

COLLECTIVE BARGAINING AGREEMENT

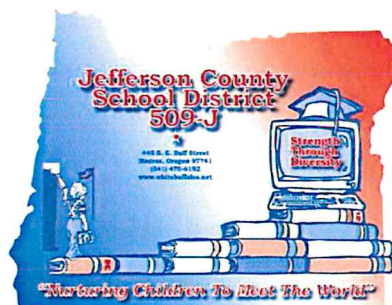
Between

JEFFERSON COUNTY SCHOOL DISTRICT 509-J

And

MADRAS CHAPTER 54

OREGON SCHOOL EMPLOYEES ASSOCIATION



July 1, 2022 – June 30, 2025

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PREAMBLE

- A. This Agreement is entered into between the Board of Education on behalf of Jefferson County School District 509-J, herein referred to as the "Board" or "District" and the Oregon School Employees Association (OSEA) Madras Chapter 54, herein referred to as the "Association", "OSEA", or "Union".
- 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 classified personnel included in the bargaining unit.

ARTICLE 1 - RECOGNITION

1.1. Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all of the classified employees in the bargaining unit as determined by the Oregon Employment Relations Board (ERB). Further, it is recognized that all administrators, certificated teachers, supervisors, confidential employees, substitutes, and temporary employees are specifically excluded from the bargaining unit unless otherwise included under the terms of this Agreement.

1.1.1. Confidential employees are defined as: Pursuant to ORS 243.650(6), a confidential employee is one who assists in a confidential capacity to a person who formulates, determines, and effectuates management policy in the area of collective bargaining.

1.1.2. Temporary employees are defined as: (1) Employees hired for a specific period not to exceed the equivalent of ninety (90) consecutive work days to perform extraordinary duties or duties necessary because of unforeseen enrollment increases, and (2) employees hired to fill a vacancy caused by an approved leave of a bargaining unit member. No employee benefits will be provided except state and federal mandated requirements. Temporary positions will not normally be used to complete work that is usually done by bargaining unit members.

1.1.3. Limited Duration Employees are defined as: An employee hired for a limited duration position made possible by the receipt of grant funds that the District does not expect to recur and is posted as a limited duration position with a stated end date. If employment exceeds one hundred eighty (180) consecutive work days, an employee accepting the limited duration position shall become a member of the bargaining unit and shall have all of the privileges and benefits of membership except layoff and recall rights. Completion of a limited duration position at the assigned end date shall not be considered a dismissal requiring just cause.

1.1.4. Substitute employees are defined as: An employee who is not a regular full time or part time employee of the District, who otherwise does not qualify as Temporary or Limited Duration employee, who is hired on a short term basis to cover the absence of an OSEA

represented employee.

ARTICLE 2 - DISTRICT RIGHTS AND RESPONSIBILITIES

- 2.1. The Board retains the rights to manage, direct, and control its business and assign personnel except as such rights are modified or waived by the terms of this Agreement.
- 2.2. It is recognized that, except as stated herein, the District shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the District in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the District; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, or facilities.
- 2.3. The District will make this Agreement and any Memoranda of Understanding (MOU) and any Memoranda of Agreement (MOA) that modify this Agreement available on the District's website, and will provide a hard copy to an employee upon request.
- 2.4. The parties recognize that the District retains the right to determine the school calendar, to set the work year, and to adjust the number of days to be worked for OSEA represented employees.
- 2.5. By the tenth (10th) day after a new OSEA Represented employee begins employment and once every one hundred twenty (120) days for all employees, the District shall provide the OSEA Chapter 54 President, the OSEA Field Representative, and the OSEA Director of Fiscal Operations (via email at classified@osea.org) the following information for employees within the bargaining unit: name, date of hire, position title, worksite location, hourly and annual salary, number of months or days worked as an identifier of employment type, number paychecks scheduled per year, work phone number, personal phone number, personal mailing address, district and personal email address. In addition, the OSEA shall be provided with the District Identification number to identify each employee on the report. Information shall be provided in an editable digital file format (Excel preferred) unless another format is mutually agreed upon by the parties.

In the event of a dispute over employee information required under Sections 2.5 and 2.6 of this Article, the Association will attempt resolution informally with the District as a priority before use of the Grievance Procedure.

- 2.6. The District agrees to furnish the Association each month with a list of all employees covered by this Agreement who terminate employment or who transfer into a new district position where they are no longer covered by this Agreement.

ARTICLE 3 - ASSOCIATION PAYMENTS

- 3.1. Employees have the right to join the Association, but membership in the Association shall not be required as a condition of employment. The District will advise all newly employed personnel at the time of their employment that the Association is their exclusive bargaining representative.
- 3.2. Any member of the bargaining unit may authorize the deduction from their pay the amount of dues, fees, and/or assessments charged by the Association. This authorization shall be made directly to the Association on the OSEA membership application form. Any employee inquiries to the District regarding union membership (status, benefits, joining, dropping, etc.) shall be immediately referred to the Association.

The Association shall provide to the District's payroll office timely notifications of documented added and dropped memberships and the amount of dues, fees, and/or assessments to be deducted from a member's paycheck. The District will begin new member dues deductions on the first paycheck issued after the Association notification is received.

Authorizations for payroll dues deductions under this Article shall remain valid until revoked by notice to the District from the Association or upon discharge from employment at which time the District will cease deductions.

- 3.3. The amounts deducted shall be remitted to the OSEA, together with an itemized statement in a format mutually agreeable to OSEA and the District by the first day of the month after such deductions are made. The electronic accounting will be sent to the OSEA Madras Chapter 54 President and to the OSEA Director of Fiscal Operations (to classified@osea.org).
- 3.4. OSEA will indemnify and hold the District harmless from any and all claims, orders, or judgments against the District as a result of deductions made and transmitted under this section provided that the District gives timely notice of any such claim to OSEA and cooperates with OSEA and its designated counsel in defense of the claim.
- 3.5. The requirements in this Article shall be subject to all applicable provisions of federal and state law.

ARTICLE 4 - ASSOCIATION RESPONSIBILITIES AND RIGHTS

- 4.1. The Association shall represent all classified employees in the District within the bargaining unit equally and without discrimination.
- 4.2. The Association or committees of the Association shall be allowed to use the facilities of the District for meetings and use of copy equipment as needed to provide information to OSEA represented employees. The Association will reimburse the District for cost of supplies used.

The Association shall have the right to conduct such meetings at a time and place set by the Association, provided the meetings occur before or after the employees' regular work hours, during meal periods or during any other break periods, that the meetings do not interfere with the District's operations, and that they adhere to established District facility use policies and protocols.

- 4.3. Bulletin boards and inter-school mail facilities may be used for distribution and posting of Association communications so long as such communications are labeled as Association communications and are not defaming to any individual and/or group.
- 4.4. The District recognizes the right of the Association to select Officers, Shop Stewards, building representatives, other public employees identified by the Association and designated at the Association's discretion, to be considered as "designated representatives" under ORS 243.796. The District agrees that there will be no discrimination against designated representatives because of Association activity. Designated representatives shall not be recognized by the District until the Association has notified the District in writing of the individuals serving as designated representatives. The Association will notify the District in writing when individuals leave the position of designated representative.

Designated representatives of the Association shall have the right to conduct Association Business (defined as activities set forth ORS 243.798 – 243.804) on school property and in school buildings during the representative's regularly scheduled work hours without loss of compensation, seniority, leave accrual, or other benefits, at reasonable times provided there is no interruption of normal school operations and/or the completion of the designated representative's job responsibilities. The designated representatives are responsible for notifying their supervisor or designee in advance of conducting Association Business during the designated representative's work hours.

It is recognized that the Association and its designated representatives and staff shall retain whatever rights and authority are necessary for it to operate and function under the law, this Agreement, and established practice including but not limited to:

- Investigating and processing grievances and workplace complaints
- Attending and participating in investigatory and representational meetings and other due process proceedings
- Participating in grievance hearings, meetings, and arbitrations that arise from a dispute involving this Agreement, administrative hearings, and any proceedings before the Employment Relations board.
- Participating in and providing testimony in a legal proceeding related to the activities of the Association in which a designated representative has been subpoenaed as a witness.
- Engaging in collective bargaining activities.
- Attend and participate in Labor/Management meetings, safety committee meetings, or any other meetings between representatives of the District and the Association to discuss matters pertaining to employment relations.
- Meeting with and providing information regarding the Association and the Collective Bargaining Agreement to newly hired and existing represented employees within the bargaining unit.

The District will not reduce a designated representative's work hours to accommodate time necessary to perform Association activities during paid work hours. However, the designated representative and his/her supervisor may agree to compensatory time or a flex schedule that allows the designated representative to perform the activities referenced during paid work hours.

The District may refuse to authorize paid status for Designated Representatives performing Association activities that occur outside of a designated Representative's regular work hours. However, the parties recognize that bargaining and Association activity referenced herein may occur outside of normal work hours. Designated representatives who attend a bargaining session or perform Association activity as referenced in this article outside of normal work hours may, at the District's discretion, be permitted to flex their normal work hours on the day of a collective bargaining session or opt for compensatory time in order to attend the bargaining session or otherwise perform Association Activity on paid time.

An Association Representative is a non-employee OSEA representative. The Association Representative may meet with employees during employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters related to employment relations. The Association Representative will consult with the employee's supervisor to schedule and conduct these meetings at times that do not interfere with District operations. The Association Representative may also conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods in a manner that does not interfere with District operations. Association Representatives must immediately notify the District of their presence upon their arrival for any visitation and follow all District safety and security protocols regarding accessing district facilities and buildings. Association Representatives must self-identify to the District upon check-in, no written authorization from the OSEA chapter is required.

4.5. OSEA Time Release:

Per ORS 243.802, employees who are designated representatives of OSEA may be allowed time off without loss of pay or benefits to assist in Association business. The District will continue to pay the employee, and the Association will reimburse the District for any compensation paid to the employee; including wages, employer contributions to benefits, and Oregon Public Service Retirement Plan (PERS) benefits covered under ORS 238A.

Release time authorized under this section shall be in addition to any vacation leave, sick leave or any other form of paid or unpaid leave that is available to the designated representative under state law or this Agreement.

A designated representative taking release time shall receive full retirement credit for the entire duration of the release time, as long as the designated representative continues to meet any retirement contribution obligations pursuant to ORS chapter 238 or this Agreement.

At the conclusion or termination of a period of release time granted to a designated representative, the designated representative shall have a right of reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of compensation, benefits, or seniority.

Employees taking part in this program will submit a written plan a minimum of two (2) weeks in advance to their immediate supervisor, including hours and days requested for release time and duration of the plan.

Release of the employee is contingent on mutual agreement with the District.

Total time used under this program shall not exceed a limit of eighty (80) hours, with no more than forty (40) hours per employee participating, with an exception made for an employee elected as OSEA State President. Other possible exceptions will be considered by the District on a case by case basis.

The Association will indemnify and hold the District harmless for all liability arising from an act or omission of, or an injury suffered by, an employee of the District if the act, omission or injury occurs during the course and scope of the employee serving as a designated representative for OSEA during a period of release time.

- 4.6. The Association recognizes the District's rights, but in no way relinquishes its rights to bargain collectively on any matter pertaining to wages, hours, or conditions of employment in accordance with Oregon Law.
- 4.7. During group orientation events or activities at the beginning of the academic year, the Association shall be permitted to meet with individual or groups of new classified employees during paid time for thirty (30) minutes. The Union shall also be allowed to set up a table to meet directly with new and returning employees before, after, and during breaks.

If the District does not conduct new employee orientations, the Association shall be allowed to meet with newly hired classified employees during regular work hours at the regular work locations for a period of thirty (30) minutes and up to one hundred twenty (120) minutes at other times during the year for orientation of existing and newly hired classified employees represented by the Association. No employees shall suffer a loss in compensation or benefits as a result of participating in or attending Association orientation presentations.

ARTICLE 5 - SENIORITY

- 5.1. District seniority shall be defined as the total length of continuous service within the District from the date of last hire. Classification seniority shall be defined as the total length of time working within the district in a particular job classification, from the last date of hire or transfer to that particular job classification. For the purpose of computing seniority, all authorized leave shall be considered as time worked. Unpaid leaves of absence in excess of

thirty (30) days shall not count towards seniority, but neither shall it break seniority. Employees who are laid off as a result of reduction in positions and who are subsequently reinstated shall retain their full seniority except for the period of layoff. The District shall be responsible for calculating and maintaining seniority lists, and make the lists available upon request of the Association.

ARTICLE 6 – LAYOFF AND RECALL

6.1. When the District determines that a reduction in staff (layoff) is necessary, the District will designate which positions must be eliminated. Subsequent layoff will be implemented as follows:

6.1.1. When determining layoff, the District will first layoff any probationary employees in a classification, prior to layoff of any part time (less than six (6) hours per day) employees. Part time employees will be laid off prior to full-time (scheduled 6 or more hours per day) employees. All layoffs will be in inverse order of seniority based on this Article. In the event of layoff, the District may consider corrective action (discipline) history and unsatisfactory performance reviews as the initial employee selection factor. Any employee with a history of corrective action of a written warning or greater or unsatisfactory performance reviews in the previous four (4) years may be considered for layoff first.

Layoff will then be based on inverse classification seniority order as a secondary employee selection factor. If two or more employees have the same classification seniority, the third employee selection factor will be inverse District Seniority order. In the event of a tie of District Seniority, the final employee selection factor will be District Seniority based application date with the employee with the most recent application date being laid off. Further ties will be resolved by lot.

6.1.2. Written notice of layoff notice shall be issued to affected employees no less than fourteen (14) days prior to the effective date of the layoff. Following receipt of the written notice of layoff, a member of the bargaining unit shall have three (3) working days to initiate a request to bump to another position.

6.1.3. A person receiving a layoff notice within the bargaining unit may bump to a lesser position for which the employee is qualified provided the bumping employee has greater District seniority, and the District cannot clearly demonstrate that the junior employee has greater skill, ability, and a better performance record. The junior employee will then receive a layoff notice, and may engage in bumping, if qualified for an existing position occupied by another bargaining unit employee. An employee will be considered laid off if they are not able to bump another employee, choose not to bump another employee, or refuse to take a position offered to them by the District.

6.1.4. Employee(s) who are laid off shall receive priority consideration for subsequent rehiring (recall) during the next twenty-four (24) months if qualified for the position. This is called the Recall Period. Recall order for laid off employee(s) who meet the

qualifications required for an open position will be based on District seniority and employee(s) shall be recalled in reverse order of the layoff.

- 6.1.5. All employee benefits shall cease when the layoff is effective. Health benefits will cease based on individual health insurance plan terms and conditions. Employees laid off in conjunction with this article shall be allowed to participate in the District's insurance program at their own expense per Federal COBRA regulations.
- 6.1.6. When a laid off employee during the recall period is considered for a specific position, failure to interview when requested or indication of an unwillingness to accept the position during an interview will result in the employee losing further recall rights and priority consideration for future employment within the recall period.
- 6.1.7. Offers under subsection 6.1.4 will be in writing, sent by certified mail, return receipt requested, and will allow the recalled individual five (5) working days from the postmark date to accept the offer, and an additional ten (10) working days after accepting the offer to report for work. It shall be the responsibility of the employee to inform the District of any address changes during the recall period. Failure to accept such an offer within five (5) working days or failure to report to work within ten (10) working days after accepting the offer will result in loss of recall rights and priority consideration for future employment during the recall period.
- 6.1.8. Reinstated employees will be placed on the same wage experience step as prior to the layoff providing the reinstatement is to the same job classification. Upon reinstatement, employees will receive benefits in accordance with the terms of this Agreement, and leave not otherwise paid out to the laid off employee and accrued prior to layoff will be restored. Days accumulated toward completion of benefits and probationary waiting periods shall be restored excluding the time of layoff.
- 6.1.9. The source of funding for a District position will not be considered in applying this article. This article will not apply to Break and Summer programs, which are considered voluntary additional hours for employees covered by this Agreement.

ARTICLE 7 - PERSONNEL RECORDS

- 7.1. The personnel records of any employee in the bargaining unit shall not have any information related to an evaluation of performance, evaluation of professional behavior and/or conduct, or corrective action issued by the District that does not bear that employee's signature or initials indicating that the employee has been shown the material, or a statement by the supervisor, Human Resource Director or Superintendent that the employee has been shown the material and that the employee has refused to sign or initial such information. An employee shall have the unlimited right to include written statements of explanation or rebuttal into their personnel file.
- 7.2. Records of corrective action shall be considered contents of the personnel records. An employee shall have the right to request the removal of any materials that have been in the

file for a minimum of three (3) years if there has been no further reference to any similar circumstance. Requests for removal of such material shall be made to the Director of Human Resources with the option of appeal to the Superintendent. Removal of critical material is at the discretion of the Director of Human Resources. Should the employee appeal the decision of the Human Resources Director to the Superintendent, the decision of the Superintendent is final and may not be the subject of any appeal by the employee or Association. Excepted are materials required by law, which include evaluation documents. An employee's personnel records shall be available for review of the employee during District Office business hours, upon the employee's request.

- 7.3. Material placed in the personnel records of an employee without conformity with the provisions of this Article shall be removed and destroyed upon request from the employee.

ARTICLE 8 –CONTRACTING OUT

- 8.1. The Board shall not contract out any work performed by employees or positions in the bargaining unit without following the process set forth in section 8.2 below.
- 8.2. Prior to entering into agreements, or renewing contracts with entities to perform or provide services to the District, the District will assess if the work or services will have the purpose or effect of displacing Association represented employees or eroding the bargaining unit. If the work or services might impact work performed within the bargaining unit as described herein, the District will first consult with the Association regarding the type of work needed and if it is feasible for the District to create bargaining unit positions capable of performing the needed work.

ARTICLE 9 –CONTRACT BARGAINING UNDERSTANDINGS

9.1. Waiver

The parties acknowledge that during the previous negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Nothing contained herein shall prevent the parties, by mutual agreement, from negotiating on any subject matter allowed by law, nor will it void any specific provisions in the Agreement that expressly provide for bargaining.

The fact that a proposal was made and withdrawn by a party during the course of negotiations, leading to the execution of this Agreement shall not be used to prove the party making and withdrawing the proposal has in any manner given up any rights granted to the party elsewhere in this Agreement or in any Oregon Employment Relations Board (ERB) proceeding, Arbitration Hearing, or in any legal or administrative hearing.

9.2. Gender Intent

Whenever words denoting a specific gender are used in this Agreement, such words are intended and shall be construed as to apply to all persons, regardless of gender.

9.3. Amendments

Any changes or amendments to this Agreement shall be in writing and duly executed by the parties. Memorandum of Understanding (“MOU”) and Memorandum of Agreement (“MOA”) signed during the term of this contract will be considered contract amendments, if they are duly executed by the District and the Union.

9.4. Separability

This Agreement shall be subject to all present and future applicable federal and state laws, or Executive Orders of the President or the United States, the Governor of the State of Oregon, ORS 243.702, and other appropriate rules and regulations of bona fide governmental authority. Should any provision of this Agreement become unlawful by virtue of the above or declaration of any court of competent jurisdiction, such action shall not invalidate the remainder of the Agreement. Any provision(s) that becomes unlawful by virtue of the above shall cause the parties to meet and negotiate replacement provisions that are valid, using the expedited bargaining process found in ORS 243.698. Any provision of this Agreement not declared invalid shall remain in full force and effect for the life of this Agreement.

9.5. Funding

The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and in certain circumstances, by vote of the citizens.

All such compensation is therefore contingent upon sources of revenue and, where applicable, voter budget approval. The District has no intention of reducing the compensation specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The District agrees to include in its budget requests amount sufficient to fund the compensation provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

9.6. Labor Management

The District and the Association shall establish a Labor/Management Committee (LMC) comprised of Association Designated Representatives and the Association Field Representative; and District representatives which may include the Superintendent and the Human Resources Director or their designees. Upon mutual agreement by the parties, the LMC shall meet at minimum quarterly in accordance with a prepared agenda to address specific concerns and issues related to the management of this Agreement.

ARTICLE 10 – HEALTH AND SAFETY

10.1. Employee’s Right to Report Unsafe Work

The District recognizes that under law and District policy, no employee shall be required to work under hazardous conditions or with unsafe equipment that would be hazardous to an employee and/or a student's health and safety. Employees have the right to report to the District being required by a supervisor to perform unsafe work, work with unsafe equipment, or work in an unsafe work environment. Employees shall not be subject to Corrective Action or Discharge for making these reports in good faith, and such reports made in good faith will not be considered a negative factor in employee performance evaluations.

10.2. Occupational Exposure To Bloodborne Pathogens

The District will provide, cost free to the employee, personal protective equipment to avoid occupational exposure to bloodborne pathogens as a part of their daily job duties.

10.3. District Required Protective Clothing and Equipment

The District shall furnish employees with any special items of protective clothing or equipment that the District requires employees to wear or use while on duty, free of charge to the employee.

10.4. Audio and Video Recording Systems

The District may employ the use of closed circuit video surveillance systems or audio/video recording devices at District facilities for the purposes of safety and security. Recordings of OSEA represented employees shall not be used for employee surveillance for the purpose corrective action or discharge. Misconduct identified on video/audio recording system during an employer investigation into alleged misconduct may be used as evidence in investigations of employee conduct.

10.5. Disaster

In the event of a local disaster or catastrophe such as earthquake, fire, flood, explosion, widespread power failure or other acts of God outside the District's control that reasonably require available employees to report for work or remain at work, employees shall be afforded every reasonable opportunity to ensure the welfare of their families.

10.6. Public Health Emergency

In the event of a public health emergency declared by the Federal Government or State of Oregon, the District will follow all applicable requirements from governing authorities, with the intent of providing a safe environment for students and employees.

ARTICLE 11 - NON-DISCRIMINATION

- 11.1. The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any person covered by this Agreement because of age, race, color, disability, veteran status, religion, sex, gender, gender identification,

sexual orientation, education, national origin, membership or non-membership in the Association, or any other status protected by federal, state, or local law or administrative rule.

- 11.2. Grievances alleging a violation of this Article shall not be the direct subject of binding arbitration under section 23.6 of this Agreement. Grievances alleging unlawful discrimination or harassment in violation of this Agreement may be pursued and resolved through the grievance procedure contained in this Agreement, provided the employee has not initiated or filed a complaint or legal action based on the same event(s) with a federal, state or local agency or court. The initiation or filing of a complaint or legal action alleging unlawful discrimination or harassment with a federal, state, or local agency or court shall place any grievance regarding the same issue(s) in abeyance pending a decision from a federal, state, or local agency or court. Employees and/or the Union are not required to exhaust the grievance procedure of this Agreement before initiating or filing a complaint or legal action alleging unlawful discrimination or harassment with any federal, state, or local agency or court.

ARTICLE 12 – HOURS OF WORK

12.1. Fair Labor Standards Act (FLSA) and Oregon Law

The District will comply with the requirements of the Fair Labor Standards Act (FLSA) and Oregon Law. In accordance with FLSA, OSEA represented employees will be considered non-exempt. Overtime shall be paid after forty (40) hours worked at a rate of one and one half times (1.5X) an employee's normal hourly rate of pay, unless otherwise called for in this Agreement.

- 12.2. Employees shall adhere to the daily schedule and shall make no commitments that will preclude their being present in their assigned job duties and responsibilities. Requests for scheduling exceptions must be submitted to the principal or supervisor prior to the anticipated absence and/or late arrival or early leaving. Except in cases of emergency, employees shall not leave the station to which they are assigned during regular working hours without the consent of their designated supervisor. Employees instructed to work outside their normal job classification will not be placed in a position that they are not licensed/certified/qualified to perform work in.

- 12.3. All classified personnel shall receive a ten (10) minute break from their assigned duties during every segment of four (4) hours or a major portion thereof worked in one (1) period of consecutive service with the break as close as possible to the two (2) hour interval.

- 12.4. Classified personnel who work six (6) hours or more daily shall receive a duty-free, except in cases of emergency, lunch period of at least thirty (30) minutes. In the event that an employee is unable to take a lunch period, the employee will notify the employee's administrator, and the administrator will find a time for the employee to take their lunch period. The administrator will review the employee's schedule to ensure that the employee receives their 30 (thirty) minute lunch period moving forward.

12.5. Involuntary Recall: Any employee recalled to work by their supervisor, or required to respond to a security alarm call, outside their normal work day and after they have left the District premises for the day will be paid for a minimum of two hours of time. The employee will be paid at a rate of one and one half times (1.5X) their normal rate of pay when recalled to work. If an employee who is recalled is already in overtime for the week, the employee will be paid two times (2X) their normal rate of pay. This provision does not apply to voluntary substitute work, working under a different job description, or to work that is of a regular, scheduled nature.

12.6. Voluntary Recall: When an employee voluntarily agrees to work on scheduled days off, hours shall be paid as hours worked.

12.7. Overtime: For the purpose of computing overtime, each eligible unit member shall be compensated for each hour of overtime worked as authorized in advance by the employee's immediate supervisor at the rate of one and one-half times (1.5X) the employee's regular rate of pay. All overtime is subject to the following circumstances:

12.7.1. Overtime at one and one-half times (1.5X) the employees regular rate of pay shall accrue for all assigned work in excess of forty (40) hours in any work week per ORS 653.268, unless otherwise called for in this Agreement.

12.8. Compensatory Time: Compensatory time may be accrued by unit members who are twelve (12) month employees, or employees who are scheduled for more than one hundred ninety (190) days in lieu of paid overtime based on agreement between the employee and the employee's supervisor.

12.8.1. Up to a total of eighty (80) hours of compensatory time may be accrued by an eligible unit member in lieu of paid overtime with advanced approval of the unit member's immediate supervisor prior to May 15. Accrued compensatory time must be used prior to May 15 of the fiscal year in which it has accrued. If approved, compensatory time shall accrue at time and one half (1.5X) for assigned work in excess of forty (40) hours in any work week, unless otherwise called for in this Agreement.

12.8.2. Compensatory time may be used only with advanced approval of the unit member's immediate supervisor and only during times when a substitute is not necessary to cover the unit member's assigned duties. Employees may not use more than forty (40) hours of compensatory time per month.

12.8.3. Use of compensatory time may be granted in increments of half-hour (1/2 hour) to full-day blocks of time by mutual agreement between the employee and supervisor.

12.8.4. When a unit member is unable to schedule compensatory time off the unit member shall be paid for the accrued but unused compensatory time by May 15 annually.

12.9. Extended Responsibilities:

12.9.1. Extended Responsibility positions are voluntary positions with duties and

responsibilities outside of an employee's regular job duties and responsibilities.

12.9.2. Bargaining unit employees, who apply and are selected by the District to provide services outside of their regular duties under the Extended Responsibility Schedule established by the District, will do so without accumulating time worked in such capacity toward the payment of overtime. Compensation for such services shall be disclosed upon selection for the position according to the rates established in the attached Extended Responsibility Schedule.

12.9.3. This provision is intended to waive the District's obligation to pay overtime or any rate of pay, under any state or federal law, or to provide minimum employment conditions (except as specified in this Agreement) and is intended to fulfill the requirements of all applicable law, including ORS 653.261 and OAR 839-020-0030 for Extended Responsibilities qualifying positions only.

12.9.4. Classified employees provide extended responsibility services entirely on a voluntary basis and both the District and the employee may terminate such services at any time.

ARTICLE 13 – HEALTH AND INSURANCE BENEFITS

13.1. Employee Grouping

For the purposes of this Agreement, employees receiving health and insurance benefits will be grouped and defined as follows:

- Cohort A – Employees represented by OSEA in the appropriate bargaining unit hired before July 1, 2015
- Cohort B - Employees represented by OSEA in the appropriate bargaining unit hired after July 1, 2015

13.1.1. Cohort A – Employee Health and Insurance Benefits

Subject to terms of this Agreement, the District will pay as follows towards premium costs for full family health, dental, vision, and other insurance policy coverage for each employee (including all Bus Drivers) who regularly works twenty (20) hours or more scheduled hours per week. Employees whose work hours were increased throughout the previous school year to meet the minimum twenty (20) hours requirement will immediately qualify for benefits under Cohort A.

13.1.2. Cohort B – Employee Health and Insurance Benefits

Subject to terms of this Agreement, the District will pay as follows towards premium costs for full family health, dental, vision, and other insurance policy coverage for each employee (excluding Bus Drivers) who regularly works thirty (30) hours or more per week. Employees whose work hours were increased throughout regularly worked hours the previous school year to meet the minimum thirty (30) hours requirement will immediately qualify for benefits under Cohort B.

13.1.3. For the purposes of this Article 13, “regularly works” means that the employee has

worked the required number of hours every week for at least six (6) months, excluding holidays and non-work days. Employees who believe that the number of hours they have worked over a six-month period entitles them to a different benefit level per this Article must request a review from the Director of Human Resources.

13.2. District Premium Cap

The District will pay up to the following amounts for employee premiums related to OEBB approved Medical, Dental, and Vision, Life, Accidental Death and Dismemberment Coverage and other OEBB offered insurance coverage per month for eligible employees in Cohort A and Cohort B. This is the District's Premium Cap. Employees are 100% responsible for premium amounts over the District Premium Cap.

Starting October 1, 2022 -\$1565.00 Per Month

Starting October 1, 2023 -\$1620.00 Per Month

The parties agree to reopen section 13.2 of this Article in the spring of 2024 to negotiate over the insurance cap amount for the 2024-2025 contract year.

13.3. In addition to the District Premium Cap, the District will pay premium costs or otherwise increase the premium cap for each qualifying employee an equivalent amount of the individual premium cost for individual life insurance coverage in the amount of \$20,000 for each employee who regularly works thirty (30) hours or more per week, effective at the first of the next month after hire date. Employees whose work hours are increased to meet the minimum thirty (30) hours requirement will immediately be placed in the insurance program.

13.4. Payroll Deduction of Premiums

Deductions for employee annual out-of-pocket insurance premium contributions will be divided by the number of months worked and deducted in equal amounts from the eligible employee's paycheck.

13.5. Section 125 Plan and HSA Plan Availability

13.5.1 Section 125 Plan: Classified staff may participate in an IRS Section 125 account approved by the District by appropriate payroll deductions for any monthly insurance premium out-of-pocket costs required of the employee. In addition, the plan will include a flexible reimbursement provision, i.e., employees may request pre-taxed payroll deductions to apply toward disability insurance premiums, childcare or dependent care costs, prescription drugs and other health care expenses not covered by insurance. Section 125 Flexible Savings Account rules shall apply. The plan administrator will be selected by and all associated administrative costs paid by the District.

13.5.2 Health Savings Account (HSA): Employees electing to participate through the District insurance program in an eligible high deductible health plan as described by IRS codes may be eligible to participate in a HSA provided all criteria is met under the rules and regulations set forth by the IRS. Employees will be allowed to make post-tax contributions via automated

payroll deduction into such accounts up to the annual maximums allowed by the IRS. After monthly payroll deduction of premiums, the District will remit any balance remaining from the District Premium Cap for that employee to that employees HSA account by the fifteenth (15th) day of the following month.

13.6. Non-Eligible Employees Insurance Purchases

Employees ineligible for District payment of benefits shall be allowed to purchase some or all of the OEGB offered insurance programs, at no monthly premium cost to the District and entirely at the option of the insurance carriers. The District assumes no responsibility, financial or otherwise for any premium amount or plan term and condition of all non-OEGB offered insurance plan in which an employee is enrolled.

13.7. The District will comply with all requirements adopted by the OEGB board.

13.8. If employees hours are reduced after the beginning of the school year to a level that would make the employee ineligible for benefits, benefits shall be continued for that employee as if the hours had not been reduced, until the end of the school year or until they stop working for the District, whichever comes first.

13.9. Annual Insurance Review

If the District wishes to restrict OEGB plans made available to employees, the District will meet with the Association and review available insurance options offered by OEGB. The District will then consider the Association's feedback on the available OEGB insurance options prior to selecting insurance plan options for the next benefit year. If greater than fifty percent (50%) of the plans selected for the coming benefit year are high deductible plans, the district agrees to re-open sections 13.2 and 13.5 of this Agreement and negotiate with the Association regarding the single topic of increasing the insurance cap or creating a secondary District funded HSA contribution for high deductible plan participating employees.

13.10. Medical, Dental, Vision Insurance Opt-Out

Employees eligible for a District insurance contribution, but who choose not to obtain insurance coverage, may "opt out" in accordance with the rules as set forth by the Oregon Educator Benefit Board (OEGB). Employees choosing to opt out must provide proof of other insurance coverage as required by the OEGB. If an eligible employee chooses to opt out of insurance coverage, the employee's decision shall be effective until the next open enrollment period unless reinstatement is otherwise provided by law. An employee can reinstate the insurance benefit and forfeit future benefit stipends should there be a qualified status change as defined by OEGB rules. In the event insurance coverage is reinstated the stipend shall cease. It is the intent of the parties that an employee shall not receive any insurance benefit and any portion of the stipend in the same month.

An eligible employee who opts out of the District insurance benefit by meeting the requirements outlined above shall, if and to the extent permissible under applicable law, receive a monthly stipend in lieu of the contractual insurance cap and such payment will be

considered taxable income. Effective October 1, 2014 the monthly stipend will be four hundred dollars (\$400).

ARTICLE 14 - PERSONAL OR EMERGENCY LEAVE

- 14.1. Three (3) days of personal and/or emergency leave will be granted without loss of pay, when the following conditions are met:
- 14.1.1. The request for leave is in writing and submitted to the supervisor a minimum of five (5) days prior to the leave except in the case of an emergency.
 - 14.1.2. The Superintendent or designee verifies that qualified substitutes are available for the requested day(s).
 - 14.1.3. The Superintendent or designee may extend this leave for family illness, without pay.
- 14.2. If no personal leave days are used, the District will reimburse the employee the equivalent wages of two (2) personal days by July 15 for the prior school year.

ARTICLE 15 - SICK LEAVE

- 15.1. Sick Leave Defined: Sick Leave is an individually accrued bank of time, held by the District and paid as hours worked when an employee informs the District that they will not be able to work due to an illness injury, or the illness or injury of a family member. Sick Leave can be used for short term or longer-term illness or injury of an employee or an employee's family member. Longer term illness or injury of an employee or an employee's family member may make the employee eligible for Workers' Compensation (WC), Oregon Family Leave Act (OFLA), or Family Medical Leave Act (FMLA) leave, based on the eligibility criteria of those programs.
- ~~15.1.1.~~ Employees shall be granted sick leave at the rate of one (1) day per calendar month of projected employment for the school year with a minimum of ten (10) days per year. In the case of new personnel, sick leave shall be credited on the first day of active employment and shall consist of one (1) day for each remaining month in the fiscal year, but at no time shall exceed twelve (12) days per year. If an employee voluntarily terminates employment prior to the end of the work year and has used sick leave in excess of the equivalent of one (1) day per month and in excess of available sick time per subsection 15.2 below, an amount equivalent to the unearned sick leave for which the employee was previously paid shall be deducted from that employee's final paycheck.
- 15.1.2. After the first school year of employment, annual sick leave shall be credited to the employee on the first day of July, or the first day the employee reports to work. Ten-month employees shall be granted with full pay for a minimum of ten (10) days sick

leave per year. Twelve-month employees shall be granted twelve (12) days sick leave per year.

An employee may use sick leave for any of the purposes specified in ORS 653.616 to the extent that the employee has available sick time per subsection 15.2 below. If the employee does not have available sick time, the employee may use sick leave for the employee's personal illness or injury or illness or injury of a member of the employee's family. For the purposes of this Article family means a household member for whom the employee is the primary caregiver on that day.

15.1.3. Current annual sick leave shall accumulate to unlimited days. Upon retirement, an employee's sick leave shall revert to zero.

15.2. Sick Time: If the District is required to provide classified employees sick time under ORS 653.601-653.661 (Oregon Sick Time Law), the district will grant sick time to each employee in compliance with the Oregon Sick Time Law on either an accrual or front loading basis, at the District's discretion per District policy. An employee may use sick time for any of the purposes specified in ORS 653.616, and sick time shall run concurrently with sick leave.

15.3. For an absence in excess of five (5) consecutive days or a recurring illness, a written statement from the treating physician may be required. If the absence is extended over successive pay periods, these verifications of illness or disability must be submitted regularly each month or worded in a way that the physician indicates the length of the illness.

15.4. Those individuals who, for religious reasons, do not employ a physician shall be expected to furnish proof as required by the administration.

15.5. The Board shall permit employees to transfer a maximum of seventy-five (75) accumulated days of sick leave accumulated in another Oregon public K-12 school district.

15.6. Transferable sick leave shall be determined by the Superintendent or Deputy Clerk after receiving certification from school districts granting prior sick leave.

15.7. Members of the OSEA bargaining unit shall be allowed to use sick leave for the illness of family members, in accordance with the standards set in this Agreement and in the Oregon Family Leave Act (OFLA) and the Family Medical Leave Act (FMLA).

15.8. Sick Leave Donation

15.8.1. If an employee uses all of their sick leave and other appropriate paid leaves accrued by the employee, and is absent for an OFLA/FMLA qualifying leave, the District will allow bargaining unit members to voluntarily donate the earned/unused personal, and/or vacation leave on an individual basis to provide leave for another employee.

When a need for donations is recognized, the district shall allow the Association to notify the membership of the need for donations of, personal and/or vacation leave

with the employee's permission. An employee may donate up to a maximum two (2) days of their accrued but unused, personal and/or vacation leave to be used by the designated employee.

The maximum amount of leave donated to each employee in need shall not exceed sixty (60) days. The district shall account for any donations and use. If more leave is donated than required, donated leave not accessed shall remain in a donated leave account and used by the next employee require assistance.

Section 15.8 of this Article may be modified upon mutual agreement of the parties upon the implementation of the Oregon Paid Family Leave program.

ARTICLE 16 - BEREAVEMENT ABSENCE

16.1. Bereavement leave with full pay shall be allowed up to a maximum of five (5) days for each death in the immediate family during any school year. If an employee has sick time available pursuant to Article 15, sick time shall run concurrently with the bereavement leave called for herein.

16.2 "Immediate Family" shall be defined as follows:

- a. All individuals covered as "family members" under OFLA/FMLA: spouse, child, parents of employee and employee's spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, grand-parent or grandchild of the employee, parent-in-law, parent of domestic partner or a person with whom the employee is or was in a relationship of 'in loco parentis'. Also included are the biological, adopted or foster child, child of employee's partner or stepchild of an employee.
- b. Any member of the employee's household.
- c. Siblings of employee, siblings of employee's spouse, and in-laws.

16.3 Two (2) days of bereavement leave will be granted for others not in the immediate family. Use of one (1) day of personal leave or vacation leave for the purpose of extending bereavement to travel shall not be denied.

16.4 The superintendent or designee will have discretion to consider requests for individuals not covered above. Special consideration will be given to honor cultural traditions relating to funeral practices.

ARTICLE 17 - EDUCATIONAL TRAINING LEAVE

- 17.1. Educational Training Leave is a leave type designed to assist employees who are receiving education and/or training regarding a function of their current District employment, or in preparation for moving into a different job in the District. Educational training leave may be granted with pay, upon the approval of the Superintendent or the Superintendent's designee following a written request from the employee containing the type of education or training sought, the name of the program, and the estimated cost of the education or training, including tuition, books, and necessary equipment and supplies. Such leave may be granted according to the needs of the employee and the District.
- 17.2. Employees shall be reimbursed for tuition, books, necessary equipment and supplies to complete the training, and related fees incurred during an educational training leave. The district may opt to reimburse meals and lodging expenses if the Educational Training Leave is for a short duration.
- 17.3. Employees with approved Educational Training Leave will not be subject to loss of pay, benefits, or seniority during the Educational Training Leave period.

ARTICLE 18 - EMERGENCY ABSENCE

- 18.1. For absences caused by inability to reach school because of flood, storm, or such acts of God, the employee shall expect no penalty for up to five (5) days when the absence is approved by the District.
- 18.2. When weather conditions make it necessary to close school, all twelve (12) month classified employees and one office manager per school building will report to work unless they are excused from work by their immediate supervisor. Employees required to report to work will be paid one and one half times (1.5 x) their normal rate.
- 18.2.1. If any bus drivers or cooks are already on the job at the time of the notification of closure, they will be paid for the time already on the job, with the minimum being two (2) hours.
- 18.2.2. In the event of a delayed school day, all classified employees, except those listed in 18.2, shall report to work at the delayed opening time of the school. As in 18.2 above, employees arriving late because of the delayed opening will only be paid for actual hours worked.
- 18.3. The District may require all employees to work any additional days the Board reschedules as a result of school closures. Makeup days for days missed during emergency closure may be scheduled at any time during the school year or at the end of the school year, when the District gives notice of at least sixty (60) calendar days. Employees shall receive compensation for the hours worked on the makeup day. If the District schedules any makeup days, an employee may request at least thirty (30) days in advance not to report for work on

one (1) or more of the makeup day(s) due to extenuating circumstances. Requests for release shall be granted or denied by the superintendent or designee at their discretion.

Employees who are not required to report to work under Section 18.2 may, by October 15 of each school year, provide the District written notice that the employee will work up to two (2) days at the end of the school year on dates determined by the District (“make up days”) in exchange for receiving their normal wages for up to two (2) days that schools are closed due to inclement weather during the school year on the pay period covering the inclement weather closure. The District will deduct an amount equal to the wages paid on the inclement weather days for all hours that the employee does not make up by the end of the contract year.

ARTICLE 19 - LEGAL LEAVE

19.1. Legal Leave for the purposes of Jury Duty shall be granted as necessary. Time spent in Jury Duty will be paid as hours worked. However, if a qualified substitute is not available, then the superintendent will request the court to release the employee in question from jury duty. If the court does not release the employee, time spent in Jury Duty will be treated as hours worked.

19.1.1. The employee is to notify the building principal or supervisor within three (3) working days of receipt of the Jury Duty notice or summons when first called for jury duty.

19.1.2. Employees may not accept any jury duty pay received from the court. This shall not apply to mileage or meal reimbursement. Any Jury Duty pay received by the employee will be reported to the District and the equivalent amount of the Jury Duty pay subtracted from the amount earned in the employee’s next paycheck.

19.2. Legal Leave for the purposes of other legal matters will be granted as needed, based on a subpoena from a court, legislative committee, or other judicial or administrative body or proceeding. An employee required to appear before a court, legislative committee or other judicial or administrative body or proceeding, as a witness in response to a subpoena, summons or other legal order where such appearance conflicts with work hours shall seek a compromise on the schedule to appear. If the request is denied, and the matter is related to the employee’s work for the District, the employee will be granted the time without loss of pay and will remit any witness fees to the District (excluding mileage reimbursement). Employees who have filed or are a party to a claim or action in a court or administrative proceeding against the District and employees who are voluntarily testifying (without having been compelled by a subpoena) in any legal action will not be eligible for compensation under this Article.

An employee who must miss work based on involvement as a party of interest in a legal matter unrelated to the employee’s work for the District will be granted the use of personal days, vacation time, or unpaid leave after providing the District with documentation from a court or other judicial or administrative body showing the date and time of the requested

appearance.

ARTICLE 20 - TEMPORARY DISABILITY LEAVE

- 20.1. Temporary Disability Leave will be granted at the District's discretion to an employee who is unable to work due to temporary disability unrelated to an active on the job injury or FMLA/OFLA status. Temporary disability leave without pay may be granted for up to one (1) year from the date of request.
- 20.2. Temporary disability leave shall not be allowed to accumulate seniority or sick leave.
- 20.3. Sick leave, Vacation days, and Personal Leave days may be used for temporary disability leave. Employees returning to work from Temporary Disability Leave will be placed in a same or similar job to the position previously held to the extent the same or similar positions are available. If no position is available, the employee will be treated as if they are laid off and be available for recall according to Article 6.1.4 of this Agreement. No bumping will be available for an employee returning from Temporary Disability Leave.

ARTICLE 21 - MILITARY LEAVE

- 21.1. Military leave will be authorized by the District in accordance with current veterans' laws of the State of Oregon.
- 21.2. Military Leave will be authorized and managed by the District in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and applicable provisions of federal, state and local law. Reinstatement shall be governed by the federal, state, and local laws referenced above.
- 21.2.1. When involuntarily called to active duty, the employee shall accumulate experience steps on the wage schedule at the rate of one (1) year military service to one (1) year school experience.
- 21.2.2. Employees will make every effort to schedule Military Leave and other active duty time during non-school time.

ARTICLE 22 - VACANCIES, PROMOTIONS, AND TRANSFERS

- 22.1. When a permanent vacancy or new position occurs in the District within the bargaining unit, the District may involuntarily or voluntarily transfer an existing employee into the position within the same job classification without posting the position if such a transfer would not change the employee's pay, employment hours, or eligibility for benefits. If the District does not fill the vacancy through a transfer, then an employee who is part of the bargaining unit

may apply for the open position. Notice of job vacancies, which are not filled by a transfer of an existing employee, will be posted on the District website for a minimum of seven (7) days prior to closing. The District will provide a copy of the email to the Association Chapter 54 President at the time of posting.

22.2. In filling vacancies or new positions, the District may employ, transfer or promote the applicant who, in the District's judgment, is the most qualified for the open position. Skill, ability, compatibility, District and classification seniority and past work record shall be among the factors considered by the District. When in the District's judgment, the candidates have equal qualifications, seniority shall be the deciding factor. This, under no circumstances, shall prevent the District from interviewing candidates from outside of the bargaining unit. The District retains the right to hire the most qualified person would fill any vacancies, either from within the bargaining unit or not.

22.3. New Employees. The District will place employees new to the District on the wage scale in accordance with the number of years of experience the employee has doing work the District deems equivalent or substantially similar to the position in which the employee is hired. The employee will receive one step for each year of equivalent experience.

22.4. Current Employees. Current employees of the District who are hired into a new position will be placed on the wage scale in accordance with either experience or seniority, whichever factor places the employee at the higher wage rate.

22.4.1 Experience will be calculated based on the number of years of experience the employee has doing work the District deems equivalent or substantially similar to the position in which the employee is hired. The employee will receive one step for each year of equivalent experience.

22.4.2 For the purpose of placement, an employee's seniority will be calculated based on the number of years overall that the employee has been employed with the District. The employee will receive one step for three years of District employment, rounded up (e.g., if an employee has four years of service, the employee will receive two steps).

22.5 An employee promoted to a new position which the employee has not held in the district before will not receive an increment step in the new position for the coming year unless the employee has been in the position for one hundred thirty-five (135) days (nine (9) month positions) or one hundred eighty (180) days (twelve (12) month positions).

ARTICLE 23 - GRIEVANCE PROCEDURE

23.1. A grievance, for the purpose of this Agreement, is defined as any complaint, or controversy between any employee in the bargaining unit, or the Association and the Board involving:

23.1.1. The interpretation or application of the provisions of this Agreement or an allegation of a violation of this Agreement.

23.1.2. The established Board policies, procedures, or conditions affecting employees in the bargaining unit. (Note: a grievance over 23.1.2 may be advanced to the Board level but not to binding arbitration).

23.1.3. The time limits as listed in this article are to be considered as working days and not calendar days. A working day is considered as a day the District Office is open for routine business. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the Grievance Procedure.

23.1.4. The grievant (employee filing the grievance) will have the option of having Association Representation at all steps of the Grievance Procedure. The decision to go to Binding Arbitration is reserved for the Association only.

23.2. Level 1 Grievance (Informal)

The grievant and an Association representative will discuss the grievance allegation with the grievant's immediate supervisor verbally, with the objective of resolving the matter informally within fifteen (15) days of the act or condition which is the basis of the complaint. If the grievant had no knowledge of said occurrence at the time of its happening, then the timeline shall begin within fifteen (15) days of the first such knowledge. Any satisfactory resolution to issues or concerns will be indicated by the Grievant and/or the Association not filing a Level 2 Grievance within Grievance Procedure timelines. Resolutions at Level 1 will be considered non-precedent setting and the Grievance Procedure concluded.

23.3. Level 2 Grievance (Formal)

If the grievant and/or the Association is not satisfied with the disposition of the grievance in 23.2, the grievant and/or the Association may file a formal written grievance with the Building Manager or Principal or their designee within ten (10) days following the informal meeting with the immediate supervisor. This complaint shall set forth a statement of the grievance and relevant facts, the specific articles of this Agreement or portions thereof allegedly violated, and a statement of the specific remedy sought. The Building Manager or Principal or their designee shall communicate a decision in writing within ten (10) days to the aggrieved and the Association. Any satisfactory resolution to issues or concerns will be indicated by the Grievant and/or the Association not filing a Level 3 Grievance within Grievance Procedure timelines. Resolutions at Level 2 will be considered non-precedent setting.

23.4. Level 3 Grievance (Formal)

Within ten (10) days of receipt of the decision rendered by the Building Manager or Principal or their designee, the grievant and/or the Association, if not satisfied with the decision of the Building Manager or Principal or their designee, may advance the grievance to Level 3 in writing to the Superintendent or the Superintendent's representative, who by job description has the administrative authority by Board policy to act in the matter of grievances.

23.4.1. Appeals to the Superintendent or representative shall be heard within ten (10) days of receipt of the grievance. Written notice of the time and place of the Level 3 grievance

meeting shall be given five (5) days prior thereto to the grievant and the Association.

Within ten (10) days of the Level 3 grievance meeting, the Superintendent or representative shall communicate to the grievant and the Association a written decision which shall include supporting reasons. Any satisfactory resolution to issues or concerns will be indicated by the Grievant and/or the Association not filing a Level 4 Grievance within Grievance Procedure timelines. Resolutions at Level 3 will be considered non-precedent setting.

23.5. Level 4 Grievance (Formal Board Hearing)

If the grievant and/or the Association is not satisfied with the decision of the Superintendent or his representative at Level 3, the grievant and/or the Association may advance a Grievance to Level 4 within ten (10) days through the Office of the Superintendent for a grievance hearing with the Board. Within ten (10) days of receipt of the Level 4 notice, the Board will notify all official parties of a grievance hearing to be held. The Board shall hear arguments of the Superintendent, the grievant, the Association, and/or the grievant representative at the hearing.

23.5.1. Within thirty (30) days following the hearing, the Board shall render a decision in writing to all official parties. For Grievances not related to 23.1.1 of this Article, the Board's decision will be final and binding. For Grievances related to 23.1.1 of this Article, resolutions of Board Grievance Hearings will be considered precedent setting unless the Association files notice of intent to go to binding arbitration within Grievance Procedure timelines.

23.6. Binding Arbitration

Within ten (10) days of receipt of the Board's decision, notice may be served by the Association to the Board care of the Office of the Superintendent of the Association's decision to advance the case to binding arbitration. Lack of notice of the Association's decision to advance a case to binding arbitration within the ten (10) day timeline shall indicate the Association will not advance the case to binding arbitration. The Association shall then, after serving notice to the Board, request a list of seven (7) arbitrators from the Oregon Employment Relations Board (ERB), consistent with ORS 243.706. The arbitrator shall be selected between the Board's Arbitration Representative or Counsel and the Association's Arbitration Representative or Counsel via the alternative striking method. The first party to strike will be determined by lot.

23.6.1. The arbitrator's authority shall be limited to resolution of the particular issue(s) submitted to the arbitrator by the Association and the District and the authority conferred by this Agreement. The arbitrator shall have no authority to alter, change, ignore, delete from, or add to the provisions of this Agreement. The arbitrator's decision shall be based solely on the evidence and arguments presented by the parties. The arbitrator shall not substitute their personal judgment for the requirements of this Agreement in areas of this contract where discretion in decision making is specifically granted to one or more of the parties of the dispute. The decision of the arbitrator shall be final and binding on the parties. When issued, the arbitrator's decision will be precedent setting for the parties.

- 23.6.2. Per ORS 243.706, the arbitrator shall have the authority to issue or direct the issuance of subpoenas for the attendance and testimony of witnesses and the production of documents and things at the arbitration hearing. The arbitrator shall also have the authority to resolve any pre-hearing motions presented by either party.
- 23.6.3. The party filing the grievance shall have the burden of production and proof at the hearing, except for grievances appealing the imposition of discipline, corrective action, and discharge where the Employer shall have the burden of production and proof at the hearing.
- 23.6.4. Economic awards in corrective action and discharge cases are subject to offset for unemployment benefits and compensation earned by the grievant during the back pay period.
- 23.6.5. Arbitration costs will be paid by the losing party. If a payment from both parties is required by the arbitrator prior to the hearing, the losing party will reimburse the winning party for any payments made. If the arbitrator issues a split decision, the arbitrator has the authority to determine financial responsibility of the parties for the arbitrator's costs.
- 23.6.6. Each party is fully responsible for costs related to its own counsel or representation, court reporting or transcript services, and witness fees. The parties may opt to share the cost of court reporting or transcript services equally.
- 23.6.7. The parties may opt at any time for settlement of the case prior to the arbitrator issuing a decision. The settlement may or may not be precedent setting. In the event of settlement, the parties will notify the arbitrator of the settlement and request the arbitration process cease prior to a decision being issued. In the event of settlement, the parties will share any charges assessed by the Arbitrator equally.

ARTICLE 24 – CORRECTIVE ACTION AND DISCHARGE

- 24.1. Corrective Action is disciplinary action with the intent to improve performance problems and modify inappropriate behavior. Discharge is the termination of employment. Except in cases where the District determines that serious misconduct has occurred, the principles of progressive discipline shall apply.
- 24.2. Administrative Leave
In the event the District determines that serious misconduct has occurred the employee may be suspended from employment, with pay, until such charges are investigated and a decision is made to continue or terminate employment. If the District decides to terminate the affected employee, the decision shall be made based on the totality of the evidence and not on the principle of progressive discipline. If the employee is cleared of the charges, the affected employee will be immediately reinstated without loss of pay or other benefits. If the charges are upheld, the termination date will be the date of suspension or the last District mandated activity for the employee, whichever is later.

24.3. Probationary Employees

Probationary employees are persons who will be employed for a period one hundred twenty (120) work days before achieving the status of a regular classified employee. During this probationary period, should the services of an employee be found unsatisfactory, they will be terminated.

Probationary employees may be dismissed at any time during the probationary period if, in the judgment of the immediate supervisor, the employee is unwilling to or incapable of doing the job for which hired, or is performing in an unsatisfactory manner as determined by the District. Grievances related to Discharge of probationary employees are not eligible for Binding Arbitration under this Agreement.

24.4. Classified employees will not be disciplined, except for just cause. The arbitration provisions of this Agreement shall not apply to probationary employees.

24.5. This article does not apply to terminations that are due to an employee's inability to perform the assigned work due to disability status not protected by law or this Agreement. On an individual basis, employees may be eligible for temporary disability leave per Article 20.

24.6. Records of past corrective action will not be used to support decisions on employment and promotion, assessments of performance, corrective action, progressive discipline, or discharge from employment if older than five (5) years, except in regards to Corrective Action related to assault, harassment, drug and alcohol offenses, or the endangerment of the life or health of a child.

ARTICLE 25 - STRIKES AND LOCKOUTS

25.1 Neither the Association, its officers nor any of the employees covered by this Agreement will engage in, encourage, sanction, or support strikes, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the right, privileges or obligations of employment within this bargaining unit. In the event that any employee violates this Article, the Association shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined as the Board deems necessary.

Nothing in this article prevents an employee from participating in or supporting another union's concerted work action, strike, boycott, or protest during non-working hours. Support of another union's concerted work action, strike, boycott, or protest during non-working hours will not lead to corrective action, discipline, or termination.

During working hours, employees may, after crossing picket lines to clock in or perform functions of their job, return to the picket line and explain to picket captains or other picketers why the picket line was crossed.

25.2 The District agrees to have no lockouts for employees.

25.3 This Article is subject to Oregon Revised Statutes.

ARTICLE 26 - TERM OF AGREEMENT

26.1. The effective date of the Agreement shall be July 1, 2022, and it shall remain in full force and effect through June 30, 2025.

26.2. The Association will notify the District no later than ninety (90) days prior to the expiration of this Agreement of its intent to open this Agreement for the purposes of negotiating a subsequent agreement.

ARTICLE 27 – COMPENSATION

27.1. Employee Recruitment/Retention One-Time Bonus

The District strongly feels it is important to solicit and receive employee feedback on matters related to District employment. Upon ratification of this Agreement, the District will offer a Retention/Recruitment program consistent with the Oregon House Bill 4030 grant procedures. Employees will be paid five hundred dollars (\$500.00) in a lump sum on the November 2022 paycheck if the employee has completed various optional district-led activities designed around the District soliciting feedback from employees related to employee retention and recruitment. This one-time opportunity for this five hundred dollars (\$500) lump sum payment will be limited to District identified activities performed by employees (meetings, surveys, etc..) prior to November 10, 2022. The District may offer additional opportunities for employee participation in this retention/recruitment bonus program throughout the 2022-2023 calendar year, at the District's schedule and discretion. Employees are only eligible for one lump sum payment under this program. This program will sunset on July 1, 2023.

The District will notify employees of the opportunity for participating in this program via District email. For employees on approved leave, the District will send notification via USPS mail.

27.2. Wage Increases

Wages in this agreement will be paid at the rates found in the attached wage scales and an employee's placement upon the wage scale.

27.2.1. On July 1, 2022, the 2021-2022 wage rate for each wage listed on the wage scale will be increased seventy-five cents (\$00.75). This new amount will be the base wage for calculating the wage increase in 27.2.2.

27.2.2. On July 1, 2022, and continuing through June 30, 2023, the wage scale will be increased by five percent (5%) (see Appendix A).

27.2.3. Beginning July 1, 2023, and continuing through June 30, 2024 the wage scale will be increased by three and one quarter percent (3.25%) (see Appendix B).

27.2.4. In Spring of 2024, the parties will reopen 27.2 of this Article for the purpose of negotiating a wage increase for the 2024-2025 contract year. This reopening will be handled concurrently with the reopening requirements in Article 13 related to the District Premium Cap. The District and the Association will be permitted to also bring one additional non-financial issue related to contract language to the reopening for negotiation.

27.3. Step Advancement

All bargaining unit employees not having reached the top step of their salary range shall advance one step on the pay scale, effective July 1 annually. Employees at the top step of the wage scale will receive the top step amount in addition to longevity amounts found in this Agreement.

27.4. Annual Incentive Pay

27.4.1. Swing Shift Custodians will receive a lump sum payment of two hundred fifty dollars (\$250.00) per year.

27.4.2. Head Custodians shall receive a lump sum payment of one-hundred dollars (\$100.00) per month in addition to all other wages and compensation earned or otherwise called for in this Agreement.

27.4.3. Head Cooks shall receive a lump sum payment of one-hundred dollars (\$100.00) per month in addition to all other wages and compensation earned or otherwise called for in this Agreement.

27.5. Longevity Recognition Payment

27.5.1. Employees shall receive longevity recognition payments as follows included in the next regular paycheck after the anniversary of their date of hire:

On the twelfth (12th) anniversary date of their hire, an employee will receive a one-time longevity recognition payment of five hundred dollars (\$500).

On the fifteenth (15th) anniversary date of their hire, an employee will receive a one-time longevity recognition payment of seven hundred fifty dollars (\$750).

On the twentieth (20th) anniversary date of their hire, an employee will receive a one-time longevity recognition payment of One thousand two hundred and fifty dollars (\$1,250).

On the twenty-fifth (25th) anniversary date of their hire, an employee will receive a one-time longevity recognition payment of one thousand seven hundred fifty dollars (\$1,750).

On the thirtieth (30th) anniversary date of their hire, an employee will receive a one-time longevity recognition payment of two thousand two hundred and fifty dollars (\$2,250).

27.6. Holidays

27.6.1. Paid Holidays:

9 -10 Month Employee - Regular full-time or regular part-time employees shall be granted nine (9) or ten* (10) holidays paid equal to the number of daily hours regularly scheduled for work. The specified holidays are:

Veteran's Day

Thanksgiving Day

Day following Thanksgiving Day

Christmas Day

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

*Labor Day - If Labor Day falls within the scheduled work year of any 9-10 month employees, it will also be considered as a paid holiday for those individuals. Labor Day will not be considered a paid holiday for a member of the unit unless work is directed by the supervisor or administrator before Labor Day when Labor Day is not within the unit members' scheduled work year.

June 19th (Juneteenth) - If Juneteenth falls within the scheduled work year of any 9-10 month employees, it will also be considered as a paid holiday for those individuals.

12 Month Employees - Regular full-time or regular part-time employees shall be granted twelve (12) holidays paid equal to the number of daily hours regularly scheduled for work. The specified holidays are in addition to the holidays listed above:

Independence Day

Day prior to or following Christmas Day

June 19th - Juneteenth

If Christmas Day, New Year's Day, Veteran's Day, Independence Day, Juneteenth, or the day prior to or after Christmas Day falls on a weekend, either the previous workday(s) or the next workday(s) shall be taken as a paid holiday per the schedule set out each year by the District.

27.7. Paid Vacation Leave

Years of Service	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
12 Month Employee	10	10	10	10	10	11	12	13	14	15	16	17	18	19	20	25	25	25	25	25
9-10 Month Employee Hired Before 7-1-1981	5	5	5	5	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
9-10 Month Employee Hired After 6-30-1981 But Before 7-1-2003	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15	15	15	15	15

Number of Paid Vacation Days

27.7.1. Vacation time accrued by the 12 month employees shall be scheduled in advance at times mutually agreed upon between the employee and supervisor, and approved by the superintendent or designee.

27.7.2. Vacation time shall be compensated for at the end of the year for less than twelve (12) month employees hired prior to July 1, 2003.

27.7.3. Vacation days for new twelve (12) month employees shall be awarded in the current fiscal year at the rate of .83 days per month from the date of hire; however no vacation days may be used during the probationary employment period.

27.7.4. Nine (9) and ten (10) month employees hired on or after July 1, 2003, shall not receive a paid vacation benefit.

27.7.5. All vacation time accrued by employees before July 1, 2019, in excess of 20 days will be paid out by the District at the employee's rate of pay effective during the 2018-19 fiscal year. Beginning on July 1, 2019, classified employees entitled to vacation time per this Section 27.3 may carry over up to 20 days of unused vacation time to the following fiscal year. Should a classified employee have more than 20 days of vacation time at the end of the fiscal year, the District will pay the employee for up to 20 days of unused vacation time by June 30.

27.8. Special Circumstances Pay Situations

27.8.1. Asbestos Program

The District shall provide annual medical examinations for asbestos workers.

The District shall provide to asbestos workers, an additional premium pay of \$16.00 per hour for actual hours of asbestos work as recorded on the log.

When it becomes necessary to suit up in protective clothing and respirator to enter an area with the Permissible Exposure Limit (PEL) higher than OSHA's established limit of .2 f/cc, or when working in an area where the PEL could be raised above the legal limit due to disturbing asbestos while working and the donning of protective clothing and respirator is required, the payment of the additional premium pay will be authorized.

27.8.2. Gas and Travel Stipend

When an employee is assigned as a substitute or temporary employee to a District location greater than twenty-five (25) miles from their regular work location, they will be paid a Gas and Travel Stipend of fifteen dollars (\$15.00) per day they are assigned as a substitute or temporary employee and must travel greater than twenty-five (25) miles to perform work.

27.9. Working Out of Classification

27.9.1. When an employee temporarily replaces (fewer than five (5) work days) for another employee in a higher paying job classification, the replacement employee will be paid at their current rate for the higher paying classification or job.

27.9.2. When an employee temporarily (greater than five (5) work days) replaces another employee in a higher paying job classification or the District temporarily re-assigns an employee to provide extra help in another classification, the replacement employee will be paid at the pay rate of the employee that they are temporarily replacing for the duration of the temporary assignment, but at no time shall their wage be reduced below their regularly assigned hourly rate while working in the temporary position .

27.10. Other Wage Provisions

27.10.1. Meal Service

Head cooks, assistant cooks, satellite cooks, snack bar cooks, and cooks helpers will receive one free meal daily when on duty.

27.10.2. Option for Twelve (12) Equal Paychecks

Employees who work less than 12 months shall have the option of receiving twelve (12) equal pay checks. Employees who choose 12 equal pay checks (September-August) must notify the district and submit required paperwork no later than September 5 of each year. Employees shall receive three (3) equal pay checks on the normally scheduled payday in the month of June for June, July, and August. If an employee has selected the twelve-month option and resigns, is terminated, or is otherwise removed from employment by the District, and the employee has been overpaid, then the district may deduct the overpayment from the employee's final paycheck.

27.10.3. Scheduled Hours Per Day to Determine Employment Status

Hours per day for each position shall be assigned by the District Superintendent or designee to determine employment status (i.e. 12-month employee, 9-month employee). Overtime hours will not be used to calculate employment status, however if an employee regularly works overtime hours they may petition the District for a change in employment status by contacting the District Office.

27.10.4. Bus Driver Out of Town Trips

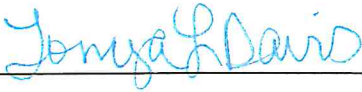
For District-sponsored extra-curricular bus trips, the regular bus driver pay scale will be used. When trips require overnight stays, driving time will be paid at the driver's regular hourly rate of pay and as hours worked. Layover time will be paid at step 1 of the bus driver rate as hours worked. A fifty dollar (\$50.00) lump sum payment will be paid to the bus driver for any out of District trip with one-way travel greater than two-hundred fifty (250) miles. Layover time is defined as on duty time (engaged to wait, not released, or engaged in non driving-activities), and is distinguished from off-duty time (waiting to be engaged, released). Lodging and meals for bus drivers will be paid by the District.

27.11. PERS Pickup

The District will continue paying the 6% Employee PERS contribution for all active PERS members in addition to the Employer's PERS contribution.

FOR OREGON SCHOOL EMPLOYEES ASSOCIATION

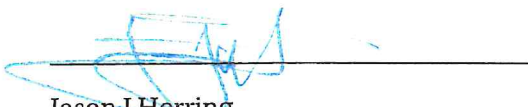
Madras Chapter 54



Date: 7-14-22

Tonya Davis

President OSEA Madras Chapter 54



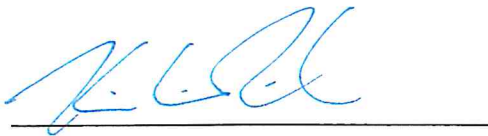
Date: 7-14-22

Jason J. Herring

OSEA Field Representative

FOR JEFFERSON COUNTY SCHOOL DISTRICT 509-J

Board of Directors



Date: 15 J-1 22

Kevin Richards

Jefferson County School District 509-J

School Board Chairperson