
St. Helens School District

and

Oregon School Employees Association

2022-2024

Agreement

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The Agreement

This Agreement is made and entered into this day of July 1, 2022 by and between the School Board of St. Helens District 502, Columbia County, Oregon, hereinafter referred to as “DISTRICT” or “BOARD,” and AFT-OSEA Local 6732 on behalf of OSEA St Helens Chapter 31, hereinafter referred to as “CHAPTER 31” or “ASSOCIATION.”

Article 1 – Recognition

The District recognizes the Association as the exclusive bargaining representative for all regular classified employees. Specifically excluded from the bargaining unit as substitutes, temporary employees and those employees designated by the Employment Relations Board as excluded by confidential or supervisory status. Temporary employees are those hired for an identified period of time for a year or less for a special assignment or project, i.e., special pilot projects, overload assistant, relief employee to different position and leave of absence.

Article 2 – Agreement Duration

- Section 1 - The provisions of this Agreement shall be effective as of July 1, 2022, and shall supersede and replace all prior agreements. This Agreement shall be binding upon the District, the Association and its members and shall remain in full force and effect through the 30th day of June, 2024.
- Section 2 - The provisions of this Agreement shall be effective for the period of time stated above. This Agreement shall continue and remain in full force thereafter for successive periods of one year unless either party shall, on or before February 15, serve written notice on the other party of a desire to terminate, modify, change or amend this Agreement. If timely notice is provided, then this Agreement will terminate on the date specified above. If timely notice is not provided, then all benefits will continue at the previous year's levels.
- Section 3 - After receipt of such written notice by either party to terminate, modify, change or amend this Agreement, an initial meeting between Chapter 31 representatives and the Board representatives will be established by mutual consent of the two parties through the Superintendent of the District.

Article 3 – Entire Agreement

- Section 1 - There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the Association and one by the District. Both copies shall be “official” copies.
- Section 2 - The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- Section 3 - Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waived the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the times that they negotiated or signed this Agreement, except as provided elsewhere in this Agreement and by state law.

Article 4 – Separability

- Section 1 - If any provision of this Agreement is held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby.
- Section 2 - Upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provisions; provided, however, that the provisions of the Strikes/Lockouts Article continue in full force and effect even though a satisfactory replacement is not achieved.

Article 5 – Additional Copies of the Agreement

- Section 1 - Within thirty (30) days after the date of the final ratification by both parties of this Agreement, the Agreement will be posted to the District website.
- Section 2 - Employees new to the District will be directed to the District website to view the current collective bargaining agreement. A physical copy will be provided at the employee's request.

Article 6 – Employee Status

- Section 1 - Regular employees are those deemed regular by the administration and approved by the Board who have a specific job with the District and are assigned to an established position. Regular employees may be either on a full-time bases or a part-time basis and are covered by this Agreement. All new regular employees shall be placed on a twelve (12) month probationary status and may be dismissed for any reason deemed sufficient by the Board. Dismissals of probationary employees are not subject to arbitration or to an unfair labor practice complaint.
- Section 2 - Part-time employees who are regular employees are entitled to sick leave, sick time, and special employee leave on a pro-rata basis (e.g. a four-hour-per-day employee would be eligible for up to two (2) four-hour employee discretionary leave days).
- Section 3 - Part-time employees shall be entitled to receive insurance benefits in accordance with Article 20.

Article 7 – Association Rights and Responsibilities

- Section 1 - The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. This provision is not subject to arbitration.
- Section 2 - The Association or committees of the Association shall be allowed the use of the facilities of the buildings for meetings with permission of the building principal. The Association shall retain the right to present any case involving unreasonable decisions to the Superintendent for review and decision. Neither the decision of the principal nor the Superintendent shall be subject to the process of the grievance procedure.
- Section 3 - The Association shall be allowed use of such office equipment as needed to provide the Association duplicating and the Association information to the employees with permission of the building principal. The Association shall reimburse the District for any costs incurred. The Association shall retain the right to present any case involving unreasonable decisions to the Superintendent for review and decision. Neither the decision of the principal nor the Superintendent shall be subject to the process of the grievance procedure.
- Section 4 – The Association shall have the right to appoint representatives. For purposes of this Article, “designated representatives” shall include chapter executive board officers, building representatives, and their designees. A non-employee OSEA Field Representative shall be permitted access to the District’s facilities for the purpose of engaging in the activities described in this Section on the same terms and conditions as designated representatives. The District shall allow designated Association representatives to engage in the following activities during work hours and at the District’s facilities, without the loss of compensation or benefits:
- (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 representatives 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 or 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 legal proceedings in which the designated union representative has been subpoenaed as a witness.
- The Board shall not be obligated to pay overtime compensation due to the provisions of this Section. Work hours may be adjusted so that members of the bargaining unit may attend union meetings.
- Section 5 - Two (2) members of the Association’s negotiating team shall be allowed to attend one (1) OSEA negotiations workshop per school year. Prior notification of three (3) days will be required. This leave shall be with pay.

Section 6 - The District shall furnish the chapter president, OSEA's Director of Financial Operations, and the OSEA Field Representative with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit:

- (a) the employee's name and date of hire;
- (b) cellular home, and work telephone numbers;
- (c) personal and work electronic mail addresses;
- (d) home and personal mailing address; and
- (e) the employee's job title, salary, and worksite location.

The District shall provide the information within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for all employees in the bargaining unit.

Article 8 – District Rights and Responsibilities

- Section 1 - The Board on its own behalf and on the behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities and obligations conferred upon and vested in it to operate and manage the school system and its programs, facilities, properties, and activities of its employees, during the performance of their assigned duties, in the service of the school District, by the constitution and laws of the state of Oregon, its judicial decisions and its executive orders, the United States Constitution and its laws, judicial decisions and executive orders and the will of the local district voters expressed at the polls.
- Section 2 - Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or programs or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis. The District will abide by Oregon law in regard to contracting out. All board agenda will be posted to the District website.
- Section 2.1 For the duration of this Agreement, the District will agree to waive its right to subcontract.
- Section 3 - The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth, the Board retaining all functions and rights to act not specifically nullified by this Agreement.
- Section 4 - The exercise of the foregoing powers, rights, authority, duties, responsibilities and obligations by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the state of Oregon, and the constitution and laws of the United States, judicial decisions, executive orders and the will of the state electorate.
- Section 5 - The District has the right to establish and revise the school calendar, hours of employment, all schedules, to assign workloads and to select supplies and equipment. A copy of the proposed calendar that is sent to the Board shall be provided to the Association President.

Article 9 – Funding

The parties recognize that revenues needed to fund the benefits provided in this Agreement must be provided by established budget procedures, by sources of revenue and funding from the state of Oregon and, possibly, by the vote of local patrons. All such benefits are, therefore, contingent upon adequate sources of local and state revenue. If the state revenues fall below District projections, the parties shall meet and negotiate in good faith upon a modification of the benefits provided in this Agreement. If negotiations do not result in a modification, this Agreement shall remain in effect; however, if the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any benefits provided in this Agreement while the schools are closed. The District shall not be required to “make up” any terminated benefit after schools are again opened, but the District will use its best efforts to enable employees to continue non-recoverable insurance coverage with voluntary payments by the employee. However, if later sources of revenue fund a budget which contains provisions for payment of premiums of the fringe benefits of members during the time the schools were closed, the District will pay to those employees an amount to reimburse them for the premiums paid by the members which would otherwise have been paid by the District had the schools not been closed.

Article 10 – Association Dues and Payroll Deductions

- Section 1 - The District will deduct for employee membership dues in Oregon School Employees Association St. Helens Chapter 31, in accordance with the provisions listed in the sections of this Article. The District will bear the expense of making said deductions from the employee's salary only to the extent specifically stated by the provisions in the sections of this Article.
- Section 2 - Any classified employee who is a member of the Association or has applied for membership may sign and deliver, either personally or through the Association, a form authorizing deductions for membership dues in Oregon School Employees Association St. Helens Chapter 31, to the accounting/payroll department of the superintendent's office. Such authorization shall continue in effect from school year to school year unless revoked or modified in writing as provided herein.
- Section 3 - Pursuant to such authorization, the District shall deduct the designated monthly sum from the monthly salary payment for each partial or full month of employment for each employee. All such payments will end upon termination of employment or by written communication to the accounting/payroll department under Section 1 of this Article.
- Section 4 - Upon appropriate written request from employee, the District shall deduct from the salary of any employee and make appropriate remittance for the following deductions: savings bonds, tax sheltered annuities, United Way, credit unions, Health Savings Account, and gym memberships.
- Section 5 - The life insurance portion of dues will be deducted for advance payment of summer premiums in the last regular salary payment in June for nine (9) or ten (10) month employees.
- Section 6 - Deductions for employees who join the Association after the commencement of school shall be made on a monthly basis starting with the month said employee authorizes deduction and ending upon termination of employment, or by written communication to the accounting/payroll department under Section 1 of this Article.
- Section 7 – Any authorization for deductions or withdrawal request shall be filed with the accounting/payroll department fifteen (15) calendar days prior to the regular monthly salary payment date, or said deductions shall begin the following regular monthly salary payment date.
- Section 8 - 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.

Article 11 – Transfers

- Section 1 - Transfers are of two types: requested and assigned. A requested transfer is one, which originates from the employee. An assigned transfer is one, which originates with the District.
- Section 2 - Transfers are a District prerogative, but every reasonable effort will be made to take the training, experience, specific achievements, service to the District, wishes and convenience of the employee into consideration.
- Section 3 - A request for a transfer to a different assignment, position, or building shall be made in writing. If the request is made for a different building, the request shall be sent to the principal of that building and at the same time an identical copy shall be sent to the employee's present principal, supervisor and office of personnel. If the request applies to the building in which the employee is working, the request shall be sent to the employee's present principal, appropriate supervisor, and office of personnel.
- Section 4 - The request shall specifically set forth the exact and accurate reasons for the transfer, the specific position sought, the applicant's specific qualifications for that position, and the applicant's interest in the position.
- Section 5 - The request for transfer shall be made on or before May 1, in order for it to be considered for the following school year. Applications for transfer shall be renewed annually in order to remain valid.
- Section 6 - The District will notify the employee of the disposition of the request.
- Section 7 - In the case of an assigned transfer, the employee will be notified as soon as possible but not less than three (3) days before the transfer is to take place, but in the case of an emergency the District will provide time for classroom closure within those three (3) days. The employee will have the opportunity to make known their wishes regarding the assignment to the principal(s) and appropriate supervisor and office of personnel. The employee will be able to indicate their preference of assignment.
- Section 8 - In the case of an assigned transfer, the principal, supervisor and/or director of personnel in immediate charge of the transfer will inform the employee of any known vacancies in the school District for which the employee may apply in place of the assigned transfer.

Article 12 – New Positions & Vacancies

- Section 1 - When a new position is created within the bargaining unit, all classified employees shall have the right to apply for the new position. Conditions of application shall be the same for employees as those for non-employees. Determination of who is most qualified for the position will be made by the Superintendent or their designee. If qualifications are equal among existing employees, district seniority will determine the most qualified applicant.
- Section 2 - When an existing position is vacant, the District has the right to first transfer within the classification (lateral) or post the vacant position.
- Section 3 - When a new position is or vacancy in the classified bargaining unit occurs, the District will post the new position or vacancy for seven (7) workdays during the school year and ten (10) workdays during the summer months prior to filling the position. After August 15th the District will return to posting vacancies for seven (7) work days. During the school year the district will notify employees of vacancies by e-mail.
- Section 4 - Job opening notices shall state the minimum qualifications, hours and salary range for each available position.
- Section 5 - During the school year the District will notify employees of new positions and vacancies by e-mail. The building secretary will share a copy of the job posting upon request. Openings occurring in period when school is not in session will be announced by a district website posting.
- Section 6 - A vacancy for a ten month position that occurs prior to May 1st of the current year, will be posted to be filled by an existing classified employee. The district may fill a vacancy with a temporary employee for a ten-month position posted after May 1st until the end of the school year.
- Section 7 - An employee who is hired to a higher paying classification will be place on the first salary step that provided a minimum increase of 25¢ per hour. An employee, who is hired to a new position, but the same classification pay range, will maintain their current salary step placement.
- Section 8 - If the District determines that a temporary position need to be filled, the position will be posted as per Section 3. If the position is filled with a current classified employee, when the temporary position ends, or at the end of the work year, whichever comes first, the regular employee shall be returned to their previous position, which will have been filled by a temporary employee.

If the temporary position becomes a regular position the following school year, the current incumbent may be assigned to the newly created position without posting. Time worked in the temporary position will be part of the twelve (12) month probationary period.

Article 13 – Temporary Assignment – Out of Classification

- Section 1 - An employee temporarily assigned by the District to replace an absent employee who is in a higher classification shall be entitled to the rate of pay on the first step of the new classification or a 25¢ per hour increase, whichever is greater.
- Section 2 - If an employee is assigned to a higher classification for more than five (5) consecutive work days then that employee will receive the salary at the higher classification at the same step as if they were hired into the position according to Article 12, Section 7.
- Section 3 - An employee in the classification of Title I Assistant may temporarily be placed in a higher classification of Special Education Assistant or Resource Room Assistant in the following conditions.
- 3.1 The position is no more than 3½ hours in length.
 - 3.2 The individual understand they can be returned to the lower classification at any time.

Article 14 – Return to Lower Classification

- Section 1 - An employee who has been hired to a job classification which demands a type of performance that the employee has a difficulty in meeting may be returned to their former position and rate of pay within 90 days of placement at the discretion of the District.
- Section 2 - An employee hired to a new job classification shall have the option of returning to their previous position, at the previous rate of pay, within ten (10) days of placement.

Article 15 – Length of Service – Seniority

- Section 1 - District seniority shall be on the basis of length of service as a classified employee within the school District from date of last permanent hire. Seniority within a job classification shall mean an employee's total length of continuous service in a designated job classification since their date of hire into that classification.
- Section 2 - For the purpose of computing seniority, all authorized paid leave shall be considered as time worked. Employees who are laid off as a result of a reduction in positions and who are subsequently reinstated within a period of twenty-seven (27) months shall retain their full seniority except for the period of the layoff. Employees who are discharged for cause, or who resign, lose all right to seniority. An employee who has been granted a leave of absence under Article 22 will retain their full seniority except that they will not gain additional seniority during the period of unpaid leave. Unpaid leave of fifteen (15) consecutive days or less will be treated as time worked for the purposes of computing seniority.

Article 16 – Layoff – Necessary Reduction in Staff

- Section 1 - Layoff. If the District determines the need for the reduction in its work force, notice of not less than two (2) weeks shall be provided to employees to be laid off except in cases of emergency. While the District reserves the right to determine positions to be eliminated, layoffs within each affected job classification shall be based on employees' seniority within such job classification. Where job classification dates are the same, District seniority shall apply.
- Section 2 - No permanent employee shall be laid off within a job classification until all probationary employees in such classification have been laid off. If an employee previously served in a classification other than the one of current assignment and if that employee possesses a greater District seniority than other employees not slated for layoff, the employee, upon request, shall be allowed to displace or "bump" less senior employees in that classification, provided the employee is still able to perform the job satisfactorily.
- Section 3 - RECALL. As vacancies within an affected job classification occur, employees laid off shall be recalled to positions for which they are qualified in the inverse order in which they were laid off. Employees who have retreated to previously held positions should be recalled in the same manner as if they had not retreated.
- Section 4 - Recall shall be by written certified notice, return receipt requested, to the employees' last known address on file with the Personnel Office, and shall require that the employee accept or reject recall within five (5) work days after the delivery date or proof of non-delivery. Employees accepting recall shall have two (2) weeks from the receipt of the notice to return to work. Should special circumstances prevent a return to work within two (2) weeks, the employee shall notify the Personnel Office and arrange a return date acceptable to the District. Failure to return to work within the agreed upon time or refusal to accept a recall shall be considered a voluntary termination. It shall be the employee's responsibility to keep the Personnel Office informed of current phone number and address.
- Section 5 - Layoff status shall automatically terminate **twenty-seven (27)** months after the effective date of such layoff.
- Section 6 - Employees who are laid off and who are subsequently reinstated with **twenty-seven (27)** months shall retain their full seniority but shall not receive credit for movement on the wage schedule for the layoff period.
- Section 7 - A laid off employee will be allowed to continue paying their own medical insurance for a period of time as described in the law. Insurance will be canceled if the premium is not received in the District office on or before the 15th day of the preceding month of effective coverage.
- Section 8 - Appendix B, incorporated by this article, contains a bumping chart laying out bumping order of specific jobs within each classification.

Article 17 – Salary

Section 1 - Appendix A sets forth the salaries, which will be effective July 1, 2022, for the 2022-2023 work year. The appendices are incorporated by this reference. This contract is a one-time restructure of the classified salary schedule. Appendix A1 is the 2022-2023 schedule for employees who work more than **six hundred (600)** hours per year and are eligible to participate in PERS. Appendix A2 is the 2022-2023 schedule for employees who work less than **six hundred (600)** hours per year and are not eligible to participate in PERS.

For the 2023-2024 work year, the salary schedule will be adjusted at the same rate as the District's licensed unit.

Salary steps shall be granted for the duration of this contract.

The salary percentage increased in this section shall be equal to or greater than the amounts included in the District's licensed unit's contract for the same period.

Section 2 - Days worked shall include paid holidays and other days of paid compensation.

Section 3 - Eligible employees shall be compensated at the rate of time and one-half in the form of pay or compensatory time off at the discretion of the District for work under the following conditions (but not twice for the same hours):

3.1 All assigned work in excess of eight (8) hours on any scheduled workday, except as provided in a 4/10 work schedule.

3.2 All assigned work in excess of forty (40) hours in any workweek.

Overtime shall be computed to the nearest quarter hour. Overtime pay shall be based on the actual number of hours on duty per day. For the purpose of computing overtime, all hours an employee actually works, plus paid holiday and vacation hours shall be credited as time worked in computing total work period hours. The Superintendent or designee must approve all overtime in advance.

Section 4 - Emergency Response Call Time

Any employee who is called into work for emergency reasons will be paid a minimum of two (2) hours or their regular rate of pay at time and one half of actual time worked, whichever is greater.

Section 5 - Longevity

Individuals who have worked for the District for the following years will receive a longevity adjustment to their salary. The adjustments will be 1% an hour beginning 10-14 years of service, 2% an hour for 15-19 years of service and 3% an hour for 20+ years of service.

Section 6 - Rest Periods

Employees shall receive a ten (10) minute break during each segment of four (4) hours or major part thereof worked in any one work period. The break will be scheduled by the employees' immediate supervisor as close as possible to the middle of the work period.

Section 7 - Meal period

Employees who are scheduled to work six (6) or more hours shall receive an uninterrupted, unpaid meal period of at least one-half (1/2) hour but not more than one (1) hour. Lunch time shall be scheduled by the employees' immediate supervisor and shall be as near as possible to the halfway point of the workday. Such time shall not be considered as time worked and will not be paid time.

Length of work period	Number of rest periods	Number of meal periods
2 hrs or less	0	0
2hrs, 1 min – 4 hrs, 59 min	1	0
5 hrs – 5 hrs, 59 min	2	0
6 hrs – 10 hrs	2	1

Article 18 – Holidays

Section 1 - Holiday pay shall be granted to regular employees for the following listed categories:

10 & 11 month employees: Labor Day, Veteran’s Day, Thanksgiving, Christmas, New Year’s Day, Martin Luther King Day, President’s Day and Memorial Day

12 month employees: July 4th, Labor Day, Veteran’s Day, Thanksgiving, Christmas, New Year’s Day, Martin Luther King Day, President’s Day and Memorial Day

Exception: Custodians will have the day after Thanksgiving in lieu of Veteran’s Day.

Juneteenth will be a non-contract, non-paid day for all classified employees.

Section 2 - If an employee works on a holiday, the rate of pay shall be computed at time-and-a-half (1½) for this day with the exception of checking buildings for security purposes. The building principal, custodian supervisor or the District office administration except for emergencies, shall approve all holiday work in advance.

Section 3 - After ten (10) years of continuous service, three (3) floating holidays will be granted to regular employees working less than twelve (12) months. This leave will be granted the school year following the employee's ten (10) year anniversary. This leave may not be combined with any other leave without pre-approval. These floating holidays are subject to the approval of the building principal or supervisor. Upon any appeal, the decision of the Superintendent shall be final.

Article 19 – Vacations

Section 1 - Vacations shall be granted to the following regular twelve-month employees:

- 1.1 All twelve-month employees who are employed full-time are entitled to a monthly, hourly accrual at a rate equivalent based on the schedule listed below.

The schedule is as follows:

During	1 st - 5th year	2 weeks (10) Work Days
	6th - 9th years	3 weeks (15) Work Days
	10th - 14th years	4 weeks (20) Work Days
	15th years	5 weeks (25) Work Days

- 1.2 Employee vacations shall be scheduled with the administration. The administration must approve all vacation scheduled in advance.

Section 2 - Employees who work fewer than twelve months shall receive seven (7) vacation days per year beginning July 1 following the hire date. One (1) day shall be the day after Thanksgiving and the remaining six (6) days shall be divided between the Winter Break and Spring Break.

Article 20 – Paid Leaves

A. DISCRETIONARY LEAVE

- Section 1 - All regular employees are allowed two (2) days of discretionary leave during the school year. Regular part-time leave days will be in proportion to the hours worked per day. Only regular employees are eligible for these paid leave days. Employees may carry over one (1) discretionary leave day each year for a maximum of three (3) discretionary leave days in any one (1) year. Both leave earned and carry over leave will be based on the number of hours worked and rate of pay in the year leave was earned. Employees who do not use discretionary days or carry the day over to the next year will be paid their regular daily rate for the unused days. Reimbursement will be issued by August 30th.
- Section 2 - This leave may be used at the discretion of the employee. Employees must submit a request for discretionary leave, in advance, with their building principal. The principal or supervisor's approval will be conditional upon District staffing needs.
- Section 3 - In some cases of extreme hardship, prior approval may not be possible. In such cases, the District can grant approval after the fact.
- Section 4 - In cases of extreme hardship, which could extend beyond the these two (2) days, the matter shall be brought directly to the attention of the Superintendent for consideration by the principal or employee. The Superintendent has been empowered to extend leave with pay under certain circumstances. The decision of the Superintendent shall be final and binding on all parties and not subject to the grievance procedure.
- Section 5 - Discretionary leave shall be taken in one (1) hours intervals.

B. SICK LEAVE

- Section 1 - The District shall allow each employee ten (10) days' sick leave at full pay during each school year or one (1) day per month employed, whichever is greater. Sick leave not take shall accumulate for an unlimited number of days. This is in conformance with ORS 332.507.
- Section 2 - Conditions
- 2.1 Sick leave will be used for employee absences due to the employee's illness, injury, disability, and medical appointments, which cannot be schedule outside a workday. An employee's annual accumulation of sick leave may be used for illness as in Article 21 D Section 2 Bereavement Leave, or for someone whom the employee has responsibility for primary care.
 - 2.2 Sick leave at full pay in excess of five (5) consecutive workdays shall be allowed only upon certification of the employee's attending physician or practitioner that illness or injury prevents the employee from working.
 - 2.3 Any absence from work while temporarily disabled by reason of a compensable industrial accident or disease shall not be counted as sick leave unless the employee elects in writing to be paid as sick leave the difference between the temporary disability benefits and the regular wages. In case of such application, the employee will be charged a fractional sick leave day; however, such deductions shall not exceed the amount

determined by taking the employee's daily wage for the period of time less benefits received under worker's compensation.

C. SICK TIME

Section 1 - Sick time will run concurrent with sick leave and bereavement leave according to Senate Bill 454.

- 1.1 Employees working four (4) hours per day will accrue one (1) hour of sick time per thirty (30) hours worked or 1-1/3 hours for forty (40) hours worked. Employees who work four (4) hours or more per day will be frontloaded forty (40) hours of sick time at the beginning of the fiscal year. This leave will apply the paid time concurrently with all other applicable leave currently provided by state and federal leave laws and under the provisions this contract. Maximum sick time usage in a fiscal year is **forty (50)** hours with a maximum accrual of eighty (80) hours.

D. COMMUNITY SERVICE

Section 1 - Search and Rescue:

- 1.1 Upon request by a certified search and rescue team an individual will be granted five (5) workdays to participate in a search. Any salary received from the search and rescue services will be returned to the District. If the salary for the services is in excess of the employee's salary from the District, the employee will keep the difference.

Section 2 - Jury Duty and Subpoena for Court Appearance

- 2.1 Paid leave of absence shall be authorized for jury duty or under subpoena. Employees may secure support from the District office in seeking relief from jury duty when it interferes seriously with professional obligations to the work assignment. Fees received for court shall be turned in to the business office. Paid court appearance leave is not available in any case where the employee or the Association is a complainant against the District.
- 2.2 The employee must, unless excused by the principal, report for work promptly after their required appearance has terminated.

E. BEREAVEMENT LEAVE

Section 1 - Bereavement leave for the maximum of three (3) days with pay shall be authorized by the Principal, Supervisor, or the Superintendent in the event of the death of any member of the employee's immediate family. The request will be in writing to the Principal, Supervisor, or the Superintendent and will state the relationship to the employee. Additional leave may be requested and, if approved, will be deducted from sick leave and sick time concurrently if available. If no sick leave or sick time is available, additional leave will be unpaid.

Section 2 - Immediate family is identified as mother, father, mother-in-law, father-in-law, aunt, uncle, brother, sister, spouse/domestic partner, child, niece, nephew, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent or grandparent of spouse/domestic partner.

Included in the foregoing are "step" and "great" relatives of the same relation.

The District shall comply with the Oregon Family Medical Leave Act (OFLA) regarding bereavement leave. The paid bereavement leave outlined in Section DE.1 shall run concurrently with OFLA designated bereavement leave.

Family members under OFLA are defined differently than in Section DE.2. The bereavement leave under OFLA shall only apply to family members as defined under the statute.

Section 3 - Bereavement leave for the maximum of one (1) day with pay may be authorized by the Principal, Supervisor, or the Superintendent in the event of the death of a person close to the employee who does not qualify as “immediate family” as defined in Section 2. The request will be in writing to the Principal, Supervisor, or the Superintendent and will state the relationship to the employee. Such leave is not guaranteed and is granted solely at the discretion of the Principal, Supervisor, or the Superintendent.

F. PARENTAL LEAVE

Section 1 - The District acknowledges the Federal and Oregon Family Leave Acts. The District and the Association agree to reopen this Article to incorporate Oregon Paid Family and Medical Leave Insurance (PFMLI) after the rules are made public and before contributions begin in January of 2023.

Article 21 – Unpaid Leaves of Absence

A. TEMPORARY LEAVE

Section 1 - Temporary leave of absence without pay may be granted, at the discretion of the Superintendent, for an appropriate reason in the judgement of the Superintendent, when requested in writing and submitted to the Superintendent. The Superintendent retains the right to attach stipulations and conditions upon granting a temporary leave of absence, as they deem appropriate. Temporary leave will not normally exceed fifteen (15) workdays.

B. EXTENDED LEAVE

Section 1 –

- 1.1 Extended leave of absence, without pay, may be granted at the discretion of the Board, for any reason deemed appropriate by the Board. Such leave may be granted for up to one (1) calendar year and must be requested in writing and submitted to the Superintendent before the Board will consider the request. The Board retains the right to attach stipulations and conditions upon granting an extended leave of absence, as it deems appropriate. An employee on an extended leave of absence shall be granted the right to maintain the premium contributions to the insurance program at their own expense through the District during the period of leave.
- 1.2 Upon return from extended leave, the employee shall be placed in the same or a comparable position in the same pay classification as they were prior to the leave. Employees taking extended leave of absence of forty-five (45) work days or less will be guaranteed to return to their original position.

C. PARENTAL LEAVE

Section 1 - The District acknowledged the federal and state Family Leave Act.

Article 22 – Emergency Closure

- Section 1 - School closures may be forced by emergency conditions such as, but not limited to: inclement weather conditions, fire, flood, explosion, failure of heating plant, water supply, electrical service, sewer service, lack of essential energy supply for building use, inability to transport students to and from school, or Act of Nature.
- Section 2 - In the event school is closed due to an emergency, the District agrees to pay part-time and full time employees covered by this Agreement for any day of closure when students are not required to attend. In consideration of that payment, part-time and full time employees agree to make up any such lost days without additional pay not to exceed the total number of the employees contractual days. All employees who are required to report or to remain at work on a closure day will be paid for a minimum of two (2) hours, or their regular rate of pay at time and one half of actual time worked, whichever is greater. This is in addition to the employee’s regular pay for the closure day.
- Section 3 - SPECIAL CONDITIONS:
- 3.1 Year-round classified staff are to report to work on the first day of any closure if it is possible to do so. The Superintendent, or the Superintendent’s designee, will determine their continued assignment and has the right to contact them prior to their work hours in order to cancel their hours for the day(s).
- 3.2 Cooks will not report for work on a closure day except as arranged by the supervisor for the protection of food and supplies. Where arrangements have been made with the supervisor, the District will continue to pay those cooks who have to come in on the day school is closed by weather to take care of the food. Pay will be as follows: a minimum of two (2) hours pay will be paid to cooks who come to school to take care of food to prevent spoilage.
- The cook/manager will be responsible for this service, and will determine the amount of help needed and the amount of time required. The cook/manager will phone the supervisor during the time the cook/manager is at the school to report the hours and the necessary work accomplished.
- 3.3 Upon receiving official notification of a school closure, principals will contact their head secretaries with further instructions.
- 3.4 All other employees will not report to work unless instructed otherwise by their school administrator.
- 3.5 Hazardous conditions means performing hazardous duty or work involving physical hardship. Work duty that causes extreme physical discomfort and distress which is not adequately alleviated by protective devices is deemed to impose a physical hardship. In the event of hazardous conditions as a result of a declaration of emergency by the District School Board or the State or Federal government, the District and Association will meet to address the hazardous conditions through a memorandum of understanding.

Article 23 – Employee Insurance

Section 1- For the term of this Agreement the District agrees to pay medical, dental, vision and life insurance. The employee will be responsible to pay the remaining through a payroll deduction:

	<u>2019-2020</u>
Employee Only:	\$685
Employee Plus Spouse:	\$1,443
Employee Plus Children:	\$1,271
Family	\$2,033

**For the 2021-2021 and 2021-2022 work years, the increase in insurance will be adjusted at the same rate as the District's licensed unit. **

The increase on the District contribution will take effect the month immediately following ratification of this Agreement. The insurance contribution is not retro-active.

This applied to single, two party, and full family:

- 1.1 The employee will be responsible to pay the current cost of long-term disability insurance through payroll deduction.
- 1.2 The Oregon Educators Benefits Board (OEBB) will be the exclusive provider of Medical insurance benefits, effective October 1, 2010.
- 1.3 In the event that insurance premiums increase before a new contract is ratified, the District contribution amount will not increase during a status quo period.
- 1.4 Employees who select an OEBB High Deductible Health Plan shall receive a monthly District contribution into a Health Savings Account (H.S.A.) equal to the maximum annual employer contribution permitted by law divided by the number of paychecks the employee receives. It is understood that the maximum annual employer contribution is based on the employee's enrolment status of either Self-Only or Family. Except as provided in Sec. 1, the District's H.S.A. contribution will be the lesser of the maximum amount provided by law, or the difference between the monthly premiums for OEBB plans selected by the employee and the District's cap amount about the premiums for the OEBB plans selected by the employee. The District will not contribute toward catch-up contributions.

Contributions to an H.S.A. will be subject to the maximums allowable under the law. In no case shall the District be obligated to pay any additional contributions into an H.S.A. or any other additional compensation beyond the employer H.S.A maximum contribution allowed under the law.

Section 2 - If the eligible member or the District does establish that such member would have double coverage of insurance benefits, where the District was to cover that unit member, the member shall be offered a monthly stipend during the time of this Agreement in the amount equal to 27.5% of the family insurance contribution in Sec. 23.1, less any imposed surcharges.

To receive the monthly stipend, the employee shall provide proof that their insurance is not subsidized by federal and/or state programs or purchased on the insurance exchange (Medicaid, Veteran Affairs, Oregon Health Plan, plans purchased through the Health Exchange Marketplace).

- Section 3 - If at any time of this Agreement a member whose spousal relationship changes causing the member to be without insurance benefits and that member was excluded, then such member can automatically re-enroll in the insurance benefits provided by the District. The enrollment is effective immediately, pursuant to OEGB rules. If the employee re-enrolls in the insurance benefits then the opt out stipend will automatically be discontinued.
- Section 4 - Insurance contributions listed above will be provided by the District for each regular part-time employee who works **twenty (20)** hours or more each week but less than **thirty (30)** hours on a prorated basis.
- 4.1 Members working up to 29.99 hours a week will be eligible for the “Employee only” insurance contribution amount.
- 4.2 Members working up to 29.99 hours a week will have the option to pay the additional premium amount for employee plus **spouse**, employee plus children, or family insurance. The additional premium amount will be paid by a monthly payroll deduction.
- 4.3 Members working 30 hours or more per week will be eligible for the insurance contributions amounts listed in Section 1 of this Article.
- Section 5 - For all regular employees, part-time and full-time, who are entitled to insurance under this Article, twelve (12) continuous months of insurance will be provided.
- Section 6 - If an employee’s employment is terminated prior to the end of the school year, the District’s payment of premiums shall cease as of the last day of the month the employee is employed.
- Section 7 - Any employee strike or walkout during the life of this Agreement will automatically cancel the District’s obligation for premium payment for the duration of the strike or walkout.

Article 24 – In-Service Training

- Section 1 - The District shall have the option of providing in-service days for all classified employees.
- Section 2 - The District will encourage classified employees to enhance their skills by taking additional training as approved by their supervisor or administrator.
- Section 3 - Classified employees will be encouraged to identify mutually agreed areas of improvement in their yearly evaluation and the District will support training as approved by their supervisor or administrator.
- Section 4 - The District will contribute up to \$2000.00 per year toward SNA approved classes for non-probationary food service employees to:
1. Obtain first time requirements for certification or;
 2. To maintain current certifications or;
 3. To improve certification levels.

Classes must be pre-approved and certificate of completion submitted to the district office for reimbursement.

Article 25 – Personnel Records

- Section 1 - Employees have the right to inspect their personnel files. Copies of all evaluations, disciplinary actions, and complaints will be given to the employee when such materials are entered into the employee's personnel file. An employee shall have the right to attach a written statement of explanation to any document contained in the employee's personnel file.
- Section 2 - Disciplinary actions and complaints may be considered temporary contents of the employee's personnel file and may be removed in three (3) years after they have been placed in the employee's personnel file if there have been no further, similar incidents. The Superintendent retains the right to decide upon all requests for removal of such documents. The Superintendent's decisions is final and binding.
- Section 3 - Nothing older than one year from the date of the incident in the working file shall be used in disciplinary action.

Article 26 – Employee Evaluation

- Section 1 - New employees shall be evaluated a minimum of three (3) times during the first twelve (12) months of their probationary period of employment.
- Section 2 - The performance of all classified employees shall be evaluated in writing at least once each school year.
- Section 3 - One (1) copy of the written evaluation shall be submitted to the employee at a conference between the evaluator and the employee during the time specified in Section 1 and 2 of this Article.
- Section 4 - The evaluator shall retain one copy of the written evaluation.
- Section 5 - One copy of the written evaluation shall be sent to the District office for inclusion in the employee's permanent file.
- Section 6 - In the event an employee feels their evaluation is unjust, they may submit their objections in writing and have them attached to the evaluation copies. If the employee refuses to sign the evaluation, the evaluator shall note the refusal in writing.
- Section 7 - An employee may be placed on a plan of assistance when deemed appropriate by the assigned administrator.

Article 27 – Discipline

- Section 1 - Employees will only be disciplined for just cause. But, written reprimands and unpaid suspension of two (2) days or less shall be subject to the grievance procedure through level three (Board), but are expressly excluded from level four (arbitration).
- Section 2 - Just cause for the purpose of this Article is defined as:
- 2.1 The **charges** against the employee can be substantiated.
 - 2.2 The employee will be told the **charges** and given the information forming the basis for such action.
 - 2.3 The employee will have the opportunity to face their accusers and respond to the charges.
 - 2.4 The employee will have the opportunity to discuss the matter with their supervisor.
 - 2.5 The disciplinary action is to meet the infraction.
 - 2.6 Discipline will be administered in an evenhanded manner.

Article 28 – Miscellaneous Provisions

Section 1 - PHYSICAL EXAMINATIONS

- 1.1 Physical examinations required for the employee by the Board shall be paid in full by the District.

Section 2 - MILEAGE REIMBURSEMENT

- 2.1 Whenever the Board shall require and has authorized an employee to use their personal vehicle for District business, the employee shall be reimbursed at the Internal Revenue Service (IRS) Rate for Business that is in effect on the date of travel.

Section 3 - RETIREMENT

- 3.1 For retiring classified employees hired prior to January 9, 1996 who meet the requirements listed below, the District will pay up to \$250.00 per month toward medical insurance for employee and spouse. The requirements for eligibility are:
 - 3.2 The employee must have a minimum of **fifteen (15)** years' service in the District; and
 - 3.2.1 The employee must be eligible for full PERS benefits with **thirty (30)** years of service at age 55; or
 - 3.2.2 Age 58 without regard for PERS benefit eligibility; or
 - 3.2.3 Classified employees who are less than 55 years of age, but are otherwise eligible for full PERS benefits may retire at an earlier age if they choose. However, the benefit will be prorated so that the total will not exceed the amount they would have received under 3.1.
 - 3.2.4 Classified employees with a minimum of **fifteen (15)** years' service in the District who choose to retire between the ages of 55 and 58 with less than **thirty (30)** years of service in PERS may retire earlier if they choose. However, the benefit will be prorated so that the total will not exceed the amount they would have received under **Section 3.1**.
 - 3.3 District paid medical insurance would stop as soon as the employee is eligible for Medicare, or age 65, whichever is sooner. Any additional premium costs must be borne by the employee and received in the District office on or before the 15th of the month preceding the date of effective coverage or the coverage will be cancelled.
 - 3.4 An employee with less than **fifteen (15)** years in the District who wished to continue under the District medical plan must submit the premium on or before the 15th of the month preceding the date of effective coverage or coverage will be cancelled.

Section 4 - CONTRACT MAINTENANCE

- 4.1 The Superintendent, OSEA President and Vice President will meet once each month as a means of establishing ongoing communications and sharing mutual concerns and interests.

-
- 4.2 There will also be appointed a contract maintenance committee for the purpose of discussing ongoing labor-management issues; review the contract; and recommend to the District and the Association solutions, contract interpretations, or interventions necessary to continue the collaborative efforts by both parties.
 - 4.3 The President of the Associations and the Superintendent will establish the committee's meeting schedule with at least one meeting every three (3) months. The committee will establish its own ground rules.
 - 4.4 Notwithstanding the provisions of Article 3, the parties to this Agreement may open any Article of this Agreement for renegotiation during the life of the Agreement by mutual consent.

Section 5 - THREATS

If an employee has been threatened and feels unsafe, they may access leave. Upon notification of the employee by the District of a threat, the employee shall also be notified of their right to access paid district leave for the remainder of the school day. The employee must notify the principal before taking leave and will be allowed to begin this leave no later than one (1) hour after giving notification. The District reserves the right to extend additional paid District leave to the employee; however an employee may use their own paid leave if additional paid days are not granted. In either case, if this leave extends to **seventy-two (72)** hours, the employee and an OSEA representative must met with the administration to resolve any outstanding issues and concerns. Paid leave beyond **seventy-two (72)** hours must be approved by the District.

Article 29 – Grievance Procedure

Section 1 - DEFINITIONS

- 1.1 GRIEVANCE: A “grievance” is a claim by an employee or group of employees based upon the interpretation, application or violation of this Agreement, affecting an employee or a group of employees. Grievances based on Board policy or administrative decisions may be processed using these procedures, but the decision of the Board on these grievances is final and binding.
- 1.2 GRIEVANT: A “Grievant” is the person or persons filing the grievance.
- 1.3 PARTY IN INTEREST: 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.
- 1.4 DAYS: “Days” shall mean days the district office is open except as otherwise indicated.

Section 2 - PURPOSE

- 2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
- 2.2 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement. The Association should be given an opportunity to be present at such adjustments and to state its views.

Section 3 - PROCEDURE

- 3.1 TIME LIMITS: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. When a grievance is submitted on or after May 1, the time limits shall consist of all calendar days so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall be construed as a denial and permit the lodging of an appeal at the next step of the procedure.

Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved and dropped by the answer at the previous step.

- 3.2 YEAR END GRIEVANCES: In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year the grievance could result in irreparable harm to a party in interest. The time limits set forth herein shall

be reduced so that the grievance procedure may be resolved prior to the end of the school year or as soon as possible.

- 3.3 LEVEL ONE – PRINCIPAL OR IMMEDIATE SUPERVISOR: An employee with a grievance shall first discuss it with their principal or immediate supervisor, either directly or through the Association’s designated representative, with the objective of resolving the matter informally. This discussion shall take place within ten (10) work days of the incident or within ten (10) work days of first knowledge of the incident or act creating the grievance.
- 3.4 LEVEL TWO – SUPERINTENDENT: If the grievance is not satisfied with the decision of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentations of the grievance, they may file the grievance in writing with the Association within five (5) school days of receiving the decision of the grievance in writing. The Association shall refer it to the Superintendent of Schools.
- 3.5 LEVEL THREE – BOARD: If the Grievant if not satisfied with the decisions of the grievance at Level Two, or it no decision has been rendered within five (5) school days of the presentation of the grievance, they, within five (5) days after receiving the written response, may refer it to the Board.

This request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward to the Board.

Within ten (10) work days after receipt of the written grievance by the Board, the Board shall hold a hearing with the Grievant and/or witnesses and render a decision in writing within ten (10) work days after the conclusion of the hearing.

A copy of the Board’s decision shall be sent to the Superintendent, grievant, the immediate supervisor and the local president of the Association.

- 3.6 LEVEL FOUR – ARBITRATION: If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after they have first met with the Board, they may, within five (5) school days after a decision by the Board or fifteen (15) school days after they have their first meeting with the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may, by written notice to the Superintendent within fifteen (15) school days after receipt of the request from the Grievant, submit the grievance to binding arbitration. If any question arises as to whether a particular dispute involves the interpretation, meaning or application of any of the provisions of this Agreement, the arbitrator selected to hear the dispute will first rule upon such question. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

Except as otherwise expressly provided in this Agreement, the hearing will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (herein referred to as the “AAA RULES”).

Within ten (10) school days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the ten (10) day period, a request for a list of five (5) arbitrators shall be made to the Employment Relations Board (hereinafter referred to as the “ERB”) by either party. Upon receipt of the list of five (5) arbitrators, both parties shall strike one (1) name from the list until one (1) name remains. The first one to strike a name shall be determined by a flip of a coin.

The arbitrator selected will confer with the representatives of the Board and the Association and hold hearings promptly and will issue their decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date of the final statements and proofs submitted to them. The arbitrator’s decision will be in writing and will set forth their findings of facts, reasoning’s and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which modifies, alters or amends the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

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

Section 4 - RIGHTS OF EMPLOYEES TO REPRESENTATION: Any grievant may be represented at all stages of the grievance procedure by **themselves** or, at their option by a representative selected or approved by the Association. The Association shall have the right to be present.

Section 5 - REPRISALS: No reprisals of any kind shall be taken by the Board, Association or any other participant in the grievance procedure by reason of such participation.

Section 6 - MISCELLANEOUS:

6.1 SPECIAL CIRCUMSTANCES: If a grievance arises from action or inaction on the part of a member of the administration at the principal or immediate supervisor level, the Grievant will submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two.

6.2 WRITTEN DECISIONS: Decisions rendered at Level One which are unsatisfactory to the Grievant and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in that Article.

6.3 SEPARATE GRIEVANCE FILE: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

6.4 FORMS: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the

Superintendent and the Association and given appropriate distribution as to facilitate the operation of the grievance procedure.

The Grievant will be required to exhaust the grievance procedure set forth in this Article before seeking alternative remedies. By doing so, they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory or other legal rights.

For the purpose of assisting an employee or the Association in the prosecution of any contractual, administrative or legal proceedings, including but not limited to grievances, the Board shall permit an employee access to and the right to inspect and acquire copies of their personnel file and any other files or records of the Board which pertain to the employee or any issue in the proceeding in question. A representative of the Association may accompany and assist the employee in this regard or may be authorized by the employee to review such information. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the employee's inspection.

Article 30 – Strikes and Lockouts

- Section 1 - Neither the Association, its officers, agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, 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 full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment. Employees in the bargaining unit, while acting in the course of their employment with the District shall not honor any picket line by the Association or its agents against the District, or any line established by any District employee organization or its agents, or any organization attempting or claiming District employee representation against the District.
- Section 2 - In the event any employee violated 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 the provisions of this Article, directly or indirectly, may be disciplined, including discharge by the District. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including any action for damages, which may be available to the District.
- Section 3 - There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

Confirmation of Agreement

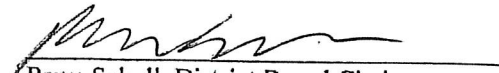
This is to certify that the Oregon School Employees Association St. Helens Chapter 31 and the School Board of the St. Helens School District 502, have officially ratified this Agreement in accordance with required procedure of their respective organizations. All pre-existing agreements and understandings between the Association and the District are hereby declared null and void by the confirmation of this Agreement.

EXECUTED this day of June 22, 2022, at St. Helens, Oregon, by the undersigned officers by the authority of and on behalf Oregon School Employees Association St. Helens Chapter 31 and the School Board of the St. Helens School District #502.

*For Oregon School Employees Association
St. Helens Chapter 31:*

For the St. Helens School District No. 502:


Chris Hawkins, OSEA President


Ryan Scholl, District Board Chair

5/1/2022
Date

6/22/2022
Date


Shawna Meehan, OSEA Field Representative

5/26/22
Date

A1
2022-2023
BEHAVIOR/WELLNESS SUPPORT
Pay Schedule - PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 15.81	\$ 16.57	\$ 17.33	\$ 18.09	\$ 18.85	\$ 19.61	\$ 20.37
B	\$ 19.33	\$ 20.20	\$ 21.07	\$ 21.94	\$ 22.81	\$ 23.68	\$ 24.55
C	\$ 31.17	\$ 32.04	\$ 32.90	\$ 33.77	\$ 34.64	\$ 35.51	\$ 36.38

JOB CLASSIFICATIONS

A	B	C
Wellness Learning	Behavior Coordinator Culture & Community Liaison Student Intervention Specialist	Restorative Justice Coordinator

A1
2022-2023
CENTRAL SUPPORT SERVICES
Pay Schedule - PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 15.00	\$ 15.64	\$ 16.28	\$ 16.92	\$ 17.56	\$ 18.20	\$ 18.84
B	\$ 21.33	\$ 22.29	\$ 23.24	\$ 24.20	\$ 25.15	\$ 26.11	\$ 27.06
C	\$ 26.15	\$ 27.20	\$ 28.24	\$ 29.28	\$ 30.32	\$ 31.37	\$ 32.41
D	\$ 30.07	\$ 31.17	\$ 32.27	\$ 33.37	\$ 34.46	\$ 35.56	\$ 36.66
E	\$ 31.17	\$ 32.04	\$ 32.90	\$ 33.77	\$ 34.64	\$ 35.51	\$ 36.38

JOB CLASSIFICATIONS

A	B	C	D	E
Courier	Family Resource Coordinator	System Analyst	District Network Specialist	Accounts Payable Clerk Communications Specialist Data Assessment & Student Info Specialist Sr. Accountant

A1
2022-2023
DIRECT INSTRUCTION SUPPORT
Pay Schedule - PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 17.44	\$ 18.28	\$ 19.12	\$ 19.96	\$ 20.80	\$ 21.64	\$ 22.48
B	\$ 19.33	\$ 20.20	\$ 21.07	\$ 21.94	\$ 22.81	\$ 23.68	\$ 24.55
C	\$ 21.33	\$ 22.29	\$ 23.24	\$ 24.20	\$ 25.15	\$ 26.11	\$ 27.06
D	\$ 22.90	\$ 23.90	\$ 24.90	\$ 25.90	\$ 26.90	\$ 27.90	\$ 28.91
E	\$ 26.15	\$ 27.20	\$ 28.24	\$ 29.28	\$ 30.32	\$ 31.37	\$ 32.41
F	\$ 29.22	\$ 30.03	\$ 30.84	\$ 31.66	\$ 32.47	\$ 33.29	\$ 34.10

JOB CLASSIFICATIONS

A	B	C	D	E	F
Media Assistant	Credit Recovery Youth Transition Specialist	Technology Building Facilitator	Speech & Language Pathology Assistant	Assessment Coordinator	Athletic Trainer

A1
2022-2023
EARLY LEARNING
Pay Schedule - PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 15.65	\$ 16.39	\$ 17.13	\$ 17.86	\$ 18.60	\$ 19.34	\$ 20.08
B	\$ 17.22	\$ 17.75	\$ 18.29	\$ 18.82	\$ 19.35	\$ 19.88	\$ 20.41
C	\$ 22.76	\$ 23.62	\$ 24.49	\$ 25.35	\$ 26.21	\$ 27.08	\$ 27.94
D	\$ 27.27	\$ 28.02	\$ 28.77	\$ 29.53	\$ 30.28	\$ 31.03	\$ 31.79
E	\$ 29.22	\$ 30.03	\$ 30.84	\$ 31.66	\$ 32.47	\$ 33.29	\$ 34.10

JOB CLASSIFICATIONS

A	B	C	D	E
Childcare Provider	Childcare Lead	Preschool Assistant Teacher	Preschool Teacher	Early Childhood Education Coordinator

A1
2022-2023
SECURITY/CUSTODIAL/MAINTENANCE SERVICES
Pay Schedule - PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 19.33	\$ 20.20	\$ 21.07	\$ 21.94	\$ 22.81	\$ 23.68	\$ 24.55
B	\$ 19.79	\$ 20.66	\$ 21.53	\$ 22.39	\$ 23.26	\$ 24.13	\$ 25.00
C	\$ 19.91	\$ 20.78	\$ 21.65	\$ 22.52	\$ 23.39	\$ 24.26	\$ 25.13
D	\$ 20.58	\$ 21.45	\$ 22.32	\$ 23.19	\$ 24.05	\$ 24.92	\$ 25.79
E	\$ 22.17	\$ 23.14	\$ 24.10	\$ 25.07	\$ 26.04	\$ 27.01	\$ 27.97
F	\$ 22.43	\$ 23.40	\$ 24.37	\$ 25.34	\$ 26.31	\$ 27.28	\$ 28.25

JOB CLASSIFICATIONS

A	B	C	D	E	F
Campus Monitor	Custodian	Swing Custodian	Swing Custodian Lead	Head Custodian	Grounds Crew

A1
2022-2023
INSTRUCTIONAL ASSISTANTS
Pay Schedule - PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 15.81	\$ 16.57	\$ 17.33	\$ 18.09	\$ 18.85	\$ 19.61	\$ 20.37
B	\$ 16.50	\$ 17.26	\$ 18.02	\$ 18.78	\$ 19.54	\$ 20.30	\$ 21.06
C	\$ 18.11	\$ 18.95	\$ 19.79	\$ 20.63	\$ 21.47	\$ 22.31	\$ 23.16

JOB CLASSIFICATIONS

A	B	C
Classroom Assistant	Instructional Assistant	Special Education Assistant

A1
2022-2023
STUDENT NUTRITION SERVICES
Pay Schedule - PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 15.00	\$ 15.63	\$ 16.26	\$ 16.88	\$ 17.51	\$ 18.14	\$ 18.77
B	\$ 15.42	\$ 16.15	\$ 16.87	\$ 17.60	\$ 18.33	\$ 19.05	\$ 19.78
C	\$ 16.27	\$ 17.44	\$ 18.22	\$ 19.00	\$ 19.79	\$ 20.57	\$ 21.35

JOB CLASSIFICATIONS

A	B	C
Cashier	Assistant Cook	Cook Manager

A1
2022-2023
SECRETARIES
Pay Schedule - PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 17.91	\$ 18.73	\$ 19.55	\$ 20.37	\$ 21.19	\$ 22.01	\$ 22.83
B	\$ 19.68	\$ 20.55	\$ 21.42	\$ 22.29	\$ 23.16	\$ 24.03	\$ 24.90
C	\$ 19.73	\$ 20.60	\$ 21.48	\$ 22.35	\$ 23.23	\$ 24.10	\$ 24.98

JOB CLASSIFICATIONS

A	B	C
School Secretary	Head School Secretary	Administrative Secretary

A2
2022-2023
BEHAVIOR/WELLNESS SUPPORT
Pay Schedule - NON-PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 14.91	\$ 15.63	\$ 16.35	\$ 17.07	\$ 17.78	\$ 18.50	\$ 19.22
B	\$ 18.24	\$ 19.06	\$ 19.88	\$ 20.70	\$ 21.52	\$ 22.34	\$ 23.16
C	\$ 29.40	\$ 30.22	\$ 31.04	\$ 31.86	\$ 32.68	\$ 33.50	\$ 34.32

JOB CLASSIFICATIONS

A	B	C
Wellness Learning	Behavior Coordinator Culture & Community Liaison Student Intervention Specialist	Restorative Justice Coordinator

A2
2022-2023
CENTRAL SUPPORT SERVICES
Pay Schedule - NON-PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 14.15	\$ 14.75	\$ 15.36	\$ 15.96	\$ 16.57	\$ 17.17	\$ 17.77
B	\$ 20.13	\$ 21.03	\$ 21.93	\$ 22.83	\$ 23.73	\$ 24.63	\$ 25.53
C	\$ 24.67	\$ 25.66	\$ 26.64	\$ 27.62	\$ 28.61	\$ 29.59	\$ 30.57
D	\$ 28.37	\$ 29.41	\$ 30.44	\$ 31.48	\$ 32.51	\$ 33.55	\$ 34.59
E	\$ 29.40	\$ 30.22	\$ 31.04	\$ 31.86	\$ 32.68	\$ 33.50	\$ 34.32

JOB CLASSIFICATIONS

A	B	C	D	E
Courier	Family Resource Coordinator	System Analyst	District Network Specialist	Accounts Payable Clerk Communications Specialist Data Assessment & Student Info Specialist Sr. Accountant

A2
2022-2023
DIRECT INSTRUCTION SUPPORT
Pay Schedule - NON-PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 16.45	\$ 17.24	\$ 18.04	\$ 18.83	\$ 19.62	\$ 20.41	\$ 21.21
B	\$ 18.24	\$ 19.06	\$ 19.88	\$ 20.70	\$ 21.52	\$ 22.34	\$ 23.16
C	\$ 18.24	\$ 19.06	\$ 19.88	\$ 20.70	\$ 21.52	\$ 22.34	\$ 23.16
D	\$ 20.13	\$ 21.03	\$ 21.93	\$ 22.83	\$ 23.73	\$ 24.63	\$ 25.53
E	\$ 21.60	\$ 22.55	\$ 23.49	\$ 24.44	\$ 25.38	\$ 26.33	\$ 27.27
F	\$ 24.67	\$ 25.66	\$ 26.64	\$ 27.62	\$ 28.61	\$ 29.59	\$ 30.57

JOB CLASSIFICATIONS

A	B	C	D	E	F
Media Assistant	Credit Recovery Youth Transition Specialist	Technology Building Facilitator	Speech & Language Pathology Assistant	Assessment Coordinator	Athletic Trainer

A2
2022-2023
EARLY LEARNING
Pay Schedule - NON-PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 14.76	\$ 15.46	\$ 16.16	\$ 16.85	\$ 17.55	\$ 18.25	\$ 18.94
B	\$ 16.25	\$ 16.75	\$ 17.25	\$ 17.75	\$ 18.25	\$ 18.76	\$ 19.26
C	\$ 21.47	\$ 22.29	\$ 23.10	\$ 23.92	\$ 24.73	\$ 25.55	\$ 26.36
D	\$ 25.72	\$ 26.43	\$ 27.15	\$ 27.86	\$ 28.57	\$ 29.28	\$ 29.99
E	\$ 27.56	\$ 28.33	\$ 29.10	\$ 29.87	\$ 30.63	\$ 31.40	\$ 32.17

JOB CLASSIFICATIONS

A	B	C	D	E
Childcare Provider	Childcare Lead	Preschool Assistant Teacher	Preschool Teacher	Early Childhood Education Coordinator

A2
2022-2023
SECURITY/CUSTODIAL/MAINTENANCE SERVICES
Pay Schedule - NON-PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 18.24	\$ 19.06	\$ 19.88	\$ 20.70	\$ 21.52	\$ 22.34	\$ 23.16
B	\$ 18.67	\$ 19.49	\$ 20.31	\$ 21.13	\$ 21.95	\$ 22.76	\$ 23.58
C	\$ 18.78	\$ 19.60	\$ 20.42	\$ 21.24	\$ 22.06	\$ 22.88	\$ 23.70
D	\$ 19.42	\$ 20.24	\$ 21.06	\$ 21.87	\$ 22.69	\$ 23.51	\$ 24.33
E	\$ 20.91	\$ 21.83	\$ 22.74	\$ 23.65	\$ 24.57	\$ 25.48	\$ 26.39
F	\$ 21.16	\$ 22.07	\$ 22.99	\$ 23.91	\$ 24.82	\$ 25.74	\$ 26.65

JOB CLASSIFICATIONS

A	B	C	D	E	F
Campus Monitor	Custodian	Swing Custodian	Swing Custodian Lead	Head Custodian	Grounds Crew

A2
2022-2023
INSTRUCTIONAL ASSISTANTS
Pay Schedule - NON-PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 14.91	\$ 15.63	\$ 16.35	\$ 17.07	\$ 17.78	\$ 18.50	\$ 19.22
B	\$ 15.57	\$ 16.29	\$ 17.00	\$ 17.72	\$ 18.43	\$ 19.15	\$ 19.86
C	\$ 17.09	\$ 17.88	\$ 18.67	\$ 19.46	\$ 20.26	\$ 21.05	\$ 21.84

JOB CLASSIFICATIONS

A	B	C
Classroom Assistant	Instructional Assistant	Special Education Assistant

A2
2022-2023
STUDENT NUTRITION SERVICES
Pay Schedule - NON-PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 14.15	\$ 14.74	\$ 15.34	\$ 15.93	\$ 16.52	\$ 17.11	\$ 17.71
B	\$ 14.55	\$ 15.23	\$ 15.92	\$ 16.60	\$ 17.29	\$ 17.97	\$ 18.66
C	\$ 15.35	\$ 16.45	\$ 17.19	\$ 17.93	\$ 18.67	\$ 19.40	\$ 20.14

JOB CLASSIFICATIONS

A	B	C
Cashier	Assistant Cook	Cook Manager

A2
2022-2023
SECRETARIES
Pay Schedule - NON-PERS

Pay Grade	1	2	3	4	5	6	7
A	\$ 16.89	\$ 17.67	\$ 18.44	\$ 19.22	\$ 19.99	\$ 20.77	\$ 21.54
B	\$ 18.57	\$ 19.39	\$ 20.21	\$ 21.03	\$ 21.85	\$ 22.67	\$ 23.49
C	\$ 18.61	\$ 19.44	\$ 20.26	\$ 21.09	\$ 21.91	\$ 22.74	\$ 23.56

JOB CLASSIFICATIONS

A	B	C
School Secretary	Head School Secretary	Administrative Secretary

APPENDIX B

BUMPING GROUPS

Behavior Wellness Support	Central Support Services	Accounting Assistants	Direct Instruction Support	Early Learning	Custodial\Maintenance	Instructional Assistant	Student Nutrition Services	Secretaries
Restorative Justice Coordinator	District Network Specialist	Senior Accountant	Assessment Coordinator	ECE Coordinator	Grounds Maintenance	Special Education Assistant	Cook Manager	Administrative Secretary
Student Intervention Specialist	System Analyst	Accounts Payable	Credit Recovery	Preschool Head Teacher	Head Custodian	Instructional Assistant	Cook Assistant	Head School Secretary
Culture & Community Liaison		Accounts Receivable	Media Assistant	Preschool Assistant Teacher	Custodian Lead - Swing	Classroom Assistant	Cashier	School Secretary
Wellness Learning				Childcare Lead	District Custodial Sub			
				Childcare Provider	Custodian-Day/ Swing			

Stand Alone positions				
Behavior Coordinator	Communications Specialist	Athletic Trainer		Campus Monitor
LPN Health Nurse	Courier	Speech & Language Pathology Assistant		
Health Assistant	Data Assessment & Student Info Specialist	Technology Building Facilitator		
	Family Resource Coordinator	Youth Transition Specialist		
	HR Administrative Assistant			

