

Phoenix-Talent SD 4
and
Phoenix-Talent OSEA Chapter 96

2023-2025
Agreement

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Article 1 Status of Agreement

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and working conditions of employment for classified personnel included in the bargaining unit employed by Phoenix Talent School District #4.

This Agreement terminates and supersedes all past policies, rules, regulations, procedures and practices of the District concerning the matters covered herein. All conditions of employment, including but not limited to, working hours, relief periods, leaves and general working conditions in effect prior to the effective date of this Agreement, are null and void. This Agreement shall not be interpreted or implied to provide employees with benefits or other advantages heretofore enjoyed unless expressly stated herein.

There shall be three (3) signed copies of the final agreement for the purpose of records. One (1) shall be retained by the District, one (1) by the chapter, and one (1) by the Association. Within approximately one (1) month of ratification of this Agreement by both parties, the Board agrees to make available to the Association sufficient copies of this Agreement for its membership with the cost shared equally.

Article 2 Recognition

- A. The Board recognizes the Oregon School Employees Association and OSEA Chapter 96, as the exclusive representative of all the employees of the District except those who are employed in positions that require a certificate or license provided in Chapter 342 of the Oregon Revised Statutes and excepting substitute, supervisors, and confidential employees.
- B. Substitute is a person hired short-term to replace a permanent employee on a temporary basis, and/or to serve a specific purpose. The duration may be one to ninety (1-90) consecutive assignment working days. On the ninety-first (91st) day they become a Temporary Employee.
- C. Temporary Employee is a person hired for ninety-one (91) days or more to replace a permanent employee on a temporary basis and/or to serve a specific purpose. They will receive all rights and benefits with the exception of Article 12, Layoffs/Recall, Vacancies and Transfers. A Temporary Employee may be hired until the completion of the academic year without serving as a substitute first.
- D. The purpose of this Article is to recognize the right of the bargaining agent to represent employees in the bargaining unit in negotiation with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions or policies. The Board reserves the right to eliminate, modify, or create functions, policies and to create or combine, or eliminate any positions, as in its judgment, are deemed necessary, providing such decisions are consistent with the terms of this Agreement.

Article 3

District Functions

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees during normal school hours.

- B. It is expressly recognized that the Board's managerial and delegator responsibilities include:
 - 1. The right to determine the location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
 - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 - 3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
 - 4. The maintenance of discipline and control and use of the school system property and facilities.
 - 5. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 - 6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with the Agreement.
 - 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer employees.
 - 8. The right to relieve employees from duty for poor or unacceptable work or for other legitimate reasons.
 - 9. The creation, combination, modification or elimination of any classified position deemed advisable by the Board.
 - 10. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
 - 11. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities.
 - 12. The right to establish and revise the work assignments and establish hours of employment.

Nothing in this Agreement shall require the District to continue in existence any of its present programs in their present form and/or location.

If the District proposes, or will propose, a plan to contract out bargaining unit work, they will first give clear and unambiguous notice that the employer stands ready to bargain prior to any decision being made on the matter.

- C. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth in this Agreement. Execution of these functions shall be consistent with this Agreement.

Article 4 Strikes and Lockouts

- A. The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate in or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article. 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 an action for damages, which may be available to the District.
- B. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligation set forth in Part A above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.
- C. 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.

Article 5 Union Rights

A. Information

Upon request, and subject to the Public Records Law, the Board agrees to furnish to the Association all public information deemed necessary to fulfill its role as exclusive bargaining representative.

B. Use of School Buildings

The Association shall have access to school buildings for association purposes providing there is no interference with the school program. Prior approval from the Superintendent is necessary for use of the facilities.

C. **Meetings**

Meetings involving staff members should be scheduled after commitments to parents and children have been met.

D. **Use of School Equipment**

The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

E. **Bulletin Boards**

The Association may use a bulletin board in each faculty lounge, cafeteria, and other workstations.

F. **Courier Service/Email**

Inter-school mail facilities and email may be used for reasonable distribution of association communication so long as such communications are labeled as association materials and contain the name of the authorizing association official, providing such materials are not defamatory to the Board or the School District. Inter-school mail facilities and district email accounts may be used in accordance with Board Policy.

G. **School Board Meetings**

Information items for consideration by the Board as "New Business" may be suggested by the Association so long as those matters are made known to the Superintendent's office five (5) days prior to said meeting.

H. **Exclusive Rights**

The rights and privileges of the Oregon School Employees Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the classified employees and to no other organizations.

I. **Released Time for Meetings**

Whenever any representative of the Association and/or Chapter 96 or any employee participates during working hours in jointly scheduled negotiations or grievance proceedings, they shall suffer no loss in pay.

Article 6

Dues and Payroll Deductions

- A. Any employee who is a member of the Oregon School Employees Association (OSEA) or who has applied for membership may sign and deliver personally or through OSEA to the District an authorization for deduction(s) of membership dues. Pursuant to such authorization, the District shall deduct one-twelfth (1/12) for twelve (12) months or one-tenth (1/10) for ten (10) months of such dues from the regular salary check beginning in September.
- B. Withdrawing the payroll deduction for such dues may be accomplished by completing the proper form and submitting the original or a copy to the office of the Superintendent prior to the 10th of the month deduction is to begin.
- C. OSEA is recognized as the exclusive bargaining council to receive deductions of association dues and fees.
- D. OSEA shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification from OSEA if received prior to the 10th on the month, or the next following month for those received after the 10th of the month.
- E. If the District tenders defense of any claim or suit brought against the District as a result of the provisions of this Article to OSEA within thirty (30) days of notice of such claim, order, suit or judgement, OSEA agrees to defend the District and to hold the District harmless against any orders or judgement that result.
- F. All legal requirements will be followed by both the District and OSEA.

Article 7

Complaint Procedure

A. Procedural Requirement

Any complaint regarding an employee made to any member of the administration or board by any parent, student or patron that, in the opinion of the administration, is of such significance as to be reduced to writing by the administration, shall, within ten (10) days, be processed according to the procedure outlined below. Days shall be defined as days the District Office is open to the public.

B. Meeting with Principal or Immediate Superior

The principal or immediate superior shall meet with the employee to apprise the employee of the full nature of the complaint, and they shall attempt, when appropriate, to resolve the matter informally.

C. Right to Representation

The employee shall have the right to be represented by a person of their choice at any subsequent meetings or conferences regarding such complaint.

**Article 8
Outside Work**

- A. No outside commitments for which the employees may derive compensation are to be made for employees' time obligated to the District. Exceptions to the Agreement to be approved by the Board or the Superintendent. If approved, and if fees are involved, then the individual has a choice of accepting the District pay rate or the fee to be received.

**Article 9
Grievance Procedure**

- A. The purpose of this procedure is to provide an orderly method of resolving grievances of employees represented by the Oregon School Employees Association. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be neither suspension of work nor interference with the operations of the school system nor shall there be any reprisals against any employee utilizing the grievance procedure. Meetings or discussions involving grievances, or these procedures shall not interfere with the work duties of employees.

B. Definition of Grievance

A grievance is an alleged violation of a provision of this Agreement with respect to its application or interpretation.

C. General Procedures

1. These procedures should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
2. All parties should attempt to complete the procedures by the end of the school year.
3. All parties in interest have a right to choose consultants or representatives at each step beyond Step One of these grievance procedures.
4. Failure at any step of this procedure by the grievant to appeal a grievance to the next step within the specified time limits shall be deemed to accept the decision rendered at that step. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

5. All documents, communications and records dealing with the processing of a grievance that are kept shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants with the exception of a summary of the grievance which will be added to the employee's personnel file.
6. Forms for processing grievances shall be prepared by the Board and made available to facilitate operation of the grievance procedure.
7. In the course of investigation of any grievance, representatives of the grievant will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.
8. Every effort will be made by all parties to avoid the unnecessary involvement of students in all phases of the grievance procedure.
9. Days referred to in the process described in Item D below are days the District Office is open to the public.

D. Grievances will be processed in the following manner and within the stated time limits:

Step 1 - A grievant employee shall promptly attempt to resolve the grievance informally between the employee and their principal or supervisor. If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the principal or supervisor. The written statement shall include a statement of the problem, the contract provision(s) allegedly breached, and the action requested. If an employee does not submit their grievance to the principal or supervisor in writing in accordance with Step I within fifteen (15) days after the facts upon which the grievance is based first occur or first become known, or should have been known to the employee, the grievance will be deemed waived. The grievant employee may be accompanied by one other member of the Association when presenting the written grievance. The principal or supervisor will reply in writing to the employee with a copy to the Association within five (5) days after receipt of the written grievance.

Step 2 - If the grievance is not settled in Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievant may file the grievance in writing to the Superintendent of schools within ten (10) days after receipt of the principal's or supervisors written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the fact upon which the grievance is based, the issues involved, the Agreement provisions involved, and the relief sought. The Superintendent or their representative shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the aggrieved with a copy to OSEA no later than ten (10) days after receipt of the written grievance.

Step 3 - If the grievant person is not satisfied with the disposition of their grievance at Step 2, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, whichever is sooner, they may submit their grievance to the School Board within fifteen (15) days thereafter. Within ten (10) days of the receipt of the appeal, the District School Board will notify all official parties of a hearing to be held within fifteen (15) days of the receipt of the appeal. The School Board shall hear the arguments of the Superintendent and the grievant. At the request of the grievant, the hearing before the Board shall be a public hearing. Within ten

(10) days following the hearing, the School Board of Directors shall render a decision in writing to all official parties.

Step 4 - Grievances not settled in Step 3 may be appealed to arbitration provided:

- a. Written notice of a request for arbitration is made to the School Board within ten (10) days of receipt of its answer in Step 3.
- b. The issue must involve the application or interpretation of a specific provision of the Agreement.

When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) days of the appeal, jointly request the Employment Relations Board to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth (5th) remaining name shall act as the arbitrator. The arbitrator shall have no power to substitute their discretion for that of the Board in any matter other than that involved in the grievance. A decision of the arbitrator shall, within the scope of their authority, be binding upon the parties.

- E. The Board and the grievant will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.

Article 10 Rights of Classified Employees

A. Just Cause Provision

Employees shall not be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. The provisions of Article 21, Section B, are declared to be just cause for disciplinary action against any employee. In the event that disciplinary action is initiated, all information forming the basis for disciplinary action will be made available to the employee.

B. Required Meetings or Hearing Before Superintendent or Board

Whenever any classified employee is required to appear before the Superintendent, the Board or any committee or member thereof, concerning any matter except evaluations of job performance that could adversely affect the continuation of the employee in their position, or employment or the salary or any increments pertaining thereto, then they shall be given prior written notice of the reasons for such meeting or interview. They shall be entitled to have a representative of the Association or legal counsel present to advise them and represent them during such meeting or interview. Any demotion, suspension or dismissal of a classified employee shall follow the procedures outlined in Article 21 of this Agreement.

C. Personnel File

Any information placed in the personnel file of a classified employee by their principal or supervisor shall be copied and transmitted by letter to that specific employee. Every employee has the right to review the contents of their personnel file and has the further right to write a response to any items of critical nature for inclusion in that file.

**Article 11
Health and Safety**

- A. The District shall maintain a safe working environment and take corrective action to comply with state and federal law regarding safety.
- B. When an employee is aware of a safety concern, they shall notify their school safety representative or supervisor of the concern and start the problem-solving process.
- C. In the event any bargaining unit employee suffers an injury due to attack, assault, overt physical act of violence, or inappropriate physical contact by a student of the District, the employee shall not be required to work with that student, until such time that the employee, Union representative and building principal have met and conferred and reached a reasonable solution to the issue.
- D. An employee shall not be considered to be insubordinate if they refuse to follow an order that would endanger the health or safety of the student, employee, or any other person.
- E. In an effort to keep students and staff safe, classified employees required to supervise a student shall be provided with the necessary information to successfully support the student in a safe environment.
- F. Classified employees shall be trained to use effective strategies to provide a safe environment for students and staff.
- G. To reduce the potential for harm to staff members, the employee may request additional training or safety equipment.

**Article 12
Notification of Employment**

Prior to June 1 of each year, all regular employees in the bargaining unit shall receive written notification specifying the general conditions of employment for the next year, as they are known at the time, including job classification designation and Step and Range placement on the appropriate schedule cited in Article 24.

Article 13
Layoff/Recall, Vacancies, and Transfers

A. Layoff, Seniority and Recall:

1. Seniority shall be defined by both the total length of service within a job classification and total length of service within the District as a classified employee as follows:

Classification Seniority: The total length of service within a job classification from the first date of service in the job classification.

District Seniority: The total length of continuous service with the District as a classified employee.

For the purpose of computing seniority, all authorized leave of twelve (12) weeks or less and any paid leave shall be considered as time worked within the classification held at such time the leave was taken.

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.

2. If the District determines the need for a reduction in its workforce, notice of at least two (2) weeks shall be provided to the affected employees. No permanent employees shall be laid off within a job classification until all probationary employees in such classification have been terminated.

Employees within a job classification as set forth on the Salary Schedule Appendices shall be laid off in the inverse order of classification seniority.

3. An employee who has been laid off or bumped may use classification seniority to bump an employee in the same classification or lower classification within the same job category (defined in 4 below) provided they have greater classification seniority than the employee being bumped, that the senior employee's performance has been satisfactory up to and including the time of transfer if the employee has not previously held the job classification, and the senior employee meets the qualifications of the job. Bumping up, either to a higher classification within a job category or to a greater number of hours, cannot occur.

If there is no less senior employee, such laid off/bumped employee shall have the right to bump out of the job category provided that they have greater district seniority and previously worked in the classification in the District. Bumping up, either to a higher classification or to a greater number of hours, cannot occur. An employee who is bumped into a lower compensated classification shall count as service in that classification all years in said position plus years worked at all higher classifications.

An employee may refuse to bump to a new position or classification and shall be laid off and placed on the recall list. An employee who bumps out of classification shall be compensated at the range for the classification into which they have bumped at the same step occupied prior to bumping, or at the highest step they had previously worked at within

the classification into which they were bumped, whichever is greater.

4. Job Categories (listed from highest to lowest): *add SLPA

ELECTRICAL/MAINTENANCE

Electrician/HVAC

Electrician/Maintenance

Maintenance

MEDIA

Media Manager

Media Assistant

CUSTODIAL

District Lead Custodian

Lead Custodian

Custodian

COMPUTER SPECIALIST

Computer Technician III

Information Specialist

Computer Specialist II

Computer Specialist I

ASSISTANTS (Student)

Speech Language Pathology Assistant (Can only bump down to Special Education IA, IA or Playground)

Transition Specialist (Can only bump down to Special Education IA, IA or Playground)

Support Center Instructional Assistant (IA) / Special Education IA / Bilingual IA

Instructional Assistant

Playground Assistant

OFFICE/SECRETARIAL

Office Manager/AP Clerk/Secretary I/Registrar/Student Services Clerk

Attendance Clerk

Clerk Typist II

CAREER/COLLEGE SUPPORT

CTE Specialist

College Advisor

LANGUAGE SUPPORT

Translator

Interpreter

Any classification that is not listed under a category above shall be considered a stand-alone category, which currently includes:

Accompanist

Attendance Specialist
Bilingual Parent Liaison
Bilingual Student Support
Bookkeeper
Child Development Specialist
Del/Fixed Assets
Graduation Coach
Groundskeeper
Student Manager

5. When forces again increase, the employees within the job classification categories shall be recalled in the inverse order in which they were laid off/bumped. In such case, classification seniority shall be used to determine the order of recall consistent with the employee's qualification and ability to perform the job to which their seniority entitled them. Recall to a higher classification or greater number of hours cannot occur. No new employees will be hired into classifications from which employees are laid off and remain qualified to perform.

Notice of recall shall be by written notice mailed to the most recent address on file with the District via certified return receipt mail. Failure to timely respond to recall, the maximum being ten (10) days (days defined as days the District office is open to the public), shall be considered as immediate voluntary termination. However, if recall is to a position formally occupied, the employee may choose not to return until a position becomes open which is comparable to their former position, without loss of placement on the layoff list. Layoff status will automatically terminate twenty-seven (27) months from the date of layoff.

6. Layoff rankings and priorities will not be applicable where the District must comply with the state and federal mandates such as affirmative action and PL 108-446 Individuals with Disabilities Education Improvement Act of 2004.

- B. JOB POSTINGS/VACANCIES:** When a vacancy occurs within the District that the District intends to fill, an employee may bid for the open position. Seniority, as defined in Item A.1 of this Article, shall be the basis for assignment of new positions provided that the person applying for the vacant position is determined by the administration to be qualified to perform the duties. Seniority shall be the deciding factor for assignment, all other things being equal. A written explanation shall be given to the employee possessing seniority in the event that a senior employee is denied placement.

The Board shall make available to the Association a list of new job openings in the bargaining unit. The list shall be posted on the appropriate bulletin boards as soon as the administration is aware of the open position or at least five (5) workdays prior to closing the position.

The District will make available to all personnel, by posting to the District website and having copies available at the District Office, Form B 501, request for Notice of Classified Job Postings for the summer. Bargaining unit employees shall have first preference for summer work if qualified. Those employees interested in summer work must complete Form B 501.

When two (2) hours per day or less become available within the scope and duties of the job description for that classified position, the hours may be awarded in order of seniority, all other factors being equal, to the individual(s) currently performing such duties in the classification at that specific school/worksite. In order to be eligible for the assignment, the additional hours must fit into the employees' regular work schedule at the specific time needed.

In the event individuals at the school or worksite do not accept the hours, the hours will be posted for other in district employees in that job classification to apply. Seniority, all other factors being equal, within the classification shall be the deciding factor in determining which in-district employee is awarded the hours. In order to be eligible for the assignment, the additional hours must fit into the employee's regular work schedule at the specific time needed.

In the event a position is increased by more than two (2) hours within the scope of and duties of the job description for that classification, the position shall be considered a new position and posted district wide. Seniority, all other factors being equal, within the classification shall be the deciding factor in determining who is awarded the position.

The District shall notify the Association of additional hours available at a school/worksite prior to assigning such hours to an employee.

- C. **TRANSFERS:** Employees interested in transferring to positions in other classifications or buildings, upon job availability, may file written requests with the District office. The administration will act on such requests as soon as reasonably possible if a vacancy exists in the classification or building to which the employee has requested transfer. Current employees will be given first consideration when applying for vacated or newly formed positions for which they qualify. First consideration means they will be given an interview for the position.

Article 14

Sick Leave and Family Illness Leave

- A. **Sick Leave** - Employees who are absent because of personal illness, injury, or pregnancy shall receive compensation during such absence in accordance with the provisions and reservations of this Article, ORS 332.507, and ORS 653.601-653.661.
1. Sick leave shall be granted in accordance with ORS 332.507. All employees shall be allowed at least ten (10) days' sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. Such sick leave shall be credited to said employees on the first day of the fall semester. However, if an employee terminates employment with the District and has used more sick leave than was accrued, the value thereof shall be deducted from the employee's final check. In the case of new employees, sick leave shall be credited from the first full month of employment at the rate of one day (1) for each month of active service during the first six (6) months of employment. The remaining sick leave credit for that contract year shall be credited on the first day of the seventh (7th) month of employment. Part-time employees' sick leave will be prorated based on their F.T.E.

2. Unused sick leave may be accumulated without limit.
3. When an employee is absent from work, they shall notify the principal or supervisor. If the absence is for five (5) consecutive days, that person shall be notified of the probable date of return. The Supervisor or Human Resources Department Representative may require doctor substantiation of the said illness, consistent with state and federal law, giving probable date of return.
4. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the District or furnish a certificate of health from a licensed doctor prior to returning to work.
5. If, at the beginning of a school year, an employee previously employed by the District at least one (1) school year, is ill and unable to resume their work duties, and such employee has accumulated sick leave days at the end of the prior school year, they will be allowed to use such previously accumulated sick leave days while they remains ill and unable to work.
6. Except for retirement, all sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason. Upon retirement one half (1/2) of all accumulated sick leave shall be credited as set forth in statute. Upon request, the Superintendent shall verify all accumulated sick leave if an employee secures employment in another district or public entity.
7. Each employee shall be allowed credit for out of district sick leave by two (2) methods:
 - a. For use within this District each employee shall be allowed up to seventy-five (75) days sick leave accumulated in another Oregon school district. However, the accumulation shall not exceed that carried by the most recent previous employing school district and shall not be effective until the employee has completed thirty (30) days within this District.
 - b. For the purpose of computing retirement benefits, this School District will permit an employee to transfer an unlimited number of days of unused sick leave from another Oregon district. The employee is responsible for securing official documentation.
8. Each employee shall be given a written account of that employee's accumulation and use of sick leave on a monthly basis.

B. Family Illness

All employees shall receive up to three (3) days' leave per year with pay in case of the illness or injury of members of the employee's immediate family that necessitates the employee's presence. "Immediate Family" shall be interpreted to mean spouse, domestic partner, children and parents. Other people shall be considered members of the immediate family provided there they are regularly living in the house of the employee. FMLA/OFLA will reflect federal and state law.

C. **Paid Leave**

These leaves will run concurrently with all other applicable leaves currently provided by state and federal leave laws and under the sick leave and family illness provisions listed above. An employee is limited to no more than forty (40) hours of sick time as defined in ORS. 653.616 in a year. This does not diminish or supersede any rights already afforded by the employee under ORS 332.507.

D. **Extensions**

In the event emergency conditions arise, an extension of sick leave or family illness may be granted at the discretion of the Board or its representative.

E. **Penalties**

Any employee obtaining sick leave or family illness benefits by fraud, deceit or falsified statement shall be subject to appropriate disciplinary action by the Board.

Article 15
Paid Leaves of Absence

A. Classified employees shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year.

1. **Personal**

Two (2) days' leave of absence will be granted (after the first three (3) months of employment for new employees) for personal, legal, business, household or family matters that require absence during school hours. Leave will be granted when a qualified sub has been secured, if applicable. Notice will be given to the principal or other immediate supervisor for personal leave at least two (2) days before taking such leave (except in the case of emergencies) for their approval. Employees, particularly those employed less than eight (8) hours per day, shall make every effort to arrange such matters so as not to interfere with normal school duties whenever possible. Personal leave shall not be used for recreational purposes or extension of vacation or holidays, unless prior written approval is obtained from the Superintendent or Assistant Superintendent of Human Resources.

2. **Classified Leave Pool**

Any employee, upon depleting all personal leave days, may apply to the personal leave committee for up to two (2) additional personal leave pool days. The request must be submitted in writing to the committee chair stating the specific reasons for the leave, a minimum of five (5) days prior to date(s) requested.

Pool days will be subject to the following restrictions:

- a. Requires absence during school hours;
- b. Shall not be used for recreational purposes;
- c. Shall not be used for vacation extension or extension of holidays;

- d. Per academic school year (July 1 – June 30);
- e. A qualified sub has been secured (if applicable).

3. **Legal Leave**

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

4. **Bereavement**

All classified employees shall receive up to five (5) days' leave per year with pay in case of a death in the immediate family. "Immediate family" shall be defined as blood relatives and in laws, to include spouse, domestic partner, children, grandparents, grandchildren (including step, foster and legally adopted children), parents (including step parents), brothers, sisters (including step brothers and sisters), uncles, aunts, nephews, nieces, cousins and other persons regularly living in the house of the employee.

5. **In Addition to Sick Leave**

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

Article 16

Unpaid Leaves of Absence

A. **Political/Unpaid:**

An unpaid leave of absence of up to one (1) year may be granted to any regular employee upon application for the purpose of campaigning for, or serving in, a public office or for personal reasons. No benefits shall accrue during the period of political/unpaid leave. Denial of a leave request under this paragraph is not subject to the grievance procedure.

B. **Parental and Family Medical Leave:**

Family and Medical Leave will be granted to employees in the bargaining unit in accordance with State and Federal Statutes. Said leave will be without pay, except, an employee may elect to use accrued paid leave prior to application of the request.

C. **Extensions and Renewals:**

All extensions or renewal of leaves shall be applied for in writing. If granted, the reply also shall be written.

Article 17 Holidays and Vacations

- A. Holiday pay shall be paid to any hourly employee who works either the workday before or the workday after a holiday. Employees shall be paid for the following holidays as if they had worked the day:

Labor Day	Christmas Day
Veterans' Day	New Year's Day
Thanksgiving Day	Memorial Day

- B. In addition, eligible twelve (12) month employees shall be paid for the following holidays as if they had worked the day, providing school is not in session on these days:

Independence Day	The Day Prior to or after New Year's Day
The Day Following Thanksgiving	Martin Luther King, Jr. Day
The Day Prior to or after Christmas Day	President's Day

C. **VACATION:**

Vacation time earned by twelve (12)month employees in the bargaining unit shall be granted as indicated in the following:

Those employed for less than twelve (12)months will not work during Thanksgiving, Christmas, and Spring Vacation in addition to receiving legal holidays.

1. During the first four (4) years of employment, each full time twelve (12)month classified employee shall accrue vacation at the rate of five sixths (5/6) of one day's vacation for each month worked. This grants the employee ten (10) working days' vacation each year during the first four (4) years.
2. Beginning with the fifth (5th) year of service with the District, the full-time twelve (12)month employee shall accrue vacation at the rate of one and one quarter (1 and ¼) days per month for each month worked. This will grant the employee fifteen (15) working days' vacation annually after the completion of their fifth (5) year of service.
3. Beginning with the eleventh (11th) year of service with the District, the full-time twelve (12)month employee shall accrue vacation at the rate of one and a half (1 and ½) days per month for each month worked. This will grant the employee eighteen (18) working days' vacation annually after the completion of their eleventh (11th) year of service.
4. Beginning with the fifteenth (15th) year of service with the District, the full-time twelve

(12)month employee shall accrue vacation at the rate of one and two thirds (1 and 2/3)days per month for each month worked. This will grant the employee twenty (20) working days' vacation annually after the completion of their fifteenth (15th) year of service.

5. Vacation time is to be computed from day of employment and shall become effective in the next fiscal year.
6. No more than two (2) weeks' vacation may be carried forward. Exceptions may be granted by the Superintendent in special cases.

D. Vacation Approval:

Each employee shall be required to obtain approval of the dates on which the employee desires to take vacation. Such approval shall be obtained from the supervisor. In case of irreconcilable disagreement between an employee and the Superintendent or designee, the employee and chapter representative may request a hearing before the Board whose collective decision shall resolve the issue.

Article 18 Workshops and Training Sessions

- A. In order to upgrade and update the performance of classified employees, the Board and the Association shall support the principle of continued training.

The Board shall pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, conferences, in service training sessions or other such sessions that a classified employee is required or requested to take by the administration.

B. Professional Growth Fund

1. Professional Growth Fund of six thousand dollars (\$6,000.00) may be used to provide an employee or group of employees with special training desired by the employee or group of employees when that training is determined to prove a benefit to the betterment of the performance of the duties of that classified employee or group of employees.
2. This fund shall be administered by a committee and approved by the Board in July of each school year. Members of the committee shall be: The Superintendent or their appointed representative, and four (4) classified employees to be appointed by the Association.
3. In the event that multiple training opportunities become available which exceed the six thousand dollars (\$6,000.00) Professional Growth Fund, the Board will consider a formal request for additional monies to meet such a contingency upon recommendation of the administering committee.

Article 19

Site Councils

In order to encourage the development and implementation of site based decision-making arrangements in the District, the parties agree as follows:

- A. To facilitate the activities of the Council, each Site Council shall receive two (2) one- half (1/2) days release time per classified council member to be used at the discretion of the Council.
- B.
 - 1. If any aspect of a proposed site-based decision making arrangement is contrary to the terms of the Collective Bargaining Agreement, said aspect will not be approved by the Site Council unless a signed waiver is obtained from the Association and/or OSEA Chapter 96 and the School Board. Said waiver must be in writing, and must specify the contractual provision waived, the nature and duration of the waiver, and the employees affected by the waiver. The waiver will be considered an addendum to the Collective Bargaining Agreement. Similarly, site-based decision must be consistent with the statute.
 - 2. Except to the extent waived pursuant to Section B.1 above, the Collective Bargaining Agreement will remain in full force and effect and have full application to the employees who are affected by the site based decision-making arrangement.

Article 20 Payroll Deductions

- A. The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs jointly approved by the Association and the Board.
- B. Payroll checks shall itemize all sources of pay and payroll deductions.

Article 21 Fingerprinting

- A. Newly hired employees shall submit to a criminal records history and fingerprinting check. The cost of the fingerprinting will be borne by the employee.
- B. If current employees, as a result of revisions to the statute, are required by statute to submit to a criminal records history fingerprinting check, the District shall bear all associated costs.

Article 22

Probation, Progressive Discipline, Suspension, Demotion, Dismissal

A. Probationary Period:

Classified employees will be placed on probationary status for a six (6) month period. They will be evaluated by their supervisor at three (3) months and six (6) months. At the end of a six (6) months probationary period (months worked), an employee will be designated regular or released from employment. An employee may be dismissed prior to the end of the probationary period if their work is unsatisfactory.

B. Upon placement after the probationary period and taking into account procedures outlined in subsection C and exceptions outlined in subsection E, employees in the bargaining unit may be dismissed, suspended or demoted for sufficient cause including, (Reference Article 10, subsection A) but not limited to, the following:

1. Inefficiency, or neglect of duty;
2. Unauthorized absence;
3. Any willful violation of a rule or regulation established by the School Board;
4. Conviction of a criminal act;
5. Conduct detrimental to the school District or its personnel;
6. Partaking of alcohol or other substances (illegal drugs) while on duty, and/or being under the influence of such substances while on duty;
7. Being adjudged guilty of a crime involving moral turpitude by a court of appropriate jurisdiction;
8. Use of abusive language to a student, patron, District employee, or School Board member;
9. Insubordination;
10. Tardiness;
11. Incompetence to perform the duties of his or her position;
12. Negligence in the care and handling of District property;
13. Sexual misconduct/boundary invasions;
14. Stealing.

C. Progressive Discipline Procedures:

If, in the opinion of the employee's supervisor, the services of an employee are unsatisfactory, the following procedures will be implemented:

1. The supervisor will conduct a conference with the employee informing the employee of the deficiencies; they will itemize in writing how the service can be improved; they will inform the employee that the necessary improvements must be made within a specified number of working days or that a recommendation will be made to the Superintendent for dismissal. The Superintendent of the District will be notified in writing of this pending action.
2. On the date specified to the employee at the initial meeting, the employee will be given written notice in a conference conducted by their supervisor as to the progress that had been required and a supervisor may grant additional time to make improvements. If the improvement is not satisfactory, a recommendation is submitted to the Superintendent for dismissal. If a satisfactory improvement has been made, a letter to the Superintendent stating this fact shall be written by the supervisor. The employee will be given a copy of the letter to the Superintendent with the statement that the employee has completed the supervisor's improvement plan.
3. If dismissal of the employee is recommended by the supervisor, the Superintendent will review this recommendation and notify the employee in writing of his decision. In the event the decision of the Superintendent is for dismissal, the employee may be terminated immediately.

D. Review:

The employee has the right to have the dismissal, or suspension or any demotion action reviewed by the School Board if a written request is filed with the Board within fifteen (15) days of the dismissal or demotion.

E. Immediate Suspension:

1. In the event the supervisor deems the employee's misconduct to be of a serious nature, the employee may be suspended immediately, with or without pay, from employment with the District until such charges are investigated, and a decision is made to continue or to discontinue the employment of that employee. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.
2. If the charges are upheld, the termination date shall be the date of suspension and the employee will be entitled to the rights provided in Article 21D.
3. Investigation and decision of charges for suspended employees will generally not exceed ten (10) days from time of suspension. The time period may be extended with pay at the discretion of the Human Resources Department.

Article 23

Evaluations

Performance of employees will be evaluated by a district supervisor on or before May 15. A record of the evaluation will be placed in the employee's personnel file.

Article 24 Compensation for Employees

A. Salaries

2023-2024

State School Fund	Cost of Living Increase	Insurance Increase
< 9.3-9.9 Billion Dollars	2%	\$35 (\$1,621.00)-
9.91-10.29 Billion Dollars	2%	\$45 (\$1,631.00)
10.3 Billion Dollars and Above	3%	\$55 (\$1,641.00)

2024-2025

State School Fund	Cost of Living Increase	Insurance Increase
< 9.3-9.9 Billion Dollars	TBD	\$35
9.91-10.29 Billion Dollars	TBD	\$45
10.3 Billion Dollars and Above	TBD	\$55

1. Anniversary date shall be July 1 for all employees.
 - a. Employees hired on or before January 15 of each year shall be eligible for a step increase.
 - b. Employees hired after January 15 shall be eligible for a step increase on July 1 of the following year.
2. Figures quoted on Appendix 1 are rates of pay per hour worked.
3. Newly hired employees will be placed on the appropriate step at the discretion of the Superintendent and approved by the Board.

B. Temporary Assignments

After three (3) consecutive days, an employee substituting for a higher paid position shall be compensated by receiving their usual salary plus the difference between their salary step and the equivalent step in the absent employee's range retroactively to the first day.

C. Hours of Work and Overtime

1. The regular work schedule for full-time employees will be forty (40) hours per week. Overtime shall be those hours worked in excess of forty (40) hours per week. Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work. The overtime rate shall be one and one-half (1 ½) times the employee's regular hourly rate, including paid holiday time and sick leave. Overtime will be computed to the nearest quarter (1/4) hour.
2. Additional hours are defined as hours worked per day in excess of the employee's normal work schedule, not exceeding forty (40) hours per week, i.e., hours worked during conferences, registration and other school events that require the employee to be present outside of their regular work hours. Additional hours shall be recorded as straight time. Additional hours accrued shall be taken as time off within the same week, if the employee's schedule allows without significant disruption to district operations. Otherwise, additional hours may either be paid in the next available pay period or recorded as compensatory time to be used as approved by the building administrator. Any compensatory time remaining at the end of the school year will be paid off in June.
3. All overtime or additional hours, compensatory or paid, must receive prior approval. Approval(s) are to be obtained first by the building administrator. After building level approval is received, the request is sent to the Assistant Superintendent of Business and Human Resources or designee for final approval. Overtime hours will be paid unless prior approval for compensatory time is given. All overtime hours that are accrued as compensatory will be recorded at one and one-half (1 ½) the actual time worked.
4. The maximum accrual of compensatory time will be eighty (80) hours. Hours worked in excess of that will be paid monthly at the appropriate rate. Upon retirement or termination, payment of accrued compensatory time will be paid at the employee's average rate within the current school year or the current rate, whichever is higher. Any accrued balances remaining at the end of the year will be paid off in June.
5. Call Back Time: Employees called back to work shall receive a guaranteed minimum of two (2) hours' pay for call back work. This provision does not apply to scheduled overtime, call-in times added to the beginning of the work shift or workday nor to holdover times added to the end of the work shift or workday.

D. Adverse Weather

1. **School Closure:** Attendance of classified employees shall not be required when student attendance is not required due to emergency closure for adverse weather. If the Board requires students to make up days lost due to adverse weather, then all classified employees shall be required to fulfill their regular duties on those days without additional compensation. Identified (essential) employees may be called in to ensure school safety. They will be paid a minimum of two (2) additional hours or actual time worked, whichever is greater. Employees will be compensated at one and one-half (1 and ½) the employees' hourly rate. The employee can choose to be compensated with flextime (within the same week), or with comp-time, or with additional compensation on the following month's payroll. Approval from the supervisor is required. In addition, the supervisor must approve the method of compensation. If the school closure lasts more than fourteen (14) days, the association and the district will meet to discuss options to ensure fiscal responsibility.

Each School/building will identify essential positions that are needed to ensure school safety.

2. **School Delay:** When inclement weather requires a late start for students, employees are expected to report to work as soon as it is deemed safe to do so.

E. Rest Period/Lunch Break

1. Each employee shall receive a fifteen (15) minute rest period during each four (4) hour work period or a major part thereof. The rest period is to be taken approximately midway in the work period. Such breaks are to be scheduled by the employee's supervisor.
2. Each employee who has worked no longer than five (5) hours and one (1) minute shall receive an uninterrupted, unpaid meal period of at least one half (1/2) hour. The meal period will be scheduled as near the mid shift as possible. If an employee is required to perform any work during the meal period, such time will be paid.

F. Mileage

With prior approval, employees will be paid the prevailing I.R.S. mileage rate per mile for the use of personal vehicles for school business. This is to be effective with the next pay period immediately following the date of the I.R.S. rate change and it is not retroactive.

G. Meals and Lodging

With prior approval, meals and lodging when required to perform designated duties will be paid by the District under the following rates with appropriate receipts: Hotel (ninety dollars (\$90)/night); Meals (breakfast: ten dollars (\$10.00); lunch twelve dollars and fifty cents (\$12.50); and dinner: fifteen dollars (\$15.00). Banquet fees will be paid by the District. Exceptions may be made to the stipulated amounts with prior approval of the Superintendent.

H. Longevity

Beginning with the fifth (5-) year of continuous service with the District, all eligible employees will receive a longevity stipend. This stipend will be an additional fifty dollars (\$50.00) per month for those employees who work six (6) or more hours per day and an additional twenty-five dollars (\$25.00) per month for those employees who work four (4) or more hours per day.

Beginning with the tenth (10th) year of continuous service with the District, all eligible employees will receive a longevity stipend. This stipend will be eight percent (8%) of the 2023-2024 district insurance cap for those employees who work six (6) or more hours per day and four percent (4%) of the 2023-2024 district insurance cap for those employees who work four (4) or more hours per day. In each subsequent contract year this stipend will be eight percent (8%) of the District insurance cap for those employees who work six (6) or more hours per day and four percent (4%) of the District insurance cap for those employees who work four (4) or more hours per day. If the insurance cap decreases, the stipend amount will remain the same as the year prior.

Beginning with the fifteenth (15th) year of continuous service in the District, all eligible employees will receive a longevity stipend. This stipend will be eleven percent (11%) of the 2023-2024 district insurance cap for those employees who work six (6) or more hours per day and five and a half percent (5.5%) of the 2023-2024 district insurance cap for those employees who work four (4) or more hours per day. In each subsequent contract year this stipend will be eleven percent (11%) of the District insurance cap for those employees who work six (6) or more hours per day and five and a half percent (5.5%) of the District insurance cap for those employees who work four (4) or more hours per day. If the insurance cap decreases, the stipend amount will remain the same as the year prior.

Beginning with the twentieth (20th) year of continuous service in the District, all eligible employees will receive a longevity stipend. This stipend will be thirteen percent (13%) of the 2023-2024 district insurance cap for those employees who work six (6) or more hours per day and six and a half percent (6.5%) of the 2023-2024 district insurance cap for those employees who work four (4) or more hours per day. In each subsequent contract year this stipend will be thirteen percent (13%) of the District insurance cap for those employees who work six (6) or more hours per day and six and a half percent (6.5%) of the District insurance cap for those employees who work four (4) or more hours per day. If the insurance cap decreases, the stipend amount will remain the same as the year prior.

1. 2023-2024 Monthly Longevity (6+ hours per day)

State School Fund	District Insurance Cap	5th year	10th year (8% of cap)	15th year (11% of cap)	20th year (13% of cap)
< 9.3-9.9 Billion Dollars	\$ 1,621	\$ 50	\$ 130	\$ 178	\$ 211
9.91-10.29 Billion Dollars	\$ 1,631	\$ 50	\$ 130	\$ 179	\$ 212
10.3 Billion Dollars and Above	\$ 1,641	\$ 50	\$ 131	\$ 181	\$ 213

I. Reclassifications

The Code Level Committee, comprised of at least one District administrator, one Association member, and one school board member who will address salary placement issues when a new position is created and/or when significant changes in job responsibilities of an existing position effectively creates a new position.

J. Related Services

Periodically, Instructional Assistants and/or other classified staff are asked to provide certain related services to students that are beyond those services typically expected of any classified employee. These tasks may include diapering, regular toileting duties requiring contact with bodily fluids, regular injections, tube feeding, catheterization, drawing of blood, working in a COVID isolation area with students, and any tasks that an unlicensed individual other than family members may not perform without authorization, training and supervision by a registered nurse.

If a registered nurse determines that the health care needs of a particular individual would best be served by such delegation, then an unlicensed person(s) (classified employee) can be trained by the nurse to perform the treatment, but only for the specific patient on whom the training was conducted, and only according to a specific protocol or checklist for the patient being treated.

When a classified employee is required to perform the tasks listed above or other services that require protocol and training by a registered nurse, they will receive three dollars (\$3) per hour extra for the specific time that they are actually involved in the process, with a minimum of two (2) hours per day. The employee will keep track of the time and will submit it with their regular time sheet.

K. Extra Duty Compensatory Pay

Classified employees may apply for extra duty assignments offered by the District such as coaching, extracurricular activities and activity leader positions. If selected for an assignment, the following conditions will apply:

1. The compensation for the extra duty assignment will be equivalent to that established in the current Phoenix Talent certified bargaining agreement.
2. Hours spent on the extra duty assignment shall not count towards established overtime eligibility for the employee.
3. The existing rates of pay for an extra duty assignment will be paid in the form of a stipend.
4. The District will accommodate the scheduling of these activities for the employee without loss of pay. This does not apply to practice days but will apply to game or event days that affect the staff member's normal workday. Paid time away from their regular job assignments working as a district coach on game or event days shall be entered as Athletic Leave in the absence management system.
5. Classified employees provide extra duty assignment services entirely on a voluntary basis, and both the District and the employee may terminate such services at the end of the contracted period or upon agreement.

6. Each staff member receiving extra-curricular pay for a seasonal assignment shall have the option of receiving their pay in a lump sum the first payday after the end of the season or divide it into three (3) equal amounts during the assignment period and made part of the regular payment schedule.
 - a. If a season or assignment is **cancelled after** it has begun, (the beginning of each season will follow the official, published OSAA calendar), staff members shall receive per diem based on the number of days worked each month. However, at a minimum, staff will be paid at least ten percent (10%) of their stipend.
 - b. If a season or assignment is **cancelled before** it has begun, staff members will not receive extra-curricular pay and will not be expected to complete any work for that extra-curricular activity.
7. The Administration will inform the OSEA Chapter President of any changes to the certified CBA Extra Duty Compensation article.
8. All new or open extra duty position postings will be sent to all district staff.
9. Each staff member receiving an extra-curricular stipend for a non-athletic assignment, lasting the whole academic year, will receive twelve (12) equal payments.

Article 25

Insurance Benefits

- A. The Board shall provide each classified employee with insurance benefits according to the following schedule for each month of the year. Insurance benefits refer to four (4) hour, six (6) hour, and eight (8) hour employees. These references refer to point five (.50), point (seven-five) .75, and one (1.0) FTE (measured in a forty (40) hour week) as it applies to insurance benefits.
- B. If an employee normally works more than six (6) hours per day and at least nine (9) months per year, insurance benefits are to include the following:
 1. Family major medical;
 2. Family dental;
 3. Family vision;
 4. Employee long term disability.

The amount shall be fully paid up to the insurance cap.

If an employee works four (4) to six (6) hours per day and at least nine (9) months per year, insurance benefits are to include the following:

1. Family major medical;
2. Family dental;
3. Family vision (same as A.3 above).

The amount shall be paid at eighty percent (80%) of the full-time insurance cap.

Less than four (4) hour employees are not eligible for employer paid insurance package.

C.

2023-2024

State School Fund	Cost of Living Increase	Insurance Increase
< 9.3-9.9 Billion Dollars	2%	\$35 (\$1,621.00)-
9.91-10.29 Billion Dollars	2%	\$45 (\$1,631.00)
10.3 Billion Dollars and Above	3%	\$55 (\$1,641.00)

2024-2025

State School Fund	Cost of Living Increase	Insurance Increase
< 9.3-9.9 Billion Dollars	TBD	\$35
9.91-10.29 Billion Dollars	TBD	\$45
10.3 Billion Dollars and Above	TBD	\$55

The employee shall pay the difference between the District’s contribution and the total cost of the primary medical, dental and vision insurance premiums. If actual premiums are less than the cap, it is agreed the District contribution shall be lesser of the actual premium or the cap.

Once enrolled, employees by monthly payroll deduction will pay the premium necessary to provide any other offered and selected supplemental insurance.

- D. The District agrees to approve a Section 125 program based on what employees are contributing out of pocket for insurance.
- E. The District will pay for and provide each classified employee with a group life insurance policy of twenty-five thousand dollars (\$25,000).
- F. So long as the insurance carrier allows for up to twenty-five percent (25%) of the total number of eligible bargaining unit employees with other medical coverage and up to twenty-five percent (25%) of the remaining eligible members, with or without coverage, to opt out of participation when doing so could be considered to be beneficial to both employees and the District, then;
 - 1. Employees may elect to opt out of District provided medical coverage so long as the total number does not exceed a twenty percent (20%) maximum stipulated by the District and as per the parameters established by the insurance carrier;

2. Employees who opt out due to other coverage shall provide proof of insurance;
3. Employees will be selected to meet a twenty percent (20%) District maximum in each category (other coverage and non-coverage) based upon seniority with the District; and
4. Employees who have elected to opt out of the District provided medical coverage will be eligible to re-enroll during an established "Open Enrollment Period" to be conducted each calendar year in the month of September or immediately if "other coverage" is terminated. Application for re-enrollment must be submitted within thirty-one (31) days of loss of coverage. If allowed by the current District insurance carrier, coverage by the current District insurance carrier will be retroactive to date of loss of coverage by former provider.

Article 26 Funding

- A. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures.

The District agrees to include in its initial budget request amounts sufficient to fund the compensation provided by this Agreement.

- B. In the event of major unanticipated revenue shortfall, as determined by the Board, salaries and related economic items agreed to herein shall not be reduced without renegotiations between the Association and the District. The District shall give notice of its intention to renegotiate said provisions. A minimum of three (3) days shall be deemed sufficient notice prior to reopening negotiations. Upon restoration of funds, retroactive pay under these negotiations shall be payable at the next pay period.
- C. If the District closes its schools because of lack of funds, the District will maintain the current classified employees needed for the maintenance and safe operating conditions during the shutdown.

Article 27 Savings Clause

If any provision of this Agreement is held to be invalid by operation of law, declaration of a court or by any 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, and upon written 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 provision.

Article 28 Retirement

The District shall pick up the employee's contribution to PERS and will, therefore, be responsible for the

total PERS contribution. This section shall not be modified during the life of this Agreement. For the purposes of this Article, full time means eight (8) hours per day, forty (40) hours per week.

Retirement Incentive

Employees who have worked for the District for a minimum of twelve (12) years and who are within three (3) years of their indicated retirement date will receive an additional five percent (5%) on their respective salary or hourly rate for the three (3) consecutive years prior to retirement. This one-time compensation of five percent (5%) ends after the third (3rd) year.

Early Retirement

Full time District employees hired prior to July 1, 2003, and who have completed twenty (20) years of continuous service with the District will receive the same paid medical coverage that current employees are receiving upon retirement from the District. The cost of the District paid coverage will not exceed the insurance cap of the current employees.

Any employee hired prior to July 1, 2003, who does not choose to receive insurance benefits as outlined above, may elect to receive compensation in lieu of insurance benefits in the amount of one hundred dollars (\$100.00) per month.

The maximum participation allowed for either the insurance, or compensation in lieu of the insurance benefit in the amount of one hundred dollars (\$100.00) per month, is eight (8) years or until the retiree is eligible for Medicare benefits, whichever comes first.

Employees hired after June 30, 2003, are not eligible for the Early Retirement benefits of this provision.

Article 29 Labor/Management Committee

The parties agree to Labor Management meetings, minimum of two (2) per school year, with the intent of addressing employee/employer issues as they relate to the collective bargaining agreement. Additional labor management committee meetings may be requested by either party as needed.

Article 30
Term of Agreement

- A. This Agreement shall be effective as of July 1, 2023, shall be binding upon the Board, the OSEA Chapter #96 and its members and shall remain in full force and effect through June 30, 2025.
- B. In spring of 2024 the parties will reopen this agreement for negotiation of compensation for contract year 2024-2025.

In witness whereof the Association has caused this Agreement to be signed by its Chapter #96 Representative, and the Board has caused this Agreement to be signed by its Chairperson and Superintendent.

**PHOENIX TALENT OSEA,
CHAPTER #96**

**JACKSON COUNTY SCHOOL
DISTRICT #4**



Chapter #96 Representative




Board Chairperson

7/19/23
Date

7/20/23
Date



OSEA Field Representative



Superintendent

7-27-23
Date

7/20/23
Date

****2024-25 Pay scale will be added once the certified bargaining has been completed.

	2023-2024 Salary Schedule									
POSITION	RANGE	1	2	3	4	5	6	7	8	9
Playground Asst-TMS	A	\$14.97	\$15.39	\$15.87	\$16.43	\$17.05	\$17.72	\$18.21	\$18.71	\$19.22
Custodian-Day	C	\$16.63	\$17.04	\$17.49	\$17.94	\$18.39	\$18.87	\$19.39	\$19.92	\$20.47
Custodian-Night	C.1	\$16.74	\$17.17	\$17.61	\$18.05	\$18.52	\$19.00	\$19.52	\$20.05	\$20.61
Clerk Typist II										
Interpreter	D	\$16.59	\$17.07	\$17.68	\$18.21	\$18.82	\$19.59	\$20.13	\$20.69	\$21.26
Media Assistant										
Attendance Clerk	E	\$16.92	\$17.56	\$18.01	\$18.56	\$19.14	\$19.95	\$20.50	\$21.06	\$21.64
Band Assistant										
Registrar										
Student Services Clerk	F	\$17.27	\$17.79	\$18.32	\$18.86	\$19.46	\$20.33	\$20.88	\$21.46	\$22.05
Secretary I										
Lead Custodian I - Elementary	G	\$17.73	\$18.19	\$18.66	\$19.14	\$19.66	\$20.17	\$20.72	\$21.29	\$21.88
Lead Custodian I - PHS Night	G.1	\$17.84	\$18.30	\$18.78	\$19.26	\$19.77	\$20.27	\$20.83	\$21.40	\$21.99
Lead Cust. II - Secondary Day Lead	G.2	\$18.32	\$18.80	\$19.29	\$19.80	\$20.32	\$20.86	\$21.43	\$22.02	\$22.62
Instructional Assistant										
Bookkeeper	H	\$17.72	\$18.18	\$18.73	\$19.29	\$19.86	\$20.70	\$21.27	\$21.85	\$22.45
Media Manager	H.1	\$17.85	\$18.31	\$18.84	\$19.40	\$19.98	\$20.85	\$21.42	\$22.01	\$22.61
Bilingual Inst Assistant										
Campus Engagement Liaison										
Special Ed Inst Assistant	I	\$18.77	\$19.27	\$19.74	\$20.34	\$20.94	\$21.87	\$22.47	\$23.09	\$23.73
Support Center Inst. Asst.										
Translator										
Del/Fixed Assets	J	\$19.11	\$19.61	\$20.12	\$20.70	\$21.32	\$22.22	\$22.83	\$23.45	\$24.09
Office Manager										
PHS Registrar										
Transition Specialist										
Spec Program Secretary	K	\$19.46	\$19.95	\$20.54	\$21.06	\$21.68	\$22.59	\$23.22	\$23.86	\$24.51
Bilingual Parent Liaison										
Bilingual Student Support										
College Advisor										
Groundskeeper	L	\$20.19	\$20.70	\$21.17	\$21.81	\$22.44	\$23.39	\$24.03	\$24.69	\$25.38
	L.1	\$20.36	\$20.89	\$21.44	\$22.02	\$22.61	\$23.20	\$23.84	\$24.50	\$25.17
Accounts Payable Clerk										
Lead Groundskeeper	M	\$20.48	\$21.18	\$21.95	\$22.70	\$23.53	\$24.35	\$25.01	\$25.70	\$26.41
Speech Language Pathology Asst.										
Computer Specialist I	N	\$21.45	\$22.04	\$22.60	\$23.22	\$23.88	\$24.48	\$25.15	\$25.85	\$26.56
Maintenance	O	\$21.19	\$21.68	\$22.55	\$23.51	\$24.33	\$25.23	\$25.93	\$26.64	\$27.38
Electrician/Maint.	Q	\$21.41	\$21.87	\$22.82	\$23.70	\$24.58	\$25.53	\$26.23	\$26.96	\$27.70
Attendance Specialist										
Behavior Facilitator/Campus Monitor (TMS)										
Child Develop. Specialist										
Lead Maintenance Worker	R	\$22.51	\$23.31	\$24.12	\$25.02	\$25.89	\$26.82	\$27.55	\$28.32	\$29.09
Graduation Coach - TMS										
Student Success Coach - TMS										
Student Manager										
Computer Specialist II										
Speech Language Pathology Asst.										
CTE Specialist	S	\$23.17	\$23.79	\$24.47	\$25.11	\$25.76	\$26.48	\$27.20	\$27.96	\$28.72
Graduation Coach - PHS										
Admin. Asst. to Community Care										
Restorative Justice Specialist										
Electrician/HVAC	T	\$22.98	\$23.57	\$24.36	\$25.42	\$26.46	\$27.46	\$28.21	\$28.99	\$29.78
Computer Tech III - Integration Spec.										
Information Specialist	U	\$24.32	\$24.98	\$25.65	\$26.36	\$27.05	\$27.82	\$28.58	\$29.37	\$30.17