

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SOUTH LANE SCHOOL DISTRICT 45J3

AND

**OREGON SCHOOL EMPLOYEES ASSOCIATION
COTTAGE GROVE CHAPTER 32**

A Member's Union
OSEA
AFT Local 6732

EFFECTIVE

July 1, 2024 through June 30, 2027

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AGREEMENT

This Agreement is in effect from the 1st day of July 2024 by and between the Board of Directors on behalf of South Lane School District 45J3, Lane County, Oregon, herein called "Board" or "District" and OSEA Cottage Grove Chapter 32, herein called "Association." This document replaces in its entirety the Collective Bargaining Agreement between the Board and the Association for the period through June 30, 2027. This contract shall remain in effect until June 30, 2027.

ARTICLE 1: RECOGNITION

- A. The Board hereby recognizes OSEA Cottage Grove Chapter 32, as the exclusive bargaining representative of classified personnel but excluding supervisory, confidential, per diem, work experience personnel, substitutes and temporary employees who do not meet the conditions in Article 1, Section B.

Temporary Employment (not to extend beyond the end of the current school year) Sections B - D

- B. Replacement for an absent regular employee

Short - term:

Substitute Employee: For the purpose of this Agreement, substitutes are defined as those employees who may be called in at the District's discretion to replace employees who are on an excused leave of absence.

Long - term (more than sixty (60) days):

Long - term substitute or other limited term employees: A long-term substitute shall be defined as an employee hired to fill a position of extended duration not to extend past the end of the school year. when the regular employee is on approved leave. A long-term substitute may be hired for a fixed period of time not to exceed one hundred and ninety (190) work days when the need for the position is not expected to extend beyond that time. Long- term substitutes will be paid from the current wage schedule and shall be subject to all terms and conditions of this Agreement, except that such employees shall not be covered by Article 7 - Layoff & Recall or Article 25 Discipline of this Agreement. Any extension of the length of employment for a long-term substitute beyond one hundred and ninety (190) work days shall be made by mutual agreement of Chapter 32 leadership and the District. Any position which will continue for more than one hundred and ninety (190) working days or at the end of the agreed upon extension will be posted in accordance with Article 9 - Job Posting.

- C. Temporary Work

Temporary Employee: Temporary employees are those hired to do a specific or seasonal job (e.g., summer work, one-to-one Educational Assistant) with a limited duration that does not replace a bargaining member. Temporary employees who are assigned, scheduled or required to work for more than one hundred and twenty (120) work days will be considered part of the bargaining unit and will be placed on the wage schedule with full protection, benefits and responsibilities provided by the Collective Bargaining Agreement. Any extension of the length of employment for a temporary employee beyond one hundred and twenty (120) working days shall be by mutual agreement of Chapter 32 leadership and the District. Any temporary position which will continue for

more than one hundred and twenty (120) working days or at the end of the agreed upon extension will be posted in accordance with Article 9 - Job Posting.

- D. Seasonal Work: Seasonal work shall be defined as work that cannot be completed due to a seasonal or temporary increase in the workload. This is work done outside of the employee's work calendar. When performed by current employees, seasonal work shall not be subject to the provisions of this Agreement except for wages.

ARTICLE 2: ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Rights:

The Association shall be allowed to use a portion of the existing bulletin board in each classified work area. No material or written matter that is detrimental to any person shall be posted. The Association and its representatives shall have reasonable right of access to school buildings for meetings and the use of school equipment provided there is no interference with regular school programs. The Association shall pay for reasonable cost of all materials, labor and supplies incidental to the use thereof and for all replacement of equipment and supplies damaged or any repairs necessary as a result of an accident or obvious misuse, provided normal wear and tear is not a factor. Prior arrangements shall be made through the School Principal. In those cases when there are competing scheduling requests for District facilities, those events which are District or school-related shall have priority for access to District facilities over the Association's use except in cases where written approval for building use exists. All Association activities shall occur at times outside of employee duty hours, except that appropriate Association representatives shall be allowed release time without loss of compensation and other normal benefits when required by the District to meet with District personnel.

B. Responsibilities:

The Association will represent all classified employees of the District within the bargaining unit equally without discrimination.

C. Paid Work Time to Perform Certain Union Activities

The District shall allow designated Association representatives to engage in the following activities during work hours and at the District's facilities, without loss of compensation or benefits:

- a. Investigate and process grievances and other workplace-related complaints, on behalf of the exclusive representative.
- b. Attend investigatory meetings, hearings, and other due process proceedings:
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
- d. Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
- e. Attend labor-management meetings designated as Contract Maintenance Committee (CMC) meetings.

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

For purposes of this Article, “designated representatives” shall include chapter executive board officers and building representatives.

Upon the election of chapter 32 executive board officers the association president shall notify the district personnel administrator in writing of the executive board officer’s names within five (5) business days of the election for the current term. By the first day of each school year the association president shall notify the district personnel administrator in writing of the name of each designated building representative.

Any changes to designated representatives shall be communicated in writing within two (2) business days of said changes.

Designated representatives shall provide their immediate supervisor with written notice of the need to perform the activities listed above at least forty-eight (48) hours prior to the time at which the activities will be performed. There may be situations in which both parties agree that the circumstances do not require advance written notice. The written notice shall indicate: (1) which of the activities listed above will be performed; (2) the date and time at which the activities will be performed; and (3) the approximate length of time the designated representative(s) will spend performing the activities.

If, after receiving notice of the need to perform the activities listed above, the District establishes undue burden on District operations that cannot be accommodated by any of the measures typically used when an employee is unexpectedly absent from work (arranging a substitute, working with fewer staff, temporarily modifying work assignments, etc.), the District and the Association shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours.

The mutually agreed to date and time shall be no more than seven (7) working days from the date of the request, unless both parties agree otherwise.

The District shall not reduce a designated representative's work hours to accommodate the representative's performance of the activities listed above except to prevent an employee from working unauthorized overtime hours.

The parties recognize that bargaining may occur outside of normal work hours.

D. Access to District Facilities and Equipment

Employee Orientations. At employee orientations, the District shall provide the Association with no less than thirty (30) minutes and up to one hundred twenty (120) minutes to make a presentation to all bargaining unit employees without undue interference. The Association shall also be permitted to set up a table at the orientation to meet directly with employees before, after, and during breaks at the orientation. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the Association's presentation.

When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the Association shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.

The Association shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace-related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

The District's electronic mail system may be used by the Association for Association-related communications including, but not limited to, communications related to:

- a. Collective bargaining;
- b. Grievance or other dispute investigations;
- c. Governance of the union.

E. Right To Receive New Hire Information

The District shall provide the Chapter President and the Association's OSEA Director of Fiscal Operations with an editable Excel spreadsheet to classified@osea.org containing the following information for each employee in the bargaining unit:

- a. The employee's name and date of hire;
- b. Contact information including:
 - i. cellular, home and work telephone numbers;
 - ii. personal and work electronic mail addresses; and
 - iii. home or personal mailing address.
- c. Employment information including the employee's job title, salary and worksite location. The District shall provide the information within ten (10) calendar days from the date of hire for newly hired employees, and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

ARTICLE 3: MANAGEMENT RIGHTS

The District retains and reserves unto itself all powers, rights and authorities, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:

1. The executive management and administrative control of the school system and its properties and facilities;
2. Determining qualifications and conditions of employment, dismissal, demotion and promotion of all employees subject only to the provisions of law and the specific provisions of this Agreement;
3. To continue preliminary studies through bid to contract or subcontract work as may be determined by the District. If the District wishes to pursue subcontracting, then it will bargain over the decision and the impact of such decision if a formal written demand to bargain is received by the District within fourteen (14) days of the Association's receipt of written notice. Bargaining under this section shall take place in accordance with ORS 243.698. Pursuant to ORS 243.716, the District's use of volunteers to provide services shall not be considered contracting out for services;
4. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
5. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions;
6. The maintenance of discipline and control and use of the school system property and facilities;
7. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved;
8. 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;
9. The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge, discipline or transfer employees;
10. The right to relieve employees from duty for poor or unacceptable work or for other legitimate reasons;

11. The creation, combination, modification or elimination of any position;
12. The determination of the size of the workforce, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees and the establishment of quality standards and judgment of employee performance;
13. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities;
14. The right to establish and revise the school calendar, establish hours of employment, to schedule and assign workloads.

The exercise of the foregoing powers, rights, authority, duties and responsibilities and adoption of policies, rules, regulations and practices shall be limited by the specific terms of this Agreement.

ARTICLE 4: PAYROLL DEDUCTIONS

A. Deductions

The District agrees to deduct from the wage of its regular classified employees as requested by the employee:

- * Regular Association dues
- * Premiums for Board approved insurance programs
- * Payments to District approved Tax Sheltered Annuity Program
- * Payments to banks and credit unions
- * Contributions to United Way of Lane County
- * Premiums for supplemental insurance benefits

The Association will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of any payroll deductions for the Association. The Association agrees to refund to the District any amount paid to it in error.

ARTICLE 5: WORK STOPPAGE

- A. The Association and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, slowdown or any other restriction of work during the term of this Agreement. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.

- B. In the event of a strike, work stoppage, slowdown, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification, attempt to secure an immediate and orderly return to work. The obligations set forth in Section A above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage.

- C. Upon notification in writing by the District that any of its members are engaged in a work stoppage, the Association shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the District with a copy of such order. In addition, if requested by the District a responsible official of the Association shall publicly order such employees to cease engaging in such a work stoppage.

- D. There will be no "lockout" of employees in the bargaining unit by the District as a consequence of a contractual dispute arising during the period of this Agreement.

- E. The provisions of this Article shall not apply during any economic reopening of this Agreement for negotiations pursuant to Article 13.

ARTICLE 6: WORK WEEK, HOURS OF WORK

A. Workweek:

A full-time work schedule shall consist of forty (40) hours within the designated workweek. The typical schedule will include two (2) days off, preferably scheduled back-to-back whenever possible. The transportation department may have a minimum of one (1) scheduled day off per seven day workweek. The workweek shall begin Sunday at 12:00 a.m. and extend until Saturday at 11:59 p.m. The District shall schedule all work and the District reserves sole discretion over operational needs and requirements. To the extent consistent with the operational needs and requirements of the District, such work days shall normally be consecutive as scheduled by the District. Nothing in the Agreement shall be construed to guarantee any level of employment in terms of hours or staffing.

B. Lunch Periods:

Each employee who works more than five (5) consecutive hours shall receive an uninterrupted lunch period of at least one-half (1/2) hour. For employees working eight (8) hours or more, such time shall be as scheduled by the employee's immediate supervisor and be as near as possible to the halfway point of the shift. Such time shall not be considered as time worked.

C. Rest Periods:

Each employee shall receive a fifteen (15) minute break if they work between two (2) and six (6) hours and two (2) fifteen (15) minute breaks if they work between six (6) hours and one (1) minute and ten (10) hours. Insofar as is possible the rest break is to be taken as close as possible to the middle of each work period. Such breaks will be scheduled by the employee's immediate supervisor.

Shift where there is more than an hour apart are considered separate shifts and each shift will be considered a stand alone shift for this article.

D. Overtime:

Eligible employees shall be compensated at the rate of time-and-one-half (1&1/2) for work under the following conditions, but in no event shall such compensation be received twice for the same hours. Overtime pay shall be computed to the nearest quarter-hour. Overtime worked under the following conditions must be assigned and approved in advance by the employee's immediate supervisor. The provisions of ORS 270.340 relating to pay for overtime shall not apply to employees who are engaged in the supervision of District-sponsored athletic event activities.

1. All assigned work in excess of ten (10) hours on any scheduled work day. With the prior approval of an employee, supervisors may plan work in a 4/10 work schedule.
2. All assigned work in excess of forty (40) hours in any workweek. For the purpose of computing overtime, approved paid holidays, vacation days and sick leave days shall be considered "hours worked."
3. In lieu of cash compensation for overtime work, flexible scheduling by mutual agreement and compensatory time off may be approved by the District in accordance with BOLI guidelines.
4. Overtime compensation will only be paid once for the same hours worked beyond forty (40) hours per workweek. For example, if an employee works eleven and a half (11.5) hours in one day and forty one and one-half (41.5) hours for that workweek, the employee is eligible for a total of one and one-half (1.5) hours of overtime pay at one and one-half (1.5) times their regular hourly rate.

E. Mandatory Overtime:

In the event that sufficient acceptable personnel do not accept overtime assignments on a voluntary basis, such additional personnel as are deemed necessary by the District shall be required to work overtime.

F. Inservice and Class Attendance:

Classified employees will be allowed to participate in District recognized inservice days. Employees must have District pre-authorization from their administrator or supervisor.

An employee may request attendance in classes directly relating to the job they hold for the school district. If these classes occur during work hours, employees must have district pre-authorization from their administrator or supervisor.

G. Licensing and Certifications:

The District shall pay the cost of acquiring or renewing any licenses or certificates that are required of employees by the District with the following exceptions: 1) a regular Oregon driver's license; 2) one-half of the commercial driver's license. The District may require licenses or certificates of new employees as a condition of hire.

H. Split Shift:

When the District assigns a split shift, the employee shall be notified a week in advance and shall receive one half (1/2) of the employee's regular hourly rate for the split shift, in addition to actual hours worked. Bus drivers and employees working combined positions shall be exempt from split shift pay. If an employee does not receive one (1)

weeks notice, they shall be compensated an additional one (1) hours pay at their regular pay. A split shift is defined as a two (2) or more hour difference between the ending time of one shift and the beginning time of the next shift within a given twenty-four (24) hour work day; 12:00 a.m. - 11:59 p.m.

I. Transportation Department

If an employee is hired into transportation directly from another classified position within the District, and there is no break in the service of that employee between the former classified category and the start of training required for bus drivers, such classified employee will maintain district seniority for the purpose of layoffs and recalls. The driver seniority date will be determined by the first day worked on a permanent assignment for the transportation department. The driver seniority date is used solely for route/trip bidding.

Regular Bus Routes: Regular routes are defined as all morning and afternoon bus routes necessary to get students from home to school and school to home. Regular routes shall be considered “vacant” when the driver who originally bid on the route is no longer available to drive that route (provided the driver is not on approved paid leave). All newly created regular routes shall also be considered “vacant.” All vacant regular routes must be posted consistent with Article 9 - Job Posting. The system for bidding on routes will be determined by the transportation supervisor. All drivers may bid on regular routes when posted. Routes shall be awarded based upon driver seniority.

Trip Driver: These are District recognized drivers who will be required to drive a regular route daily. Commonly, these are trips such as athletic trips, field trips, swim runs and similar extra bus transportation requested by the schools. Every effort will be made to allow Trip Drivers to choose their trips in advance by a minimum of one (1) week for trips scheduled the following week. Extra trips not covered by the District Trip Driver will then be awarded based upon driver seniority. Special education swim runs are considered regular routes and are excluded from weekly extra trip bidding.

Except when otherwise indicated for reasons of economy, efficiency and safety, it is the intent of the District to first offer extra runs on a rotational basis to those employees who have indicated in advance their desire to perform such runs. Economy is defined as: minimizing the use of overtime. Efficiency and safety are defined as: a driver's qualifications to drive specified vehicles under certain conditions, such as inclement weather.

Base Hours Calculation for Drivers and Aides: New drivers and aides will be assigned base hours at hire based on assigned route. Hours worked, excluding bus wash and office work, shall be used to calculate the benefit base for insurance rates and leave awards. The formula is: total hours worked, excluding bus wash and office work, divided by possible work days defined by the 10-month calendar for their position. The period of calculation will be the first working day of the 10-month calendar in

September through December 15th and will be effective beginning in the January payroll. This calculation will stay in effect until the following January payroll.

Recalculation will occur if there is a promotion to 7.25 or higher or significant change that constitutes a 2-hour increase or decrease due to rebid (vacancy, new route, bid day in August).

J. Delayed Start, School Cancellation and District Closure:

Delayed Start: All employees shall report to work as close to their assigned time as they can safely arrive. Employees shall be compensated as though they had worked their regular schedule for the hours of the delayed start. Employees may be required to make up the work hours missed. If makeup time is required, it will be arranged with the employee's direct supervisor/administrator.

When school is canceled, the District is closed or a delayed start to the school day is announced due to inclement weather or other circumstances beyond the District's control, the District shall attempt to notify employees by phone, radio, District website, texting or television announcement. Under emergency closure circumstances, the District's expectations are:

Emergency Crew: When schools are closed for the day due to weather or other circumstances beyond the District's control, only an emergency crew is to report to work. Members of the emergency crew are staff members designated by their administrator/supervisor. Emergency staff will report to work as close to their assigned time as they can safely arrive.

10 month classified employees who were not required to report to work on a school cancellation, or district closure, will be paid their base hours. These employees will be required to make up the missed day(s), if the board requires students to make up days lost, due to school cancellation, or district closure without additional pay.

K. Legacy Classified Professional Development

Previous funds accrued from inclement weather closure language shall be used accordingly until funds have been depleted.

1. Any classified employee may request reimbursement of tuition and materials, book expenses, registration and attendance fee and will submit in writing to the chapter executive board a request for reimbursement subject to executive board approval. The executive board may choose to use funds for training on in-service days. The district shall supply a monthly balance sheet of the available funds.
2. Approval of requests will be contingent upon the availability of funds in the specified Classified Professional Development Fund.

3. Professional development activities must be directly related to enhancement of employee skills associated with their current job assignment or potential future advancement.
4. If an employee receives approval for training expenses but not for substitute costs, they may opt to use a personal day in order to attend the approved training.
5. Upon approval by the chapter executive board the employee will submit a request to their immediate supervisor.
6. Each employee is eligible for this benefit once per school year unless approved by the chapter executive board.

L. Educational Assistants Preparation Time:

Educational Assistants who provide instructional support and who find they don't have adequate preparation time for their assignment will request more preparation time from the teacher to whom they are assigned to work. If they aren't able to come to a mutual agreement on schedule and length of preparation time, the Educational Assistant may discuss the issue with the appropriate administrator, who will make the final decision.

M. Maintenance Stand By Pay:

Those workers who are issued the "on-call" maintenance phone for the week on standby shall receive a stipend of one hundred fifty dollars (\$150) per week.

ARTICLE 7: LAYOFF AND RECALL

A. Layoff:

If the District determines the need for a layoff is necessary, notice of not less than two (2) weeks shall be provided to employees to be laid off. In conducting a lay off under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination. While the District reserves the right to determine the positions to be eliminated, the employees to be laid off shall be determined on the basis of District-wide seniority since the last date of hiring. Specifically, the least senior employee or employees within the classification(s) group(s) (see job titles found in wage schedule) subject to the reduction or elimination shall be laid off. Any employee subject to layoff by operation of the above who was previously employed in another classification shall have the right upon demand to displace or "bump" the least senior employee in that classification if they provide written notice of their desire to do so within three (3) days of receipt of the layoff notice.

Laid off employees shall not receive benefits or accrue seniority for the period of the layoff. Laid off employees may be eligible to apply for insurance based on The Consolidated Omnibus Budget Reconciliation Act (COBRA) at their own expense. If the District issues a layoff notice due to reduction in force in June the District will continue to pay insurance contributions through August 31st.

The Association and the District agree that, should it be necessary to reduce hours in the District, the District will first attempt to make cuts in positions. Cutting of employee(s) hours to accommodate a reduction in force shall occur after full-hour positions are considered.

Example: The District needs to reduce eighty (80) person hours in the educational assistant classification. The District will reduce as many positions as possible. The District eliminates eleven (11) seven-hours-per-day educational assistants; this equals seventy-seven (77) person hours of reduction. If no other full-hour positions existed, then the District would reduce the next-least-senior educational assistant by three (3) hours.

B. Recall:

When position openings occur, employees shall return to the classification formerly held in the inverse order in which they were laid off or reassigned. Any laid-off employee who cannot be contacted at the time of recall or who fails to accept a position offered, provided it is at least equal in pay to the job the employee held at the time of layoff, or

who is unavailable to report for work within the specified time shall forfeit all recall and re-employment rights.

An employee who is laid off will remain on the layoff list and be eligible for recall for twenty-seven (27) months.

The District shall notify laid-off employees of a position opening by certified mail, return receipt requested, at their address of record as maintained in the Personnel office. Laid-off employees shall have seven (7) calendar days from the date of receipt of such notification in which to indicate their acceptance or rejection of the position and an additional fourteen (14) days therefrom in which to begin active employment. If the postal service returns the notice of position opening marked "undelivered", the laid-off employee shall also have forfeited all further re-employment rights.

The foregoing shall not prevent the laid-off employee from commencing active employment in less than the number of days specified above, when such is desired by both the District and the individual. Employees who wish to waive reemployment rights may do so by written notification to the District.

Upon return from layoff: Employees returning from layoff shall be placed at the subsequent wage step and have all previously accrued and unused sick leave and seniority reinstated. All benefits will be reinstated based on current contract language.

C.

Interpretation and Intent:

1. The District and the Association jointly agree that employees who have suffered a layoff will receive first preference for available substitute work in the employee's classification. The District will make a good faith effort to offer this substitute work to laid off employees in seniority order by classification. Such substitute work for pay purposes is not covered by the terms of this Agreement. Consistent with Oregon Employment Department guidelines, the District will report all substitute work refusals directly to the Employment Department on a weekly basis.
2. If an employee refuses an offer of a position similar to the individual's past assignment and pay level, that employee shall forfeit their recall rights in the District.
4. A classified employee shall have at least one (1) chance to regain their original hours through the recall process. Consistent with Section B above, laid off employees will be notified of vacancies, in order of seniority in their classification. A classified employee shall have one (1) right to refuse a position offered within their classification if such a position is at a lower rate of pay or hours.

Jobs will be first posted internally for forty-eight (48) hours within the affected job classification. This will allow existing employees of that classification to exercise their right to move to another location or increase their hours of work. Then the remaining position will be offered to the senior employees on the recall list as outlined in Section 5 below.

EXAMPLE:

An employee was working six (6) hours per day when they were laid off. The employee is recalled to a position of five (5) hours per day. After the employee is recalled another position opens in the same classification for eight (8) hours per day. This employee, and other existing employees in that classification, would have the right to request the eight (8) hour job before it was offered to the next employee on the recall list. After placement, the remaining job would be offered to the next employee on the recall list in the appropriate classification.

5. To help expedite the recall process, notification will be given simultaneously to the three (3) senior employees eligible to return to work. The employees who are second and third on the recall list must be prepared to return to the position offered in the recall notice or utilize their rights as described in Section 4 above.
6. Employees with a common seniority date shall have layoff seniority established by a drawing of lots to establish their recall placement. Drawing lots for recall shall occur prior to the implementation of the layoff. Drawing of lots shall be performed on behalf of the affected employees by the Chapter 32 President or their designee(s).

ARTICLE 8: PERSONNEL RECORDS

- A. No materials or documents, except those of a clerical nature (compensation updates, certification information, seasonal break in service notices, etc.) or those submitted by the employee themselves, shall be placed in their personnel file unless the employee has had an opportunity to review the material and receive a copy thereof. The employee shall acknowledge that they have had the opportunity to review such material by affixing their signature on the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. If an employee refuses to sign the document, a third party may be selected by the District to sign the document confirming that the employee was shown the document. The employee shall also have the right to submit an answer, explanation or rebuttal to such material and their answer shall be reviewed by the Superintendent or their designee and attached to the file copy.

- B. When a formal reprimand has been placed in the employee's file and they have subsequently been employed for four (4) consecutive years without further reprimand or other disciplinary action, they have the right to request from the Superintendent that the reprimand and related disciplinary documentation be removed from their District personnel file. The decision of the Superintendent shall be final and binding on the parties regarding such requests and not subject to appeal through either the administrative or arbitration processes.

- C. Employees may have access to review their personnel file during regular District office hours. The employee's review of their personnel file must be supervised by a District Office employee and the review must occur in the District Personnel Office. Employees may request copies of materials and documents from their District personnel files.

- D. The District shall protect the confidentiality of personal references, academic credentials and other similar documents.

ARTICLE 9: JOB POSTINGS/VACANCY/PROMOTION/INVOLUNTARY TRANSFER

- A. **Job Posting:** The District shall provide electronic notification to the Association of all job openings (including temporary positions) within the bargaining unit. Such opening notices shall include the job descriptions, qualifications required and wage range for the positions.

Notice of job openings will be electronically posted not less than seven (7) calendar days prior to the closing date for applications, as specified in the vacancy announcement. The Association president may print copies and post them on bulletin boards if desired.

The District may add additional hours to the time of existing employees without posting those hours as an open position. No posting is required adding up to two (2) hours a day or ten (10) hours a week to a present employee's position. The District will consider adding hours to qualified current employees when additional hours are needed. The administrator/supervisor will assign additional hours according to the needs of the students and the building. An already existing transportation route may be expanded for up to two (2) hours by administration. However, if a new, separate route is required for up to two (2) hours, such a route will be assigned as specified in Article 6, Section I. The president(s) of the Association will be notified of assigned additional hours by email.

- B. **Vacancy:** The District shall determine whether or not a vacant position is to be filled by a District employee (from within) or to be open for applicants from both within and outside the District. However, the District recognizes that the presence of promotional opportunities does have a substantial favorable impact upon employee morale and the retention of its most qualified employees. Accordingly, the District intends to offer promotional opportunities to those employees within the District who are qualified whenever possible. Every qualified unit member will be granted an interview, with the preference given to the unit member when all other considerations are equal.

Seasonal Work: When two (2) or more applicants are determined to be equally qualified for a summer work assignment, the most senior bargaining unit employee will be offered the position first.

The District shall include as a part of its employment procedure a notification to the Association president. This notification shall include the following information for each new employee: name, work location, classification, and wage schedule placement, and job status (temporary or permanent).

C. **Promotion** shall be defined as a change in the employment classification of an employee with a lower compensation scale (hourly wage rates) to a classification with a higher compensation scale (hourly wage rates) regardless of the classification group. Scale refers to all the hourly wage steps within each respective classification range. “Promotion” shall also be defined as a change in employment classification of an employee from one classification to a different classification with an equivalent (identical) compensation scale regardless of the classification group.

Placement of a current employee on the wage schedule when promoted, as defined below, shall normally be at a step which provides an increase of three percent (3.0%) in the hourly wage above that which is being earned by said employee prior to the promotion.

D. **Involuntary transfers** shall be defined as an involuntary change in an employee’s assignment initiated by an employee’s supervisor or administrator. Classified employees who are involuntarily transferred from one classification to another classification with a different wage scale shall be placed on the wage step of the new classification which most closely corresponds to their former wage step. The appropriate wage step placement shall be based upon either a comparison of the respective classifications’ hourly wage rates or the involuntarily transferred employee’s district-wide seniority (eligibility for longevity).

Whenever possible, an involuntarily transferred employee shall be placed on a wage step in their new classification that is closest to, but not lower than, their previous classification rate.

ARTICLE 10: RECLASSIFICATION

A. Reclassification Request:

Any employee or a representative of the District who believes the assigned duties and responsibilities of a job have changed sufficiently so as to justify reclassification may submit a letter of request for job reclassification to the Classified Structure Committee in care of the District personnel office. Such letters shall detail the specific changes that have occurred which they believe warrants the granting of the reclassification request. If the reclassification request is approved, it shall become effective on the date the request was submitted.

B. Classified Structure Committee:

Upon receipt of a reclassification request, the District's personnel officer shall contact the Association president and each shall appoint two (2) representatives to a committee to be known as the Classified Structure Committee. The Classified Structure Committee shall be constituted for the purpose of reviewing reclassification requests made by individual employees of the District.

C. The Committee Consideration:

The Classified Structure Committee shall meet and review reclassification requests within one (1) month of their receipt. The Committee shall provide written findings and a recommendation as to the disposition of the reclassification request within sixty (60) days of its receipt.

D. District and Association Review:

The Committee shall issue its findings and recommendations to the employee and the District Superintendent. The District Superintendent will transmit the committee's recommendation to the Board of Education, along with their personal recommendation, which may be to accept, accept with modification or reject the committee's proposal. The Board will consider all requests for a reclassification at a regular meeting within one (1) month from the date the findings and recommendations were delivered to the District Superintendent. If approved and the position is new to the district, the Union may send a demand to bargain within 14 days and the District will enter into negotiations for the position's rate of pay in accordance with ORS 243.698 The decision of the Board of Education regarding any reclassification recommendation shall be final.

ARTICLE 11: NEW CLASSIFICATION

In the event the District creates a new job classification (non-certificated only) which it believes to be outside the scope of the bargaining unit, it shall notify the Association and upon request provide the Association with a description of the job duties of the position. If the Association believes the position should properly be included within the bargaining unit, it may petition the Employment Relations Board for a unit clarification hearing to resolve the matter.

If the District creates a new job classification or modifies existing job classifications (beyond a de minimis modification of mandatory subjects of bargaining) that it believes to be within the bargaining unit, or in the event a position is found to properly be within the bargaining unit as provided for above, it shall notify the Association of the new position before a wage rate and other conditions of employment have been finalized. Such notice shall specify a proposed wage rate and also detail any other provisions of the Agreement which will not apply and/or be modified with respect to that position.

Upon receipt of such notification, the Association shall have fourteen (14) days in which to notify the District of its desire to enter into negotiations, pursuant to ORS 243.698, over the proper wage rate and such other conditions as it may specifically cite. Upon receipt of such notice, the District may, at its option, delay implementation of the new classification pending conclusion of such negotiations or implement the new classification and provide a retroactive adjustment to the date of implementation upon conclusion of negotiations.

ARTICLE 12: ACTING-IN-CAPACITY-PAY

An employee temporarily assigned to perform the duties of a higher paid classification for a full shift for five (5) or more work days within a period of thirty (30) calendar days shall receive the lowest rate of pay for the job to which they are assigned that is at least four percent (4%) more than their regular rate of pay not, however, to exceed the maximum rate of the classification to which they are assigned. Effective on the fifth day worked, compensation shall be retroactive to the first day out of class. Such assignment shall be made in writing and the acting-in-capacity-pay shall only apply if the employee is assigned to perform substantially all of the duties of the employee they are to replace.

ARTICLE 13: WAGE

A. Wage Schedule:

2024-27: The Classified wage Schedule shall be increased each year as follows:

- 2024-2025 4.0% increase for all steps one (1) through ten (10)
- 2025-2026 4.0% increase for all steps one (1) through ten (10)
- 2026-2027 3.5% increase for all steps one (1) through ten (10)

B. Longevity Pay:

The District acknowledges the vital contributions of highly experienced employees. Therefore, all classified employees who fall into the longevity categories below will receive an additional stipend on the following schedule:

Employees at the 15th year in South Lane shall receive a four-hundred (\$400) dollar stipend.

Employees at the 20th year in South Lane shall receive a six-hundred and fifty (\$650) dollar stipend.

Employees at the 25th year in South Lane shall receive a nine-hundred (\$900) dollar stipend.

Employees at the 30th year in South Lane shall receive a one thousand-one hundred fifty (\$1150) dollar stipend.

Longevity pay stipends shall be paid to employees after completing the respective anniversary based upon their original hire date. Longevity stipends will be paid in the month immediately following the anniversary.

C. PERS Pickup:

The District shall withhold the employee's portion of the PERS contribution per ORS 238.200.

D. OSEA Life Insurance:

The District will deduct monthly from the wage of its regular classified employees for voluntary contributions to pay for group life insurance premiums. The premium deduction shall be based upon an annual written authorization received by the District from the employee.

E. Annual Step Advancement:

In each year of this Agreement, there will be a step advancement for those eligible, effective July 1 of each year covered by this Agreement. To be eligible for the step increase each year, the employee must have completed their probationary service period before July 1 of each respective year covered by this Agreement.

Those classified employees employed with the District at step 6 in their classification or classification group for four (4) years, shall be eligible for the longevity step 7.

F. Fingerprinting and Criminal History Background Checks:

The District shall pay the cost for any required fingerprinting criminal history background checks for current employees and those on the RIF list. Any current employee or employee on the RIF list who is terminated because of the results of a required criminal history and fingerprint background check must reimburse the District for the costs of the procedure. All new classified employees shall self-pay any criminal history and fingerprint background check charges upon their first election to a classified position with the District.

G. Method of Payment:

All ten (10) month employees shall be paid in ten (10) installments beginning with the September payroll and ending with the June payroll unless they notify the district in writing by July 15 for the following school year. All eleven (11) month employees shall be paid in eleven (11) installments beginning with the August payroll and ending with the June payroll unless they notify the district in writing by July 15 for the following school year. With written notification to the district, ten (10) and eleven (11) month employees may choose to be paid in twelve (12) installments beginning with the August payroll for eleven (11) month employees and the September payroll for ten (10) month employees and ending with a balance of contract to be paid in the June payroll for both ten (10) and eleven (11) month employees.

1. Payments will be made no later than the 25th of each month .
2. The three, separately figured, balance of contract payments shall be made in one check or deposit no later than the 25th of June.
3. All installments will be paid by direct deposit unless the District is notified otherwise. Check delivery for those not participating in direct deposit shall be by U. S. mail.

The District will offer a separate payment option to ten (10) and eleven (11) month Transportation employees who wish to receive an additional balance of contract payment as well as a regular June payroll check on the District's payroll date in June.

H. Bilingual pay differential

1. The district will pay an additional fifty cents (\$0.50) per hour for bargaining unit members who are:
 - a. Not currently employed in an:
 - i. interpreter position
 - ii. English Language Learning programs as a specialized Educational Assistant
 - b. Who are assigned to use their bilingual skills regularly as determined by the district
 - c. Meet the eligibility requirements:
 - i. For Spanish:
 1. Pass an intermediate level oral and written test by a non-bargaining unit source to be determined by the District.
 - ii. Other languages:
 1. As determined by the District.
2. The District shall have sole discretion for developing the criteria, testing materials, and determining the ratings, schedules, and timelines for testing of existing and newly hired bargaining unit members.
3. Bargaining unit members who receive the wage differential will be expected to provide basic verbal translation/interpretation services at work sites and times as requested by the District; this may also include transfers/reassignments to building sites requiring the services.

ARTICLE 14: INSURANCE

A. Full-Time Employees:

For the period July 1, 20 24 , through June 30, 2027 , the contribution of a full-time employee who works seven and one quarter to eight (7.25-8.0) hours/day for medical/dental/vision coverage shall be as follows:

2024-2027

- MODA Medical Plan 2 equivalent – 14% of the premium
- MODA Medical Plan 3 equivalent – 10% of the premium
- MODA Medical Plan 4 equivalent – 6% of the premium
- MODA Medical Plan 6 equivalent – 0% of the premium, and one thousand-two hundred and fifty (\$1,250) dollars annually placed into a Health Savings Account (HSA) by the District to be deposited no later than October 1st.

- Kaiser Permanente Plan 1- 14%
- Kaiser Permanente Plan 2A - 14%
- Kaiser Permanente Plan 2B - 10%
- Kaiser Permanente Plan 3 - 0% and one thousand-two hundred and fifty (\$1,250) dollars will be placed into a Health Savings Account (HSA) by the District, no later than October 1.

Employees who could potentially be double covered by group health insurance may opt out of medical insurance coverage or medical, dental, and vision coverage. Employees opting out of insurance coverage shall receive a district contribution to a HRA-VEBA Health Reimbursement Arrangement and will be determined depending on insurance rates. Part-time employees who work thirty (30) or more hours per week are eligible for this benefit and shall receive prorated contributions based on hours.

2024-2027

Medical Opt Out	HRA Contribution	\$7,200
Medical, Dental and Vision Opt Out	HRA Contribution	\$8,000

In addition to the above, the District shall continue to provide and pay for the existing or substantially equivalent long term disability plan. In order to be eligible for long-term disability coverage, a classified employee must work an average of twenty (20) hours or more per week.

PERS Note: PERS may provide options for a death benefit and long term disability coverage based upon employee's tier level.

B. Part-Time Employees:

All employees who are regularly scheduled to work fifteen (15) hours or more per week but less than thirty-six and a quarter(36.25) hours per week shall receive a District contribution prorated based on contract hours, towards the cost of the medical, dental, pharmaceutical and vision insurance packages per the insurance carrier's contract with the District.

C. Transportation:

Notwithstanding the foregoing, the District shall use all hours worked excluding bus wash and office work as the basis for determining, pursuant to the above, the District's contribution towards the cost of insurance for transportation employees, including regular routes, extra trips, swim runs and substitute bus driving assignments. The base hours calculation is: total hours divided by possible work days defined by the 10-month calendar for their position. The calculation will be made one (1) time per year to establish base hours for insurance contributions.

During the summer vacation period, the District shall continue to pay the amount established by the provision of the above paragraph.

D. Summer Insurance Contribution for less-than-twelve (12) Month Employees:

Employees who work their entire scheduled work year (ten (10) to eleven (11) months, as applicable) shall be eligible to receive the District contribution towards the cost of insurance through the summer vacation period. Any employee who resigns prior to the beginning of their scheduled summer vacation period shall continue to receive the District contribution for insurance through the end of the month in which the resignation is effective.

E. In the case of dissolution of OEBC an Insurance Committee will be established with representation from all District employee groups. The Insurance Committee shall be composed of three (3) certified staff, three (3) classified staff, one (1) non-certified, non-represented staff and two (2) administrative staff.

ARTICLE 15: HOLIDAYS

A. General:

1. Holiday pay at the employee's regular rate of pay shall be allowed for employees who are actively employed at the time of the holiday.
2. 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.
3. To be eligible for holiday pay, an employee must be in paid status and scheduled to work the work day before and the work day after in their regularly assigned position/work calendar. Work performed by 10 and 11 month employees outside of their regularly assigned calendar shall not be eligible for holiday pay.

B. The following are designated as holidays based upon the classified position and their assigned work calendar:

New Year's Day	Christmas
Veterans' Day	Thanksgiving
Independence Day	Presidents' Day (to be observed on the Friday following Thanksgiving)
Memorial Day	Labor Day
Martin Luther King Day	
Juneteenth	

ARTICLE 16: VACATION

A. Eligibility:

All regular twelve (12) month employees shall be entitled to paid vacation. Twelve (12) month employees assigned to a less than full time work schedule shall receive vacation time on a prorated basis in accordance with the ratio of their assigned schedule to a full time schedule.

B. Accrual:

Vacation shall be accrued for all regular twelve (12) month employees in accordance with the following:

Years of Completed Service	Rate Monthly Vacation	Approx. Annual Vacation
Less than three (3)	0.42	1 week
Three (3) through seven (7)	0.83	2 weeks
Eight (8) through twelve (12)	1.25	3 weeks
Thirteen (13) or more	1.67	4 weeks

C. Utilization:

The District's intent is to create conditions so that employees are able to use most of their awarded vacation time within the year in which it is awarded. Vacation time is awarded for the new school year on July 1. In addition to the time awarded on July 1st, employees may carry over no more than ten (10) days (eighty (80) hours) of accrued vacation time from one year to the next. If an employee is part-time for twelve (12) months, they may carry over the prorated amount based on hours for ten (10) days. On July 1, an employee will be able to transfer up to ten (10) days of accrued carry-over time in addition to their unused vacation time for the current school year. The total vacation available for use by an employee equals the new vacation awarded each year plus no more than ten (10) days of accrued vacation time.

Employees will schedule their vacations with their immediate supervisor or administrator. Vacations shall not be scheduled in the two (2) weeks immediately prior to or immediately following the opening of school in the fall except by the prior written approval of the District personnel administrator. Unused portions of vacation periods shall not be carried beyond September 1 of the year following the year in which the vacation was earned except under special arrangements with the employee's supervisor and the District's personnel administrator. The general guideline is that twelve (12) month employees may carry no more than ten (10) days of accrued vacation leave into the following year.

Vacation leave shall not accrue during a leave of absence without pay.

When a paid holiday for which the employee is eligible falls during an employee's vacation, that day shall not count as a vacation day. If an employee becomes ill during a paid vacation, they may exchange paid sick leave for accrued vacation leave.

Regular, non-probationary employees who are terminated by the District or an employee who has given the District notice of their intention to terminate their employment at least two (2) weeks before the termination date shall be paid for any unused vacation pay.

D. Red Circled Longevity Pay and Cash (Vacation):

Employees who received vacation pay at the end of the 1989-90 school year and who are ineligible to receive vacation pay pursuant to the above provisions of this Article shall receive in each year the same amount expressed in dollars as the amount of vacation pay received in 1990. However, any employee whose regularly scheduled work hours have been increased or decreased since the end of the 1989-90 year shall have in-lieu-of-vacation pay increased or decreased, as appropriate, in proportion to the change in regularly scheduled work hours.

ARTICLE 17: EARLY RETIREMENT

- A. For the purpose of providing an incentive for early retirement, the District shall provide the following benefits to employees who qualify:
 - 1. A single stipend of nine-hundred and twenty-five (\$925) dollars.
 - 2. Those employees receiving red-circled longevity pay, as per Article 16.D. shall receive an additional amount equal to the red-circled longevity pay.

- B. To receive an early retirement benefit, the employee must meet the following qualifications:
 - 1. Ten (10) years of District seniority.
 - 2. Eligible for and elects to receive PERS benefits.
 - a. Of an age not greater than sixty-two (62). Effective July 1, 1997, no new employees hired after that date shall be eligible for the Early Retirement benefits under this Agreement.

- C. Employees who retire, but who wish to return to work for the District, will be required to apply for employment as a new applicant to the District, and if rehired will be placed on the wage schedule consistent with Article 9, Section A.

Rehired retiree employees are members of the bargaining unit represented by the Cottage Grove Chapter 32 and are covered under the collective bargaining agreement.

The District will not be responsible for monitoring work hours to ensure the retired and rehired employee does not exceed the maximum number of hours set by PERS for a retired public employee to work. .

ARTICLE 18: ILLNESS LEAVES & PAID LEAVE

Sick leave pursuant to ORS 332.507 shall be defined as being the absence from duty because of an employee's personal illness or injury, or as indicated below:

A. Sick Leave:

Each employee shall accrue ten (10) days of sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. Accrued sick leave may accumulate without limitation. If employment with the District is terminated before the end of the school year, the above specified ten (10) days for purposes of retirement credit and determining final pay shall be credited to the employee on the basis of one (1) day for each full month actually worked. Employees who are assigned less than a full time schedule will accrue sick leave prorated according to their regularly assigned schedule.

B. Physician Notice:

In absences in excess of three (3) days, the District may require a certificate from the employee's attending physician that illness or injury prevented the employee from working.

C. Family Illness:

Provided that the classified employee has an accrued sick leave balance from which to draw paid leave time, a reasonable number of days sick leave, as approved by the Superintendent or their designee, to a maximum of ten (10) days per year (non-cumulative), will be granted to cover absences due to an illness or death in the immediate family of the employee or to enable the employee to be with the members of the immediate family when an emergency occurs due to illness, accident or death. The term "immediate family" shall be defined as spouse, domestic partner, son, daughter, mother, father, sister, brother, grandparent or grandchild; or, on the marriage side, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law or brother-in-law.

In case of family illness, the employee is expected to make arrangements for the care of the family member and return to work as soon as possible. In the event emergency conditions arise, an extension of this family illness leave may be granted by the Superintendent. When approved and taken, such leaves shall count toward the District's obligation to provide leave under the Federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) and shall not be in addition to the state and federal mandated family leave provisions. Under state and federal law, up to twelve (12) weeks of leave without pay may be granted for the purpose of family medical leave.

D. Leave Without Pay Due to Illness:

Any employee who, because of illness or injury, cannot perform their duties, must direct a request in writing to the District School Board through the Superintendent at the exhaustion of their sick leave to be placed on a leave without pay. Sick leave should not be utilized for injury or occupational illness resulting from outside employment.

E. Leave Without Pay:

An unpaid leave of absence may be requested and will be considered by the District. The District shall develop guidelines that it may utilize in considering such requests and shall make those guidelines known to employees.

F. Personal Days:

At the commencement of each school year, classified employees shall be credited with three (3) personal days (separate from sick leave) to be used in full or half day increments. Beginning with the 2006-07 school year, at the conclusion of the school year each employee shall be paid one hundred (\$100) dollars for each day or fifty (\$50) dollars for each half day of personal leave credited but not taken. For less than full time employees their personal leave pay will be prorated based on their hours.

Example: For a six (6) hour employee who has three (3) full days credited to their account at the end of a school year will receive $.75 \times \$100 \times 3 \text{ days} = \225.00 .

Each employee may deem the appropriate reason for personal leave and no reason need be given subject to the following:

1. No leave shall be granted unless a substitute (if determined needed) is available except in case of emergency.
2. The employee shall give two (2) days advance notice when leave is desired unless circumstances beyond their control prevent such advance notice. The District shall have the right to deny any leave that is requested less than two (2) days in advance, unless the leave could not reasonably have been requested earlier.

If a member requests personal leave to extend vacation days, breaks, holidays, or the first/last student contact day, they will be required to give a reason for this request and such request must be approved by the supervisor and may not be granted.

G. Bereavement:

1. Up to five days paid bereavement leave for the death in the immediate family are available for use within two (2) weeks of death as deemed necessary by the employee. The term "immediate family" shall be defined as spouse, domestic partner, son, daughter, mother, father, sister, brother, grandparent or grandchild; or, on the marriage side, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law or brother-in-law. The only exception granted to the two weeks above will be for attending services scheduled more than two weeks after death. This leave will not be deducted from any employee accrued sick leave or personal leave. Unused bereavement leave will not accumulate year-to-year. Additional bereavement leave shall be available in accordance with the OFLA.
2. Sick or personal leave in addition to the five (5) days granted in 1 above can be used to tend to family business matters which require the employee's presence (e.g. settlement of the estate, legal proceedings, etc.) due to a death in the immediate family.

H. Perfect Attendance:

Each year of this agreement, any bargaining unit member with perfect attendance (i.e. no use of accrued sick leave, including sick leave for the purpose of bereavement or family leave illness) will be eligible for the following incentives:

1. One eligible bargaining unit member will receive a Perfect Attendance Stipend in the amount of two thousand-five hundred (\$2,500) dollars to be paid in one lump sum in the month of June. The bargaining unit member will be selected by random drawing in June.
2. All other eligible bargaining unit members will receive fifty (\$50) dollars to be paid in June.

ARTICLE 19: FAMILY/MEDICAL LEAVE

- A. Under the Oregon Family Leave Act (OFLA) (ORS 659.476) and the Federal Family Leave Act (FMLA), the Superintendent or their designee may grant up to twelve (12) weeks of leave without pay to eligible classified employees. The request for such leave must be made in writing to District personnel. The District will grant qualifying employees leave in accordance with the OFLA and the FMLA. The cumulative total of twelve (12) weeks of family leave shall be calculated concurrently under the respective state and federal laws and include both paid (sick leave) as well as unpaid leave from the initial date of absence from covered employment.
- B. Under PAID LEAVE OREGON ORS 243.650
The Paid Leave Oregon (PLO) program will apply to all members of the bargaining unit, subject to the following:
1. Throughout an employee's PLO leave the employee will be permitted to utilize any available paid leave accruals to make up the difference between the amount provided by PLO and the employee's normal workweek, based on assigned FTE. If the employee does not have available paid leave accruals, the District will allow the employee to utilize unpaid personal leave for the portion of each day not covered by PLO.
 2. Employees on PLO leave will continue to accrue seniority and benefits, including health and pension benefits, on the same terms and conditions as if they were actively performing their job duties.
 3. The District will ensure that the employee's PERS record remains in an active status while the employee utilizes PLO.
 4. Employees requesting PLO time off will provide written notice, including an explanation for the reason the leave is requested, at least thirty (30) days before starting a period of family leave, medical leave, or safe leave. If the leave is not foreseeable (e.g., an unexpected serious health condition, premature birth of a child, unexpected adoption), the employee will be required to give notice within twenty-four (24) hours of the commencement of the leave. Failure to provide proper notice may delay PLO benefits to the employee.
 5. Concurrent Use of District-Provided Paid Leave and Paid Leave Oregon. The district allows employees to use employer-provided paid leave in addition to receiving PLO benefits to replace an employee's wages up to 100 percent of the eligible employee's average weekly wage.

ARTICLE 20: ASSOCIATION LEAVES

An aggregate total of eight (8) days per fiscal year of unpaid leave shall be allowed for representatives of the Association to attend state and national affiliated Association conferences and conventions. Such leaves must be approved in advance by the personnel administrator.

ARTICLE 21: COURT APPEARANCE AND JURY DUTY

Upon the recommendation of the personnel administrator and the approval of the Superintendent, any classified personnel shall be granted a leave of absence with pay for:

A. Jury Service:

Employees shall be required to report for work if their jury duty ends on any day more than two (2) hours prior to the end of their work shift.

Employees shall not lose pay for Jury Service. Employees will not collect pay for Jury Service but may collect mileage payment from the court.

B. Court Appearance as a Witness:

Appearances before a court, legislative committee or other judicial body as a witness in response to a subpoena or other directive by proper authority provided that the wage paid to such employee shall be reduced by the amount equal to that received by the employee as a witness.

C. Court Appearance as Defendant, District Related:

Employees who are named as defendants in a legal proceedings as a result of their District assignment.

D. Exceptions not requiring prior approval:

1. Jury duty and court appearances taken as leave without pay.
2. Appearance as a litigant or witness in any matter against the District taken as leave without pay.

ARTICLE 22: TRAVEL EXPENSES

- A. Drivers who, with prior approval, drive their own cars to pick up a bus parked at the end of the bus run will be reimbursed at the established District rate per mile. Drivers will be expected to pool transportation and mileage will be paid for one (1) car.
- B. When employees are asked to travel on behalf of the District using their private vehicle they shall be reimbursed as follows:
1. Mileage:

Mileage will be paid at the established District rate per mile traveled if staff members share rides at five (5) persons (or the maximum number, if less) to a car when that many people are going to the same destination.
 2. Food Expenses:

Actual food expenses subject to reimbursement limits set equally for all District employees by Board Policy will be reimbursed to classified employees for approved trips on business for the District upon presentation of receipts for these expenses.
 3. Registration:

Conference enrollment fee reimbursed. Meals or entertainment, if included, should be deducted from expense voucher.
 4. Lodging:

Actual necessary expense (receipt required for reimbursement)
 5. Liability Insurance:

The Board shall provide excess coverage liability insurance protection for employees when their personal vehicles are used as provided in this Section. Use of personal vehicles for travel on behalf of the District shall adhere to established District Policies. Employees shall not be required to transport students in personal vehicles under the terms of this Agreement.
- C. Items other than the above are not reimbursed. An accurate accounting for expenses is expected and receipts must accompany the expense voucher.

D. Travel Stipend Outlying Schools:

Classified employees assigned to the following outlying schools and whose residence is greater than five (5) miles from the school shall receive an additional reimbursement payment in June in recognition of extra mileage and travel time such assignment may require:

- Dorena and London: seven-hundred and fifty (\$750) dollars a year.
- Part-time employees assigned exclusively to only one of the above designated outlying schools shall receive a prorated payment based upon the number of days worked at the outlying school.

E. Temporary Assignment to Outlying Schools:

Employees may from time to time be involuntarily assigned on a temporary basis to an "outlying school." "Outlying schools" are defined as being Dorena and London. When such assignment occurs, the following shall apply:

1. Hours and Pay:

The employee shall experience no reduction in rate of pay or number of hours of work for the period of the assignment.

2. Mileage Reimbursement:

Mileage reimbursement shall be made based upon whichever of the following is less:

- a. The difference between the employee's regular home-to-work-and-back mileage and the temporary assignment home-to-work-and-back mileage;
or
- b. The distance from the District office to the temporary assignment and back.

In the event the distance from the employee's home to the temporary work assignment is less than the distance to their regular work assignment, no mileage will be paid.

F. Specific procedures and explanations for employee travel reimbursement costs are specified in Section B above and appropriate forms and documentation must be filed with the District Business Office.

ARTICLE 23: HEALTH EXAMINATIONS

A. Physical Examinations for Bus Drivers:

School bus drivers must pass a physical examination as required by the District. The District will recommend a provider familiar with the physical requirements of the position. If an employee objects to the provider, the District shall provide a list of not less than four (4) physicians from which the employee may select the physician to be used except that the employee shall not utilize any physician that they have used within the past three (3) years for any purpose other than a District-sponsored physical examination. The full cost of the required physical examination will be paid by the District.

B. Medical Examinations:

In cases of serious illness or injury, the District may require a medical report to determine a person's physical fitness to resume their full duties. The District required examination will be at District expense and the District shall have the right to name the physician.

ARTICLE 24: PROBATIONARY PERIOD

The parties recognize that the probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve operations by observing an employee's work, training and aiding employees in adjustment to their positions and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Thus, every new employee hired into the bargaining unit shall serve a probationary period of nine (9) months (contracted work days as defined in Article 1). Employees promoted into a higher classification shall serve a probationary period of nine (9) months in their new assignment. In consultation with CMC, extensions of the probationary period may be approved on a case-by-case basis.

The District has the unrestricted right to terminate new employees on probationary status as long as the employee has been given due process rights. The Association also recognizes the right of the District to demote an employee on promotional probationary status to their previous position, if, in the District's judgment, their work performance fails to meet required work standards and the employee is afforded due process rights.

The South Lane School District will follow Oregon SB 283.

The District will fill the position vacated by the employee taking a promotional opportunity with a substitute employee (see Article 1 Section B). If an employee on promotional probationary status finds the job unsatisfactory, the employee will voluntarily request a return to the previous position within three (3) months. The employee will be returned to the same job and same hours.

ARTICLE 25: DISCIPLINE

No employee shall be disciplined (verbal reprimand, written reprimand, suspended without pay, dismissed) without just cause as defined by the Dougherty seven tests. They are defined as follows:

A. Notice:

The employee shall be given forewarning of the possible or probable consequences of the employee's conduct.

B. Reasonable Rule or Order:

The rule or order shall be reasonably related to:

1. The orderly, efficient and safe operation of the School District, and,
2. Consistent with what the District, as employer, might properly expect.

C. Investigation:

Before administering discipline, the District shall make an effort to discover whether the employee did, in fact, violate or disobey a rule or order of management.

D. Fair Investigation:

The District's investigation shall be fair and objective.

E. Proof:

The investigation must produce substantial evidence of proof the employee was guilty.

F. Equal Treatment:

The District shall apply its rules, orders and penalties evenly and without discrimination.

G. Penalty:

The penalty shall be reasonably related to:

1. The seriousness of the employee's proven offense, and,
2. The record of the employee.

Dismissal of permanent employees in the bargaining unit for unsatisfactory job performance requires School Board action. This action will be based upon the recommendations of the Superintendent. Dismissal for unsatisfactory job performance shall be initiated only after an employee has been advised of performance deficiencies and given a reasonable opportunity to improve. In the event of flagrant misconduct, the employee may be suspended immediately from employment until such charges are investigated and a decision is made to continue or terminate employment. If the employee is not terminated, they will be reinstated in accordance with the terms established by the Board. If the employee is not reinstated, the termination date will be the date of suspension.

A decision concerning termination or reinstatement of a suspended employee will normally be made by the Board within twenty (20) working days from the date of suspension.

In the event the Board's decision is for dismissal, the employee will be notified of their termination as soon as the Board takes official action.

Right to Appeal:

It is recognized that employees have the right to appeal certain disciplinary actions to the School Board under ORS 332.544. Dismissal of an employee may be appealed in writing within fifteen (15) days to the Board for reconsideration or under Article 26, F, Step 3, of this Agreement; but not both.

The District's agreement to allow such disciplinary actions to be appealed through the grievance procedure to arbitration as provided for above is to be allowed only when the employee has elected not to exercise their rights under ORS 332.544. Any reconsideration decision for the Board shall be final.

ARTICLE 26: GRIEVANCE PROCEDURE

- A. Purpose: For purposes of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement. The grievance procedure is the exclusive remedy provided by this Agreement to resolve a grievance.
- B. Definitions:
1. Grievance: A “grievance” is a claim by an employee or the Association based upon the misinterpretation, application or violation of this Agreement or of the District policies and regulations affecting a staff member represented by the Association.
 2. Aggrieved Party: An “aggrieved party” is the party making the claim.
 3. Days: The word “days” refers to a contractual day when the aggrieved party is required to be at work.
 4. Written Decisions: All decisions rendered from Level One Step 2 through Level of this grievance process will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the aggrieved party and to the Association.
- C. Representations and Responsibilities:
1. Representation: Any aggrieved party may be accompanied at all stages of this procedure by an Association representative and/or an attorney of their own choosing. The Association will have the right to be present at all stages of the procedure.
 2. Non-reprisal: No reprisals of any kind will be taken by any Association member or representative nor by the District or any member of the administration against any participant in any grievance procedure by reason of such participation.
- D. Grievances must be processed within ten (10) work days from the occurrence thereof or from the time the employee should reasonably have had knowledge of such occurrence. The ten (10) day grievance timeline begins when the grievant first knew or should reasonably have known of the occurrence of an alleged violation. The grievance shall be reduced to writing and signed by the aggrieved employee and shall include the following information:
1. A statement of the grievance and facts upon which it is based.
 2. The remedial action requested.

3. The section of this Agreement to which the grievance relates and/or the specific District policies and regulations.

E. Except as required by Oregon Public Meetings Law and subject to public disclosure under Oregon Public Meetings Law all meetings and hearings under this procedure shall be kept informal and private and shall include only such parties in interest and/or designated representatives as referred to in this Article.

All information relative to the grievance and resolution accomplished via the procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.

F. The purpose of this procedure is to resolve grievances at the lowest possible level.

G. Time limits designated in the grievance procedure may be waived by mutual agreement of the parties. Failure to grieve an issue within the specified time period shall render the issue non-grievable.

H. The Procedure:

Level 1-Principal/Immediate Supervisor:

1. Informal Discussion:

The aggrieved employee shall first discuss the problem with their principal or immediate supervisor with the objective of resolving the matter informally within ten (10) days from the occurrence of an alleged violation. The principal and/or supervisor will render the decision within ten (10) days of an informal meeting with the grievant.

2. Written Grievance:

If the matter is not resolved informally at Step 1, the employee shall, within ten (10) work days, reduce the grievance to writing as specified in Section C of this Article and forward a copy of the formal grievance to the principal or supervisor. The principal or supervisor shall arrange a meeting with the aggrieved employee and any Association officer or representative that they desire in attendance as soon as possible. The principal or supervisor shall render a written decision within ten (10) days after receiving the written formal grievance from the aggrieved employee. The District and the Association hereby agree that the Level 1 grievance timelines shall be no more than forty (40) days from the occurrence of an alleged violation or reasonable knowledge that an alleged violation has occurred.

Level 2-Superintendent:

1. Appeal:

If the grievance is not resolved at Level 1, it shall along with all pertinent information, be submitted in writing to the Superintendent or their designee within ten (10) days after receipt of the Level 1 decision. Within five (5) days of receiving the Level 2 grievance, the Superintendent or their designee shall meet with the aggrieved employee, an Association officer if requested by the employee and the supervisor or principal at a time mutually agreed upon. Within ten (10) days of such meeting, the Superintendent or their designee shall render their written decision. The District and the Association hereby agree that the Level 2 grievance timelines shall be no more than twenty-five (25) days from the date the Superintendent or their designee received the Level 2 written grievance.

If the grievance is not resolved at Level 2, the Association shall have five (5) days from the date of receipt of the Superintendent's reply to proceed to Level 3. The appeal shall take the form of a written request that the matter be taken to arbitration.

Level 3-Arbitration:

If the grievance is not resolved at Level 2, the Association and the District shall ask the Employment Relations Board to submit a list of five (5) arbitrators. The parties shall alternately strike one (1) name from the list until only one (1) name is remaining. One (1) day will be allowed for the striking of each name. The Association shall strike the first name.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision within thirty (30) days of the hearing. The arbitrator shall have no power to advise on wage adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute their discretion for that of the Board or the Association. A decision of the arbitrator shall, within the scope of their authority, be binding upon the parties. All grievances shall first be processed through the grievance procedure. Appeals of the arbitrator's decision will be based on the criteria as stated herein.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same. All costs, including, but not limited to producing witnesses and evidence shall be borne by the party incurring such costs, requiring such witnesses, or producing such evidence.

I. Miscellaneous:

1. Group Grievance:

If a contractual grievance affects a group or class of employees, the grievance may be submitted through the Association or through such aggrieved parties jointly in writing to the Superintendent directly and the processing of such grievance will commence at Level 2.

Timelines for group grievances will be ten (10) days longer at each level than individual grievance timelines. Group grievance timelines may be extended by mutual consent.

2. Any decision made under this Agreement at the final level of the grievance procedure shall be the last remedy provided by this Agreement.
3. All parties shall avoid interruption of classroom and/or any other school-sponsored activities.
4. Every effort will be made by all parties to avoid the involvement of students in the grievance procedure.
5. All parties of interest will process grievances after the regular work day or at other times which do not interfere with assigned duties.

ARTICLE 27: WAIVER AND SCOPE

A. Modification:

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.

B. This Agreement has no effect upon any policies, rules, regulations, practices or procedures of the District pertaining to any matter not specifically covered in this Agreement. The Board's authority to repeal or modify such policies, rules, regulations, practices or procedures is not affected by this Agreement.

C. Neither the terms of this Agreement nor their application or operation shall compel the Association or the Board to violate any government rule, regulation, statute, court order or decree. If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid but all other provisions or applications shall continue in full force and effect.

D. 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 not removed by law from the area of employment relations and that the understanding and agreements arrived at by the parties hours the exercise of that right and opportunity are set forth in this Agreement.

E. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all obligations of, and restrictions imposed upon, the District and the Association with the exception that any and all agreements, modifications memorandums of understanding established and/or bargained through the Contract Maintenance Committee shall, upon their ratification by the respective group, become part of this Agreement.

ARTICLE 28: SITE COMMITTEES

Any program plan/implementation that results from a Site Council:

- A. Shall not violate any District policy unless approved by the Board;
- B. Shall not violate any provision of this Agreement unless mutually approved by the Board and the Association;
- C. Shall set no past practice or precedent with regard to contract negotiations, contract administration and/or grievances.

ARTICLE 29: CONTRACT MAINTENANCE COMMITTEE

A. Purpose:

The purpose of the committee is to continually review the contract, problem-solve labor/management concerns (by mutual agreement) and recommend to the District and the bargaining unit additions, revisions and/or extensions to the contract.

B. Makeup:

The committee shall consist of up to eight (8) members, with a minimum of two (2) and a maximum of four (4) voting members, representing the Association and the same numbers with respect to the District.

1. It is recommended that at least one (1) representative from each group shall have participated in the Non-Traditional Bargaining Process.
2. All committee members must agree to participate in training sessions jointly sponsored by the District and Association.
3. The Association's field representative shall be a non-voting member of the committee.

C. Observers:

In addition, the Board and the Association will each have one (1) additional slot they may designate for an observer. The intent of the additional position for the District is to encourage board members to observe and participate in this process and for the Association to involve other Association representatives or officers to observe and participate in the process.

D. Meetings:

1. The committee will establish operating rules, make such rules available to every member of the committee and review the rules on an annual basis.
2. The Contract Maintenance Committee will hold a minimum of at least one (1) meeting per trimester. The committee will record its proceedings through the maintenance of meeting minutes.
3. Quorum: To undertake official business, the committee composition must consist of a minimum of two (2) voting members from the Association and two (2) members representing the District.

- E. Past Practice Reopener: The parties wish to ensure that the Agreement be as inclusive as possible. Therefore, the Association and the District agree that the Contract Maintenance Committee shall meet and discuss possible past practices that need to be memorialized either by memorandum or policy. Those practices that the parties reduce to writing through this process shall be binding upon the parties for the term of this contract.

ARTICLE 30: TERM OF AGREEMENT

This Agreement shall remain in full force and effect through June 30, 2027.

There shall be two (2) official signed copies of this Agreement, one (1) copy to be retained by the District and one (1) copy to be retained by the Association.

Execution Signatures:

TBD, at Cottage Grove, Oregon by the undersigned officers by the authority of and on behalf of Cottage Grove Chapter 32 and the Board of Education of the South Lane School District 45J3, Lane County, Oregon.



Brian McCasline
Acting Superintendent, SLSD

4-18-24

Date



Stephanie Rogers
OSEA Chapter 32 President

4-8-24

Date



Taylor Wilhoar
SLSD Board Chairperson

5/6/24

Date



Steve Sears
OSEA Field Representative

4/8/24

Date



Reta Doland
HR Director

4/8/24

Date

APPENDIX A

2024-2027

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APPENDIX B

DEFINITIONS FROM AGREEMENT 2024-2027

ACTING-IN-CAPACITY PAY is wage paid to employees temporarily assigned to perform the duties of a higher paid classification. (Article 12)

AGGRIEVED PARTY is the staff person(s) filing a grievance claim. (Article 26.B.)

BUMPED employees are those who have been replaced in their current assignment by a more senior employee due to a District decision to eliminate a position or reduce a position. (Article 7.A.)

CLASSIFICATION refers to a group of related job titles. Classifications and job titles are included in Appendix A.

CONTRACT MAINTENANCE COMMITTEE (CMC) is a committee of Association and District participants who review the contract, problem-solve labor/management concerns by mutual agreement and make recommendations regarding solutions, revisions and additions. (Article 29. A and B)

DISCIPLINE is defined as verbal reprimand, written reprimand, suspension without pay or dismissal. (Article 25)

DISPLACED employees are those full-time and part-time employees whose positions have been eliminated or reduced. (Article 7.A.)

EMPLOYEE shall include all employees represented by the bargaining unit. (Article 1 A. and B.)

GRIEVANCE (Article 26.B.)

HIRE DATE as referenced in Article 1, I. The date an employee officially begins work in a permanent position within the District is considered part of the bargaining unit and is covered by all Articles in this contract. The initial hire date will not serve as the Transportation hire date for route bidding. A Transportation hire date will be the basis for route bidding.

ILLNESS LEAVE means paid leave for an absence due to the employee's illness or injury or the illness or injury of a member of their family that would require the employee's presence. (Article 18. A. and C.)

IMMEDIATE FAMILY shall be defined as spouse, domestic partner, son, daughter, mother, father, sister, brother, grandparent or grandchild; or on the marriage side; son-in-law,

daughter-in-law, father-in-law, mother-in-law, sister-in-law or brother-in-law. (Article 18.C.)

LAYOFF refers to reduction in employment status due to revenue shortfalls or administrative decisions to make program or work force modifications. (Article 7.A.)

LIMITED TERM EMPLOYEE as referenced in Article 1, B (long term).

PROBATIONARY PERIOD as referenced in Article 24.

RECALL refers to the return to the classification formerly held by an employee in the inverse order in which they were laid off or reassigned when position openings occur. (Article 7.B.)

SEASONAL WORK shall be defined as work that cannot be completed due to a seasonal or temporary increase in the workload. This is work done outside of the employee's work calendar and when performed by current employees, seasonal work shall not be subject to the provisions of this Agreement except for wages as referenced in Article 1, D.

SUBSTITUTE EMPLOYEE as referenced in Article 1, B.

TEMPORARY EMPLOYEES as referenced in Article 1, C.

TERMINATION means severance from employment such as absence without leave, resignation or dismissal. (Article 25)

TRANSPORTATION HIRE DATE is the date an employee officially begins work in a permanent position within the District is considered part of the bargaining unit and is covered by all Articles in this contract. The initial hire date will not serve as the Transportation hire date for route bidding. A Transportation hire date will be the basis for route bidding.

WORK DAY is defined as a day designated as a report day for a classified staff group as defined by the District's official work calendar. (Article 1, C.)

WRITTEN DECISIONS are those set forth in writing in a grievance process by the Principal, Supervisor, Superintendent or Employee Relations Board. (Article 26, B.)