

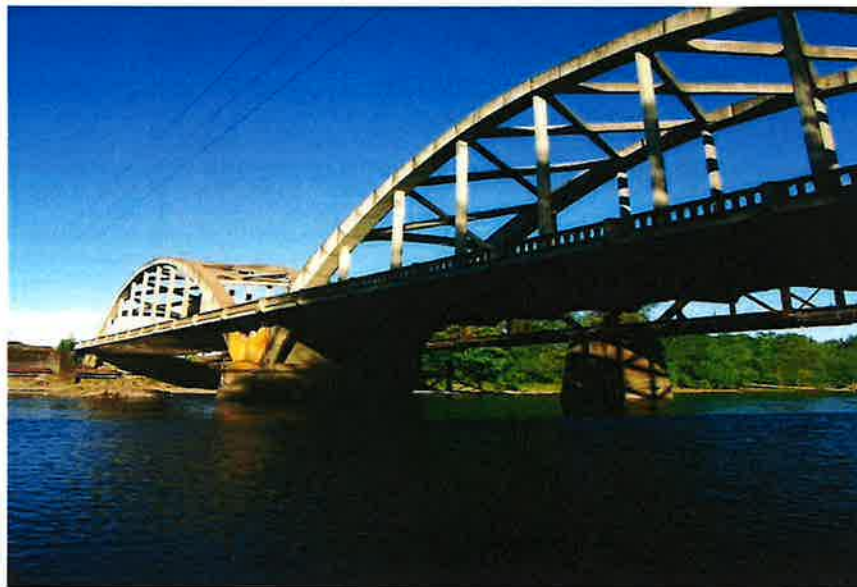
Collective Bargaining Agreement

between

Jefferson School District 14J

and

**Oregon School Employees Association
Jefferson Chapter 141**



July 1, 2024 – June 30, 2027

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ARTICLE 1: RECOGNITION

This Collective Bargaining Agreement hereinafter referred to as the "Agreement" is made and entered by the Oregon School Employees Association (OSEA) Jefferson Chapter 141, hereinafter referred to as the "Association" and the Board of Education of Jefferson School District No. 14J, hereinafter referred to as the "Board" or the "District".

- 1.1 The Board recognizes the Association as the exclusive representative for all classified employees, temporary employees, and part-time employees, as per ORS 243.650.
- 1.2 The Board agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the Board or a board representative, against any employee because of association membership or because of any legal activity.
- 1.3 The provisions of this Agreement will be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, gender, or political affiliation.
- 1.4 Definitions:
 - 1.4.1 Employee: For the purpose of this Agreement, the term employee shall include all employees represented by the Association in the bargaining unit.
 - 1.4.2 Substitute Employee: For the purpose of this Agreement a "substitute employee" is one who is hired for the purpose of filling the position of an absent employee.
 - 1.4.3 Temporary Employees are defined as those hired to temporarily replace a bargaining unit member who is on approved leave or to fill a position that is of a limited duration (i.e. custodial employees to support COVID-19 cleaning/disinfection) for a period up to one (1) year; to fill a vacated bargaining unit position or to fill a newly created position until the position can be posted and filled through the regular hiring process. Temporary employees will be covered by the bargaining agreement with the exception of Article 9: Reduction in Force/Recall.
 - 1.4.4 Probationary Employee: For the purpose of this Agreement a "probationary employee" is one who is a new hire to the District and will become a "regular employee" upon completion of a six (6) month probation period. See Article 14: Probationary Employees.
 - 1.4.5 Seniority shall be defined as the total length of service as a classified employee within the District. For accounting purposes, all authorized leave with pay shall be computed as time worked. Employees who are laid off and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of layoff.

ARTICLE 2: SEPARABILITY OF PROVISIONS

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

Renegotiation of this Agreement pursuant to Article 2 is subject to ORS 243.698.

- 2.2 In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction, such decision shall apply only to a specific article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the expressed intention of the parties thereto, that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 3: ASSOCIATION DUES

- 3.1 The Board 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.
- 3.2 The Board agrees to honor dues deductions authorized by the employee in favor of the Association until such authorization is terminated in writing by the employee and provided by the Association.
- 3.3 The Board agrees to transmit the dues deducted with a check off list to the state office of the Oregon School Employees Association by the first of the month following the payroll deduction. A copy of the check off list will be sent to the chapter treasurer by the same date.
- 3.4 Indemnity

The Association does hereby indemnify the District for all claims, charges, damages, legal fees and cost incurred as a result of any action filed concerning this Article.

ARTICLE 4: ASSOCIATION RIGHTS AND RESPONSIBILITIES

4.1 Designated Representatives

OSEA chapter “designated representatives” for the purposes of this Article shall include District employees, who are trained OSEA chapter executive board officers or their designees. The assigned OSEA field representative may provide representation to bargaining unit members, but is not considered a “designated representative” for the purpose of this Article.

4.2 Use of District’s Facilities and Equipment for Meeting/Communication with Employees

For the purpose of discussing grievances, complaints, other workplace related issues, or other Association matters, the Association shall be allowed to use District facilities and/or property at no cost. When needed, District facility use shall be arranged in advance and approved to avoid room scheduling conflicts.

Within the parameters of Section 4.4., OSEA designated representatives and the field representative shall be allowed to meet with and have access to employees within the bargaining unit during regular work hours using employer facilities so long as the meeting does not interfere with District operations. These meetings may occur at the employees’ regular work locations, and they shall occur outside of student contact time (before or after the employees’ regular work hours, during meal periods and during any other break periods) whenever possible and when the parties mutually agree to allow the meetings.

The Association shall be allowed to use District facilities and/or property for purposes of conducting general meetings with bargaining unit employees before or after the employees’ regular work hours, during meal periods and during any other break periods without undue interference. District facility use must be arranged in advance and approved to avoid room scheduling conflicts.

The Association shall be allowed the use of the electronic mail systems or other communication systems of the District to communicate with the employees in the bargaining unit, including email, bulletin boards, staff mailboxes and intra-district courier. The Association’s use of district email will comply with the District’s acceptable use policies (GBNA, GBNA-AR, GCAB, etc.)

The Association shall be allowed to use office equipment for association business when such equipment is not otherwise in use provided that the equipment is not assigned to an individual. The Association will pay for the reasonable costs of all materials and supplies.

4.3 Employee Orientation

OSEA shall be allowed to meet with newly hired classified employees, without loss of compensation or leave benefits, for a period of up to thirty (30) minutes, during new employee orientation or, if the District does not conduct new employee orientations, at individual or group meetings, provided that the meetings do not interfere with the District’s operations.

4.4 OSEA Representation Time

Each building designated representative shall be granted up to the total of forty (40) hours during regularly scheduled hours each year without loss of pay, seniority, leave accrual or other benefits. Time may be increased per superintendent approval. These activities include:

- a. Investigate and process grievances and other workplace-related complaints on behalf of

OSEA;

- b. Attend investigatory meetings, hearings, and other due process proceedings involving represented employees;
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
- d. Act as a representative of OSEA for employees within the bargaining unit for purposes of collective bargaining. Members of the classified bargaining team will be allowed to attend bargaining sessions during their workday without loss of compensation. Substitutes will be provided for those needing substitutes;
- e. Attend labor-management meetings, held by a committee composed of employers, employees and representatives of OSEA to discuss employment relations;
- f. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees during new employee orientation or at individual/group meetings that may be arranged for new employees;
- g. Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness; and
- h. Perform any other duties agreed upon by a public employer and an exclusive representative in a collective bargaining agreement or any other agreement.

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

4.5 Release Time for Designated Representatives

“Release time” means the period of time when a bargaining unit member who is a designated representative takes/uses leave time to conduct labor organization business.

Designated representatives shall request release time through the established District leave process.

Short-Term Release Time

The Association chapter president and their designees shall be allowed release time for up to four (4) days each during the work year to conduct association business, including attending outside trainings, activities or serving as an elected state officer. Additional release time for the chapter president or their designee may be mutually agreed upon with the District.

The designated representatives may choose to use accrued leave time or OSEA funded release time for these activities. For OSEA funded release time, OSEA shall reimburse the District for any compensation that is paid to the designated representative/their designee or for the cost of their substitute during the period of release time.

Long-Term Release Time

When any bargaining unit member is elected to an association state office position that requires long term release time, the leave shall be arranged and approved by the District. The employee shall continue to

accrue leave days and vacation days (if applicable), and be awarded holiday pay and any other leaves or compensation benefits including pay increases. The employee shall receive full retirement credit to include for the entire duration of the release time, as long as the designated representative continues to meet any retirement obligations pursuant to ORS Chapter 238 or pursuant to the collective bargaining agreement or any written agreement entered into between the District and the Association. Upon return from such leave, the employee shall be returned to their prior position or, if not feasible, to a substantially similar position without loss of seniority, rank, classification or any the other benefit.

On a monthly basis, the District shall bill OSEA, 4735 Liberty Road S., Salem, OR 97302 for the costs associated with the long term release time of a bargaining unit member.

4.6 Bargaining Unit Member Notifications

By the tenth (10th) day after a new classified employee begins employment, if the District has the information in their records, the District shall provide the OSEA chapter president, the OSEA field representative, and the OSEA director of fiscal operations (at classified@osea.org) the following information for the new employee: name, date of hire, position title, worksite location, annual salary, work phone number, personal phone number, personal address, and personal email. Information shall be provided in an editable digital file format (Excel preferred).

On the first (1st) workday of each month, the District will provide the Association chapter president or their designee a list of all bargaining unit employees who resigned or have been terminated during the previous month.

Every one hundred and twenty (120) days, if the District has the information in their records, the District shall provide the OSEA chapter president, the OSEA field representative, and the OSEA director of fiscal operations (at classified@osea.org) the following information for all classified employees: name, date of hire, position title, worksite location, annual salary, work phone number, personal phone number, personal address, and personal email. Information shall be provided in an editable digital file format (Excel preferred).

ARTICLE 5: DISTRICT RIGHTS

- 5.1 It is expressly recognized that the District's operational and managerial responsibilities include the right to:
- 5.1.1 Manage and control the school's business, the equipment, the operations and to direct the working forces;
 - 5.1.2 Direct the work of all of its personnel, determine the number of shifts and hours of work starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days;
 - 5.1.3 The right to hire, promote, discipline and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees;
 - 5.1.4 Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
 - 5.1.5 Adopt reasonable rules and regulations;
 - 5.1.6 Determine the qualifications of candidates for, including physical condition standards;
 - 5.1.7 Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, division or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 - 5.1.8 Determine the financial policies including all accounting procedures and all matters pertaining to public relations; in accordance with state and federal law;
 - 5.1.9 Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement;
 - 5.1.10 Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
- 5.2 The District reserves all rights except those limited in this contract by this Agreement.

ARTICLE 6: DISTRICT RESPONSIBILITIES

- 6.1 The District shall make available to the Association information which is directly related to matters in this Agreement and data necessary to represent the employees in the bargaining unit. Material in the personnel file, other than directory information, will be made available only with a release signed by the individual.
- 6.2 The Association chapter president shall be included on the regular mailing list to receive an agenda and minutes of all regular and special Board meetings.
- 6.3 The District will notify the Association chapter president or designee (name of designee to be communicated to the District by the Chapter President) of any new hires, or permanent in-district classified transfers between buildings. Normally such notification will occur within five (5) working days.
- 6.4 The District will provide copies of this Agreement to all employees in the bargaining unit. The costs of the copies of the Agreement will be shared equally by the District and the Association and printed by the Association.
- 6.5 The Association will be allowed to use a portion of existing bulletin board space for communication with employees.
- 6.6 The District agrees that the Association Chapter President shall be allowed to obtain a current staff directory.

ARTICLE 7: WORKWEEK SCHEDULE AND OVERTIME

7.1 Hours of Work

7.1.1 The full-time work week shall consist of forty (40) hours within the designated work week, typically worked on the basis of five (5) eight (8)-hour days or four (4) ten (10)-hour days. To the extent consistent with the operational needs and requirements of the District, the District will schedule work on a Monday-through-Friday basis. The District reserves the sole discretion over operational needs and requirements. Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work.

7.1.2 Flex time schedule adjustments may be made with the mutual agreement of the employee and their supervisor. Flex time earnings and use shall be accurately recorded by the supervisor and the employee.

7.2 Rest Break

Each employee shall be provided a fifteen (15) minute rest break for each four (4) hours of work or major part thereof, i.e., two (2) hours and one (1) minute to four (4) hours. An employee with a workday over six (6) hours, i.e., six (6) hours and one (1) minute to eight (8) hours shall receive two (2) fifteen (15) minute rest breaks. Rest breaks shall be scheduled as near to the middle of the work segment as possible.

Ordinarily, employees are required to be relieved of all duties during their rest breaks. Under exceptional circumstances that only occur rarely and temporarily may a break be missed.

Rest breaks shall be separate from the scheduled meal period.

7.3 Meal Period

Employees working six (6) or more hours will receive a duty free, uninterrupted, unpaid meal period of at least one-half (.5) hour. Such time will be scheduled by the employee's immediate supervisor near to the halfway point of the tour of duty. Less than six (6)-hour employees are not entitled to a meal period; however, a meal period for employees working less than six (6) hours per day may be scheduled by mutual agreement of the employee and the District.

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

Rest Break and Meal Period Frequency		
Length of work period	Number of rest breaks required	Number of meal periods required
2 hours or less	0	0
2 hours 1 minute – 5 hours 59 minutes	1	0
6 hours	1	1
6 hours 1 minute – 10 hours	2	1

7.4 Overtime

- 7.4.1 Eligible employees shall be compensated at the rate of time and one-half (1.5) their regular rate of pay in the form of pay or compensatory (comp) time off at the mutual decision of the District and the employee for all actual hours worked in excess of forty (40) hours in any work week, but in no event shall such compensation be received twice for the same hours. The exception is when the superintendent authorizes overtime pay.

The work week will be organized from Sunday 12:00 a.m. midnight through Saturday 11:59 p.m. for accounting purposes.

- 7.4.2 Overtime shall be computed to the nearest quarter (1/4) hour. Overtime pay shall be based on the actual number of hours on duty per day. For the purpose of computing overtime, all hours an employee actually works shall be credited as time worked in computing total work period hours. If an employee is regularly assigned to more than one duty with different rates of pay, the overtime rate shall be based on the weighted average of the rates in accordance with the Oregon Bureau of Labor and Industries rules and regulations.

In the event that an employee reaches one hundred (100) hours of compensatory time, the District will initiate payment for compensatory time, thereby reducing the balance to fifty (50) hours.

- 7.4.3 In the event that a sufficient number of available, acceptable personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional personnel as are deemed necessary by the District shall be required to work overtime.
- 7.4.4 To the extent determined feasible by the District's supervisors, employees will be provided advance written notice of overtime assignments.
- 7.4.5 Employees must be permitted to use comp time within a reasonable period after requesting the time off, unless the employee's absence would unduly disrupt the operations of the District. Records of all overtime hours worked and comp time hours accrued and used must be kept by the District Business Office.

7.5 Hazardous Working Conditions

Whenever an employee believes they have been instructed to perform work under hazardous conditions, such person shall have the right to stop the work and discuss their concerns with the supervisor. After such a meeting, if the employee still contends the job to be performed is hazardous they shall immediately notify the building principal or supervisor in writing of the specific hazardous conditions. The building principal or supervisor will make a written determination regarding the employee's contention (prior to them performing the questioned task).

In the event the employee becomes aware of an unsafe condition and is conscious that it is unsafe, they shall notify their immediate supervisor promptly. An employee failing to do so may be subject to discipline.

ARTICLE 8: JOB OPENINGS/VOLUNTARY TRANSFER

- 8.1 The District will notify the Association chapter president and will post specific job openings as vacancies occur. The posting will be at the District Office, on the District website, and in all buildings where employees are working. During the summer months, the Chapter President will be notified and the posting will be at the District Office.
- 8.2 To be considered, a bargaining unit employee must apply for the vacancy in writing within the time limits stated in the announcement (the posting, including a current job description, and position will be open a minimum of five [5] working days). The District may, however, fill the position on a temporary basis prior to the announced closing date.
- 8.3 When two (2) or more members of the bargaining unit have applied for a position, documentation of work performance, special training, related experience, and District seniority will be factors considered in reviewing their request. All other things being equal, as determined by the District, first consideration will be given to district seniority.
- 8.4 Qualified employee applicants will be given an interview. If the in-district employee does not get the job, they may request a meeting or phone conversation with the Superintendent or designee to discuss why they were not chosen.
- 8.5 If an employee's performance during the first three (3) months of a voluntary transfer is judged by the District to be unsatisfactory, the employee will be returned to their former job classification at their former rate of pay.
- 8.6 An employee voluntarily transferring to a new classification may, during the first three (3) months, file a written request with the District Office to return to their former classification. The employee will be returned to an available opening in their former job classification at their former rate of pay. If an opening in their former classification is not available, the employee may request assignment in an available opening which the District determines they are qualified to perform or may be placed on the recall list in accordance with Article 9: Reduction in Force/Recall of this Agreement.

ARTICLE 9: REDUCTION IN FORCE/RECALL

- 9.1 Seniority shall be defined as the total length of service as a classified employee within the District. For accounting purposes, all authorized leave with pay shall be computed as time worked. Employees who are laid off and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of layoff.
- 9.2 A layoff shall be defined as the complete elimination of a position. Any employee suffering such a loss shall be entitled to all provisions of this Article.
- 9.3 Layoff of employees in the bargaining unit shall be on the basis of district seniority within the classification affected. The employee's classification will be first consideration for maintaining or restoring the employee position. When the most senior employee is qualified to move to a related classification or family of classification the employee will have the right to restore their hours in that family of classifications. The employee may bump only laterally or to a lower classification within the family of classifications. The employee may not bump to a higher classification within the family of classifications. Employees affected by such layoff shall receive written notice, a minimum of ten (10) working days prior to such action.
- 9.4 For the purpose of this Agreement, classification shall be defined as positions negotiated on the salary schedule as follows:

Families of Classifications Instructional Assistant

Instructional Assistant - Hearing Impaired
Instructional Assistant - Bilingual
Instructional Assistant - SPED

Instructional Assistant - Program Coordinator

Technology Assistant
Media Assistant

Office Manager
Secretary

Lead Custodian
Head Custodian
Custodian

Maintenance
Groundskeeper/Maintenance Assistant
Groundskeeper

Vocational Trainer
Community Liaison Positions (lateral positions):
Student Support Specialist and Community School Outreach Coordinator

Food Service Lead
Assistant Cook
Food Service Assistant

An employee so notified shall be allowed to return to a formerly held classification (or if the formerly held classification(s) no longer exist, to a position that the employee and the District determines the employee is qualified to perform in) provided the employee has greater district seniority than the employee in that position.

Any employee losing a position by such return shall have the same rights listed above.

9.4 Recall

- 9.4.1 Prior to hiring new employees in a classification, employees on layoff status will be given the opportunity of recall to their former classification.
- 9.4.2 Employees on layoff status shall have recall rights for only twenty-seven (27) consecutive months. Employees shall be recalled to previously held positions, or be advised of positions of possible qualification, in inverse order of layoff. An employee, who is laid off under Article 9.3, will be subject to recall into a formerly held classification, when the hours are increased to such an extent that the employee would again be eligible for participation in the health insurance program. Failure to accept the recall terminates any further recall rights to the position.
- 9.4.3 Employees on layoff status shall be obligated to advise the District's Personnel Office in writing at least once every six (6) months during the twenty-seven (27)-month layoff period, of their desire to be considered by the District for reinstatement, and the address where the District should notify them in the case of a recall.
- 9.4.4 When implementing a recall, the District shall notify laid off employees who have complied with the above by certified mail copied to the Association Chapter President and sent return receipt requested to their last address on record, except when hand-delivered in which case the employee will sign a copy as proof of receipt.
- 9.4.5 Notified employees shall have no more than seven (7) workdays from the receipt of the recall notice in which to notify the District Personnel Office of their acceptance or rejection of the offer of recall.
- 9.4.6 If the recalled employee fails to notify the District Personnel Office of their acceptance or rejection of the recall notice within the seven (7)-workday limit, or if they refuse to accept a position of equal or greater number of hours, they shall be considered for all purposes to have terminated their recall rights.
- 9.4.7 A laid off employee who accepts a recall shall have at least fourteen (14) calendar days in which to begin active employment with the District.
- 9.5 Employees on layoff, and not working due to complete job loss during the twenty-seven (27)-month layoff period, shall retain accrued seniority, but shall not accrue seniority. The insurance benefits for an employee on layoff may be retained at the employee's sole expense, if permitted by the insurance carrier, in accordance with the Consolidated Omnibus Reconciliation Act (COBRA).

ARTICLE 10: PERSONNEL RECORDS

- 10.1 No information of a disciplinary nature that reflects critically upon an employee shall be placed in that employee's personnel file without either the signature of the employee indicating that they have been shown the material or a statement by the employee's supervisor that the material has been shown and the employee has refused to sign. A copy of such material shall be furnished to the employee upon request. An employee shall have the right to attach a written statement of explanation to any material, which the employee believes to be incorrect or derogatory.
- 10.2 An employee's personnel file shall be available for inspection upon their request to the Superintendent. The Superintendent or their designee must be present when the file is inspected.
- 10.3 Material placed in the personnel file of an employee without conformity with the provisions of this Agreement will not be used by the District in any subsequent evaluation or disciplinary procedure involving the employee.
- 10.4 An employee may submit in writing a request that a document and other material will be removed from their personnel file. The Superintendent will make a final and binding decision on the matter.
- 10.5 Removal of critical materials shall be under the guidance of OAR 166-400-0050.

ARTICLE 11: PERSONNEL ACTIONS

11.1 New Hires

Placement of new hires on the salary schedule shall be by district determination based on verified past experience, training, and education.

11.2 Changes in Position Employee Promotion

An employee hired into a classification on a higher pay scale shall be compensated by moving the employee affected to the pay level in the new salary range which provides a salary level higher than they were receiving prior to the change.

11.3 Temporary Assignment

An employee temporarily assigned by the District to replace an absent employee who is in a higher compensated classification shall be considered working out of classification. Employees shall receive a 4% (four percent) wage increase for all hours working out of classification. This wage increase shall take effect on the first hour of the first day that the employee works out of classification. In order to qualify for working out of classification compensation an employee must identify the days and hours when the employee worked out of classification on their time sheet for the pay period in which the work occurred.

11.4 Voluntary Transfer Demotion

An employee voluntarily transferring to a lower classification shall be placed on the proper lower level to which the employee's years of experience in the District qualifies them. Prior to voluntary transfer the employee shall be notified of the placement and the salary they will be assigned.

11.5 Workdays

By May 30th of each school year, employees will receive notice of reasonable assurance of continued employment per ORS 332.554 which shall include their hours and anticipated number of paid days for the next fiscal year.

ARTICLE 12: RECLASSIFICATION

- 12.1 No reclassification changes that affect the Association will occur without notification to the Association to provide an opportunity to negotiate the remuneration facets.
- 12.2 The Association Chapter President shall receive copies of any changes in job descriptions that will affect the Association.
- 12.3 Classified employees who feel that their current duties are no longer accurately reflected in their current positions, may submit a request to the District to review their job descriptions and to provide written input about the changes and possible position reclassification. The Association Chapter President will be included in the reclassification request process.

ARTICLE 13: HOLIDAYS/PAID LEAVES/EXTRA PAY

13.1 Employee Types – Months per Year

Employee Types	Days per Work Agreement
Ten (10)-Month Employees	175 – 205
Eleven (11)-Month Employees	206 – 238
Twelve (12)-Month Employees	239 – 260+
Leave for employees not represented above will be prorated, and the employee will receive no less than one and one-quarter (1.25) paid days off per month worked.	

13.2 Paid Holidays

13.2.1 All classified employees shall receive the following paid holidays:

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

13.2.2 In addition to the above, all twelve (12)-month employees shall receive the following paid holidays:

Independence Day	Presidents Day
Martin Luther King Jr. Day	Juneteenth

13.2.3 An employee in the bargaining unit shall be compensated for holidays as though they have worked a regular scheduled day.

13.2.4 If an employee is required to work on an observed holiday, they shall receive the overtime rate for all hours worked in addition to their regular pay.

13.2.5 When a designated holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed.

13.3 Annual Leave – Personal and Sick Leave

13.3.1 Annual paid time off shall consist of one (1) day of Sick Leave for each month worked and three (3) days of Personal Leave per year based on each employee's yearly Work Agreement.

- a. A classified employee who works on a ten (10)-month Work Agreement shall be granted ten (10) days of Sick Leave and three (3) days of Personal Leave.
- b. A classified employee who works on an eleven (11)-month Work Agreement shall be granted eleven (11) days of Sick Leave and three (3) days of Personal Leave.
- c. A classified employee who works on a twelve (12)-month Work Agreement shall be granted twelve (12) days of Sick Leave and three (3) days of Personal Leave.

13.3.2 Personal and sick leave shall accrue the first payroll of the fiscal year and be indicated on each employee's paystub. Such leave for new hires will be prorated based on the number of days on their Work Agreement. Employees terminating before the end of their Work Agreement, who

have used more days of leave than their service days entitle them to, shall have the excess days (not earned) deducted from their final paycheck and if insufficient, the employee shall reimburse the District for the excess days paid to them.

13.3.3 When personal leave is being used, time off shall be requested at least three (3) work days in advance, and submitted to the employee's direct supervisor for approval.

13.3.4 Annually awarded sick leave may be used for reasons of injury or illness. If this sick leave is exhausted during the fiscal year, the employee may use accumulated sick leave for the purposes provided in Article 13.4.1.

Accumulated sick leave cannot be used until annually awarded sick leave is exhausted.

13.3.5 Sick leave remaining unused on June 30 will be added to the employee's accumulated sick leave balance.

13.3.6 An employee whose term of illness extends through June 30 of any given fiscal year and at that time has not used up all accumulated sick leave shall continue to receive paychecks against prior years accumulated sick leave. However, in these cases, such employee's sick leave account shall not be credited for additional hours in the new fiscal year until they have returned to work.

13.3.7 Accrued/accumulated sick leave will be communicated to PERS upon retirement as referenced in Article 20.2.5.

13.4 Accumulated Sick Leave

13.4.1 Accumulated sick leave shall be indicated on the employee's paystub. Such leave shall be recorded in hours.

Accumulated sick leave and personal leave as provided herein may be used by each bargaining unit member for personal illness or injury and for the care of a family member as defined by state and federal law: spouse; parents; parents-in-law; children; children in loco parentis; brothers; sisters; grandparents; grandchildren; step parents; step children; foster parents; foster children; guardianship relationships; same and opposite sex domestic partners; and spouses or domestic partners of the aforementioned, or as provided in current OFLA and FMLA regulations.

One (1) day of accumulated sick leave will consist of the number of hours listed in the hours per day of the Work Agreement. Employees must use accumulated paid leave when taking qualifying leave under the Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA) before using unpaid leave.

In the case of the death of an employee, unused accumulated sick leave days shall be used in the computation of the retirement days in accordance with Public

Employee Retirement System (PERS) policy. Such resulting benefits will be granted to the heirs.

It is also understood that unused accumulated sick leave of an employee will be used in the computation of retirement benefits as provided by PERS regulations.

13.4.2 Three (3) additional days of sick leave shall be awarded for serious illness, as confirmed by a physician.

13.4.3 Classified employees who have used thirty-two (32) hours or less of sick leave during the contract year will be granted twelve (12) hours additional sick leave to be posted prior to the first work day of the next contract year. This benefit is based on the employee's current daily assigned hours.

For example, an eight (8)-hour per day employee who was absent thirty-two (32) hours (four [4] days) or less would be granted twelve (12) additional hours or one and one-half (1.5) days. A four (4)-hour per day employee who was absent sixteen (16) hours (four [4] days) or less would be granted an additional six (6) hours or one and one-half (1.5) of their assigned days.

13.5 Shared Sick Leave Bank

The Shared Sick Leave Bank shall be administered by the Association as detailed in Appendix A.

13.6 Bereavement Leave

An employee in the bargaining unit shall have available five (5) paid bereavement leave days per fiscal year. In the event of the death of a spouse, five (5) days will be granted regardless of prior use. However, bereavement leave for the fiscal year in no case shall exceed ten (10) days. Bereavement leave shall not be accumulative.

An employee on bereavement leave shall receive compensation as though that employee worked a normal shift for that period. All other benefits shall also continue for the period of the leave. Bereavement leave shall be available for the death of a member of the employee's immediate family, defined as: employee's spouse/domestic partner, parent, child, legal guardian, son-in-law, daughter-in-law, brother, sister, grandchild, grandparents and parents of the spouse, brother-in-law and sister-in-law, or as provided in the current OFLA and FMLA regulations.

Up to three (3) days of paid bereavement leave shall be granted for other family members: aunt, uncle, cousin, niece and nephew.

Accumulated sick leave use shall be allowed for bereavement leave according to Oregon and federal leave laws. Employees must use accumulated paid leave when taking qualifying leave under the Oregon Family Leave Act (OFLA) before the use of unpaid leave.

13.7 Vacation

13.7.1 Vacation time will be earned by twelve (12)-month classified employees only. The School District's regular fiscal year (July 1 through June 30) shall be the basis for determining paid vacation. Twelve (12)-month employees working less than eight (8) hours per day will earn a proration of vacation time.

13.7.2 Vacation time earned by an employee in the bargaining unit shall be granted as indicated in the following schedule:

Months of Service	Vacation Hours Earned per Month
0 to 60	7.0
61 to 120	10.0
121 to 180	13.5
181 to 240	14.5
241 or more	15.5

13.7.3 All employees will take their vacation during the non-school months of June, July and August as

approved by their supervisor. Employees may make application to the District for vacation time other than June, July and August in cases of special circumstances.

13.7.4 In the event an employee accumulates one hundred (100) hours of vacation, the District will initiate payment for vacation time during the June payroll, thereby reducing the balance to fifty (50) hours. Any accumulation of vacation time shall be compensated for if a termination from the District occurs.

13.8 Legally Obligated Leave

Temporary military service, jury duty, or appearances in response to a subpoena before a court, committee or other judicial body by an employee for matters of importance to the District, will be granted provided the District salary paid to said employee shall be reduced by an amount equal to the compensation fee received by this employee. Increase in District salary schedule, accrued sick leave benefits and vacation time will be observed and maintained during this leave.

13.9 Workers' Compensation

Accumulated Sick Leave, Personal Leave, Vacation, or Compensatory Time may be used to supplement a loss of income associated with a job injury or condition covered and approved by Workers' Compensation, provided however, that such use is consistent with State law and that the combination of Workers' Compensation and the use of leave does not exceed the total compensation that the employee would normally receive in monthly salary. When a job-related injury has caused the exhaustion of all accumulated sick leave, an extended leave shall be allowed for as long as the employee is unable to perform the duties of the District. Such leave shall be without compensation. The employee shall receive insurance benefits for the extended leave period according to state and federal law. Extended leave will begin when all accumulated sick leave is exhausted or when the employee makes a written request to not use accumulated sick leave.

13.10 Long-Term and Short-Term Leave Without Pay

Long-Term Leave Without Pay

An employee may be allowed leave without pay upon request and with the approval of the District for a duration of not more than twelve (12) months. An employee on leave without pay shall, at the end of such leave, be returned to a position in the District similar to the one held prior to the leave. Increase in compensation that went into effect during the time the employee was on leave without pay shall be applied to the employee's compensation upon returning from leave. Prior accrued sick leave and vacation time will be maintained. Leave without pay shall apply to: military leave, election or appointment to office or legislature, religious convictions, maternity leave, unusual conditions and educational leave.

Short-Term Leave Without Pay

With prior approval of the superintendent or designee, unpaid time may be taken providing all paid status days have been used. This includes compensatory time, vacation and personal leave.

13.11 Call Back Pay

An employee in the bargaining unit called back to work after having completed a scheduled shift, or on a scheduled day off, shall be guaranteed a minimum of pay equal to two (2) hours at the straight time rate of the employee's regular rate of pay. Scheduled overtime is not a call back.

13.12 Show-up Pay Inclement Weather

It is the employee's responsibility to be aware of school closure announcements on FlashAlert or by other notification. Employees who show up on an announced/broadcast closure day will not be entitled to show-up pay, provided such announcement is broadcast by 6:30 a.m. on the day of the closure, and this is prior to their regular reporting time.

13.12.1 When emergency conditions indicate the necessity of school closure for students, generally, all classified employees are not required to report for duty.

Announcements not to report for duty on local radio stations, FlashAlert or phone calls to the employees shall constitute notification by the Superintendent or designee, unless the District has established a standing order requiring employees in certain classifications or other identified employees to report for duty regardless of announcements to the contrary.

13.12.2 Reporting Time

When schools are closed for students due to weather or other emergency conditions and classified employees are required to report to work at their regular time, the pay of full-time employees will not be reduced and charges will not be made to personal leave or vacation if the employees report to work no later than one (1) hour after their regularly scheduled reporting time. Part-time employees (persons who work less than eight [8] hours per day) will be paid only for time worked.

13.12.3 Show-Up Pay

Employees whose time for reporting for duty is before first notification is made not to report to work and who, in fact, report to work, will be paid one-half (.5) of their normal work schedule or two (2) hours, whichever is greater, at the employee's rate of pay.

13.12.4 Notice from Employees

When conditions are such that it is impossible for an employee to reach their assigned work location, the employee shall notify their principal or immediate supervisor.

13.12.5 Hazardous Reporting Conditions

When the District deems conditions to be so hazardous that the District does not require employees, other than certain employees designated to handle special or emergency assignments, to report for work or the District delays the opening of schools, employees assigned to special or emergency duty shall be compensated at the rate of one and one-half (1.5) times that employee's regular rate of pay for all hours worked. If budgeted funds are not available, employees shall be granted compensatory time off at not less than one and one-half (1.5) times for all hours worked. The scheduling, the nature of the assignments of the employees required to report and compensatory time off shall be established by the District.

13.12.6 Emergency School Closure

If District schools and facilities are closed during the employees' work year due to emergency conditions, and the District will not be making up a school day, employees will have the following options listed below in a - e:

- a. report for work if the District determines work is available, or
- b. take a paid vacation day, or

- c. take a paid personal day, or
- d. use compensatory time, or
- e. take unpaid leave (pay deduction), or
- f. with the District/supervisor's approval, the day may be scheduled and worked at a later time.

If the District makes the decision to make-up the lost school days due to emergency closure, employees will have the choice to : 1) be paid additional hours for working the make-up day(s), or 2) have their leave time credited back to them. Should this occur, employees shall communicate their choice to the District.

13.12.7 Make-up Days

In the event that the District indicates that an emergency closure day will be made up later in the school year, less than full year employees will not utilize leave or work other hours and will instead enter on their timecard and get paid for their time worked on the make-up day.

In the event of lost days for emergency closure, the District shall provide notice to employees at least ten (10) school days prior to scheduled make-up days.

13.12.8 Involuntary Absence Due to Quarantine or Other Health Emergency

In the event of any of the following circumstances, an employee will be deemed to have an excused absence, and an employee shall be allowed to use any available leave or schedule replacement work hours to cover the absence.

- a. a local, state, and/or federal health authority determines that the presence of an employee in the workplace would jeopardize the health of others;
- b. a licensed medical provider (including but not limited to physicians and licensed physician assistants) determines that the presence of an employee in the workplace would jeopardize the health of others;
- c. the employer elects to close any or all of its operations due to concerns for the health of its workforce, other members of the community, or both;
- d. the employer elects to send an employee home out of concern that the employee's continued presence in the workplace could jeopardize the health of others; or
- e. an order by a public official closing any or all of the employer's operations due to concerns for the health of its workforce, other members of the community, or both, including but not limited to a public health emergency.

13.12.9 Teleworking

In the event of one of the occurrences listed in 13.12.8. the District may offer teleworking options and work with employees on an individual basis to determine what, if any, accommodations may be provided.

If teleworking is offered, the supervisor will issue the employee expectations for the telework based on that employee's job duties.

13.13 Mileage/Expenses/Staff Development

13.13.1 Mileage

The District shall reimburse members of the bargaining unit at the IRS rate for the use of the employee's privately owned vehicle for approved district related use. In lieu of the IRS rate, members of the bargaining unit who use their vehicle for in-district business an average of less than two (2) miles per workday will receive a monthly amount of twenty- five dollars (\$25) per month. Members of the bargaining unit who use their vehicle for an average of more than two (2) miles per workday will receive a monthly amount of forty dollars (\$40) per month. Prior to receiving the monthly amount, the Building Principal will put in writing to the District Office the daily miles. The employee will be responsible for maintaining proper records for tax purposes. If a District car is available at the worksite and bargaining unit members elect not to use it, they will be reimbursed at the IRS per mile rate for in-district use of their vehicles.

13.13.2 Expenses

The District will reimburse members of the bargaining unit up to one hundred dollars (\$100) per day for the expenses of meals (meals will be reimbursed only when the activity involves an overnight stay or when part of the registration for the conference, training, etc.) and lodging for District business or staff development activities approved in advance. The District will pay conferences and/or workshop registration fees (provided they are approved in advance). Reimbursement must be requisitioned and receipts attached and within thirty (30) days of the date they were incurred. Employees are encouraged to initiate requests for activities through their supervisors.

13.13.3 21st Century School Council

The District shall provide compensation to classified staff for 21st Century School Council: school site committee activities that occur beyond their scheduled workday, at the Program Coordinator base rate. Compensation is exclusively for the duly elected Classified Representatives (maximum two [2]) for each school.

ARTICLE 14: PROBATIONARY EMPLOYEES

- 14.1 Newly hired classified employees shall serve a probationary period of six (6) months of employment. After three (3) months of continuous service in a classification, a probationary employee will receive a written evaluation that will include areas of necessary improvement.
- 14.2 During the period of probation, employees shall be at-will employees with no expectation of continued employment and no property right for whatever purpose(s) for their job.
- 14.3 Probationary employees shall be bargaining unit members and will be covered by all provisions of the Agreement except Articles 9, 15 and 20.
- 14.4 At any time prior to completion of the probationary period, the District may terminate the employee for just cause. For purposes of the probationary period, just cause is defined as:
- a. The employee has failed to perform satisfactory work or violated a district policy, regulation, work rule, standard of performance, or other legitimate expectations.
 - b. The district's policy, regulation, work rule, standard of performance, or legitimate expectation was reasonably related to the work being performed.
 - c. The district met with the employee, informed the employee of its concerns and provided the opportunity for the employee to respond.
 - d. Based on the district's investigation including its meeting with the employee, the district believes that more likely than not the employee failed to perform satisfactory work or violated a district policy, regulation, work rule, standard of performance, or other legitimate expectation of the district.
- The district's decision to terminate was reasonable given the information available to the district.

ARTICLE 15: DISCIPLINE/DISMISSAL

15.1 Discipline

Employees will be disciplined or discharged only for just cause.

Employees shall have the right to representation during all investigation interviews where the employee reasonably believes that they may be subject to disciplinary action as a result of the findings of the interview.

15.1.1 Disciplinary actions shall include but not be limited to the following:

- Oral reprimand
- Written reprimand
- Suspension (without pay; notice to be given in writing)
- Demotion
- Dismissal (provided due process is shown)

15.1.2 Disciplinary action may be imposed upon an employee only for failing to fulfill their responsibilities as an employee of the District.

15.1.3 In the event the employee feels they were unfairly or unduly disciplined, the employee may write a response to be placed in the personnel file and request a meeting between the supervisor and the employee. The employee may discuss the disciplinary action with the Building Principal.

15.1.4 If the District has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

15.2 Dismissal

15.2.1 The District reserves the right to dismiss an employee. Valid reasons include, but are not limited to:

1. The conviction of a felony.
2. The creation of a hazardous condition.
3. The failure to satisfactorily complete the plan of improvement.
4. The commission of flagrant misconduct against the District or involving a student of the District.

15.2.2 Prior to dismissal action in Article 15.2.1, items 2 and 3, the employee shall have received a formal evaluation, which will include a plan of improvement and a time line for review. Immediate termination is a District right in Article 15.2.1, items 1 and 4.

15.3 Administrative Leave During Investigation

The superintendent may, when in their opinion it is in the best interest of the District, place an employee on paid Administrative Leave in order to conduct an investigation. The employee will first be provided with a notice of the allegations, as they may be known, which give rise to the need for an investigation. Every effort will be made to conduct the investigation within forty-five (45) days. If more time is required, the Superintendent will notify the Association giving a probable date of completion. Criminal investigations will be conducted according to law and are not subject to this Article or provisions of the

Agreement.

If the employee has been placed on paid Administrative Leave and is cleared of the allegations, the employee will be immediately reinstated.

ARTICLE 16: GRIEVANCE PROCEDURE

- 16.1 A grievance is defined as any question, complaint or controversy between an employee or a number of employees and/or the Association “grievant(s)” and the Board involving:
- 16.1.1 An alleged violation of contract provisions.
- 16.2 Guidelines
- 16.2.1 The grievant must be present at all stages in this procedure. The grievant may be assisted at the informal step, and represented at all formal steps of the grievance procedure by an association representative.
- 16.2.2 Failure by the District at any step of this procedure to communicate a written response within the specified time limits shall permit the grievant to proceed to the next step. Failure by the grievant at any step of this procedure to appeal a district response to the next step within the time limits shall be deemed acceptance of the District's decision rendered at the prior step.
- 16.2.3 The grievant shall invoke and exhaust this grievance procedure before they resort to any other legal remedies.
- 16.2.4 In order to be cognizable, a grievance must be initiated at the informal step within fifteen (15) calendar days of the cause for the grievance.
- 16.2.5 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the grievant, but nothing would preclude any necessary documentation or outcome/resolution being placed in the employee's file.
- 16.2.6 It is understood that any time limits provided in the grievance procedure may be extended only by written agreement of the District and the Association. The parties shall respond to any request for timeline extension prior to the timeline expiration.
- 16.2.7 Failure by the District to respond to a grievance within the specified time limit shall not in itself constitute basis for a grievance.
- 16.2.8 All formal grievances must be submitted on the Association's grievance form. Any substitute of this form will not be recognized.
- 16.2.9 A grievant may process a grievance during their normal working hours with notification to the grievant's supervisor. Processing a grievance includes meetings or conferences between district management and the grievant.
- 16.3 Procedural Steps
- 16.3.1 **Informal Step:** The grievant(s) shall arrange for an appointment and meet with their immediate supervisor in an attempt to resolve the grievance in an informal fashion. Following such a meeting, the District will respond in writing within ten (10) calendar days.
- 16.3.2 **Formal Step 1:** If, in the judgment of the grievant, the grievance remains unresolved after the informal meeting with the supervisor, the grievant may, within ten (10) calendar days after the

informal meeting response, file the written grievance with the building principal or department administrator on the Association's grievance form.

A meeting between the grievant, association representative, and the principal or department administrator will be at a time mutually agreed to in order to discuss and, if possible, resolve the written grievance. This meeting will be held within ten (10) calendar days from the principal or department administrator's receipt of the written grievance, and the principal or department administrator's written response will be given to the grievant within ten (10) calendar days thereafter. If the parties mutually agree that no meeting is needed, the principal or department administrator shall respond to the grievant and the Association in writing to the Step 1 written grievance within ten (10) calendar days of its receipt.

- 16.3.3 **Formal Step 2:** If the grievance remains unresolved in the judgment of the grievant, the grievant and the Association may, within ten (10) calendar days after receipt of the principal or department administrator's response, submit the written grievance to the Superintendent or their designee. The Superintendent will meet with the grievant and the Association, unless it is mutually agreed that a meeting is not needed. If a meeting is held, it will be held within ten (10) calendar days of the receipt of the timely submitted grievance; the written response of the Superintendent shall then be given to the grievant and the Association within ten (10) calendar days after that meeting. If no meeting is held, the written response of the Superintendent shall be given to the grievant and the Association within ten (10) calendar days after the receipt of the Step 2 written grievance.
- 16.3.4 **Formal Step 3:** If the superintendent's decision is unsatisfactory to the aggrieved and the Association, they may appeal in writing to the School Board within ten (10) calendar days of receipt of the decision. The School District Board of Directors will notify all official parties of a hearing to be held within twenty (20) calendar days of the receipt of appeal or at the next Board meeting. The Board of Directors shall hear arguments of the superintendent and of the aggrieved. At the written request of the aggrieved, the hearing before the school board shall be a public hearing. The Board of Directors shall render a decision in writing to all official parties within ten (10) calendar days of the Board hearing.
- 16.3.5 **Formal Step 4:** If the aggrieved is not satisfied with the school board's decision, then within ten (10) calendar days the grievance may be moved to Arbitration. If Arbitration is selected, the Arbitrator's decision shall be binding. The Association and the District shall share all costs of Arbitration equally.

ARTICLE 17: EVALUATION

- 17.1 Each classified employee will be evaluated by the building principal or the Superintendent's designee each year. An employee who does not receive an evaluation prior to May 30, will be considered to be meeting all the standards. Evaluation may not be completed by members of their own or other bargaining units.

ARTICLE 18: PERSONNEL POLICIES

- 18.1 The Association Chapter President will be furnished with a copy of all proposed additions, deletions, and changes to personnel policy at least ten (10) working days prior to adoption. Nothing is intended to prohibit the Association from requesting consideration for changes in current policy or addition of new policy. Each classified employee will be evaluated by the building principal or the Superintendent.

ARTICLE 19: JOINT LABOR/MANAGEMENT COMMITTEE

- 19.1 Purpose - The Joint Labor/Management Committee (JLMC) is established to promote a partnership between the Association and the Administration. The parties commit to address issues and concerns at their earliest stage. The JLMC's goal is to examine all points of view, to reach understanding, and to solve problems collaboratively.
- 19.2 Topics - The JLMC may address all issues, except active grievances and matters that would challenge existing contract language.
- 19.3 Membership - The JLMC will be composed of two (2) individuals appointed by the Administration and two (2) individuals appointed by the Association. Each party will determine whether it's JLMC appointments are for the fixed-term or ongoing membership, and agree that, in normal circumstances, only one (1) member from each party will leave the committee in any given school year.
- 19.4 Meetings - The JLMC will meet on a regular basis for up to two (2) hours per month. Additional time will be arranged upon mutual agreement.
- 19.5 Observation of Meetings - The JLMC meetings will be open for observation by any district employee, district representative, or association representative.
- 19.6 Compensation - In order to attend meetings, classified committee members will be allowed two (2) hours of paid time per month.
- 19.7 Operating Agreements - The JLMC will develop and maintain its operation agreements, including; (i) Agenda development; (ii) Meeting times, locations, frequency and duration; (iii) Record-Keeping; (iv) Ground rules supported by Administration and the Association; (v) Process by which affected employees and/or supervisors raise issues; (vi) Format for issue discussion and decision-making; (vii) Communication with/to Administration and the Association; (viii) Mechanism for Addressing unresolved issues; and (ix) Monitoring and evaluation of process.

ARTICLE 20: RETIRED CLASSIFIED EMPLOYEES

The District has the right to hire PERS-retired classified employees. A classified employee who retires from the District and is then rehired shall be a member of the bargaining unit.

There are two (2) categories of post-retirement employment for classified employees who have retired from the Jefferson School District and are PERS-retired:

- 20.1 Employees who choose to retire during the current work year, may be rehired to finish the current year under the following conditions: If the District requests, and the employee is willing to remain in their position, they may continue to work as a limited term employee at their current salary and benefits through June 30 of that work year. No PERS payments will be made by the District.
- 20.2 District retired employees who are hired into any position after the work year in which the employee retired from the District will have the following rights:
 - 20.2.1 The employee is part of the bargaining unit but without seniority.
 - 20.2.2 The employee will continue to receive the same hourly wage as at the time of retirement, and if eligible, shall qualify for insurance.
 - 20.2.3 No vacation, personal leave, seniority, holiday pay will be earned, nor will lay off or recall rights apply.
 - 20.2.4 The District will not be obligated to forward payments to the Oregon Public Employees Retirement System (PERS) for the reemployed unit member who is already drawing PERS benefits.
 - 20.2.5 Any accrued sick leave will be communicated to PERS upon retirement, and no accrued sick leave will be carried over. Employees will accrue one (1) day of sick leave per month for each month worked after retirement.
- 20.3 It is the employee's responsibility to maintain records and ensure compliance with all PERS regulations. If an employee exceeds the number of PERS-allowable hours, the employee will be responsible for any costs or penalties incurred.

ARTICLE 21: CONTRACTING OUT

- 21.1 When the District determines it may be necessary to subcontract work which is currently and exclusively performed by employees in the bargaining unit, the District shall first notify the Chapter's Field Representative and President of such determination in writing. This initial notification, on the date it is received by the Association, will mark the beginning of a sixty (60) calendar day pre-bargaining study period during which the District and the Association will meet at mutually agreeable times to discuss the effects of the alternatives to such district subcontracting.
- 21.2 During this period, the District will conduct a study of feasibility and practicality of this specific issue, and upon completion, provide a copy of the study to the Association and upon request, provide the Association with any other available information needed to assess the issue. The District shall not proceed with subcontracting prior to completion of the study period.
- 21.3 If after the sixty (60) day study period the District elects to proceed with contracting out, it will notify the Chapter's Field Representative and President in writing. Within fourteen (14) days of receipt of this notice, the Association may demand to bargain over the decision and impact of subcontracting pursuant to ORS 243.698.

ARTICLE 22: SALARY/INSURANCE

22.1 Salary

22.1.1 Salary Schedule

Effective July 1, 2024, classified wages shall be increased by one percent (1%).

22.1.2 Step Advancement

There will be no step advancement for the 2024-25 school year.

22.1.3 No Loss

No employee will suffer a loss as a result of this Agreement.

22.2 Longevity Pay

Upon completion of ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of service, employees will receive a one-time payment equal to one percent (1%) of their annual salary. Payments will be made on the nearest payday period after completion.

22.3 Bilingual Stipend

Classified employees who are designated by their principal/administrator to perform bilingual interpreting and translation services shall receive a bilingual stipend for a minimum of one (1) hour at the rate of two dollars thirty-eight cents (\$2.38) added to their hourly rate of pay for that one (1) hour.

Those classified employees designated to receive the bilingual stipend will track their actual time spent providing this service and will work with their principal/administrator regarding any additional stipend hours that need to be added to their regular workday over the one (1) hour of stipend awarded.

22.4 Tax Sheltered Annuity (TSA)

Classified employees will have the option of participating in a Tax Sheltered Annuity (TSA) program in which the District will match up to fifty-five dollars (\$55.00) per month. Insurance eligibility is not mandatory for these employees.

22.5 Insurance

For the term of this Agreement the District shall contribute for each eligible employee the bargaining unit family health, dental, vision, life insurance, and long-term disability insurance in the amounts listed below.

22.5.1 Effective October 1, 2024, the employer contribution (insurance cap) shall be one thousand five hundred twenty-five dollars (\$1525.00) per month.

22.5.2 Should any other bargaining unit bargain a larger insurance cap during the term of this Agreement, the District will increase the classified cap to an equal amount.

22.5.3 The District contribution for insurance shall be prorated according to the following schedule:

District Insurance Contribution/Prorate		
FTE	Hours	Contribution
.81 – 1.0	6.5 – 8	100%
.63 – .80	5 – 6.49	75%
.5 – .62	4 – 4.99	50%

22.5.4 An employee whose regular assignment is less than four (4) hours and who assumes additional hours, shall become eligible for insurance when the average hours become four (4) hours or more for the work agreement.

The District and the Association will explore insurance options including opt-out and salary adjustment options.

22.5.5 For the purpose of this Article, family shall be defined according to the guidelines of the insurance carrier.

22.5.6 The employee may opt for a Managed Care Plan, if available.

22.5.7 For those employees who choose an insurance plan that falls below the employer contribution, the difference shall be distributed as follows:

Employees choosing a Health Savings Account (HSA) eligible medical, dental and vision plan, ninety percent (90%) of the difference shall be deposited into their HSA account, up to the maximum amount allowed by law.

Employees choosing a traditional medical, dental and vision insurance plan, ninety percent (90%) of the difference shall be contributed to a Section 125 account, up to the maximum amount allowed by law.

22.6 PERS Pickup

The district agrees to pick up the 6% employee portion of PERS beginning with the January 2025 paycheck.

ARTICLE 23: CONTRACT AGREEMENT/SIGNATURES

23.1 Duration

This Agreement takes effect July 1, 2024, and remains in effect through June 30, 2027. The parties agree to re-open the contract in year two (2), for the limited purpose of salary and insurance benefits. The Agreement will continue thereafter from year to year unless one (1) or both parties files written notice with the other party of its desire to terminate, amend, or modify the Agreement prior to the expiration date, or any subsequent year expiration date.

23.2 Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully and correctly set forth in this Agreement.

Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, covered by this Agreement.

The Board recognizes its statutory obligation to notify the Association and to bargain, upon timely request, any unilateral change in a mandatory subject of bargaining under procedures contained in ORS 243.698.


23.3 Ratification

This Agreement represents the tentative agreement negotiated and reached by the parties which was ratified by the Association on and by the Board on.

In witness whereof, the parties hereby affix their signatures.


Crystal Comstock
OSEA Chapter 141 President


10/29/24
Date


Dawn Moorefield
Jefferson SD No. 14J Superintendent

10.29.24
Date


Gabe Ortega
OSEA Field Representative

10/31/24
Date


Teri Mitchell
Jefferson SD No. 14J School Board Chair

10/28/24
Date

APPENDIX A-1
OSEA Jefferson Chapter 141 and Jefferson SD 14J
Classified Shared Sick Leave Bank
Guidelines

PURPOSE

The purpose of the Shared Sick Leave Bank (SSLB) shall be to provide up to twenty (20) work days in a fiscal year of additional paid sick leave days to members should a long-term serious personal health condition cause a member to exhaust their available accrued compensatory time and paid leave days (sick, personal, vacation) and any other district- provided income replacement, Workers' Compensation, short and long-term disability, Paid Leave Oregon, or PERS disability income.

A long-term serious personal health condition is defined as an extraordinary or severe illness, injury, impairment or physical or mental condition which causes the employee to take extended leave of at least five (5) consecutive contracted work days. Normal pregnancy and elective surgery is excluded from this definition.

MEMBERSHIP

- The Shared Sick Leave Bank (SSLB) is a voluntary program for members of the bargaining unit and only participating members shall benefit.
- New members may join upon completion of a SSLB transfer authorization form within thirty (30) days of the time of initial district hire or during the open enrollment period (October 1 - October 31) of each year. Enrollment is required each October in order to continue participation in the SSLB.
- Upon enrollment, a bargaining unit member must donate at least one (1) sick leave day and then at least an additional one (1) sick leave day annually during open enrollment in October.
- SSLB members may voluntarily donate up to three (3) additional sick leave days annually during the October open enrollment or within thirty (30) days of becoming newly employed.
- Donated sick leave days will be based on the number of hours per day assigned as shown on the employee's Work Agreement.
- Bargaining unit members who decline to join shall forfeit their right to participate in the program until the next October open enrollment period at which time they may enroll and participate.

QUALIFICATIONS

For a member of the Shared Sick Leave Bank to be eligible to request and access bank days, the member must have:

- An extended leave of at least five (5) consecutive contracted work days duration due to a long-term serious personal health condition that causes the employee to be in unpaid leave status prior to the end of that extended leave period.
- Used all individually available accrued compensatory time, paid leave days (personal, sick, vacation), and any other district-provided income replacement, Workers' Compensation, short and long-term disability, Paid Leave Oregon, or PERS disability income.
- Not previously exceeded the maximum twenty (20) days allowed in the same fiscal year.

SHARED SICK LEAVE BANK CONTRIBUTIONS

- Upon enrollment, a bargaining unit member must donate at least one (1) sick leave day and then at least

an additional one (1) sick leave day annually during open enrollment in October. Members must reenroll each October to continue participation.

- SSLB members may voluntarily donate up to three (3) additional sick leave days annually during the October open enrollment or within thirty (30) days of becoming newly employed.
- All sick leave days contributed to the Shared Sick Leave Bank shall be deducted by the District from the contributor's sick leave balance at the time of contribution. Such contributions are irrevocable and shall remain in the bank.

PROCESS FOR REQUESTING ACCESS TO SHARED SICK LEAVE BANK DAYS

To request access to sick leave bank days:

- The member or, in the event of the member's incapacitation, the member's representative, (spouse, domestic partner, child or parent) must submit a completed SSLB request form to the Shared Sick Leave Bank Committee for consideration.
- A member must have used all individually available accrued compensatory time, paid leave days (personal, sick, vacation), and any other district-provided income replacement, Workers' Compensation, short and long-term disability, Paid Leave Oregon, or PERS disability income.
- Provide and attach to the request, a physician's statement that indicates the dates for which the member is unable to perform their assigned job duties due to a long-term serious personal health condition, and the anticipated date of return to work.

SHARED SICK LEAVE BANK COMMITTEE

- The Shared Sick Leave Bank will be monitored by a governing committee, which shall be comprised of at least three (3) participating members, selected by the classified bargaining unit.
- Should the Shared Sick Leave Bank become depleted of contributed days, the Shared Sick Leave Bank Committee, at its discretion, may
 - request from participating members a contribution of one (1) additional day
 - open enrollment to the entire bargaining unit
 - suspend operation of the bank until the next fiscal year
- When a request is submitted by a member (or their representative) by way of the SSLB access request form, the SSLB Committee will meet in a timely manner to determine whether the member qualifies.
 - If the member qualifies, the Committee will award the member the number of sick leave days deemed appropriate up to twenty (20) days maximum in the same fiscal year, and request the District include those paid days in the next payroll cycle whenever possible.
 - If the member does not qualify, the Committee will notify the member and the District in writing that the request has been denied, and the reason for the denial.
 - Decisions of the SSLB Committee will be provided within two (2) weeks of request.
 - All decisions of the SSLB Committee are final.
- Should a SSLB member be granted sick leave in excess of what is actually needed; the remainder of the unused days will revert back to the Shared Sick Leave Bank.
- No rights guaranteed by the Family Medical Leave Act (FMLA) or the Oregon Family Leave Act (OFLA) are affected by participation in the Shared Sick Leave Bank program.

APPENDIX A-2
OSEA Jefferson Chapter 141 and Jefferson SD 14J
Classified Shared Sick Leave Bank
Enrollment Form

The Shared Sick Leave Bank (SSLB) is intended to provide participating bargaining unit members additional paid sick leave days should a physician verified, long-term serious personal health condition exhaust the employee's accrued compensatory time and paid leave days (personal, sick, vacation) and any other district-provided income replacement, Workers' Compensation, short or long-term disability, Paid Leave Oregon, or PERS disability income.

To participate in the SSLB, classified bargaining unit members may join upon completion of a **SSLB transfer authorization form** within thirty (30) days of the time of initial District hire or during the open enrollment period (October 1 - October 31) of each year. Members must reenroll each October to continue participation.

Upon enrollment, a bargaining unit member is required to donate at least one (1) sick leave day and then at least one (1) additional sick leave day annually during open enrollment in October. In addition, SSLB members may voluntarily donate up to three (3) more sick leave days annually during open enrollment or within thirty (30) days of becoming newly employed.

Donated sick leave days will be based on the number of hours assigned per day listed on the work agreement.

Access to Shared Sick Leave Bank days is subject to the guidelines contained in Appendix A of the OSEA Jefferson Chapter 141 Collective Bargaining Agreement and allocations are facilitated through the SSLB Committee.

Bargaining unit members who decline to join, forfeit their right to participate in the program until the next open enrollment period in October at which time they may enroll and participate.

Classified Shared Sick Leave Bank Enrollment – Sick Leave Transfer Authorization

(Submit this form to Payroll)

The Shared Sick Leave Bank (SSLB) is provided by OSEA Jefferson Chapter 141 and Jefferson SD 14J and in accordance with the guidelines contained within Appendix A of the parties' collective bargaining agreement. Following enrollment, SSLB participants are required to reenroll and donate one day of sick leave in October each year. Donated sick leave days will be based on the number of hours assigned per day listed on the work agreement.

To Enroll: Check the appropriate item(s), and provide your name, signature and date below.

_____ I authorize the transfer of one (1) sick leave day based on my regular hours per day for the current school year to the Shared Sick Leave Bank.

_____ I authorize the transfer of one (1) additional day for a total of two (2) sick leave days based on my regular hours per day for the current school year to the Shared Sick Leave Bank.

_____ I authorize transfer of two (2) additional days for a total of three (3) sick leave days based on my regular hours per day for the current school year to the Shared Sick Leave Bank.

_____ I authorize the transfer of three (3) additional days for a total of four (4) sick leave days based on my regular hours per day for the current school year to the Shared Sick Leave Bank.

Print name _____ Signature _____ Date _____

APPENDIX A-3
OSEA Jefferson Chapter 141 and Jefferson SD 14J
Classified Shared Sick Leave Bank
Access Request Form

Name: _____

Date: _____

Position/Work Site: _____

Hours/Day: _____

Initial each item below to verify, complete all information requested and attach your physician's statement.

_____ I am a member in good standing in the classified Shared Sick Leave Bank (SSLB).

_____ I have experienced a long-term serious personal health condition as defined by the SSLB guidelines that has caused me to take an extended leave of at least five (5) consecutive contracted work days from (date) _____ to (date) _____.

_____ I have used all my individually accrued compensatory time, paid leave (personal, sick, vacation) days which has left me in unpaid leave status prior to the end of the extended leave period as indicated above.

_____ I am not eligible for any district-provided, Workers' Compensation, short or long-term disability, Paid Leave Oregon, or PERS disability income replacement.

_____ I have previously requested and been awarded _____ (# of days awarded – if none, enter -0-) during this fiscal year (July 1 - June 30).

_____ Attached is a physician's statement indicating that I am unable to perform my assigned duties due to a long-term serious personal health condition with the anticipated date of my return to work.

_____ I give permission for the Jefferson Chapter President to access my leave balance information to verify eligibility for Shared Sick Leave Bank use.

(Signature of SSLB member or family representative)

(Date)

Submit this completed form to the Jefferson chapter president. The SSLB committee will meet to determine the number of days awarded. Please allow two (2) weeks for the response.

APPENDIX B-1 SALARY SCHEDULE

2024-25

1% COLA increase on 2023-24 base wages; Inst Asst, Inst Asst-SPED, and Food Service Asst adjusted steps for minimum wage

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Secretary	\$15.90	\$16.61	\$17.36	\$18.15	\$18.97	\$19.82	\$20.71	\$21.17	\$21.65	\$22.14
Office Manager	\$17.40	\$18.19	\$19.01	\$19.86	\$20.76	\$21.68	\$22.66	\$23.17	\$23.69	\$24.23
Inst Asst	\$15.23	\$15.92	\$16.63	\$17.38	\$18.16	\$18.98	\$19.40	\$19.85	\$20.29	\$20.75
Inst Asst-Bilingual	\$17.11	\$17.88	\$18.69	\$19.52	\$20.40	\$21.32	\$22.28	\$22.79	\$23.29	\$23.82
Inst Asst - SPED	\$15.52	\$16.22	\$16.96	\$17.72	\$18.51	\$19.35	\$19.79	\$20.23	\$20.68	\$21.15
Inst Asst - Program Coord	\$15.43	\$16.13	\$16.86	\$17.61	\$18.40	\$19.23	\$20.10	\$20.55	\$21.02	\$21.48
Media Asst	\$15.10	\$15.78	\$16.48	\$17.23	\$18.00	\$18.82	\$19.66	\$20.10	\$20.55	\$21.02
Vocational Trainer	\$20.20	\$21.11	\$22.06	\$23.05	\$24.09	\$25.17	\$26.30	\$26.90	\$27.50	\$28.12
Hearing Impaired Asst	\$20.20	\$21.11	\$22.06	\$23.05	\$24.09	\$25.17	\$26.30	\$26.90	\$27.50	\$28.12
Custodian	\$17.08	\$17.85	\$18.64	\$19.48	\$20.36	\$21.28	\$22.24	\$22.74	\$23.25	\$23.78
Grounds	\$18.96	\$19.81	\$20.71	\$21.63	\$22.60	\$23.62	\$24.68	\$25.24	\$25.82	\$26.39
Maintenance	\$19.73	\$20.61	\$21.54	\$22.51	\$23.53	\$24.58	\$25.69	\$26.27	\$26.87	\$27.47
Food Service Asst	\$15.20	\$15.89	\$16.60	\$17.35	\$18.13	\$18.53	\$18.96	\$19.38	\$19.82	\$20.84
Asst Cook	\$15.14	\$15.82	\$16.53	\$17.28	\$18.06	\$18.87	\$19.72	\$20.16	\$20.61	\$21.08
Food Service Mngr	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Food Service Lead	\$15.64	\$16.34	\$17.08	\$17.85	\$18.65	\$19.49	\$20.37	\$20.83	\$21.29	\$21.78
Therapeutic Intervention Coach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Technology Asst	\$17.04	\$17.81	\$18.61	\$19.45	\$20.32	\$21.24	\$22.20	\$22.69	\$23.21	\$23.72
Lead Custodian	\$21.04	\$21.98	\$22.97	\$24.01	\$25.09	\$26.21	\$27.39	\$28.01	\$28.64	\$29.28
Home School Cnsit	\$15.82	\$16.52	\$17.27	\$18.05	\$18.86	\$19.71	\$20.59	\$21.06	\$21.53	\$22.02
Head Custodian	\$18.99	\$19.85	\$20.74	\$21.67	\$22.64	\$23.66	\$24.73	\$25.29	\$25.86	\$26.44
Student Support Specialist	\$15.43	\$16.13	\$16.86	\$17.61	\$18.40	\$19.23	\$20.10	\$20.55	\$21.02	\$21.48
Grounds/Maint Asst	\$21.04	\$21.98	\$22.97	\$24.01	\$25.09	\$26.21	\$27.39	\$28.01	\$28.64	\$29.28
Campus Monitor	\$18.18	\$19.00	\$19.86	\$20.75	\$21.68	\$22.65	\$23.67	\$24.20	\$24.75	\$25.29