

**CONTRACT AGREEMENT
2022-23 through 2024-2025**

Between

**OREGON SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 171**



And

**YAMHILL CARLTON SCHOOL
DISTRICT NO. 1
YAMHILL COUNTY, OREGON**



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ARTICLE 1 - Recognition

- 1.1 The District recognizes the Association as the sole and exclusive collective bargaining representative for all employees who work in all regular full and part-time classified positions. Supervisors, confidential employees and substitute employees are excluded from the bargaining unit.
- 1.2 There shall be two signed copies of the final agreement for the purpose of records. One shall be retained by the District and one by the Association. Within one month of ratification of this agreement by both parties, the Board agrees to post the new Classified Collective Bargaining Agreement on the District Website.
- 1.3 A substitute employee shall be defined as a person who replaces a regular employee for a period not to exceed 120 calendar days. If it becomes necessary for a substitute position to exceed 120 calendar days, or at the time it is apparent that the assignment will exceed 120 calendar days, the position shall become a temporary position.
- 1.4 A temporary employee shall be defined as a person hired for a grant-funded position, seasonal work or the extended absence of a regular employee for a period in excess of 120 calendar days and not more than one (1) year. The temporary employee shall become a member of the bargaining unit and shall have all the privileges and benefits of membership except layoff and recall rights. Temporary employees do not accrue seniority; however, when a temporary employee is hired into a regular position where there is not a break in employment, time spent as a temporary employee shall be credited toward seniority. An Instructional Assistant working on a Conditional Contract with Yamhill Carlton School District is considered a temporary employee for purposes of contract language. These contracts exist to allow the District to employ staff members to work with students who have a medical or behavioral need for a one on one assistant. Contracts are renewed on a yearly basis and employment may be terminated any time the student withdraws from school or moves to another district. Conditional employees whose contracts are renewed shall receive annual step increases.
- 1.5 The rate of pay for a substitute or temporary employee will be at least the lowest step of the classification for which the substitute or temporary employee is hired.

ARTICLE 2 - Dues Deduction

- 2.1 The District agrees to deduct from the wages of each Association member the dues of the Association. Authorization shall be in writing by each employee on the form provided by the Association.
The Association agrees to hold the District harmless against any and all claims, suits and judgments brought against the District as a result of the provision of this article.
- 2.2 The District agrees to transmit the dues deducted with a check-off list to the state office of the Oregon School Employees Association by the 15th of the month following payroll deduction.

ARTICLE 3 - Successor Agreement

- 3.1 This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Notice of intent to negotiate a successor agreement shall be given to the District by February 1, 2025.

ARTICLE 4 - Association Rights

- 4.1 The local Association or the committees of the local Association may, when not in regular or scheduled use, and with the permission of the Superintendent or Principal be allowed facilities in which to meet.
The Association may be allowed use of such office equipment when needed to provide duplication material to the members. All supplies must be paid for by the Association and clearance to use the equipment must be given to the Superintendent or Principal.
- 4.2 The District will provide each employee in the bargaining unit an accounting of the employee's accumulation of sick leave prior to October 31st of each school year.
- 4.3 The District shall provide the Chapter President and classified@osea.org 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. Contact information including:
 1. Cellular, home and work telephone numbers;
 2. Personal and work electronic mail addresses; and
 3. Home or personal mailing address; and
 - c. Employment information including the employee's job title, wage rate, and worksite location.
- The District will provide this information within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.
- 4.4 Designated union representatives shall be provided an opportunity to meet with newly hired employees for up to 60 minutes, without any loss of pay. Both the new employees and the designated representative will coordinate with their immediate supervisors to identify an appropriate time to meet.
- 4.5 The employer will provide each newly hired employee with a copy of the current collective bargaining agreement.

ARTICLE 5 – District Rights

- 5.1 It is recognized that the Board of Directors has, and will continue to retain, the rights and responsibilities to operate and manage the school system and its programs, facilities and educational activities of its employees.
- 5.2 Without limiting the generality of the foregoing 5.1, it is expressly recognized that the Board's operational and managerial rights include:
- The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close facilities;
 - The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
 - The determination of the management, supervisory, or administrative organization of each school or facility in the system, and the decisions to promote the employees to supervisory, management or administrative positions;
 - The maintenance of discipline, control and use of the school system, property and facilities;

- The determination of the safety, health and property protection measures where legal responsibility of the Board or another governmental agency is involved;
 - 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 this Agreement;
 - The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge, discipline or transfer employees;
 - The creation, combination, modification or elimination of any classified position;
 - The determination of the size of the work force, the allocation and assignment of work to employees, the establishment of quality standards and evaluation of employee performance.
- 5.3 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 retains all functions and rights to act not specifically nullified by this agreement.

ARTICLE 6 – Personnel Records

- 6.1 The personnel records of any employee in the bargaining unit shall be maintained in the District's personnel office. Such personnel records shall not contain any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material. An employee shall have the right to attach a written statement of explanation to any material. If the employee refuses to sign or initial such statements, then the supervisor or administrator, and a witness will then sign the statement which then is placed into the employee's file.
- 6.2 The District agrees that it is an employee's right under law to inspect his or her personnel file.
- 6.3 Material placed in the personnel records of an employee without conformity with the provision of this agreement will not be used by the Board in any subsequent evaluation or disciplinary procedure involving the employee.

ARTICLE 7 - Compensation

- 7.1 Wages for classified employees shall be the same as indicated on the attached Wage Schedules.
- 7.2 Pay day shall be the 15th day of each month. When the 15th falls on a weekend the pay day will be the Friday preceding. Monthly contract payments shall be paid as stated below:
- | | |
|--|---|
| 257+ Contract Day Employees plus
Grandfathered in employees - | Twelve equal payments, July to June. |
| 203 – 245 Contract Day Employees – | Twelve equal payments, August to June with two checks received in June, one on the regular pay day of the 15 th and one on the last business day in June. |
| 182- 202 Contract Day Employees – | Twelve equal payments, September to August with three checks received in June, one on the regular pay day of the 15 th and two on the last business day in June. |

- 7.3 Physical examination and hepatitis B shots that are mandated by the District for each employee will be paid for by the District.
- 7.4 Costs associated with fingerprinting and/or background checks for District employees who move from one position to another within the District will be paid by the District if they are required. Costs for fingerprinting and/or background checks for new classified employees will be paid by the employee. All drug, alcohol or other tests, including pre-employment screenings, required by the District will be paid for by the District.
- 7.5 An employee who substitutes for an absent employee will move up to the wage level of the absent employee but will remain on their current step provided:
1. The rate of pay of the absent employee is higher; and
 2. The time substituted totals at least one full day of that position's time.
- If a classified employee substitutes for a certified employee, they shall receive their regular rate of pay as well as the difference between their regular pay and the hourly / daily certified substitute rate.
- 7.6 Any employee who performs supervision at school functions as authorized by the principal shall be compensated at the same rate of pay per hour as defined in the current certified contract.
- 7.7 When committees are formed requiring substantial time commitments, the Administration in consultation with the Association shall review the committees' objectives, timelines, and whether or not the committee shall be voluntary or compensated at the extra duty rate. Committees requiring substantial time commitments shall be compensated at the extra duty rate as defined in the certified contract. The definition of a substantial time commitment shall be committee assignments, which meet the following criteria:
1. Meeting times are consistently outside the normal working hours,
 2. Release time is not provided,
 3. The committee meets for an extended period of time.
- 7.8 Upon retirement an employee will be paid the following lump sum amounts based upon the number of full time equivalent years of service accumulated in the District:
- 10-14 years: \$500 15-19 years: \$1000 20 or more years: \$1500
- 7.9 In the event of the absence of a certified staff member who supervises IA's the District will ensure a certified person is assigned to cover for the absent staff member.
- 7.10 Employees who are eligible for step advancement will make such movement on July 1st of each year covered by this agreement. An employee shall work at least 70% of the contract's days for that position in any given year to qualify for the step/year advancement. There will be no Step movement in the 2022 -2023 year.
- 7.11 Final pay for employees who terminate prior to completion of their individual contract year will be based on the number of days actually worked multiplied by the number of hours worked each day multiplied by the appropriate hourly rate of pay. The total dollars already paid to date will be deducted and the balance will be paid upon separation of employment.
- 7.12 Classified employees who have completed step range 16-20 and therefore not eligible for additional steps will be given a \$250 career recognition payment for each year over the next five (5) years. At the sixth year, the employee will be given a \$500 career employee recognition payment and each year thereafter. Career employee recognition payment will

be given in a lump sum in June. There will be no proration if employment has ended before June.

ARTICLE 8 - School Closures

- 8.1 The following guidelines are to be used in cases where school is canceled or delayed due to inclement weather or other emergencies:

If school is delayed:

In the event of a late start, all employees report to work at their regular times, if it is safe to do so. If an employee is unable to report at the regular time, they are to report before the students arrive. Employees must notify their building Administrator if they are going to be delayed arriving to school. The Building Administrator will be responsible for making arrangements for making up any missed time.

If an employee is delayed beyond the student arrival time or cannot make it to work at all because of road conditions the employee must call their building level secretary to report the absence in the substitute management system as Unpaid, Vacation, or Personal leave.

If school is closed:

Instructional Assistants, All Secretaries, and Food Service Workers:

Do not report to work and do not call the substitute management system to report an absence as the day may be rescheduled later in the school year if we are closed for more than the two days the state allows us.

Custodial / Maintenance / Grounds, and Maintenance Workers: Must report to work at the regular time, if not able to make it to work they must call the Facilities Director. If unable to come in on more than two snow days (the amount allowed by the State without make-up days) leave will need to be used to cover any additional absences. Employees who are required to work will be granted comp time for the hours worked.

Custodian I: Do not report to work unless the Facilities Director calls you to come in.

If an employee had already submitted a paid leave request for a day when schools end up being closed, their leave will be returned to them.

If a closure affects an individual school or department, employees will be paid their regular rate and hours when instructed to report. If an employee has already reported to work prior to notification of the closure, they will be paid their regular rate and remaining hours for the duration of the closure. The District retains the right to reassign staff to a different site.

- 8.2 For school closure other than inclement weather, employees will be paid for a regular day if school is closed after they have worked at least half of their regular workday and are sent home early. If school is closed after they have arrived at work but before they have worked

half a day, they will be paid for half a day. Those who do not come in for any work time will not be compensated. In emergency/safety situations, the District may require specified employees to work.

Any time loss experienced by an employee due to school closure, for purposes other than inclement weather, may be made up at a time mutually agreeable by the District and the employee, except when the District extends the school year to make up the time.

ARTICLE 9 - Hours of Work

- 9.1 Each employee will have a break not to exceed 15 minutes for every 4 hours of work. An employee working more than 5 hours per day shall have in addition to the break, ½ hour unpaid, uninterrupted lunch break. An employee working more than 7 hours per day shall have an additional 15-minute break. Breaks are not accumulative.
- 9.2 The workweek shall be Sunday through Saturday.
- 9.3 An employee called back to work or called into work on a scheduled day off shall be guaranteed a minimum of 2 hours at the rate of time and a half of that employee's rate of pay.
- 9.4 An employee in the bargaining unit shall not be required to work in addition to 40 hours per week without compensation of time and a half of that employee's rate of pay or the time and a half equivalent in compensatory time off.
 - 1. The District will have the option of using part-time employees for work beyond 40 hours a week.
 - 2. Any overtime worked must have prior approval of the supervisor for the specific overtime hours to be worked.
 - 3. An employee who is asked to work overtime shall be allowed to choose between receiving overtime pay or compensatory time until June 1st. All comp time needs to be used by June 30th of the fiscal year it was earned in and any overtime will be paid as wages. Unused comp time at the end of June will be paid out at the regular rate. If an employee does not indicate a preference, they will be paid at the overtime rate.

ARTICLE 10 - Holidays

- 10.1 The following will be paid holidays for classified employees who are schedule to work 257+ days a year: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, December 24th and December 25th.

All other employees in the Association will be paid for the following 5 holidays: Labor Day, Veteran's Day, Thanksgiving Day, President's Day and Memorial Day. Employees, who work the scheduled workday before and after July 4th as part of their regular contracted schedule, will also receive Independence Day as a paid holiday. Juneteenth will be a non-contract day for all Classified Employees.
- 10.2 When a holiday falls on a Saturday the preceding Friday will be the holiday. When a holiday falls on Sunday the following Monday will be the holiday.
- 10.3 An employee will be compensated for the holiday as though he/she worked their regular schedule for the day. An employee who is required by the administration to work on any of the above named holidays shall receive the overtime rate for all hours worked in addition

to his/her regular holiday pay. The employee may choose to receive overtime pay or compensatory time.

ARTICLE 11 - Vacations

- 11.1 All employees who work at least 257 days per year shall be entitled to two weeks of paid vacation annually. No vacation shall be used in the first six months of employment with the District. An employee shall be granted one (1) additional week of vacation for service beyond five (5) years, and one (1) additional week of vacation after fifteen (15) years of District employment. Vacation leave shall be credited to the employee at the beginning of each fiscal year. The maximum vacation period shall be four (4) weeks. An employee may be allowed to carry over five (5) days of vacation from one year to the next. Vacations shall be scheduled and approved by the supervisor, who will make reasonable effort to accommodate all requests.

Vacation requests longer than 3 days shall be submitted at least 10 working days in advance and all other vacation leave requests will only require 3 days notice.

ARTICLE 12 – Paid Leave

- 12.1 Sick leave is defined as absence from duty because of an employee's illness or injury. The District will allow each employee in the Association ten (10) days sick leave per school year or one (1) day per month employed, whichever is greater, in accordance with ORS 332.507. Sick leave shall be credited to the employee's account at the beginning of the fiscal year, and use of the leave shall be prorated based on the hours worked. Employees hired after the start of the fiscal year will receive sick leave at the rate of one (1) day per month employed for the first year, prorated on hours worked. The sick leave will be front loaded upon hire.

The District will comply with the Oregon Family Leave Act (OFLA) and the Family Medical Leave Act (FMLA). When applicable, accrued sick leave will run concurrently with leave taken in accordance with these laws. The district will allow classified employees to use accumulated paid sick leave for any approved FMLA or OFLA leave.

Paid sick leave may be used to care for members of the employee's immediate family who are ill. Immediate family members are defined as the employee's spouse, same-gender domestic partner, biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent, grandparent, grandchild, and any individual with whom an employee has or had an in loco parentis relationship. Persons "in loco parentis" are those with day-to-day responsibilities to care for or financially support a child, or who had such responsibility for the employee when the employee was a child.

Upon separation, used but unearned sick leave will be reversed, which may incur an unpaid adjustment on the last paycheck.

- 12.2 For the purposes of determining and computing times for leaves of absence, a day of leave shall be the amount of time in an employee's regular day or work. All leave shall be taken in 15-minute increments.

- 12.3 Bereavement leave with full pay will be granted for each death in the immediate family during the school year according to the following schedule:

- a. Death of a spouse – 2 weeks or 10 working days, whichever is less,

- b. Death of a mother, father, son or daughter – 1 week or 5 working days.
- c. Death of a brother, sister, grandparent or grandchild – 3 working days.
- d. Death of a mother-in-law or father-in-law – 2 working days.
- e. Death of an aunt, uncle, brother-in-law or sister-in-law – 1 working day.
- f. Death of a friend – 1 working day.

* Each day must be taken in increments of at least one-half of that person's scheduled day.

E & F are limited to 3 days per year.

The District will comply with FMLA/OFLA laws applicable to bereavement leave.

- 12.4 Three (3) days paid leave will be granted for personal, legal, or family business that the employee is unable to attend to after regular school hours. Personal leave is subject to prior approval by the administration and requests for such leave must be made in writing at least three school days in advance. Employees eligible for vacation days must use all vacation days before they use personal days.

Such days may not be used for extending the following school holiday breaks; Labor Day, Thanksgiving Break, Winter Break, Spring Break or Memorial Day. At the discretion of the Superintendent, exceptions may be granted.

Classified employees who do not use their personal leave days will be paid out at their regular hourly rate for their personal leave balance remaining at the end of each fiscal year.

- 12.5 Two (2) days paid professional leave will be granted for attending conferences, workshops or in-service activities. Professional leave is subject to approval by the administration and requests for such leave must be made in writing at least three (3) school days in advance.

- 12.6 An employee on maternity leave will be allowed to use accumulated sick leave for that portion of the leave for which his/her doctor certifies that he/she was physically disabled and unable to perform her duties due to pregnancy or childbearing.

- 12.7 An employee shall be granted leave with pay for service upon a jury, provided that upon being excused from jury service during any day, the employee shall return to complete his/her assignment for the remainder of the employee's regular work day. A return to work shall not be required if, upon release from jury duty, there is less than two hours remaining in the employee's shift. Swing shift employees shall be released with pay to serve and will not be required to attend work on the day of active jury duty.

Example: the employee's regular workday is eight (8) hours. He/she serves four (4) hours on jury duty, so he/she would be required to work the remaining four (4) hours at school that day. Each employee will ask for payment for time; any payment for such service, other than mileage, will be turned over to the District by the employee.

- 12.8 Each Classified staff member will be allowed to contribute up to sixteen (16) hours of his or her own accrued sick leave days per year to any other classified employee. The receiving employee must have exhausted all of his or her own paid leave before receiving contributed sick leave from a classified employee and may not receive more than forty (40) total donated sick leave hours in one school year.

ARTICLE 13 - Unpaid Leave

- 13.1 With Board approval the District will grant leaves of absence without pay for up to one year. Superintendent can approve an unpaid leave of absence up to 3 months.

- 13.2 An employee on Board approved leave without pay shall be returned to a position in their classification at the end of the leave.

- 13.3 The District will comply with Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA) specifically in relation to allowing employees who have exhausted their paid leave to use unpaid leave until FMLA and/or OFLA protected time is exhausted. After the leave is exhausted and if an extended leave is approved, employees will be able to maintain their group medical coverage at their own cost subject to COBRA laws and restrictions.
- 13.4 Employees who have exhausted their sick leave and do not qualify for FMLA or OFLA leave due to their length of service or FTE shall be allowed leave without pay until the condition that placed them on sick leave is remedied or for a period not exceeding one year, whichever is less. The employee must provide the District with a written statement and documentation from their treating physician. The documentation must state when the employee is expected to return to work.
- 13.5 If an employee has expended their personal leave, two (2) days of unpaid leave not otherwise covered by other District leave policies may be granted with prior approval by the Superintendent.

ARTICLE 14 - Employment and Assignment

- 14.1 New employees will be placed on probationary status for the first 120 working days of employment. During this time they will have an opportunity to demonstrate their competence for a particular job. Approximately midway through the probationary period, the supervisor will conduct a midpoint evaluation and will provide feedback to the employee regarding his/her performance. At the end of the probationary period the supervisor may perform an evaluation. If their performance is not satisfactory the District may consider reassignment or termination.
If a reassignment is made, the employee's probationary period will start over and will be an additional 120 working days from reassignment.
- 14.2 Reclassification of personnel is a District right and is the responsibility of the Superintendent. A request for reclassification or job description change may be submitted, through the Association, by any classified employee. The Superintendent shall approve or deny the change within ten (10) working days and notify, in writing, the employee and the Association of the decision.
- 14.3 If an employee's job description is changed, the employee's wage shall be subject to renegotiation. The Superintendent shall notify the Association President of any change in job description.
- 14.4 The District shall provide each classified employee represented by the provisions of this contract with a job description that outlines the major duties and responsibilities of their job. This job description shall be given to the employee upon employment, or as soon as it is available. The District will also provide a calendar of workdays. Days marked off on the calendar shall indicate regular work days.
- 14.5 All classified bargaining unit jobs will be posted both internally and externally simultaneously. Any qualified bargaining unit in-house candidate who applies will be granted an interview.
- 14.6 When an employee is promoted or reclassified to a higher paying position, the employee shall be moved to the step on the new wage schedule as he/she held in the former position.
- 14.7 When an employee transfers to a lower paying position the employee shall be placed on the same step (on corresponding years) on the new wage schedule as he/she held in the

former position. An employee should only be transferred into a lower paying position if they have requested the transfer; it is due to a layoff; or it is due to a demotion after following the discipline practices contained in Article 22, Just Cause.

- 14.8 Number of years of service will be based on date of hire in all regular full time (6 hours per day or more) and part time classified positions. Extra duty or substitute positions will not be considered in determining year of service for placement on the wage schedule.
- 14.9 When a reduction in the number of contract days for Classified staff members is being considered, the Administration agrees to consult with all parties involved prior to making the final decision.
- 14.10 The District will notify our local OSEA president each time a new classified employee is hired or ends employment.

ARTICLE 15 - Reduction in Force/Seniority

15.1 Layoff

Layoff is defined as the complete elimination of a specific position or as a permanent reduction of more than one (1) hour per day.

The District shall determine when a layoff is necessary and which job assignments will be affected. When the Board has formally determined a layoff is necessary, it will notify the Association in writing at least thirty (30) workdays prior to the layoff, except in the case of an emergency.

Seniority shall be defined as the length of continuous service for the District (any of the buildings) from the original date of hire within the bargaining unit. Seniority shall not accumulate while an employee is on an unpaid leave of 30 or more calendar days.

Classifications are defined as the individual job titles listed on the salary schedule in the appendices. Classification groups include classifications (job titles) that are similar and related in nature and generally progress upwards in terms of job responsibilities and wages. The District will use the following procedures to implement a layoff:

1. Layoff will occur by classification, with the least senior employee in the affected classification being laid off. In unique circumstances the District may retain an employee with less seniority than one being laid off when the District can demonstrate that the less senior employee possesses specialized skills necessary to the performance of the job and that the more senior employee does not possess those specialized skills. Persons being considered for layoff, that have worked in more than one job classification, shall be considered for all positions in which they performed.
2. Employees identified for layoff who have worked in a different classification shall have the ability to bump back into that classification provided they have greater seniority than another employee currently working in that classification. In these circumstances, the bumping employee must still possess the skills and competence necessary to perform the tasks of the former classification. Employees identified for layoff in a classification which is included in a classification group, may bump downward into a lower classification within that group provided they have greater seniority than another employee currently working in the lower classification. In these circumstances, the bumping employee must possess the skills necessary to perform the tasks of the lower

classification. A skills test will be agreed upon by the District and the Association.

3. If two or more employees have equal seniority and skill sets, a drawing will be conducted in conjunction with OSEA to determine the senior employee for the layoff process.

15.2 Recall

Recall from a layoff shall be in reverse order of layoff within a classification for a period of up to twenty-seven (27) months. Employees shall be notified by certified mail at the last address of record on file with the District when a position becomes open for which they are qualified.

A laid off employee shall be considered laid off until reinstated in the District or the twenty-seven (27) month period elapses. If an employee fails to respond within ten (10) calendar days of notification to a written offer of a position made by the District or if the employee submits a written resignation, then that person's name shall be taken off the recall list. All benefits, including seniority, to which an employee was entitled at the time of his/her layoff, will be restored upon his/her return to active employment.

The Board shall not fill a bargaining unit position for which an employee laid off under this Article is qualified without first offering the position to a qualified employee who is on the recall list.

An employee will not forfeit his/her rights to recall should he/she take a job within the District in a lower paying position. Employees who were full time prior to layoff who accept a part time position with the District shall remain on the recall list for recall to full time employment until the end of the twenty-seven (27) month recall period. An employee on layoff shall not forfeit his/her recall rights if he/she refuses an offer of employment that is less than his/her former compensation level unless the position is within the same classification group.

- 15.3 Subject to the rules and regulations of the insurance provider and at the expense of the employee, a laid off employee shall be allowed at his/her discretion to continue under all or any part of the District insurance programs by directly paying the premiums while he/she is on the layoff list. Employees who are laid off may remain in the District's group insurance programs at their own expense for a maximum of eighteen (18) months subject to OEGB and COBRA regulations. Premiums for such coverage must be paid directly to OEGB. The parties agree that the District shall be held harmless from all damage or injury incurred by the termination of insurance coverage due to payment not being received in time.

This provision is contingent upon insurance carrier regulations.

- 15.4 For seniority purposes, employees who are laid off and subsequently reinstated within twenty-seven (27) months shall retain cumulative seniority for all period of work except for the period of layoff.

ARTICLE 16 - Grievance Procedure

16.1 Definitions:

- A. "Contract Grievance" shall mean a complaint by an employee or group of employees that there has been to him/her/them a violation of inequitable application of any provision of the contract.
- B. "Aggrieved" is the person or persons who has the contract grievance and is presenting the complaint, also referred to as the complainant.
- C. The "Party in Interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
- D. "Consultant" is the one who advises either party in interest.
- E. "Representative" is the one who may speak for and/or advise a party in interest.
- F. "Immediate Supervisor" is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance as stated in School Board Policy.
- G. "Days" – The term "days" when used in this article shall, except where otherwise indicated, mean the aggrieved working days.
- H. "Persons Officially Involved" means the Superintendent, his/her representative and/or consultant, the aggrieved, his/her representative and/or consultant, and witnesses.
- I. "Association" – the Oregon School Employees Association, Chapter 171.

16.2 General Procedures

- A. 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.
- B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- C. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures.
- D. There shall be no restraint, interferences, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of contract grievances.
- E. Failure at any level of these procedures by the aggrieved to appeal a contract grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a contract grievance within the specified time limits shall permit the aggrieved to proceed to the next level.
- F. All documents, communications, and records of a contract grievance will be filed in the District office separately from the personnel files. References to the records, such as a summary, should be placed in the appropriate personnel file(s).
- G. Every effort will be made by all parties to avoid interruption of classroom and/or any other school sponsored activities.
- H. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.

- I. All parties in interest will process contract grievances after the regular work day or at other times, which do not interfere with assigned duties.
- J. Each contract grievance shall be initiated within ten (10) days after the occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until after the date, he/she must initiate action within the ten (10) days following his/her first knowledge of the cause, in failing to thus initiate action he/she may be considered to not have a reasonable grievance.
- K. Financial Responsibility: Each party shall pay any and all costs incurred by said party. Costs for the services of any arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association.
- L. The grievance procedure will not be used when the aggrieved has resorted to the judicial process.

16.3 Level One – Informal and Formal Grievance Level

The aggrieved will first discuss his/her contract grievance with his/her principal or immediate supervisor, either individually or through the Association representative, or accompanied by a representative, with the objective of solving the matter informally.

If the aggrieved is not satisfied with the disposition of his/her contract grievance, he/she may file a written contract grievance with the immediate supervisor within ten (10) days following the act or condition, which is the basis of his/her complaint. The complainant shall set forth the grounds upon which the complaint is based and the reasons why the aggrieved considered the decision unacceptable. The supervisor shall communicate his/her decision in writing within five (5) days to the aggrieved.

16.4 Level Two

If the aggrieved is not satisfied with the disposition of the grievance at Level One, he/she may appeal the grievance to the Superintendent within ten (10) days of receipt of the supervisor's decision. The complainant shall set forth the grounds upon which the complaint is based and the reasons why the aggrieved considered the decision unacceptable.

Within five (5) days of the receipt of the appeal, the Superintendent will notify all official parties of a hearing to be held within ten (10) days of the receipt of the appeal. The Superintendent shall hear arguments of the Principal / Supervisor and the aggrieved.

Attendance at the hearing shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.

Within five (5) days of the hearing, the Superintendent shall communicate to the aggrieved and all of the parties officially present at the hearing, his/her written decision that shall include supporting reasons therefore.

16.5 Level Three

If the aggrieved is not satisfied with the decision of the Superintendent he/she may file a written appeal through the Superintendent to the School Board within ten (10) days from the receipt of the Superintendent's decision. The complainant shall set forth the grounds upon which the complaint is based and the reasons why the aggrieved considered the decision unacceptable.

Within five (5) days of the receipt of the appeal, the School Board will notify all official parties of a hearing to be held within ten (10) days of the receipt of the appeal. The Board

of Directors shall hear arguments of the Superintendent and the aggrieved. The hearing before the School Board shall be closed unless the aggrieved requests it to be public. Within five (5) days following the hearing, the School Board of Directors shall render a decision in writing to all official parties.

16.6 Level Four

If the aggrieved person is not satisfied with the School Board's decision he/she may, within ten (10) days request in writing that the Association submit the grievance to arbitration. The complainant shall set forth the grounds upon which the complaint is based and the reasons why the aggrieved considered the decision unacceptable.

If the Association determines that the contract grievance has merit it may submit the grievance to arbitration within ten (10) days of receipt of the School Board's decision. The Association shall notify the Superintendent of its intent in writing.

Within ten (10) days of such written notice the Board and Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the Employment Relations Board. The parties shall then be bound by the rules and procedures of the Employment Relations Board.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date that the final statements and proofs on the issues were submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions, which require the commission of an act prohibited by law. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on all parties.

ARTICLE 17 - Separability

- 17.1 If any portion or provision of this contract is held to be illegal or invalid by operation of law, or if compliance with or enforcement of any provision should be restrained by law, the remainder of the agreement shall not be affected. Upon request by either party, negotiation may be reopened on the item only to arrive at a mutually satisfactory replacement for such portion or provision.

ARTICLE 18 - Funding

- 18.1 The parties recognize that revenue needed to fund the compensation provided by this agreement must be approved by established budget procedures. All such compensation is therefore contingent upon sources of revenue. The district cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement.

ARTICLE 19 - No Strike Provision

- 19.1 During the term of the agreement neither the Association nor any persons acting on its behalf will cause, authorize, support or take part in a strike. (A strike is defined as a

concerted failure to report for duty or willful absence of an employee from his/her position or stoppage of work in whole or in part from the full, faithful and proper performance of the employee's duties for any purpose whatsoever.)

- 19.2 The District agrees not to lock out any classified employees for the life of this agreement. However, where the Board/District closes school classified will not work.

ARTICLE 20 - Evaluations

- 20.1 Each employee shall be evaluated in writing at least once per work year. Evaluations shall be based upon the employee's job description and his/her performance on the job in relation to the skills needed. The written evaluation shall be given to the employee for signature. However, the signature does not necessarily mean agreement with the evaluation. The employee may attach a response to the evaluation and have it placed in their personnel file.

ARTICLE 21 – Fringe Benefits

- 21.1 Oregon Educators Benefit Board

The benefit program(s) identified shall be provided only in accordance with the underwriting rules and regulations set forth by the carrier(s) in the policy/policies retained by the policyholder. If there is a substantial change in plan design by the OEGB the parties will enter into interim negotiations pursuant to ORS 243.698.

It is understood and agreed that any employee eligible for insurance coverage under any plan offered by OEGB, but who does not meet the requirement for eligibility under this contract, will not be eligible to receive any District contribution. Furthermore, by enrolling in any of the plans any employee who is ineligible for the District contribution agrees to a payroll deduction for the full premiums of selected plans including any administrative fees. District contribution of funds may only be used towards the purchase and /or fees of primary Medical, Dental, or Vision Insurance. No part of the District contribution may be used towards administrative fees imposed by OEGB for any other coverage not listed above or any other costs associated with the insurance programs(s) beyond the negotiated contribution. No "unused employer contribution" funds may be used toward other coverage and/or paid as cash.

- 21.2 Insurance carriers and levels of coverage shall be selected by mutual agreement between the District and the Association. Any participation requirements of OEGB and the carrier must be complied with.

- 21.3 Beginning with the September pay period (for October Premiums) the maximum monthly District contribution towards primary medical, dental, and vision insurance premiums will be \$1450 per month per employee for the life of this contract. Any cost exceeding this amount will be borne by employees through payroll deduction. If the employee's medical plan selection is an OEGB offered HSA plan the difference between the premium cost and the District CAP will be contributed monthly to the employee's HSA account not to exceed the annual limits allowed by the IRS for HSA contribution. The employee may open an HSA account with any District approved vendor.

The anniversary period for insurance coverage is October 1 through September 30. Employees receiving medical, dental and vision insurance will be covered from October 1 of the new school year. Employees hired during the school year will be covered the first of the month following receipt of their first paycheck.

- 21.4 Full time employment is defined as 30 or more hours per week. Employees working 20 hours per week through 29 hours per week will receive one-half of the full time benefit. Employees working less than 20 hours per week on a regular basis will not receive medical benefits.
- 21.5 Changes in insurance coverage may be made once each year and must be selected during the OEBB open enrollment period. Coverage adjustments resulting from additions to a family may be made at the time specified in the policy with the insurance providers.
- 21.6 Employees eligible for a District insurance contribution, but who choose not to obtain insurance coverage, may “opt out” in accordance with OEBB terms and regulations. Employees choosing to “opt out” must declare that intention within the first seven (7) days in September. The employee must at that time provide proof of other group coverage and verify by OEBB process they are waiving the OEBB insurance benefit. If an eligible employee chooses to “opt out” or waive his/her insurance coverage, that waiver shall be effective until the next open enrollment period. An employee can reinstate the insurance benefit and forfeit future benefit stipends should there be a “major life event” as defined by OEBB in accordance with the rules and regulations.
- An eligible employee who “opts out” of the District insurance benefit by meeting the above requirements shall receive a monthly stipend equal to 30% of District’s monthly contribution towards insurance in lieu of the contractual insurance coverage unless it is no longer allowed by legislative rule or OEBB mandate. Employees eligible for half benefit (employees working 20 hours per week through 29 hours per week) will be eligible to participate at a half benefit rate. The stipend will be considered taxable income under section 125 benefits.
- 21.7 For classified employees who terminate prior to completing their contract, insurance benefits will end on the month following their last paycheck. For the classified employees terminating and completing their contract, benefits will end as follows:
- 10 Month employees – benefits terminate on September 30
 - 11 Month employees – benefits terminate on August 31
 - 12 Month employees – benefits terminate on July 31

ARTICLE 22 - Just Cause

- 22.1 No member of the bargaining unit will be disciplined or dismissed except for just cause. However, this just cause provision does not apply to retention or non-retention in extra-duty positions.
- 22.2 No classified employee shall be formally disciplined without first being informed of the charges, given the opportunity to have representation present and given an opportunity to meet with the charging party and to respond to those charges. The employee’s response may be verbal or in writing. After a decision is finalized, the employees and the Association will be given written notification thereof.

ARTICLE 23 – Wages Placement Schedule

- 23.1 For the 2022-23 thru 2024-2025, school years, the wage schedules shall be as stated in Appendices B - D. Column advances will become effective July 1st of each year. Employees will advance according to the wage tables, with column movement by column headings (one column over each year for the first 5 steps and longevity column movement after steps 10 and 15).
- 23.2 Years of experience in another District will be considered by the administration upon hiring and placement of a new employee on the schedule. In placing new employee the District will consult with the Association on any placement above a level 6 if based on experience outside of a school district.

ARTICLE 24 - Classes and Workshops

- 24.1 Classified employees may request to take classes/workshops to be paid for by the District. Any request must:
- A. be specifically related to the job and responsibilities of the employee;
 - B. have written approval of the principal and Superintendent;
 - C. be subject to the availability of funds.

No travel expenses will be paid for these classes/workshops and no pay will be provided for time spent except those hours, which may fall within the employee's regular work schedule on that day.

When an employee is asked by the District to attend a class or workshop, he/she is eligible to receive travel reimbursement and pay for the hours spent at the session, including their travel time to and from the class or workshop location. The employee must document the extra hours on their monthly time sheet in order to be paid for them.

Article 25 – Concern, Collaboration and Resolution

The Association and the District recognize the need for employees to feel safe, respected and acknowledged. Safe areas, equipment, environments, operations, relationships, work habits and practices are a mutual benefit and a mutual responsibility. Employee concerns should be addressed with the immediate supervisor and once identified, will be investigated with a goal of joint resolution. An employee may elect to include a union representative in any discussions. If a resolution cannot be reached, the employee may advance the concern to include the Human Resources Director.

TERMS OF AGREEMENT

This is a 3 year agreement that covers the 2022-23 through 2024-25 school years.

For 2022-23 there is an 8% wage increase to the entire wage schedule, no Steps.

For 2023-24 there is a 4% wage increase to the entire wage scale plus Steps for those eligible.

For 2024-25 there is a 2% increase to the entire wage scale plus Steps for those eligible. If the Western States CPI in April, 2024 is 6% or more, the Union may reopen negotiations on wages for 2024-2025.

Classified staff that regularly use their Spanish bilingual skills for their job will receive a \$1,000 annual stipend. Spanish language skills will be based on passing a proficiency test.

Salary schedules are included in the Appendices of this agreement.

The District contribution amount to insurance will be \$1450 per month per employee for the entirety of the contract. It is the District's goal to keep all bargaining groups at the same contribution amount. Therefore when one bargaining group's insurance contribution amount is raised the contribution amount would raise simultaneously for classified employees.

All "past practice" or memorandums of understanding in existence at the time of signing this agreement that are not expressly included in this agreement are considered null and void once this contract is signed.

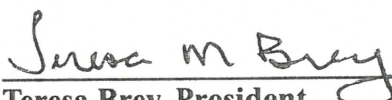
SIGNATURE PAGE

THIS AGREEMENT ENTERED INTO THIS 1 DAY OF August 2022,
BY AND BETWEEN OSEA CHAPTER #171, HEREIN CALLED THE
"ASSOCIATION." AND THE YAMHILL CARLTON SCHOOL DISTRICT NO. 1,
YAMHILL COUNTY, OREGON, HEREIN CALLED THE "DISTRICT." THIS
AGREEMENT SHALL BE IN EFFECT FOR A THREE (3) YEAR PERIOD FROM
JULY 1, 2022 TO JUNE 30, 2025.


NOW, THEREFORE, THE PARTIES HERETO AGREE TO BE BOUND BY THE
COVENANTS SET FORTH ON THIS PAGE AND IN THE PRIOR ATTACHED PAGES.

IN WITNESS WHEREOF, THE PARTIES HERE AFFIX THEIR SIGNATURES AS OF
THE DATE FIRST HEREIN ABOVE WRITTEN.

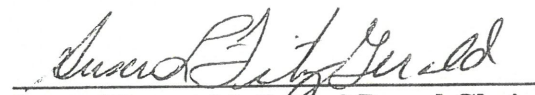
Signed:


Teresa Brey, President
Oregon School Employees Association
Chapter 171

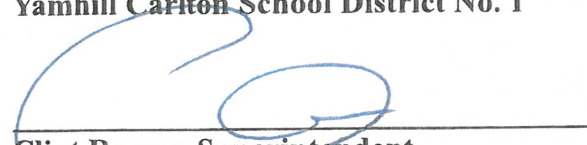
8/1/2022
Date


Shawna Jeskey, Field Rep
Oregon School Employees Association
Chapter 171

8-4-2022
Date


Susan Fitzgerald, School Board Chair
Yamhill Carlton School District No. 1

8-11-2022
Date


Clint Raever, Superintendent
Yamhill Carlton School District No. 1

8/2/22
Date

Appendix A – Classification Groups

Instructional Assistant	Secretarial	Food Service	Custodial	Maintenance
IA I	Secretary (Attendance, Student Body/Athletics, Alliance, Registrar)	Kitchen Helper	Custodian I	Maintenance / Custodial / Grounds
ELL IA IA II (Behavior/Life Skills)	Lead Secretary	Cook		Building Maintenance
Library Assistant				Building Maintenance Specialized
SLPA – Speech Assistant				

2022-23
OSEA Salary Schedule

<u>Classification</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6 to 10</u>	<u>11 to 15</u>	<u>16+</u>
Instructional Assistants	\$ 15.06	\$ 15.49	\$ 16.00	\$ 16.45	\$ 16.96	\$ 17.99	\$ 20.03	\$ 20.62
Instructional Assistant II and ELL Assistant	\$ 15.79	\$ 16.24	\$ 16.75	\$ 17.23	\$ 17.74	\$ 18.82	\$ 20.94	\$ 21.56
SLPA- Speech Asst	\$ 21.09	\$ 21.74	\$ 22.37	\$ 23.04	\$ 23.74	\$ 25.16	\$ 27.11	\$ 27.48
Library Assistants	\$ 15.68	\$ 16.13	\$ 16.61	\$ 17.14	\$ 17.64	\$ 18.71	\$ 20.84	\$ 21.47
Health Assistants	\$ 16.21	\$ 16.69	\$ 17.20	\$ 17.71	\$ 18.24	\$ 19.34	\$ 21.53	\$ 22.18
Secretary	\$ 16.30	\$ 16.77	\$ 17.28	\$ 17.80	\$ 18.33	\$ 19.46	\$ 21.71	\$ 22.34
Lead Secretary	\$ 17.70	\$ 18.23	\$ 18.79	\$ 19.32	\$ 19.96	\$ 21.16	\$ 23.57	\$ 24.26
Custodian I	\$ 14.84	\$ 15.29	\$ 15.78	\$ 16.22	\$ 16.72	\$ 17.76	\$ 19.81	\$ 20.40
Maint/Cust/Grounds	\$ 17.64	\$ 18.10	\$ 18.70	\$ 19.27	\$ 19.83	\$ 20.43	\$ 23.47	\$ 24.18
Bldg Maintenance	\$ 19.82	\$ 20.40	\$ 21.05	\$ 21.65	\$ 22.43	\$ 23.62	\$ 26.39	\$ 27.20
Bldg Maint-Specialized	\$ 23.22	\$ 23.91	\$ 24.63	\$ 25.39	\$ 26.39	\$ 27.71	\$ 31.02	\$ 31.97
Kitchen Helpers	\$ 13.77	\$ 14.15	\$ 14.60	\$ 15.06	\$ 15.45	\$ 16.90	\$ 18.29	\$ 18.83
Cook	\$ 15.06	\$ 15.49	\$ 16.00	\$ 16.45	\$ 16.96	\$ 17.99	\$ 20.03	\$ 20.62

Bilingual Stipend	\$ 1,000.00
Career Employee Recognition (20-25)	\$ 250.00
Career Employee Recognition (26+)	\$ 500.00

8% Increase

IA II .15 Increase across the steps

No Step Increase

Revised: 06/29/22

2023-24
OSEA Salary Schedule

<u>Classification</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6 to 10</u>	<u>11 to 15</u>	<u>16+</u>
Instructional Assistants	\$ 15.66	\$ 16.11	\$ 16.64	\$ 17.11	\$ 17.64	\$ 18.71	\$ 20.83	\$ 21.44
Instructional Assistant II and ELL Assistant	\$ 16.42	\$ 16.89	\$ 17.42	\$ 17.92	\$ 18.45	\$ 19.57	\$ 21.78	\$ 22.42
SLPA- Speech Asst	\$ 21.93	\$ 22.61	\$ 23.26	\$ 23.96	\$ 24.69	\$ 26.17	\$ 28.19	\$ 28.58
Library Assistants	\$ 16.31	\$ 16.78	\$ 17.27	\$ 17.83	\$ 18.35	\$ 19.46	\$ 21.67	\$ 22.33
Health Assistants	\$ 16.86	\$ 17.36	\$ 17.89	\$ 18.42	\$ 18.97	\$ 20.11	\$ 22.39	\$ 23.07
Secretary	\$ 16.95	\$ 17.44	\$ 17.97	\$ 18.51	\$ 19.06	\$ 20.24	\$ 22.58	\$ 23.23
Lead Secretary	\$ 18.41	\$ 18.96	\$ 19.54	\$ 20.09	\$ 20.76	\$ 22.01	\$ 24.51	\$ 25.23
Custodian I	\$ 15.43	\$ 15.90	\$ 16.41	\$ 16.87	\$ 17.39	\$ 18.47	\$ 20.60	\$ 21.22
Maint/Cust/Grounds	\$ 18.35	\$ 18.82	\$ 19.45	\$ 20.04	\$ 20.62	\$ 21.25	\$ 24.41	\$ 25.15
Bldg Maintenance	\$ 20.61	\$ 21.22	\$ 21.89	\$ 22.52	\$ 23.33	\$ 24.56	\$ 27.45	\$ 28.29
Bldg Maint-Specialized	\$ 24.15	\$ 24.87	\$ 25.62	\$ 26.41	\$ 27.45	\$ 28.82	\$ 32.26	\$ 33.25
Kitchen Helpers	\$ 14.32	\$ 14.72	\$ 15.18	\$ 15.66	\$ 16.07	\$ 17.58	\$ 19.02	\$ 19.58
Cook	\$ 15.66	\$ 16.11	\$ 16.64	\$ 17.11	\$ 17.64	\$ 18.71	\$ 20.83	\$ 21.44

Bilingual Stipend	\$ 1,000.00
Career Employee Recognition (20-25)	\$ 250.00
Career Employee Recognition (26+)	\$ 500.00

4% Increase

Revised: 06/29/22

2024-25
OSEA Salary Schedule

<u>Classification</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6 to 10</u>	<u>11 to 15</u>	<u>16+</u>
Instructional Assistants	\$ 15.97	\$ 16.43	\$ 16.97	\$ 17.45	\$ 17.99	\$ 19.08	\$ 21.25	\$ 21.87
Instructional Assistant II and ELL Assistant	\$ 16.75	\$ 17.23	\$ 17.77	\$ 18.28	\$ 18.82	\$ 19.96	\$ 22.22	\$ 22.87
SLPA- Speech Asst	\$ 22.37	\$ 23.06	\$ 23.73	\$ 24.44	\$ 25.18	\$ 26.69	\$ 28.75	\$ 29.15
Library Assistants	\$ 16.64	\$ 17.12	\$ 17.62	\$ 18.19	\$ 18.72	\$ 19.85	\$ 22.10	\$ 22.78
Health Assistants	\$ 17.20	\$ 17.71	\$ 18.25	\$ 18.79	\$ 19.35	\$ 20.51	\$ 22.84	\$ 23.53
Secretary	\$ 17.29	\$ 17.79	\$ 18.33	\$ 18.88	\$ 19.44	\$ 20.64	\$ 23.03	\$ 23.69
Lead Secretary	\$ 18.78	\$ 19.34	\$ 19.93	\$ 20.49	\$ 21.18	\$ 22.45	\$ 25.00	\$ 25.73
Custodian I	\$ 15.74	\$ 16.22	\$ 16.74	\$ 17.21	\$ 17.74	\$ 18.84	\$ 21.01	\$ 21.64
Maint/Cust/Grounds	\$ 18.72	\$ 19.20	\$ 19.84	\$ 20.44	\$ 21.03	\$ 21.68	\$ 24.90	\$ 25.65
Bldg Maintenance	\$ 21.02	\$ 21.64	\$ 22.33	\$ 22.97	\$ 23.80	\$ 25.05	\$ 28.00	\$ 28.86
Bldg Maint-Specialized	\$ 24.63	\$ 25.37	\$ 26.13	\$ 26.94	\$ 28.00	\$ 29.40	\$ 32.91	\$ 33.92
Kitchen Helpers	\$ 14.61	\$ 15.01	\$ 15.48	\$ 15.97	\$ 16.39	\$ 17.93	\$ 19.40	\$ 19.97
Cook	\$ 15.97	\$ 16.43	\$ 16.97	\$ 17.45	\$ 17.99	\$ 19.08	\$ 21.25	\$ 21.87

Bilingual Stipend	\$ 1,000.00
Career Employee Recognition (20-25)	\$ 250.00
Career Employee Recognition (26+)	\$ 500.00

2% Increase

Revised: 06/29/22

Yamhill Carlton SD and OSEA #171
Paid Family Medical Leave (PFML) MOU

The parties agree to the following terms:

1. Term of the MOU: This MOU will be effective until the parties negotiate a successor collective bargaining agreement that includes the terms and conditions surrounding the District's PFML plans. The parties agree that they will bargain over any changes to this MOU during those future successor negotiations.
2. Benefits to be Provided by Third-Party Insurer: The parties agree that the District may provide the required benefits through an equivalent plan offered by a third-party insurer, so long as the contract with the insurer does not include limitations that might affect the Association's ability to negotiate benefits that are lawful but exceed the minimum requirements of the Act. This agreement is contingent on the State approving the application for the equivalent plan. If the State does not approve the equivalent plan and the District cannot find an equivalent plan that has been approved, it will utilize Paid Leave Oregon (PLO) to provide the required benefits. The District retains the right to return to the State plan without having to negotiate over the decision or the impact so long as the benefits received by employees are consistent with those provided by the State program. If a duty to bargain occurs then the District agrees it will negotiate with the Union over the impacts pursuant to ORS 243.698 if the Union makes a timely demand to bargain.
3. Notice of Right to Benefits and Options: The District will provide employees with notice of their rights to PFML benefits as required by law and make details regarding the process for applying for and receiving benefits available to employees online.
4. Supplementing PFML Benefits: Many employees' PFML payments will be less than 100% of their regular wages. When requested by the employee, the District will supplement the PFML benefits by utilizing accrued paid leaves in the order chosen by the employee. Requests to use paid leave must be made concurrently with the employee's PFML application. No retro pay will be issued.
5. Continuation of Benefits: While receiving PFML benefits, the District will continue to provide all District-provided insurance benefits (e.g., health insurance) and continue to pay any contributions required by the collective bargaining agreement. Any required employee contributions towards those benefits will be deducted from employee paychecks if the employee elects to supplement their benefits with accrued leaves. Employees who have exhausted all paid leave or who choose not to supplement PFML benefits with accrued leaves are responsible for remitting the employee portion pursuant to payroll requirements for continuation of these benefits.
6. Seniority Accrual: Employees' seniority will continue to be credited during any leave covered by the Act in accordance with the collective bargaining agreement. However, an employee's probationary period will be adjusted proportional to their PFML use if the period of PFML leave exceeds two consecutive weeks to ensure adequate observation time for the District to evaluate suitability for regular status.

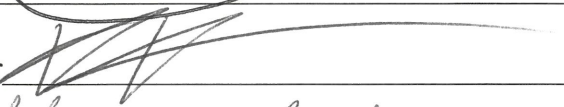
7. Scope of MOU: The provisions of this MOU are not intended to change any other provisions of the collective bargaining agreement or reduce the benefits of any employee in the Association's bargaining unit. This MOU is also not intended to change any existing past practices of the parties other than as expressly provided by the MOU.
8. Any disputes about the application or interpretation of this MOU will be resolved through the parties' grievance procedure.

For the District



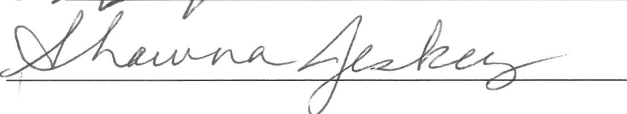
Date 2/21/24

For the Chapter



Date 2/15/24

For OSEA



Date: 2-15-24

Yamhill Carlton SD and OSEA #171
MOU
YCSD Just Cause

The parties agree to the following terms:

The purpose of this Memorandum of Agreement (MOA) is to adjust the language in the parties' Collective Bargaining Agreement to comply with Senate Bill 283 (2023), Section 18 (2). A classified school employee shall have the right to be dismissed, demoted, or disciplined only for just cause.

To comply with SB 283 (2023), Section 18(2), the parties agree to modify Article 14 of the current CBA as follows:

14.1 New employees will be placed on probationary status for the first 120 working days of employment. During this time, they will have an opportunity to demonstrate their competence for a particular job. Approximately midway through the probationary period, the supervisor will conduct a midpoint evaluation and will provide feedback to the employee regarding his/her performance. At the end of the probationary period the supervisor may perform an evaluation. If their performance is not satisfactory the district may consider reassignment or termination for just cause. If a reassignment is made, the employee's probationary period will start over and will be an additional 120 working days from reassignment.

The grievance process for probationary status employees shall conclude with Step 3, appeal to school board and shall not be subject to arbitration or unfair labor practice.

1. Any provisions of the parties' collective bargaining agreement not expressly modified by this MOA shall remain in full force and effect.
2. This MOA shall become effective on July 1, 2023 or upon the signature of the parties whichever occurs later.
3. This MOA shall remain in effect only so long as Oregon law provides that all classified employees have the right to be disciplined or discharged only for just cause. If there is a change in the relevant law, either party may give notice that this MOA is terminated effective immediately. Should this MOA be terminated, the terms of Article 14, Section 14.1 shall be restored as originally written in the 2022-2025 CBA, without modification. For avoidance of doubt, those terms are quoted in paragraph 1 of this MOA.
4. Any disputes about the application or interpretation of this MOU will be resolved through the parties' grievance procedure.

For the District

Date

2/21/24

For the Chapter

Date

2/15/24

For OSEA

Date:

2-15-24