

# **Collective Bargaining Agreement**

**Between**

**Philomath School District 17J**

**And**

**Oregon School Employees Association**

**Philomath Chapter 64**



**July 1, 2022 – June 30, 2024**

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## **Article 1 - Recognition**

- 1.1 This Collective Bargaining Agreement hereinafter referred to as the “Agreement” is made between the Oregon School Employees Association (OSEA) Philomath Chapter 64, hereinafter referred to as the “Association”, and the Philomath School District hereinafter referred to as the “District”

The District recognizes the Association as sole and exclusive bargaining representative for all of the full-time and part-time classified employees with these exceptions: temporary employees, non-bargaining unit substitutes, and high school and college interns.

Part-time employees are those employed by the District for less than twenty (20) hours per week.

- 1.1.1 Probationary Employee is a newly hired employee who must complete one hundred thirty (130) workdays before being considered a regular employee. Paid and/or unpaid leaves shall not be considered a workday toward the completion of the probationary period.
- 1.1.2 Temporary/Seasonal Employee is an employee who is hired for a period not to exceed ninety (90) working days, and/or is hired to fill a position created for the purpose of completing a specific task or assignment.
- 1.1.3 Substitute Employee is an employee who is hired to take the place of an absent regular employee.

## Article 2 — District Rights

- 2.1 It is expressly recognized that the District's operational and managerial responsibilities include the right to:
- 2.1.1 Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer;
  - 2.1.2 Direct the work of all of its personnel, determine the number of shifts and hours of work starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days;
  - 2.1.3 The right to direct the working forces, including the right to hire, promote, discipline and discharge employees as per Article 11, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees;
  - 2.1.4 Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein subject to negotiations with the Association over mandatory subjects of bargaining;
  - 2.1.5 Adopt reasonable rules and regulations to include Board Policies;
  - 2.1.6 Determine the qualifications of candidates for vacant positions, including physical condition standards;
  - 2.1.7 Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, division or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
  - 2.1.8 Determine the financial policies including all accounting procedures and all matters pertaining to public relations; in accordance with state and federal law;
  - 2.1.9 Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement;
  - 2.1.10 Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
- 2.2 The District reserves all rights except those limited by this agreement.

### **Article 3 — Association Dues Deductions**

- 3.1 Upon authorization in writing by each employee, on the form provided by the Association, the District agrees to deduct Association dues from the employees' wages.
- 3.2 The District agrees to transmit the dues deducted, as indicated in Article 3.1, to the state office of the Oregon School Employees Association, 4735 Liberty Rd. S., Salem, OR 97302.
- 3.3 The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this article. The Association shall pay fees and costs incurred by the District as a result of any claim regarding the provisions of the article.

## Article 4 — Association Rights

- 4.1 **Facilities:** The Association designated representatives will be allowed access to employees within the bargaining unit during work hours at the worksites and to use the facilities of the District for meetings to conduct association representation or other business without charge in accordance with the District's scheduling procedures. Other uses of district facilities by the Association will be in accord with District policy.
- 4.2 **Office Equipment:** The Association will have the right to use office equipment for Association business when such equipment is not otherwise in use, provided that the equipment is not assigned to an individual. The Association will pay for the reasonable costs of all materials and supplies.
- 4.3 **Communications: Bulletin Boards, E-Mail/Mailboxes, and Courier:** Bulletin board space will be made available to the Association to post association materials in each school. The Association may use District email, staff mailboxes and intra-district courier for communicating with employees, provided District material will have the first priority. All materials must comply with State law and district policy with respect to campaign and election information.
- 4.4 **Designated Representatives:** The Association shall represent all classified bargaining unit members within the District equally and without discrimination.

*Designated representatives* for the purposes of this Article shall include chapter executive board officers, other association-trained, designated classified, and the non-employee association field representative. These representatives shall be permitted access to the District's facilities for the purpose of engaging in the activities described in this Article. Representatives will check in and out at the work site office.

Association chapter-designated representatives and the Field Representative, shall be allowed reasonable time to engage in representational activities during the employees' regular work hours. Classified employees being represented and designated representative employees shall suffer no loss of compensation or benefits to engage in representation activities in accordance with HB 2016 to:

- (a) Investigate and process grievances and other workplace-related complaints;
- (b) Attend investigatory meetings, hearings, and other due process proceedings;
- (c) Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
- (d) Engage in collective bargaining;
- (e) Attend labor-management meetings, safety committee meetings and any other meetings between representative of the District and OSEA to discuss employment relations;

- (f) Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s);
- (g) Testify in a legal proceeding in which the designate union representative has been subpoenaed as a witness.

The District will not be obligated to pay overtime compensation due to the provisions of this Article, and will help to arrange and manage time if necessary. The parties agree that this constitutes a waiver of overtime within the meaning of ORS 653.268.

Designated classified representatives shall provide their immediate supervisor with notice of the need to perform the activities listed above at least forty-eight (48) hours prior to the time the activities require them to be away from their regular job duties, except in an emergency.

- 4.5. **District Employee Information Notifications to the Association:** Within ten (10) days of their date of hire, the District will provide the Association the following information for newly hired bargaining unit members: date of hire, position title, worksite location, annual salary, number of months worked, number of paychecks per year, work phone number, personal phone number, personal address, and personal email.

On the first (1<sup>st</sup>) workday of each month, the District will provide the Association with a list of all employees who resigned or have been terminated during the previous month.

Each one hundred and twenty (120) days, the District will provide the Association with an updated listing of all bargaining unit members to include: date of hire, position title, worksite location, annual salary, number of months worked, number of paychecks per year, work phone number, personal phone number, personal address, and personal email.

The information notifications described in this Article shall be sent to the Association's current chapter president and field representative, and state office ([classified@osea.org](mailto:classified@osea.org)) in an editable electronic format (Excel preferred).

- 4.6 **Employee Orientation:** The Association designated representative(s) shall provide orientation information to new employees by taking part in the District's scheduled new employee orientation sessions whenever possible. When it's not possible to participate in the District's scheduled new employee orientation sessions, the Association designated representatives may meet with new employees at their worksites or alternate sites.

The District shall provide the Association chapter president a ten (10) day notice of upcoming District\_new classified employee orientation sessions.

OSEA shall be allowed to meet with newly hired classified bargaining unit members for a period of not less than thirty (30) minutes and up to one hundred twenty (120) minutes for the purpose of employee orientations without undue interference.

During group orientation events or activities at the beginning of the academic year, OSEA shall be permitted to set up a table to meet directly with employees before, after, and during breaks without undue interference. In addition, a separate group orientation period not to exceed one hundred and twenty (120) minutes may be requested and shall be granted on paid work time.

At least two (2) days' written notice of the time needed for employee orientation will be given to the immediate supervisor(s) of the Association designated representative(s) and new bargaining unit employees whenever possible.

No employee shall suffer a loss in compensation or benefits as a result of participating in or attending OSEA orientation presentations.

4.7 **OSEA Non-Local Association Representative:** Other non-local association representatives may visit District worksites after notice to the appropriate supervisor or the Human Resources Office, provided such visits do not interfere with District work.

4.8 **Association Leave and Time Release:** Association representatives, elected or appointed, will be granted time off from their regular district duties as follows:

4.8.1 Upon request of the Association, the District will grant to the Association leave time at no cost to the Association. Such leave will be for designated representatives to attend trainings, activities, and perform general duties of the Association relating to employment relations, in its role as the exclusive representative of employees represented by the Association with the District.

4.8.2 The District shall grant association time release to employees to attend outside trainings and events of importance to the Association. The cost of the employees' leave shall be reimbursed to the District by the Association.

4.8.3 At least two (2) days' written notice will be given to the immediate supervisor for association leave except in the case of an emergency. The use of such hours will be in increments of not less than one (1) hour per Association member using such hours.

4.8.4 The District reserves the right to refuse the requested time off for any employee whose absence will unduly interfere with the District's operation.

4.8.5 The District will not be obligated to pay overtime compensation due to the provisions of this section. The parties agree that this constitutes a waiver of overtime within the meaning ORS 653.268.



- 4.8.6 The District shall approve time release leave for any employee elected or re-elected to an association state office. Terms of office are for three (3) years and successive terms are possible. The employee on time release leave shall continue to be paid for their yearly assignment which will include all regularly scheduled work days and all other benefits (insurance, paid holidays, vacation days, PERS, etc.) provided by the District. The employee shall receive pay and benefit increases, and any other allocations as if they were present and working in the District.

During the time release leave, the employee's position shall be filled on either a temporary or limited duration assignment basis allowing the employee to return to the District position when they complete their term(s) as a state officer.

On a monthly basis, the District shall bill the Association for time release reimbursement (for all payroll and associated payroll costs, and for the cost of insurance benefits) to OSEA, 4735 Liberty Rd., S., Salem, OR 97302 or by email to Brad@osea.org. The Association shall provide payment to the District in a timely manner.

- 4.8.7 A public employer is not liable for an act or omission of, or an injury suffered by, an employee of the public employer if the act, omission or injury occurs during the course and scope of the employee serving as a designated representative for the exclusive representative during a period of time release leave.
- 4.8.8 If the public employer is held liable, the exclusive representative shall indemnify the employer and held the employer harmless from all liability arising from the act, omission or injury that occurred during the period of time release leave.

## Article 5 — Workweek

- 5.1 **Workweek:** A full-time work schedule shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) eight (8) hour days or four (4) ten (10) hour days. To the extent consistent with the operational needs and requirements of the District, such workdays shall normally be consecutive as scheduled by the District. To the extent consistent with the operational needs and requirements of the District, the District will schedule work on a Monday-through-Friday basis. The District reserves the sole discretion over operational needs and requirements.

In accordance with ORS 279.340, (overtime) the District will compensate employees at the rate of time and one-half (1.5) for all hours worked in excess of forty (40) hours per week.

- 5.2 **Rest Periods:** Those employees who work four (4) or more hours per day will receive a paid fifteen (15) minute break during each four (4) hour period. Additionally, breaks of fifteen (15) minutes will be provided at least at the minimum hourly increments required by state and federal law and as detailed on the Meal and Rest Break Periods chart in Article 5.4.

Oregon law requires an employer-paid rest period of not less than ten (10) minutes for every segment of four (4) hours or major part thereof two (2) hours and one (1) minute through four (4) hours worked in one work period. This time must be taken in addition to and separately from required meal periods. The law requires employees to take all required breaks in the middle of each four (4) hour (or major part thereof) work segment. It is prohibited for an employer to allow employees to add the rest period to a meal period or to deduct rest periods from the beginning or end of the employee's work shift.

- 5.3 **Meal Period.** Employees shall receive an unpaid uninterrupted meal period of one-half (1/2) hour in accordance with Oregon Revised Statutes and Oregon Bureau of Labor and Industries (BOLI) requirements. Such time shall be scheduled by the employee's immediate supervisor as near as possible to the halfway point of the individual's work day.

Ordinarily, employees are required to be relieved of all duties during the meal period. Under exceptional circumstances that only occur rarely and temporarily, however, the law allows an employee to perform duties during the meal period. When an employee must work all or part of their meal period, as directed by their immediate supervisor, the employer must pay the employee for the whole meal period.

5.4 **Oregon BOLI Minimum Requirements for Meal and Rest Break Periods Based on Length of Work Period.**

Length of work period	Number of paid rest breaks required 15 minutes by CBA	Number of unpaid uninterrupted meal breaks required 30 minutes minimum
2 hours or less	0	0
2 hours 1 minute – 5 hours 59 minutes	1	0
6 hours	1	1
6 hours 1 minute – 10 hours	2	1

The Oregon BOLI requirements for rest and meal period breaks may be modified by the terms of a collective bargaining agreement if the terms of the agreement specifically prescribe rules concerning rest and meal periods as long as the minimum times are met.

- 5.5 **In-service Day(s).** The District shall provide a minimum of one (1) in-service day for classified at the beginning of the school year, and opportunities for additional professional learning during the school year.
- 5.6 **Transporting Students.** Classified employees who are assigned the duty of driving/transporting students will be provided written guidelines and any required on-going training; necessary emergency student health/medical and contact information; a properly equipped district vehicle; District-provided auto insurance coverage for the driver and the District vehicle; and any other items needed to provide for the safe transportation of students. District vehicles with working cameras will be in use for student transportation.
- 5.7 **Work Schedules.** Upon hire employees shall be provided with a written schedule which shall be updated to keep current. The schedule will contain: work shift start and end times, designated paid rest and unpaid uninterrupted meal breaks, and a fifteen (15) minute period of time when the employee shall check their work email.

## 5.8 **Surveillance Video Equipment**

The District has surveillance video equipment at all sites for purposes of monitoring school safety and security. When issues of school safety or security require that video footage needs to be viewed, school administrative staff will be responsible for reviewing that footage.

- a) Information derived from electronic surveillance will not be used for purposes of staff supervision and/or evaluation and does not exist for such purposes.
- b) This agreement does not preclude the District from investigating a claim of potential employee misconduct if such an investigation is prompted by a review of the electronic surveillance for another bona fide school safety or security need, and possible misconduct is discovered. In such instances, the bargaining unit member and their OSEA representative (if applicable) shall be provided a copy of the video footage at the onset of the investigation.
- c) Association members shall be informed of the location and purpose of such equipment by their school administrator. A centralized school map of camera locations shall be available for viewing upon request.
- d) Except as otherwise provided by this Agreement, employees shall remain entitled to all of the benefits and rights provided by the collective bargaining agreement between the parties.
- e) Any disputes regarding an alleged violation or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure in the collective bargaining agreement between the parties.

## Article 6 — Reduction in Force and Recall

- 6.1 **Seniority:** Seniority shall be defined as the employee's total length of continuous service with the District.

For the purpose of computing seniority, all authorized paid or unpaid leave of six (6) months or less shall be considered as time worked. Employees who are laid off as a result of a reduction in positions and who are subsequently reinstated shall retain their full seniority except for the period of layoff.

- 6.2 **Reduction in Force/Layoff:** In conducting a layoff under this section, the District will first determine the programs(s) or area(s) scheduled for reduction or elimination. Employees shall be given a minimum of a two (2) week written notice of layoff (by mail or hand delivery) and by verbal contact (by phone call or private meeting) so that every effort is made to contact employees when layoffs occur, regardless of the time of year.

Bargaining unit employees within the affected job title shall be laid off on the basis of the employee's seniority within the District. The employee with the least District seniority shall be the first laid off. However, the District reserves the right to layoff out of order seniority if retention of special job skills is required.

- 6.3 **Bumping Rights:** When layoffs occur, the District shall provide for bumping rights of more senior employees. More senior employees shall bump the least senior employee in the (a) same job title and with the same annual hours of employment, (b) the same job title and with lower annual hours of employment.

More than one less-senior employee may be bumped for an aggregate of annual hours to allow for senior employees to maintain as many of their annual hours of employment as possible.

- 6.3.1 If there are no positions within the same job title for which the employee is eligible to bump (because, for example, the employee has the least district seniority within the job title or there are no other such positions in the District), the employee shall be eligible to bump (a) the least senior employee in a job title in the same classification, with the same or lower maximum rate of pay and the same annual hours of employment if the employee can demonstrate that they are qualified to perform the work of the job title that is proposed to bump, (b) the least senior employee in a job title, in the same classification, with the same or lower maximum rate of pay and lower annual hours of employment.

(Any employee who can meet the minimum qualifications specified in the most recent position opening announcement for the job in question shall be considered qualified.)

6.3.2 An employee affected because of a reduction in force shall also be eligible to bump into (a) a position formerly held within the District if (b) the employee has greater seniority within the specific job title and remains qualified. Employees may bump into positions that provide less than one hundred percent (100%) of the annual total compensation (including insurance benefits) earned at the time of layoff if there are no other jobs with greater total compensation available, however, by doing so, the employee does not forfeit their right to recall into a position with greater total compensation (up to their total at the time of layoff) if forces increase during the recall period.

6.4 **Recall:** When forces again increase, employees shall be returned in the inverse order in which they were laid off. District seniority shall be used to determine the order of return to work within a job classification consistent with the employee's ability to perform the job. Any employee who can meet the minimum qualifications specified in the most recent position opening announcement for the job in question shall be considered qualified to perform the job. Job classifications are set forth in Appendix B and include:

Classification 1: Maintenance/Custodial

Classification 2: Clerical/Other

An employee shall also be eligible for recall into a position formerly held within the District outside of their most recent classification if the employee remains qualified. In such case, the employee's seniority within the former position shall be used to determine order of return.

Recall rights expire sixteen (16) months after the date of layoff. The District shall have the responsibility to contact the employee for a sixteen (16) month period following a reduction in force. The employee shall have the responsibility of notifying the District during this sixteen (16) month period of a change in address.

Employees shall not be required to accept positions that provide less than one hundred percent (100%) of the annual total compensation (including insurance benefits) earned at the time of layoff. Should an employee accept a position with the District in a lower salary range or shorter hours, the employee shall retain all rights to be recalled in a higher range and hours, up to the level earning at the time of layoff.

The District shall simultaneously send a copy of the rehire offer and responses to the Association.

Part-time employees shall not be required to accept a position with greater hours.

Full-time employees whose positions have been eliminated may bump into one or more part-time jobs within a job classification if no other full-time jobs are available.

## Article 7 — Job Postings, Transfers, and Job Share

- 7.1 **Job Postings:** At least ten (10) calendar days prior to the closing of any job posting, regular and temporary/seasonal position vacancies including job descriptions shall be posted on the District’s website, on OSEA bulletin boards at each work site, and copies shall be sent to the Association president and secretary.

Current employees may apply for a job posting by completing the simple application process in TalentEd. Employees that meet the minimum qualifications of the position shall be offered an interview.

- 7.2 **Transfers:** When a regular job vacancy occurs which the District intends to fill by transfer, a notice shall be posted within thirty (30) calendar days of the vacancy.

At least ten (10) calendar days prior to the closing of a transfer vacancy, the District shall make available to the Association by posting the transfer vacancy notice and job description on the District website, on OSEA bulletin boards at each work site, and copies sent to the Association president and secretary. Current employees may apply for a transfer by completing the internal application process.

Employees shall be notified by the Superintendent of approval/denial of the transfer within ten (10) working days after the closing of the position.

- 7.3 **Job Share:** Education programs must be the primary consideration in determining whether a job is to be shared. Job Share assignments shall be filled only by staff who have jointly agreed to work together.

7.3.1 Job sharing shall refer to two (2) qualified employees sharing one (1) position. The responsibility for determining whether or not a position is to be shared shall rest with the building principal and be authorized by the Superintendent.

7.3.2 Individuals wishing to job share shall jointly submit a plan to the Superintendent by April 1, counter-signed by the building principal signify their acceptance of the request. Job sharing may be granted annually upon mutual agreement of the two (2) employees, and with the approval of the building principal and the Superintendent. A new plan must be submitted each year. The plan submitted will identify the responsibilities of each of the job share participants.

- 7.3.3 Job share plans shall also identify primary and secondary jobholder status for each employee. Primary jobholder refers to the employee who held the full position prior to the job share agreement. Secondary jobholder refers to the employee brought in to the job through the job share agreement. When two (2) individuals apply for a position which neither hold, with the intent to job share, primary and secondary jobholder status must be determined by the job sharers.

The primary jobholder retains the right to discontinue the job share at the annual expiration of the agreement and to have their hours restored. If the primary jobholder elects to discontinue the job share agreement at its expiration, the secondary jobholder may exercise their rights under Article 6 - Reduction in Force and Recall. A displaced job sharer may not bump into another job share arrangement.

If either employee resigns or otherwise terminates employment, the other employee must assume the duties of that position. An employee seeking to job share their position will be entitled to participate in the process of recruiting, interviewing, and selecting job share candidates.

- 7.3.4 Compensation shall be prorated to reflect the fraction of the position being shared. Each employee is entitled to a step increase in accordance with the Agreement. The two (2) participants may divide insurance and all other benefits (including early retirement, paid leaves, and holidays) so that the cost to the District will not exceed the normal benefits for one (1) full-time employee (subject to insurance carrier limitations).

Retirement will be in compliance with the legal requirements and contractual terms. Unemployment insurance and workers' compensation shall be provided.



## Article 8 — Personnel Records

- 8.1 There shall be one (1) personnel file kept in a central location for each employee. The employee shall have the opportunity to sign all adverse materials prior to being placed in the personnel file; the signature only indicates that the employee has seen the material and does not indicate agreement. Any material added to the file that has or could have a negative impact upon employment shall be shown to the employee prior to its placement within the file.

No evaluation document, disciplinary document, complaint or any other document that reflects critically upon an employee's performance will be placed into the employee's personnel file without a copy being furnished to the affected employee and the employee shall be given the opportunity to sign the document. Should an employee refuse to sign, the supervisor shall indicate on the document that the employee refused to sign and sign and date the document themselves. The employee shall have the right to attach a written rebuttal to any material placed in the personnel file.

- 8.2 Any employee and their designee may examine their personnel file at any time. A designee must have approval from the employee to view the material.
- 8.3 An employee may request disciplinary items within their personnel file five (5) years be removed by the District. Items that will not be removed include sexual misconduct or harassment, misuse of District resources, theft, and any performance-related issues that have been repeated during the most recent ten (10) years. Items shall be removed by agreement of the employee and the Superintendent.

## **Article 9 — Severability of Provisions**

- 9.1 In the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board (ERB), by statute or constitutional amendment or by inability of the employer or the employees to perform to the terms of the Agreement, then upon request by either party the invalid words or sections of this Agreement shall be reopened for negotiations. Renegotiation of the Agreement is pursuant to ORS 243.698.

## **Article 10 — Complaint/Grievance Procedures**

### **10.1 Definitions**

10.1.1 A "complaint" is any matter an employee wishes to bring to the attention of the District which is not covered by the Collective Bargaining Agreement and its grievance procedure.

Complaints regarding labor law violations are addressed outside of the regular complaint and grievance procedures detailed in this Article. An OSEA Field Representative will work directly with any classified employee who brings forward a labor law violation complaint.

10.1.2 A "grievance" is a claim by an employee, a group of employees, or the Association based on the interpretation, meaning or application of any of the provisions of this Agreement.

A "grievant" is the person, persons or the Association making the claim.

10.1.3 A "party in 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.

10.1.4 "Working days" shall refer to all days that the District Office is open.

### **10.2 Complaint Procedure**

An employee with a complaint that is outside of the Agreement's grievance procedure will follow the process and requirements in accordance with Board Policy GBM and GBM-AR. Complaints regarding labor law violations are addressed outside of the regular complaint and grievance procedures detailed in this Article. An OSEA Field Representative will work directly with any classified employee who brings forward a labor law violation complaint.

### **10.3 Grievance Purpose**

10.3.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

10.3.2 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss that matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the employee organization, provided the adjustment is not inconsistent with the terms of the Agreement and the employee's organization has been given the opportunity to be present at such adjustments.

## 10.4 Grievance Procedures

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

- 10.4.1 Level One - Informal Conversation: An employee with a grievance shall first discuss it with their principal or immediate supervisor, either directly or through a representative with the objective of resolving the matter informally. Said grievance is to be initiated within twenty (20) working days of the occurrence of the grievance or first knowledge thereof. Failure to file a grievance within this time frame shall prevent the further prosecution of the grievance.
- 10.4.2 Level Two - Superintendent: If the grievance is not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within ten (10) working days after presentation of the grievance, they may, within ten (10) working days, file the grievance in writing with the Superintendent. The written grievance statement at Level Two shall contain an explanation of the grievance, the specific provisions of the Agreement that have been violated, and the requested remedy.

Within ten (10) working days of receipt of the written grievance by the Superintendent, the Superintendent or their designee shall meet with the aggrieved in an effort to resolve it.

- 10.4.3 Level Three - Arbitration: If the Superintendent's decision is not satisfactory, or if no decision has been rendered within ten (10) working days after the meeting, the grievance may, within ten (10) working days of the Superintendent's decision, be referred to binding arbitration.

When a timely request has been made for arbitration, the parties to this Agreement or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) working days of the request for arbitration jointly request a list of five (5) arbitrators from the Employment Relations Board (ERB). As soon as the list has been received, the parties or their designated representatives shall determine the arbitrator by an alternating striking process. The party to strike first shall be determined by a coin flip. The arbitrator shall schedule a hearing and, after hearing such evidence as the parties' desire to submit to support or deny the grievance statement, shall render a decision and opinion within thirty (30) calendar days following the close of the hearing. The arbitration hearing shall be held in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall be without power or authority to make any decision or to impose any obligation on the Association or the District which is in violation of the terms of this Agreement. A decision of the arbitrator shall, within the scope of their authority, be binding on both parties.

The arbitrator shall have no power to substitute their judgment for that of the District. The arbitrator shall have no power to add to, subtract from, modify, or amend any terms of this Agreement.

The costs for the services of the arbitrator, including per diem expenses, if any, and their travel and subsistence expenses will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

#### **10.5 Rights of Employees to Representation**

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

10.5.2 Any party in interest may be represented at all stages of the grievance procedure by a person of their own choosing. When an employee is not represented by the employee organization, the organization shall have the right to be present and to state its views at all stages of the grievance procedure.

#### **10.6 Miscellaneous**

10.6.1 If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

10.6.2 Decisions rendered at levels one, two and three of the grievance procedure shall be in writing setting forth the decision, and the reasons therefore shall be transmitted promptly to all parties in interest and to the representatives.

10.6.3 All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

## **Article 11 — Discipline Procedure**

- 11.1 Employees shall not be disciplined, reprimanded, or reduced in rank or compensation without just cause and due process. Just cause and due process in this Agreement mean:
- 11.1.1 The employee must be given timely written notice of charges against them.
  - 11.1.2 There will be a thorough and fair investigation of the charges before any discipline is administered.
  - 11.1.3 The employee required to attend a meeting regarding a matter which could affect the continued employment of the employee shall be given the reasons for the meeting at least forty-eight (48) hours in advance of the meeting.
  - 11.1.4 The employee shall have the right to have representatives of their choice present at any meeting of an investigatory nature with a supervisor or the District which they reasonably believe might result in disciplinary action.
  - 11.1.5 All information forming the basis of disciplinary action will be made available to the employee at the employee's request.
  - 11.1.6 There must be a preponderance of evidence to take disciplinary action against an employee.
  - 11.1.7 Discipline will be administered in a way that is reasonable as related to the offense.
- 11.2 **Administrative Leave with Pay**
- 11.2.1 In the event of an investigation regarding possible misconduct by an employee or by others, an employee may be immediately placed on paid administrative leave during the time of the investigation and discipline determination. During this time, the employee may be directed to remain off of District property and to turn in any keys/key cards that would provide access. The employee shall receive no loss of pay or benefits during paid administrative leave.
  - 11.2.2 If the District terminates an employee, the termination date shall be the date of the discipline determination meeting with the employee.
  - 11.2.3 Paid administrative leave shall not exceed thirty (30) workdays. This time limit may be extended by mutual agreement by the District and the Association.
  - 11.2.4 The dismissal of probationary employees will be exempt from the provisions of this Article.

### 11.3 **Dismissal Procedure**

- 11.3.1 Dismissal because of unacceptable job performance will be initiated only after a review of the employee's job performance with their supervisor. The employee will be given suggestions for improving performance and will be given a period of time, determined by the District, in which to improve.
- 11.3.2 If improvement is not satisfactory, the District may take further action as it deems appropriate. Dismissed employees have the right to a School Board hearing in accordance with current ORS.

## Article 12 — Compensation and Insurance Benefits

- 12.1 Salary schedules for classified employees in the bargaining unit are located in Appendix A and by this reference are incorporated herein.

Steps of the salary schedules will be maintained at five percent (5%) increases between steps one through six (1-6) and maintained at two percent (2%) increases between steps six through nine (6-9).

### Longevity Stipend

12.1.1 All employees who have eleven (11) or more continuous years of service shall receive a longevity stipend calculated by taking one percent (1 %) of the employee's current hourly wages and multiplying it by the number of regularly scheduled contract hours per year. All employees who have sixteen (16) or more continuous years of service shall receive a longevity stipend calculated by taking three percent (3%) of the employee's current hourly wages and multiplying it by the number of regularly scheduled contract hours per year. All employees who have twenty-one (21) years of service shall receive a longevity stipend calculated by taking six percent (6%) of the employee's current hourly wages and multiplying it by the number of regularly scheduled contract hours per year.

12.1.2 The longevity stipend shall be payable to those employees who have completed the required years of service by September 30. The employee may choose at the beginning of the work year to have the payment of the longevity stipend in a separate check during the month of June or by averaging the payment pursuant to Article 12.13.1.

### 12.2 Salary

12.2.1 Effective July 1, 2022, for the 2022-2023 year, there shall be an across-the-board wage increase of two percent (2%) cost of living adjustment. These increases are reflected in Appendix A.

Effective July 1, 2023, for the 2023-2024 year, there shall be an across-the-board wage increase of two and three quarters percent (2.75%) cost of living adjustment. These increases are reflected in Appendix A.

All eligible employees shall receive a step on the wage schedule on July 1, 2022 and July 1, 2023.

For those not eligible for step movement and who are not on a Plan of Assistance for Improvement (PAI) a \$40 per-month 403(b) contribution shall be made for the 2022-2023 and 2023-2024 school years.



12.2.2 Each classified employee will be evaluated on the District's classified employee evaluation form by their immediate supervisor once a year. Employees will be given a copy of the annual evaluation.

12.2.3 Any employee that needs to improve in an area(s) as identified by the annual evaluation or job description may be placed on a planned program of improvement by their supervisor. An employee who is placed on a planned program of improvement as a result of an unsatisfactory evaluation report will not immediately receive a step advancement for that coming year.

The employee will begin a planned program of improvement not to exceed three (3) months within four (4) employee workweeks of the decision that the employee shall be placed on a plan. When an employee has successfully completed their plan of improvement, the employee will become eligible for step advancement beginning on the date of successful completion, and it will not be retroactive to the start of the fiscal year. Any courses that are required by the program of improvement and approved by the Superintendent shall be provided and/or paid for by the District.

12.2.4 PERS CONTRIBUTION. The six percent (6%) employee contribution to PERS will be paid by the District.

12.3 Initial placement on the wage schedule for new hires and those who have applied for and been promoted to a new higher level range positions shall be in accordance with Pay Equity law requirements and take into consideration their knowledge, education/training and years of experience.

12.4 Overtime shall be compensated pursuant to ORS 279.340.

Compensatory time will not accumulate beyond forty (40) hours not including paid time off (e.g., holidays, sick leave, etc.). All hours worked shall be documented on monthly time sheets. Work schedules shall be determined by the supervisor or building principal. The building principal and/or supervisor shall monitor and sign all monthly time sheets.

12.5 Whenever an employee is required to work a contract-designated holiday, the total compensation the employee will be paid will be twice (2 times) the employee's normal rate for the hours worked.

12.5.1 During the employee's seventh (7th) consecutive day of work, the total compensation the employee will be paid is at twice (two times) the employee's normal rate for the hours worked. This rate of pay shall continue until the employee is provided at least twenty-four (24) hours off work. Employees will be required to work seven (7) or more consecutive days in the event of a time-sensitive work emergency only.

## 12.6 Incentives

The following incentives will be awarded to the employee, pro-rated on employee's FTE, at the end of the school year if the employee has two (2) or less total absences from Article 13.6 of this Agreement during the school year.

• No leave taken	\$200
• Up to and including 1 day absent	\$175
• More than 1 day and up to 2 days absent	\$150

## 12.7 Reclassification

If an employee is reclassified by the District to a higher classification, the employee shall be moved, effective the date of the assignment, to the step in the new classification in accordance with Pay Equity law requirements and that takes into consideration their knowledge, education/training and years of experience. Employees shall be placed on the new classification pay schedule, and their hourly wage shall not be less than their previous wage.

## 12.8 Working out of Classification

Employees temporarily assigned by the District to perform all the duties of a higher classification shall be considered to be working out of classification. After five (5) consecutive workdays in such assignment, an employee shall be entitled to the rate of pay retroactive to the first day in the new classification at the same step as prior column assignment.

## 12.9 Protective Equipment, Uniforms and Boot Allowance

When a classified employee is required by the District to wear protective equipment or clothing, such protective equipment or clothing shall be provided by the District. Such equipment and clothing shall remain District property except for personal use disposable items.

Classified employees who perform maintenance, custodial and food service duties will be provided three (3) uniform shirts per year upon the employee's request. The uniform shirts shall remain the property of the District, and each employee will be responsible for laundering their own shirts. Employees who require boots for safe performance of their duties will be provided a boot allowance not to exceed one hundred dollars (\$100) per year. A receipt is required to process the reimbursement. Boots remain the property of the employee.

**12.10 Mileage and Per Diem Allowances**

The District shall pay an employee, with prior approval, a car allowance per mile at the current IRS rate and per diem (food and lodging) at the Board's established rate for all authorized business.

**12.11 Physical Examination**

The District will pay for any physical exam required by the District.

**12.12 Safety/First Aid/CPR Training**

The District will offer safety, First Aid and CPR training to all classified. Any classified member who is required to participate in mandatory training as a requirement of their job duties will be paid for their training time. These trainings include but are not limited to, online "Safe Schools" (blood borne pathogens, mandatory reporting, FERPA), student behavior management, safe lifting, asbestos, fork lift, playground concussion, First Aid and CPR.

**12.13 Payroll/Direct Deposit**

12.13.1 Payroll for employees shall be averaged over the twelve (12) month period Starting with the first month of the employee's regularly scheduled work year. Employees that work less than four (4) hours per day will be paid based on Actual hours worked each month unless they notify the District in writing by September 15. Pay days shall be the last business day of the month.

Employees may choose to have paychecks issued via electronic deposit.

12.14 There will be a one (1) hour minimum call back paid at time and a half (1.5 regular rate of pay) when staff designated on the District Security Call Out list are called back to work on non-regularly scheduled work time. This includes call backs for building rental issues.

12.15 When Administrative Assistants or other designated employees perform work finding substitutes outside normal work hours, they will be compensated for the time worked in increments of fifteen (15) minutes regardless of the number of calls made/received. Compensation will be by pay or compensatory time off by mutual agreement of the employee and the District.

## 12.16 Insurance Benefits

**12.16.1 Employee Insurance Allocation.** For the 2022-2023 year, the District will contribute for each eligible employee in the bargaining unit family health, dental, vision, life insurance, and short and long-term disability insurance in the amount of one thousand one hundred dollars (\$1,100.00) per month, except that amount shall be increased by the full premium amount of the long-term disability insurance for each year.

For the 2023-2024 year, the District will contribute for each eligible employee in the bargaining unit family health, dental, vision, life insurance, and short and long-term disability insurance in the amount of one thousand one hundred fifty dollars (\$1,150.00) per month, except that amount shall be increased by the full premium amount of the long-term disability insurance for each year.

**12.16.2 Early Retiree Insurance Allocation.** For the 2022-2023 year, the monthly insurance cap for eligible retirees shall be nine hundred ten (\$910.00) per month.

For the 2023-2024 year, the monthly insurance cap for eligible retirees shall be nine hundred and ten dollars (\$910.00) per month.

**12.16.3 Health Savings Accounts.** The District shall contribute to Health Savings Accounts (HSA) for employees who choose a qualifying high-deductible health insurance plan. The employee shall receive an annual one-time payment into their HSA of five hundred dollars (\$500.00) to be paid from the classified insurance reserve fund and seventy-five percent (75%) of the monthly premium savings each month up to the District premium contribution cap paid by the District during the 2022-2023 and 2023-2024 school years.

**12.16.4 Section 125 Plan.** The District shall continue to offer a Section 125 plan to all employees.

**12.16.5 Benefit Termination.** Employees shall have benefits terminated on the first day of the month following termination of employment.

**12.16.6 Full Allocation and Proration.** Employees with a full time equivalent (FTE) range of .5 to 1.0 are eligible to apply for health benefits listed in Article 12.17.1. Employees with an FTE of .81 or higher are eligible to receive the full district contribution. Employees with an FTE of .5 to .80 are eligible for a prorated district contribution.

12.16.7 **Opt Out.** Employees may opt out or waive their insurance coverage benefit in accordance to current OEBB regulations.

If an employee opts out of coverage, the District contributions in excess of an individual employee's actual coverage premium shall be distributed as follows: (1) seventy-five dollars (\$75) per month will be returned as a salary adjustment to the employee (2) twenty-five dollars (\$25) per month for district payroll related costs, and (3) the balance shall be deposited into a classified reserve account. The funds collected in this reserve account shall be managed by the Joint Labor Management Committee and will be used for classified insurance related or classified staff development purposes.

If an employee waives coverage they shall receive no salary adjustment.

12.16.8 **Plan Design and Carrier Selection.** The JLMC will advise the District and the Association regarding insurance plan design and carrier selection for the active and retired employees' health insurance, and shall manage the classified insurance reserve account to determine the amount allocated to buy down the cost of insurance premiums for bargaining unit members and to fund classified professional development opportunities.

## 12.17 **Early Retirement**

### 12.17.1 **Early Retiree Insurance Allocation.**

For the 2022-2023 year, the monthly insurance cap for eligible retirees shall be nine hundred ten dollars (\$910) per month.

For the 2023-2024 year, the monthly insurance cap for eligible retirees shall be nine hundred and ten dollars (\$910.00) per month.

- A. Eligible classified employees shall be entitled to retire early and receive the insurance benefit after they reach sixty (60) years of age and meet the requirements in this Article.
- B. Classified employees hired on or after July 1, 1997 and before July 1, 2002 shall be entitled to retire early under this program after having been employed by the District for at least twelve (12) continuous years. Until the individual reaches sixty-five (65) years of age, the District will purchase for each retired employee up to the same single person health, dental, and vision insurance that is purchased for members of the bargaining unit in an amount not to exceed the amounts specified in this Article (12.17.1).
- C. Classified employees hired on or after July 1, 2002 but before July 1, 2011 shall be entitled to retire early under this program after having

been employed by the District for at least fifteen (15) continuous years. Until the individual reaches sixty-five (65) years of age, the District will purchase for each retired employee up to the same single person health, dental, and vision insurance that is purchased for members of the bargaining unit as per this Article (12.17.1).

- D. Eligible employees hired prior to July 1, 2001 will receive one hundred percent (100%) of cap. Employees hired on or after July 1, 2001 will receive the insurance payment in the following amounts:

30 years or more continuous service	100% of cap
25-29 years continuous service	90% of cap
20-25 years continuous service	80% of cap
15-20 years continuous service	75% of cap

- E. The District will pay for the eligible early retiree's insurance until the employee turns sixty-five (65) years of age or becomes eligible for Medicare.

- F. Payout Option. In lieu of any future medical and dental insurance listed in this Article 18 the employee may select a yearly payout of fifty percent (50%) of the premium at the time of eligibility for the Districts' Early Retirement benefit for up to the time limits of the applicable section or until the employee reaches sixty-five (65) years of age whichever is earlier. The employee is responsible for reviewing this option with the current health benefits carrier to determine rules, guidelines and regulations for current and future eligibility.

## Article 13 — Holidays and Leaves

### 13.1 Holidays

13.1.1 Holidays for employees in the bargaining unit shall be:

Independence Day	Christmas Day
Labor Day	Day before New Year's day
Veterans Day	New Year's Day
Thanksgiving Day	Martin Luther King Jr. Day
Day following Thanksgiving	Memorial Day
Day prior to Christmas	<u>Juneteenth</u>

13.1.2 If holiday falls on day in individual contract calendar, employees in the bargaining unit shall be compensated for the holiday as though that employee had worked a regular contract day.

13.1.3 Holiday pay will be paid to an employee who is on paid status for the last contract day before the holiday and the contract day after the holiday.

### 13.2 Vacation Leave

13.2.1 For all classified employees hired before July 1, 2014, vacation time earned by employees in the bargaining unit shall be granted as indicated in the following outline:

	Years With District		
	1-5	6-14	15 +
Months Worked			
12.0	10	15	20
11.5	9.5	14.5	
11.0	9	14	
10.5	8.5	13.5	
10.0	8	13	
9.5	7.5	12.5	

13.2.2 Employees eligible to earn vacation days may carry over no more than ten (10) vacation days past June 30 each year. Additional vacation days as stipulated in the contract may continue to be earned, however any unused vacation days in excess of ten (10) days will be paid out each June 30.

13.2.3 Personal Reasons days may not be used to extend vacation days.

13.2.4 Classification 2 employees (Clerical/Other) who have a work year of one hundred ninety (190) days or less, may take a maximum of five (5) vacation days during the school year except as otherwise permitted to cover District weather related closure days that will not be made up as detailed in Article 13.5.

Custodial employee may take a maximum of five (5) vacation days during student contact days except that additional vacation days may be approved by the Superintendent due to special circumstances.

13.2.5 Beginning July 1, 2014, all new hires in the Philomath School District who are twelve (12) month employees will be eligible to earn vacation as indicated below. Newly hired employees working less than 12 months per year are not eligible for vacation accrual.

	Years With District		
	1-5	6-14	15 +
Months Worked			
12.0	10 days	15 days	20 days

13.2.6 New twelve (12) month employees shall not be eligible for vacation pay until they have been employed for at least six (6) continuous months.

**13.3 Sick Leave**

13.3.1 Pursuant to ORS 332.507, full-time classified employees are entitled to one (1) day of sick leave per month of employment per year with unlimited accumulation. Part-time employees are entitled to one (1) day sick leave, consisting of normal working hours during a workday, per month of employment, with unlimited accumulation. Any of these days per year may be used for illness within the employee's immediate family or for an employee attending the birth or adoption of their child. The employee's immediate family is defined as people living under the same roof as the employee, the employee's mother, father and/or adult with whom the employee has a parental relationship, the employee's children and siblings as well as any other family members covered by state or Federal leave laws.

a) Employees, who are not working due to a worker's compensation claim for a period of more than thirty (30) calendar days, shall not accrue sick leave.

13.3.2 The District will provide classified with paid Short-Term Disability insurance. In addition, after all paid leave and Short-Term Disability benefits are exhausted, if illness or injury requires an employee's continued absence from work, the District will allow OSEA bargaining unit members the ability to donate sick leave to an ill or injured employee on a case-by-case basis. Employees may only request sick



leave donation once in a contract year. Unused donated sick leave will be returned to the donating employee on a pro rata basis.

13.3.3 Upon PERS-eligible retirement, and not less than ten (10) consecutive years of employment with the District, the District will, contingent upon employee request:

- a) For employees in Tier 1 or Tier 2 with PERS, pay the retiree \$20.00 per eight (8) hours of accumulated sick leave, in lieu of reporting those sick leave hours to PERS. The employee shall receive a lump sum payment upon retirement that may be subject to withholding to federal and/or state income taxes.
- b) For employees in OPSRP (Tier 3) with PERS, pay the retiree \$20.00 per eight (8) hours of accumulated sick leave. The employee shall receive a lump sum payment upon retirement that may be subject to withholding to federal and/or state income taxes.

#### 13.4 **Personal Leave**

The intent of this language is to allow employees to be absent from work due to special circumstances. Employees are encouraged to limit these absences, when possible. For situations of emergency and/or unexpected leaves, the staff member is required to contact the school using the same procedures as if they were ill.

Employees' accumulated sick leave may be used for Personal Leave absences for up to five (5) days per year.

Personal Leave days may not be used to extend vacation days.

#### 13.5 **Emergency Closure Days, Inclement Weather Closure, Cancellation and Delayed Openings**

No employees will be compensated for time not worked due to closures, cancellations, or delays. However, the District administration will guarantee to reschedule work hours using make-up days, extended work schedules, or other means that will benefit educational planning and student learning without creating a financial hardship to employees. Employees will be afforded an opportunity to make-up lost time wages, by using accumulated paid leave time, including compensatory, vacation and sick leave. Those classified who are otherwise limited to the use of five (5) days of vacation leave during the school year, may exceed this limit to make-up for lost time wages due to closures, cancellations or delays.

#### 13.6 **Involuntary Absence Due to Quarantine or Other Health Emergency**

When it becomes necessary to close schools for non-weather related emergencies, hazardous conditions, pandemic or other acts of God, classified employees will not be required to report for work. The District will comply with all state and/or federal guidelines resulting from this act and reserves the right to make up missed work days not to exceed employee regular yearly calendar days. If additional days are required,

the superintendent will work with, and in consultation with, the Association to schedule any additional time or compensation.

### **13.7 Bereavement Leave**

Employees will be granted up to five (5) days' paid leave for death in the immediate family with the approval of the Superintendent or designee. Immediate family shall be defined as an employee's and/or spouse's son, daughter, mother, father, sister, brother, grandparents, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, stepfather, stepmother, stepchild, aunt, uncle, niece, nephew, or anyone living in the employee's household. The length of time allowed for bereavement leave through additional use of sick leave days is defined by State and Federal leave laws.

### **13.8 Jury Duty**

If an employee is summoned to serve on a jury during duty time, the District shall grant the employee a paid leave to serve. If the employee receives a fee for these services, the fee shall be tendered to the District by the employee. However, the employee shall retain all monies collected for mileage and expenses while on jury duty. The District reserves the right to petition to have the employee exempted from jury duty service if their absence would cause hardship on the District.

### **13.9 Leave without Pay**

13.9.1 An employee may be allowed short-term leave without pay up to four (4) weeks, upon request and with approval of their supervisor and the Superintendent.

Long-term leave without pay up to a maximum of twelve (12) months may be allowed upon request and with approval of the Superintendent and Board.

Employees on sick leave and who have exhausted sick leave shall be allowed an additional twelve (12) months' leave without pay.

An employee on leave without pay shall, at the end of such leave, be returned to a position within the District of the same classification, status, and pay. Increases in compensation that went into effect during the time the employee was on leave without pay shall be applied to the employee's compensation upon returning from leave.

An employee on leave without pay may continue to receive insurance coverage by paying the cost (in advance) of that coverage. This must be in accordance with the requirements of the policies in force.

13.9.2 Employees who are eligible for federal or state family medical leave may take the leave according to the statute, rules and regulations.

## **Article 14 — Joint Labor Management Committee**

### **14.1 Purpose**

The Joint Labor Management Committee (JLMC) is established to promote a partnership between the Association and the administration. The parties commit to address issues and concerns at their earliest stage. JLMC's goal is to examine all points of view, to reach understanding, and to solve problems collaboratively. The committee will proactively address member needs as they arise.

### **14.2 Topics**

The JLMC may address all issues, except for active grievances, individual disciplinary issues or issues determined to be subjects of bargaining. If contract issues are raised to or by the JLMC, the committee will either, a) agree to discuss the issue, or b) refer it to the appropriate parties for bargaining. All decisions or changes to the Agreement are subject to the respective party's approval procedures.

JLMC will advise the District and the Association regarding plan design and carrier selection for the active and retired classified employees' health insurance and shall manage the insurance reserve account.

The District and the Association are committed to work together to update position descriptions and evaluation protocols. This work is to be completed by June 30, 2024.

### **14.3 Membership**

The JLMC will be composed of up to three (3) individuals appointed by the administration and up to three (3) individuals appointed by the Association. Each party will determine whether its JLMC appointments are for fixed-term or ongoing membership.

### **14.4 Meetings**

The JLMC will meet on a regular basis for up to two (2) hours per month. Additional time will be arranged upon mutual agreement.

### **14.5 Observation of Meetings**

The JLMC meetings will be open for observation by any District employee, District Representative, or Association Representative.

### **14.6 Compensation**

The District will cooperate with the Association to increase access of the employees to the JLMC process through scheduling of meetings, adjustment of work schedules and provisions of compensatory time arrangements.

## 14.7 **Operating Agreements**

The JLMC will develop and maintain its operation agreements, including; (i) Agenda development; (ii) Meeting times, locations, frequency and duration; (iii) Record-keeping; (iv) Ground rules supported by administration and the Association; (v) Process by which affected employees and/or supervisors raise issues; (vi) Format for issue discussion and decision-making; (vii) Communication with/to Administration and the Association; (viii) Mechanism for addressing unresolved issues; and (ix) Monitoring and evaluation of process.

## Article 15 — Work After Retirement

### 15.1 Work after Retirement/Re-Employment of Classified Staff Members

Employees who retire from the Philomath School District and who are subsequently re-hired by the District are members of the bargaining unit represented by Association. All contractual rights and benefits under the Agreement will be afforded to re-employed bargaining unit members, except those rights and/or benefits expressly set forth below as exclusions:

15.1.1 Employees who choose to resign during the contract year will be rehired to finish out the contract year, should they request the same. Classified staff under a Plan of Assistance would be subject to administration approval.

A. The employee must notify the district of their plans in conjunction with retirement notification [sixty (60) days prior to the beginning of 2<sup>nd</sup> semester], and the Board will respond no later than December 20. The employee does not have to retire until February 28.

B. The employee would continue to work as a temporary employee at their current contracted salary for a period not to exceed their current contracted work year, and will receive insurance benefits per Article 12 through June 30.

C. Any contractual supplemental retirement benefits for which they are eligible will be deferred until the end of their employment agreement.

D. The District will not be obligated to forward payments to PERS for the re-employed unit member who is already drawing PERS benefits.

E. Vacation pay will be cashed out upon effective date of retirement and no additional days awarded.

15.1.2 Employees who retire at the end of the contract year but wish to return to work for the District for the following school year, will be required to apply for employment as a new applicant to the District. Notice of intent to retire employment must be made no later than March 1, different from mid-year notification process.

If retirees are re-employed by the District, the following shall apply:

A. Re-employed bargaining unit members will be considered temporary employees and will be placed on the salary schedule according to the position and state law and will receive insurance benefits per Article 12 throughout the period worked.

B. Any contractual supplemental retirement benefits for which they are eligible will be deferred until the end of their employment agreement.

C. The District will not be obligated to forward payments to PERS for the re-employed unit member who is already drawing PERS benefits.

D. The re-employed unit member will be fully responsible for completing all retirement arrangements with PERS - including determining the date of retirement, retirement options, etc.

E. The District will not be responsible for monitoring work hours to ensure that the retired and the re-hired employee does not exceed PERS or Social Security (FICA) limits. Furthermore, the District will not pay or incur any financial liability should the employee exceed PERS or FICA limits.

F. Two employees eligible for retirement during the same period may job share a position if their experience and skills qualify them for the position.

G. Vacation pay will be cashed out upon effective date of retirement and no additional days awarded.

H. Retiring employee will not be eligible for longevity pay during the rehire year or any subsequent years.

15.1.3 Both mid-year and full-year rehired unit members cannot carry forward any unused sick leave. All re-hired unit members under this section will start over at zero (0) sick days and will be awarded, on a monthly basis, one (1) sick day per month worked.

## **Article 16 — Staff Development Program**

The Staff Development Program was established to provide the classified employees of Philomath School District 17J with the opportunities to participate in activities which lead to enhancement of skills, both professional and personal, and to expand the depth of their performance in current or future positions within the District.

The Joint Labor Management Committee (JLMC), with members appointed by the Association and the District, will assist in the development of the program opportunities, and review requests for funds. The committee has developed a total plan concept with certain objectives, which are designed to maximally serve the needs of District 17J employees. However, the committee intends these plans to be flexible.

### **16.1 Job Related Activities**

Staff Development funds may be requested for such activities as the cost of training, workshops, and expenses related to improving the employee's skill and knowledge of their present job assignment.

### **16.2 Career Advancement and Growth**

Staff Development funds may be requested for expenses related to activities which will prepare the employee for advancement within their present job classification or for advancement to other positions within the District.

### **16.3 Group Activities for Professional Growth**

Staff Development funds may be requested by employee groups for expenses related to group programs for job-training, career development, and personal growth.

### **16.4 Requesting Funding for Individual Job-related Activities and Career Growth**

16.4.1 Any active classified employee may request reimbursement of tuition and materials or book expenses one (1) time per fiscal year through the JLMC submitted to the Association chapter president. The JLMC Staff Development Committee will review all requests and make a determination regarding approval for funding. Proof of attendance must be submitted for reimbursement.

16.4.2 For leave during the regular workday the employee shall submit a completed Staff Development request form to the supervisor for approval. Upon approval by the supervisor, the employee shall enter their leave as professional leave.

16.4.3 Time off with pay shall be covered by the District. Substitute costs shall be covered by the District if a substitute is deemed necessary by the District with the approval of the JLMC and leave request approval by the supervisor.

Tuition, materials and book expenses shall be reimbursed by the Staff Development Program funds as described in this Article upon approval of the JLMC Staff Development Committee. Depending upon funds available, some travel costs may be covered upon request and approval of the JLMC.

16.4.4 The School District and the Staff Development Committee, working with employee groups or with supervisors, may develop job-related educational opportunities to be offered.

### **16.5 Requesting Funds for Group Activities**

The Staff Development Committee must approve the group activity and the following criteria will apply:

16.5.1 The minimum size of a group is five (5).

16.5.2 The allotment of funds will be up to a maximum of five hundred dollars (\$500) per group. The JLMC for special circumstances may consider exceptions to this maximum.

16.5.3 Personal growth activities, i.e., activities which are not specifically related to job skill but which can be shown to improve an employee's productivity, will be considered by the Staff Development Committee.

16.5.4 For leave during the regular work day the employees shall submit a completed Staff Development request form to supervisors for approval. Upon approval by the supervisor, the employees shall enter their leave as professional leave.

16.5.5 Time off with pay shall be covered by the District. Substitute costs shall be covered by the District if a substitute is deemed necessary by the District with the approval of the JLMC and leave request approval by the supervisor.

16.5.6 Tuition, materials and book expenses shall be reimbursed by the Staff Development Program funds as described in this Article upon approval of the JLMC Staff Development Committee. Depending upon funds available, some travel costs may be covered upon request and approval of the JLMC.

### **16.6 District-wide Training**



The Classified bargaining unit and the District may agree to provide district-wide training that would exceed the costs and scale of the understandings previously detailed. The purpose of such a training will be the enhancement of skills of all employees.

**16.7 Funding**

As provided in Article 12 of this agreement, the source of revenue for the classified Staff Development Program is from classified insurance opt out and waivers. Revenue will vary from year to year depending on the number of classified employees who choose to opt out or waive their insurance benefits.

Available funds from insurance opt out and waivers will be used by the JLMC to buy down the cost of classified insurance premiums and for classified professional development opportunities.

**Article 17 — Term of Agreement**

17.1 The term of this Agreement is from July 1, 2022 through June 30, 2024.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

17.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

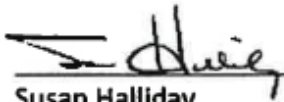
17.3 Either party wishing to initiate negotiation of a successor agreement shall notify the other party, in writing, no later than January 30, 2024.

17.4 This Agreement was ratified by the Association on July 8, 2022 and by the District on July 13, 2022.

As affirmed by the signatures of the parties affixed below.

For the District:

For the Association:


  
\_\_\_\_\_  
Susan Halliday  
Philomath SD Superintendent      Date

09-06-2022

  
\_\_\_\_\_  
Amber French  
OSEA Chapter 64 President      Date

9/6/22

  
\_\_\_\_\_  
Rick Wells  
Philomath SD Board Chair      Date

  
\_\_\_\_\_  
Laura Schunn  
OSEA Chapter 64 President      Date

9/6/22

  
\_\_\_\_\_  
Debra Blanchard  
OSEA Field Representative      Date

9/19/22

## Appendix A

### Philomath Classified Salary Schedules 2022-2023 and 2023-2024

#### Base

	Column/Range						
Step	A	B	C	D	E	F	G
1	13.64	15.33	15.56	16.51	18.56	19.95	21.37
2	14.32	16.10	16.34	17.33	19.49	20.95	22.44
3	15.03	16.90	17.16	18.20	20.46	21.99	23.56
4	15.78	17.75	18.02	19.11	21.49	23.09	24.74
5	16.57	18.63	18.92	20.06	22.56	24.25	25.97
6	17.40	19.57	19.86	21.07	23.69	25.46	27.27
7	17.75	19.96	20.26	21.49	24.16	25.97	27.82
8	18.11	20.36	20.67	21.92	24.65	26.49	28.37
9	18.47	20.76	21.08	22.36	25.14	27.02	28.94

#### 2022-2023 Salary Schedule

	Column/Range						
Step	A	B	C	D	E	F	G
1	13.91	15.64	15.87	16.84	18.93	20.35	21.80
2	14.60	16.42	16.67	17.68	19.88	21.37	22.89
3	15.33	17.24	17.50	18.56	20.87	22.43	24.03
4	16.10	18.10	18.38	19.49	21.92	23.56	25.23
5	16.90	19.01	19.30	20.46	23.01	24.73	26.49
6	17.75	19.96	20.26	21.49	24.16	25.97	27.82
7	18.11	20.36	20.67	21.92	24.65	26.49	28.37
8	18.47	20.76	21.08	22.36	25.14	27.02	28.94
9	18.84	21.18	21.50	22.80	25.64	27.56	29.52

#### 2023-2024 Salary Schedule

	Column/Range						
Step	A	B	C	D	E	F	G
1	14.29	16.07	16.31	17.30	19.45	20.91	22.40
2	15.00	16.87	17.13	18.16	20.43	21.95	23.52
3	15.75	17.71	17.98	19.07	21.45	23.05	24.69
4	16.54	18.60	18.88	20.03	22.52	24.20	25.93
5	17.37	19.53	19.83	21.03	23.65	25.41	27.22
6	18.24	20.51	20.82	22.08	24.83	26.68	28.58
7	18.60	20.92	21.23	22.52	25.32	27.22	29.15
8	18.98	21.33	21.66	22.97	25.83	27.76	29.74
9	19.35	21.76	22.09	23.43	26.35	28.32	30.33

#### Column/Range Designations

Range	Position
A	Food Server, Playground Assistant, Grounds
B	Custodian, Food Service Assistant
C	Instructional Assistant, YTP Job Coach, Pool Supervisor, Food Service Specialist
D	Grounds II, Maintenance I, Media Assistant, Attendance Clerk, Campus Monitor
E	Behavior Assistant, Speech/Language Assistant, YTP Transition Specialist, Federal Programs Analyst, Administrative Assistant, Kitchen Manager, Campus Steward
F	Crossing Guard, Interpreter, Maintenance II, Technology Specialist I
G	Lead Maintenance, Technology Specialist II



# Philomath School District 17J

Benton County School District No. 17J, 1620 Applegate Street Philomath OR 97370 (541) 929-3169

*"Graduate EVERY student and transition each into a job, training, or college."*

## Memorandum of Understanding Between Philomath School District 17J And Oregon School Employees Association Philomath Chapter 64

This Memorandum of Understanding (MOU) is entered into by and between the Philomath School District 17J ("District") and the Oregon School Employees Association, Philomath Chapter 64 ("Association").

Following a thirty-year contract with the Corvallis School District, the Philomath School District will be assuming the majority of responsibility for the Child Nutrition Program for Philomath students. This transition will take place at the beginning of the 2023-2024 school year. Because of this change, the District will need to employ all Student Nutrition Staff members. All staff members will be classified employees in the following categories:

- Kitchen Manager (Philomath Middle and Philomath High Schools)
- Food Service Specialist (Clemens Primary and Philomath Elementary Schools)
- Food Service Assistant (Philomath Elementary, Philomath Middle, and Philomath High Schools)

The position of "Food Server", currently on the District salary schedule, serves students at Blodgett Elementary School.

1. Current food service employees working in Philomath schools, presently under contract with the Corvallis School District, will have the first right to current positions without need to apply and interview. Current years of experience will be considered for placement on the District salary schedule for each current food service employee choosing to remain in Philomath schools.
2. The following salary schedule will apply to District food service positions:

Position	School	FTE	Range
Kitchen Manager	PHS	0.9375	E
Kitchen Manager	PMS	0.75	E
Food Service Specialist	CPS, PES	0.75	C
Food Service Assistant	PMS	0.625	B
Food Service Assistant	PHS	0.375	B
Food Service Assistant	PES	Hourly (2)	B
*Food Server	Blodgett	Hourly	A

\*Already on PSD Salary Schedule.

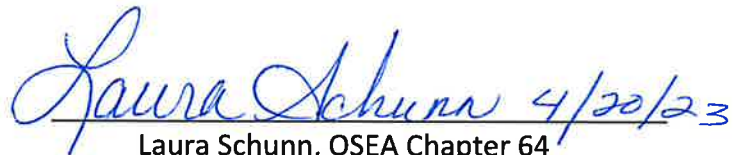
3. PERS contributions, insurance benefits, and allocated leave benefits will be offered in compliance with the current Association Collective Bargaining Agreement (CBA).

4. Attached Position Descriptions accepted.
5. Current food service employees working in Philomath schools, presently under contract with the Corvallis School District, may choose to remain employees of the Corvallis School District, thereby giving up their right to a comparable position in the Philomath School District. Current employees must declare their intent in writing and submit to the Philomath School District Office no later than May 15, 2023.
6. Any food service positions that remain unfilled by current employees in Philomath schools will be advertised and hired through the customary process.

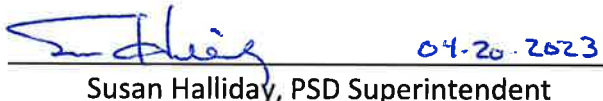
This agreement shall become effective upon the signatures of the parties, and it shall expire on June 30, 2024. At that time, MOU will become a part of the updated CBA.

Handwritten signature of Amber French in blue ink, dated 4/20/23.

Amber French, OSEA Chapter 64  
Co-President

Handwritten signature of Laura Schunn in blue ink, dated 4/20/23.

Laura Schunn, OSEA Chapter 64  
Co-President

Handwritten signature of Susan Halliday in blue ink, dated 04-20-2023.

Susan Halliday, PSD Superintendent

A horizontal line representing a signature line for Debra Blanchard.

Debra Blanchard, OSEA Field Representative