



2025–2028

CLASSIFIED

COLLECTIVE BARGAINING AGREEMENT

**Between the Beaverton School District No. 48
and the Oregon School Employees Association (OSEA)**

The District adheres to all state and federal employment laws.

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CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

Between the Beaverton School District No. 48
and the Oregon School Employees Association (OSEA)

THIS AGREEMENT ENTERED INTO THIS 29TH DAY OF JULY 2025 BY AND BETWEEN THE OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 48, HEREINAFTER CALLED THE "ASSOCIATION", AND THE BEAVERTON SCHOOL DISTRICT 48, BEAVERTON, OREGON, HEREINAFTER CALLED THE "DISTRICT".

WITNESSED:

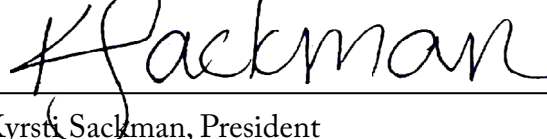
In Witness Whereof, the parties have caused this Agreement to be signed by their respective representative.

BEAVERTON SCHOOL DISTRICT

By: 
Karen Pérez, School Board Chair

Date: 7/29/25

OREGON SCHOOL EMPLOYEES ASSOCIATION

By: 
Kyrsti Sackman, President

Date: 9.29.2025 ✓

SCHOOL DISTRICT 48, BEAVERTON, OREGON

Curtis Semana - Chair/Executive Administrator HR
Susan Rodriguez - Chief Human Resources Officer
Brian Hungerford - Lead Negotiator/Legal Counsel
Kerry Delf - Chief of Staff
Michael Schofield - Associate Superintendent
for Business Services
Charity Ralls - Administrator of Nutrition Services
Paul Hanson - Assistant Principal/Stoller
Andrew Stenehjerm - Manager of User Services
Kris Parker - Clerical and Logistics Support
Justice Rajee - Board Observer
Sunita Garg - Board Observer

CHAPTER 48, OREGON SCHOOL EMPLOYEES ASSOCIATION

Kyrsti Sackman - Chair/Para III - OSEA President
Rob Wheaton - OSEA Field Representative
Venu Mattraw - OSEA Field Representative
Dena Green - Para II - Para Representative
Gabrielle 'Gabby' Kelley - OA II -
Clerical Representative
Elizabeth 'Lizz' Schulz - ECCP - Secretary
William 'BJ' Donovan - Courier -
Maintenance/Custodial Representative
Dominique Demouchet - Campus Supervisor - Treasurer
Stephanie Marshall - Para II - Vice President
Tammy Fry - Library Media Assistant - Delegate
Dianna Hess - Program Specialist I - Delegate
Lisa Parlette - NS Asst - Nutrition Services Representative

ARTICLE 1: RECOGNITION

- A. The District recognizes the Association as the appropriate bargaining agent for the purposes of collective bargaining with respect to wages, hours and related conditions of employment as set forth in the Public Employee Collective Bargaining Act on behalf of all classifications of classified employees who have been designated by the Employment Relations Board as members of this bargaining unit, but excluding all administrative, supervisory, and confidential personnel, teachers, substitute teachers, district nurses, and substitute classified employees.

B. Substitutes and Temporary Employees

1. Substitute employees are employees hired to 1) fill in for a regular employee who is absent due to injury, illness or an approved leave for the duration of the leave; or 2) fill a short term need in a specific position.
2. Temporary employees are hired pursuant to a temporary posting to fill a short-term need for a period of no more than one (1) year.
3. If a temporary employee is hired back the next school year cycle, without a break in employment, into the same job title they will be considered a regular employee, with seniority retroactive to the original temporary hire date.
4. A PERS retired employee who is rehired shall be either a substitute under #1 above or shall be a temporary employee in the bargaining unit, hired for periods of no more than one (1) year.
5. Temporary employees become bargaining unit members effective the first day of their employment as a temporary. They are covered by all provisions of this contract except Article 15, Layoff and Recall and Article 20, Tuition Reimbursement.
6. All hours worked by a bargaining unit member as a crossing guard shall be considered temporary. There shall be no entitlement to crossing guard hours from one year to the next, and the elimination of crossing guard hours shall not be considered a layoff for purposes of Article 15.

ARTICLE 2: ASSOCIATION RIGHTS & RESPONSIBILITIES

The Association, as long as it is the recognized and certified bargaining representative for classified personnel regarding employment relations, shall have the following rights:

- A. Upon request, the District shall make available to the Oregon School Employees Association (OSEA) public information concerning the District directly related to matters covered in this Agreement. The District may make a reasonable charge when special services are required beyond normal operation.

B. Employee Information

1. The District shall provide to the OSEA Chapter President and the exclusive representative for the Association, in an editable digital file format mutually agreed to by the Association and the District, the following information for each employee in the bargaining unit:
 - a. The employee's name and date of hire;

- a. Participation in the Association activity will be beneficial to the District and its program;
 - b. Elected delegates of OSEA Chapter 48 will be given priority;
 - c. Absence of the staff member will result in minimal disruption of the employee's District assignment.
- 4. Requests for leave should be submitted in writing to the designated Human Resources administrator with a copy to the immediate supervisor at least two weeks before the date of leave. The Association will work with the designated Human Resources administrator to expedite processing when circumstances require.
- 5. The District shall allow designated union representatives to engage in the following activities during the employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits:
 - a. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
 - b. Attend investigatory meetings and due process hearings involving represented employees;
 - c. Participate in or prepare for proceedings that arise from a dispute involving this Agreement, including arbitration proceedings, administrative hearings and 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 held by a committee composed of employers, employees and representatives of OSEA to discuss employment relations matters;
 - f. Provide information regarding this Agreement to newly hired employees at employee orientations or at any other meeting that may be arranged for new employees;
 - g. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness; and
 - h. Perform any other duties agreed upon by the District and OSEA in this Agreement or any other agreement.
- 6. For the purposes of this Article, "designated union representative(s)" means chapter executive board officers, stewards, and work site organizers. OSEA will provide a current list to the District of designated union representatives by August 1 annually. OSEA trains designated union representatives throughout the year and will provide BSD with an updated copy of the list within ten (10) days of adding a new representative.
- 7. The exclusive representative for OSEA, or designee, shall request authorization for association activity as described in this section by notifying their supervisor or building administrator and the designated Human Resources administrator. Such notification shall be in writing and include (1) the activity or reason for the request, (2) the date and time requested, and (3) the approximate amount of time requested. Requests must be made at least five (5) business days prior to the date of the time requested. Any request not made within this notice time-frame will be considered by the District based on operational need. If the time request as written places an undue burden on District operations and cannot reasonably be granted, the District shall schedule an agreeable date and time at which the time will be granted.

8. The District shall not reduce a designated union representative's work hours to accommodate the performance of the activities referenced in this Section except to prevent an employee from working unauthorized overtime hours.

G. Release Time

1. Release Time for OSEA Chapter President: The President of the Association will be released from assigned duties if so requested by the Association. Such requests shall be made in accordance with Section G.3 of this Article and are subject to reimbursement for any compensation that is paid as described in Section G.7 of this Article.
2. Release Time for All Other Designated Association Representatives: The District will allow release time for designated representatives of the Association to conduct labor organization business. Such business shall include OSEA trainings, conferences and events. Such requests shall be made in accordance with Section G.3 of this Article and are subject to reimbursement for any compensation that is paid as described in Section G.7 of this Article.
3. The exclusive representative for OSEA, or designee, shall request authorization for release time as described in this section by notifying their supervisor or building administrator and the designated Human Resources administrator. Such notification shall be in writing and include (1) the activity or reason for the release time request, (2) and the beginning and end date of the time requested. Requests must be made at least five (5) business days prior to the date of the release time requested. Any request not made within this notice time-frame will be considered by the District based on operational need. If the release time request as written places an undue burden on District operations and cannot reasonably be granted, the District shall schedule an agreeable date and time at which the release time will be granted.
4. At the conclusion or termination of a period of release time granted to a designated representative under this section, the designated representative shall have a right of reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, rank or classification.
5. An exclusive representative or a designated representative may terminate a period of release time authorized under this section at any time for any reason.
6. A designated representative taking release time under this section shall receive full retirement credit for the entire duration of the release time, as long as the designated representative continues to meet any retirement contribution obligations pursuant to ORS chapter 238 or pursuant to the collective bargaining agreement.
7. OSEA shall reimburse the District for any compensation that is paid to the designated representative during a period of release time as described in this section. Compensation paid under this Section includes any employer contributions made toward any employee benefits, including benefits under ORS chapter 238A (PERS). The Payroll Office shall be responsible for computing the appropriate reimbursement amount and sending a written billing to OSEA twice a year – once in December and again in June. Reimbursement by OSEA shall be made to the District within thirty (30) days of receiving the billing. This provision shall not apply to union activities covered under Section F.5 of this article or District led committees including but not limited to Position Review, District Benefits Committee and similar bodies.

- H. The OSEA President shall receive the agenda and related information for the public meetings of the School Board. Upon request, the OSEA President or designee will be given four (4) minutes at the beginning of the public comment period.

I. Dues

- 1.** Pursuant to ORS 292.055, the District will deduct OSEA dues from the wages of employees as indicated on the salary notice. The OSEA State Office will provide a monthly list of current members.
- 2.** OSEA will hold the District harmless from any and all claims, orders, or judgments against the District as a result of deductions made and transmitted under this section provided that the District gives timely notice of any such claim to OSEA and cooperates with OSEA and its designated counsel in defense of the claim.
- 3.** The grievance and arbitration procedure of this agreement shall not be utilized to resolve any dispute brought by any member of the bargaining unit arising out of this article.
- 4.** Each year, OSEA will notify the District of any change in the dues amount.
- 5.** Each month the District will notify the OSEA State Office and OSEA Chapter President via email of employees hired since the previous billing statement, terminated employees, and employees on unpaid status.

J. The District will provide OSEA with reasonable access to employees within the bargaining unit.

- 1.** For the purpose of newly hired employees, reasonable access means the right to meet with new employees at new employee orientation or, when the District does not conduct a new employee orientation, at individual or group meetings scheduled by OSEA, without loss of compensation or leave benefits, within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, but not more than one hundred twenty (120) minutes. This section is not intended to include pre-service meetings or activities.
- 2.** For the purpose of employees in the bargaining unit who are not new employees, reasonable access means the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations.
- 3.** OSEA has the right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.
- 4.** The District shall inform the Association via designated Association contact(s) of the scheduling of new employee orientation with as much notice as possible.

K. Contingent upon the daily needs of their buildings, swing shift employees shall be allowed to attend Association meetings during their working hours. Time missed shall be mutually rescheduled within the workweek with the supervisor prior to the leave. It is recognized that the security of the building and pre-scheduled events have priority. Supervisors reserve the right to determine how many employees may be gone at a time.

L. There will be no whole department contracting out for the life of this contract. This provision does not become status quo after the expiration of this contract.

ARTICLE 3: MANAGEMENT RIGHTS & RESPONSIBILITIES

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the constitution of the State of Oregon including but not limited to the right:

- a. To the executive management and administrative control of the school system and properties and facilities and the duty hour activities of its employees.
- b. To hire and assign all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment or their discipline, dismissal or demotion and to promote and transfer all such employees.
- c. To create new jobs, change the content of existing jobs or eliminate jobs, when in its judgment such action is in the District's interest to do so.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices and the use of judgment and discretion shall be limited only by the specific and expressed terms of this Agreement and then only to the extent that such specific and expressed terms are in conformance with the constitution and laws of the State of Oregon and applicable federal laws.

ARTICLE 4: DISCIPLINE / DISMISSAL / JUST CAUSE

The District reserves the right to demote or dismiss any employee with just cause as described in this Article for unsatisfactory performance or where other circumstances warrant such action. Information forming the basis for disciplinary action will be made available to the employee and the Association at the employee's request.

Any item placed into the employee's working file shall be available for review upon their request and twenty-four (24) hours' notice. The employee will also have the right to submit a written response to the information placed in their working file.

Where the District determines that the nature of the offense is such that the unsatisfactory behavior or performance of the employee can be corrected and warrants continuance of employment, the following due process shall be followed for non-probationary employees and employees in a probation period due to transfer or hire into a different position:

- A. The employee shall be informed of the unsatisfactory behavior or performance by the supervisor and be given an opportunity to correct the deficiencies.
- B. The employee will be provided notice of the general reason for any investigatory or disciplinary meeting and reasonable time to arrange for Association representation, typically at least one (1) day's notice.
- C. Where the problem is unsatisfactory performance, the employee will be provided, in a written Plan of Assistance, specific examples, expected standards and time limits for the correction of the deficiencies, and the consequences should the deficiencies not be corrected to the satisfaction of the District.
 - 1. The Association will be informed when an employee is being placed on a Plan of Assistance. An Association Representative will be present during the initial meeting to review a draft Plan of Assistance unless the employee waives this representation.
 - 2. The supervisor and the employee will sign the Plan of Assistance which shall be placed in the employee's personnel file. The employee may attach a written statement of explanation to the plan.

3. Throughout this process, all employees have a right to Association representation.
- D.** When the District administration recommends unpaid suspension, dismissal or demotion for a non-probationary employee or an employee in a probation period due to transfer or hire into a different position, the District shall abide by the just cause provisions defined below:
1. The unpaid suspension, dismissal or demotion is the result of the employee's failure to meet standards of performance or conduct that the employee knew or should have known.
 2. All expectations will be reasonably related to the orderly, effective, and safe operation of the District and the District's ability to meet its responsibilities to the students and citizens.
 3. Employees shall be held to standards and expectations, based upon the requirements of their position, as well as standards customarily accepted in the field of work in which the employee is employed.
 4. The investigation or determination of facts regarding the employee's conduct or performance shall be conducted fairly and thoroughly.
 5. There shall exist sufficient evidence of the employee's failure to meet standards or expectations to warrant unpaid suspension, dismissal or demotion.
 6. The District shall consider the employee's prior work record prior to determining the level of discipline, or dismissal that shall be imposed.
 7. Information not already contained in an employee's personnel file that is used for a disciplinary action, must be reduced to writing and shared with the employee before any disciplinary process occurs.
- E.** Non-probationary employees and employees in a probationary period due to transfer or hire into a different position may seek review of dismissal in accordance with the grievance procedure of this agreement.
- F.** A non-probationary employee or an employee who is in a probation period due to transfer or hire into a different position who has been demoted or given an unpaid suspension shall be entitled to a hearing before the Board, as outlined below, if a written request is filed with Human Resources within fifteen (15) calendar days of the notice of suspension or demotion.
1. The Board will schedule time during an executive session within thirty (30) days of receipt of the request for a hearing. The Board will review the relevant documents and hear oral argument from the administration and from the employee and/or representative.
 2. The Board will then vote in open session to affirm, reverse, or modify the demotion or unpaid suspension.
 3. The Board hearing outlined in this section shall be the sole remedy for any employee choosing to challenge an unpaid suspension or demotion. Suspension or demotion is not subject to the grievance procedure of this agreement, nor to any review by the Employment Relations Board or any other court or agency.
- G.** Where the District determines that the nature of the offense is such that an administrative leave is necessary, the employee will be immediately relieved of duty until such charges are investigated by Human Resources and a decision is made regarding the appropriate discipline, if any. If the employee is cleared of any wrongdoing, the employee shall be reinstated without loss of pay or accrued benefits.

ARTICLE 5: GRIEVANCE PROCEDURES

The following grievance procedures shall apply to classified employees in the bargaining unit. There shall be no restraint, coercion, interference, or discrimination or reprisal exerted by either party on any employee concerning the filing of a grievance.

For prompt and equitable resolution of employee complaints alleging discrimination, please refer to BSD Administrative Regulation AC located on the BSD website. For information on harassment complaint procedures, refer to BSD Administrative Regulations GBN/JBA, GBNA or JFCF located on the BSD website.

A. Definitions

1. A “grievance” is a contention or a claim by the Association, a classified employee, or a group of classified employees with a common claim regarding a violation of the same article under the same circumstances, that they have been personally impacted by a violation of the terms of this Agreement.

A grievance shall not include, and this grievance procedure shall not apply to any of the following:
 - a. Any matter as to which the District is without authority to act.
 - b. Any attempt to change or amend this Agreement.
 - c. Any matter governed by Board Policy or Administration Regulation.
 - d. Evaluations of employee performance are not grievable.
 - e. Any matter not included within the Collective Bargaining Agreement is not grievable.
2. A “grievant” is the Association, a classified employee, or a group of classified employees with a common claim regarding a violation of the same article under the same circumstances, who initiate(s) a grievance, provided that the classified employee or group must be directly impacted by the conduct complained of in the grievance. A classified employee not directly affected by a ruling or interpretation of this Agreement is not an impacted person as defined above. A classified employee may have their grievance adjusted or resolved (including the dismissal thereof) without the intervention of the Association if:
 - a. The adjustment is not inconsistent with the terms of this Agreement; and
 - b. The Association President has been notified by the employee; and
 - c. The Association has been given the opportunity to be present at the adjustment.
3. The Association may file a grievance as long as the grievance states it is filed on behalf of at least one named unit member. In addition to the above, the Association may also initiate grievances where it alleges a violation with respect to its organizational rights provided for it by name in this Agreement.
4. The term “days” shall mean business days. Weekend or vacation days are thus excluded, except that, between May 1 and the start of the following school year, the time limits shall consist of all calendar days so that the matter may be resolved expeditiously before the start of the next school term (unless an extension is agreed to by written mutual consent) or as soon thereafter as is practicable.

B. LEVELS AND STEPS

LEVEL I – Supervisor/Director (Appendix C)

Step 1 (Informal Conference)

Since the purpose of this grievance procedure is to settle equitably and informally if possible, at the lowest possible administrative level, disputes constituting a grievance, a thorough discussion of the claim shall be conducted by the grievant and the supervisor to seek grounds for the resolution of the problem. The grievant shall advise the administrator or supervisor prior to the start of this conference that these discussions constitute the “informal conference.”

In order to be considered and processed beyond the Informal Conference, Level I, each grievance shall have been initiated within twenty (20) days of the occurrence of the cause for complaint, or, if the grievant did not have knowledge of said occurrence at the time of its happening, then within twenty (20) days of the first such knowledge.

Step 2 (Formal Conference)

In the event the problem has not been resolved at Level I, Step 1, the grievant shall, within ten (10) days after the informal conference, prepare a written statement (using the Grievance Record form located in Appendix C of this contract) of such fact constituting the complaint and setting forth:

- a.** Statement of the alleged contract violation;
- b.** Article and Section citation of language allegedly violated,
- c.** Remedy sought;
- d.** Decision rendered at the informal conference; and
- e.** Explanation of why the decision from the informal conference was refused.

The grievance record form shall be furnished to the designated Human Resources administrator who shall, within ten (10) days of receipt of the complaint, meet with the grievant and the appropriate administrator or supervisor and attempt to resolve the matter. Within five (5) days of the formal conference the designated Human Resources administrator shall prepare a written statement of the reasons for their decision.

Step 3 (Appeal)

Within ten (10) days of receipt of the decision or within ten (10) days after the formal conference held at Step 2, whichever is later, the grievant may file an appeal in writing to the Superintendent or designee, setting forth the grounds upon which the grievance is based and the reasons why the grievant considers the decision rendered at Level I, Step 2, to be unacceptable. Copies of the decision and statement of reasons from Step 2 above shall be filed with the appeal.

LEVEL II – Superintendent and Board

Step 1 (Hearing)

Within ten (10) days after receiving the appeal, the Superintendent or their designee shall meet with the grievant and the designated Human Resource administrator to discuss their respective positions on the matter.

Step 2 (Recommended Decision)

Within ten (10) days following the conclusion of the meeting, the Superintendent shall recommend a decision to the Board.

Step 3 (Board Decision)

The Board shall act on said recommendation on or before the date of its next regular meeting; provided that if it is received less than ten (10) days prior to such meeting, it shall act there on or before the date of its second regular meeting following such receipt. Its decision shall be written and shall be furnished to the parties.

LEVEL III – Arbitration

Definition of Grievances Subject to Arbitration

Insofar as the Board's decision is alleged by the grievant to be a violation of a specific provision of this Agreement and does not involve claims of discrimination in violation of State or Federal employment discrimination statutes, the grievant may request that such decision be submitted for binding arbitration. (Discrimination claims are excluded because of the adequate State and Federal administrative and judicial remedies applicable for redress of such claims.) Submission for binding arbitration must be with the concurrence of and by the Association. In such cases, the following procedure shall apply:

Step 1 (Notification of Intent to Appeal and Preparation of Submission Agreement)

Within ten (10) days of the date of the Board's decision, the Association shall notify the Chief Human Resource Officer of its intent to appeal the grievance to arbitration. Thereafter, the representative of the Association and the Chief Human Resource Officer shall meet to prepare a formal statement of the issue to be submitted to the arbitrator. If, after ten (10) days from receipt of the Notification of Intent to Appeal, agreement is not reached on the issue to be submitted to the arbitrator, each party may draft its own description of the issue to be arbitrated.

Step 2 (Selection of Arbitrator)

Within ten (10) days of the date of the Association's notification of intent to appeal, the District and the Association shall attempt to agree upon a mutually acceptable arbitrator who will make a commitment to serve. If none has been obtained within said period, then within the following ten (10) days either the Association or the Board may request that the Employee Relations Board (ERB) furnish a list of seven (7) arbitrators, and the selection of the arbitrator shall be in accordance with the voluntary labor arbitration rules of the ERB.

Step 3 (Arbitration Hearing)

The arbitrator shall confer with the representatives of the parties and hold hearings promptly and shall issue their decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date final statements and proofs on the issues are submitted to them. The arbitrator shall limit themselves to the issue(s) submitted to them. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted in accordance with the definition of grievances subject to arbitration. The arbitrator may not add to, subtract from, or amend the terms of this Agreement and shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement, nor may an arbitrator substitute their judgment for that exercised by an administrator or the Board on any matter reserved to management under the terms of this Agreement.

Insofar as the arbitrator's decision involves only matters subject to arbitration as above defined and is based on substantial evidence, such decision shall be final and binding on the grievant, all personnel of the District and the parties of this Agreement. The costs for the services of the arbitrator, including per diem fees and actual and necessary travel and subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring them.

C. GENERAL PROCEDURES

1. The grievant, who must be present at all steps of the procedure, may be represented at all steps of the grievance procedure by themselves or may at their option also have a representative of the Association present to represent them.
2. The number of days indicated at each level should be considered maximum and every effort should be made to expedite the process. However, it may at times become necessary to extend time limits. To be effective, these extensions must be mutually agreed to in writing by the parties involved at any time.
3. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified or agreed upon time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
4. Except as otherwise provided by law, a classified employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or state or federal administrative remedies for the conduct complained of, and failure to do so shall preclude resort to such other remedies.
5. In order to be considered under this procedure, each grievance must have been initiated at Level I Step 1 within fifteen (15) business days of the occurrence of the cause for complaint, or, if the grievant could not have had knowledge of said occurrence at the time of its happening, then within fifteen (15) business days of the first such knowledge.
6. Any grievance based upon an event or condition relating to an alleged violation of the terms of this Agreement which is not under jurisdiction of a supervisor shall be presented to the appropriate administrative authority. Any grievant may request, in writing, a conference with the supervisor or administrator who has approved the action which has caused them to be aggrieved. If the matter is not resolved by such conference, the grievant shall submit a statement which sets forth the basis and the particulars of their grievance as specified in Level I, Step 2.
7. The parties agree that the grievance procedures in this contract are intended to be used to resolve all issues about what the contract means. Because there is an arbitration provision that leads to a final and binding decision as to the interpretation of the contract, the parties agree that the grievance and arbitration procedure will always be used when it is available in lieu of other types of actions which raise an issue of contract interpretation.
8. Except as otherwise provided by law, meetings and hearings under this procedure shall not be conducted in public and shall include only such representatives of the District, the grievant(s) and their designated or selected representatives heretofore referred to in this Article.

ARTICLE 6: NO STRIKE PROVISION

Neither the classified association nor the classified personnel represented thereby will authorize, cause, engage in or sanction any form of concerted work stoppage or slowdown during the length of the contract. The classified

Association and classified personnel will act in conformance with the provisions of ORS 243.650 to ORS 243.782 governing strike. In the event of a teacher's strike, there shall be no lockout of classified employees. Adjustments in work schedules or duties due to a strike shall not be deemed a lockout. In consideration for which, classified employees will continue to report for work where scheduled or be deemed on strike in violation of this Agreement.

ARTICLE 7: LABOR MANAGEMENT

The objective of this process is to promote open communication and mutual respect so that issues can be resolved in the best interests of the employees and the District.

The District agrees to meet monthly with the OSEA Chapter President and the OSEA representative to discuss issues and concerns. Additional OSEA members may be included in the monthly meetings by mutual agreement. Concerns that need to be pursued may be appointed to an Ad Hoc Committee for resolution. Members of the Ad Hoc Committee will be appointed by the Superintendent or designee and the OSEA Chapter President. It is understood that these meetings are not a continuation of negotiations. This Article does not take precedence over any other article.

ARTICLE 8: WORK HOURS AND PAY RATES

A. Work Calendar

1. The District shall provide the Association with the adopted school year calendar and the work calendars for employee classifications within fourteen (14) days after each calendar is finalized.
2. The District retains the right and authority to change the days on which school shall be held and make other adjustments to the calendar as may be required. In the event adjustments are made to said calendar, the salary of classified personnel set forth in the salary schedule included in this Agreement shall be adjusted for the added or deleted days on the basis of the classified employees' daily rate under said salary schedule. The District shall notify the Association of any intended calendar changes that will exceed five (5) days of increase or reduction before implementation. Increases or reductions to the calendar that exceed five (5) days shall not be implemented without first providing the association an opportunity for input.

B. Step Placement

The District will establish the beginning step placement for newly hired employees on the current salary schedule. The following criteria will be taken into consideration: years of relevant experience, education and training.

C. Advancement on the Salary Schedule

Each eligible classified employee who has been in a paid status a minimum of seventy-five percent (75%) of the scheduled work year during the immediately preceding school year, shall be advanced one step on the appropriate salary schedule. Days of absence caused by job-related illness or injury qualifying for Workers' Compensation shall be counted as days worked for the purpose of determining the employee's eligibility for advancement on the salary schedule. Exceptions to the minimum number of days required for advancement on the salary schedule may be made at the discretion of the designated Human Resources administrator.

D. Position Placement and Review

1. New Positions

Salary placement of newly created positions or positions that undergo a substantive change in duties will be determined by the District and shared with the Association prior to implementation. The Association will have fourteen (14) days to request in writing to bargain the salary placement.

2. Position Review

- a.** In the event that an employee believes they are permanently or regularly performing the duties and responsibilities of an existing position in the bargaining unit that is higher in classification or compensation, the employee may submit a written request for reclassification to the designated Human Resources administrator. The request shall state the employee's current classification, the classification in which the employee believes they should be more properly placed, and a description of the kinds of higher-level duties performed and the percentage of time spent doing them. An employee may make no more than one such request per year. The Position Review Committee will make an effort to meet to consider such requests within twenty (20) business days of the date the request was made.
- b.** If it is determined that a change in classification is justified, the District will either reclassify the position or restructure the work assignment to comply with the existing classification.
- c.** In the event that a position is reclassified, the rate of pay shall be determined based on the employee's qualification and years of service. The effective date for any salary change shall be the first day of the month following the approval of the reclassification.

E. Change in Position

- 1.** When a classified employee applies for and is hired to a different position, or has a position added outside of their current position and salary schedule, (e.g. Support Services, Custodial, Food Services), salary placement will be based on the current job description of the new position and determined by the number of years of experience and relevant education/training.
- 2.** When an employee is placed in the same job title, for non-disciplinary reasons, whether through transfer, application or hours added, the employees shall maintain their current salary placement.
- 3.** Except in the case of layoff and bumping, the District will not make unilateral, non-disciplinary demotions that result in lower pay.
- 4.** If a transfer to a lower position is disciplinary as determined by the District, the employee shall be placed at the lower classification for the added position, and salary placement will be based on the current job description and determined by the number of years of relevant experience and education/training as it relates to the added position.

F. Exempt Employees

- 1.** Exempt employees assigned a work calendar fewer than two hundred sixty (260) days per year will be paid per diem (prorated for partial days) for any additional days worked (not traded) beyond the start or the end of their work calendar or on a designated holiday at the direction of their supervisor.
- 2.** Exempt employees are exempt from rest and meal period requirements and are expected to work a minimum of forty (40) hours per week (eight (8) hours per day, five (5) days per week) or per their

assigned schedule. They are not eligible for additional compensation or flex time for work beyond scheduled hours, except for work on designated holidays as defined in Article 16.

3. Exempt employees shall track all absences during their scheduled workweek and use available paid leave for any absence exceeding two (2) hours, including the initial two (2) hours.
4. With prior supervisor approval, schedules may be adjusted in exceptional cases (such as working a weekend day and taking a subsequent day off).

G. Workplace Closure or Delayed Start

1. Workplace Closure

When the District determines schools are to be closed for reasons such as inclement weather, classified employees will report and be compensated as follows:

- a. The District will designate an essential crew list of staff who are expected to report to work during all workplace closures unless there is an announcement to the contrary. The essential crew list will be identified no later than October 15 of each year, and may be amended during the year if needed. The previous year's list will remain in effect until the updated list is identified each fall. Supervisors may call in any additional staff members as needed.
- b. Classified employees (including exempt employees) who are required to report to work in person will receive extra compensation for work performed during the closure period, per the Call Back Chart in Section 8.I.2.
- c. Non-school-based classified employees in a position approved for telework will work remotely if they are practically able to do so and will be paid their normal daily rate for the hours they work.
- d. School based employees who are not required to work will be paid their normal daily rate for the hours they were scheduled to work.
- e. If the District adjusts the school calendar to make up for the missed days, employees who were paid but not required to work on the weather closure day will work the additional days without further compensation.
- f. Timesheet-based part-time employees will be paid only for actual time worked on closure days and makeup days.

2. Delayed Start

- a. When the school start time is delayed for reasons such as inclement weather, classified employees are required to report to work as close to their regular starting time as they are able to do so safely.
- b. Employees' pay will not be reduced and charges will not be made to leave balances if the employee reports to work no later than two (2) hours after their regularly scheduled reporting time. Timesheet-based part-time employees will be paid only for actual time worked.

3. Employees on Leave

When the District closes due to inclement weather or other emergency conditions, planned sick leave or personal time off will not be deducted with the exception of staff who are on extended leave of ten (10) or more consecutive work days.

H. Overtime Pay, Compensatory Time, and Flex Time

1. Overtime

- a.** Overtime will be scheduled and approved by the District when it determines such work is needed, and will be paid at the rate of time-and-one-half based on the pay rate for the position in which the extra time was worked outside of the employee's regular schedule.
- b.** Employees must have prior approval from their manager before working overtime.
- c.** When budgeted funds are not available, the employer may compensate employees with compensatory time rather than overtime pay. Prior to the performance of the work, the employer will stipulate whether the work will be compensated by overtime pay or by compensatory time.
- d.** The work week for purposes of calculating overtime pay and compensatory time commences at 12:00 a.m. Monday and ends at 11:59 p.m. on Sunday. Overtime will be paid or compensatory time will be accrued for any work performed in excess of a forty (40) hour work week at a rate of time-and-one-half. When a holiday or vacation day falls within a work week, overtime/compensatory time will be paid/accrued on a basis of time paid rather than time worked.

2. Flex Time

- a.** Flex time is defined as shifting hours worked within a work week, not exceeding forty (40) hours, such as working six (6) hours on one (1) day and ten (10) hours on another day within the same week, or working the usual number of hours in a day with a different start and end time.
- b.** Employees or supervisors may request, in writing, to flex the employee's schedule on a short-term basis, not to exceed one (1) business week, for any reason. Schedules will only be flexed upon mutual agreement between the employee and the supervisor; this will not reduce the total assigned hours of the employee. Employees may not be required to work fewer hours during their normal work schedule in order to accommodate a non-work day operational need unless the change is permanent or part of a flex time arrangement. In lieu of flex time, the employee may be required to work overtime.

3. Compensatory Time

- a.** Compensatory time is defined as time accrued in lieu of additional pay when an employee works more than their usual number of hours.
- b.** Additional work that does not exceed forty (40) hours in a week will accrue compensatory time at the actual rate of hours worked. Additional work beyond forty (40) hours in a week will accrue compensatory time at the rate of one-and-a-half times the number of overtime hours worked.
- c.** The use of accrued compensatory time shall be mutually agreed upon by the employee and supervisor. Employees shall be permitted to use accrued compensatory time with prior approval from the supervisor provided the requested dates are not disruptive to the operation of the District.
- d.** Compensatory time balances may not exceed eighty (80) hours of actual time worked at any time during the year. Any compensatory time balances in excess of eighty (80) hours will either need to be paid for by the District or a plan will be developed by the supervisor and employee to use the excess hours over the next thirty (30) days. Any additional overtime work when in excess of eighty (80) hours of accrued compensatory time will be paid at the overtime rate.
- e.** Compensatory time may be used in increments of a quarter-hour up to a full work day.

I. Call Back Compensation

1. Call Back Compensation Provisions:

- a. Employees called in to work on a scheduled holiday must report for work but shall be paid for such work at their regular rate of pay in addition to their holiday pay.
- b. An employee who has completed their regular working day and is called back to work in person more than thirty (30) minutes after the completion of their shift shall be compensated a minimum of two (2) hours at the rate listed on the chart below. This does not apply to work scheduled in advance.
- c. An employee who is called back to work and can perform such work remotely shall be paid for the actual time worked for a minimum of thirty (30) minutes.
- d. All Nutrition Services personnel shall be paid time-and-a-half for all hours worked when scheduled by the District to return to the school building after regular working hours to work during special events. This does not apply to work hours for district nutrition services programs outside the regular school day.

2. Call Back Chart

Call Back	Compensation
Contract Day	The employee will be paid time-and-a-half for a minimum of two (2) hours or time-and-a-half for actual hours worked, whichever is greater.
Non-Contract Day	The employee will be paid straight time for a minimum of two (2) hours or actual time worked, whichever is greater. Any hours paid in excess of forty (40) will be compensated at time-and-a-half.
Paid Holiday or Unscheduled Closure	When a classified employee (including an exempt employee) is required by the District to report in person during a holiday or unscheduled closure, in addition to being paid their regular (straight-time) hourly rate for the holiday or closure, the employee will be paid an additional amount equal to their hourly rate of pay for all hours worked, for a minimum of two (2) hours or actual time worked, whichever is greater. Any hours worked on the holiday or unscheduled closure that cause a non-exempt employee to exceed forty (40) actual hours worked in the workweek will be compensated at double time instead of time-and-a-half.
Remote Work	The employee will be paid for actual time worked at a rate of time-and-a-half for a minimum of thirty (30) minutes. Any hours paid in excess of forty (40) will be compensated at time-and-a-half.

J. Attendance at Required Workshops

1. Where the District requires classified employees to attend workshops, seminars, conferences, courses, or other training sessions, employees will be compensated as follows:
 - a. The District will not deduct pay for the time spent in required courses, workshops, seminars or conferences during the hours normally worked by the classified employee.

- b. The District will compensate at the employee's regular straight time hourly rate for all hours spent by the employee in actual attendance at the specific function required. Maximum pay for a full day spent at a conference is normally limited to eight (8) hours unless the required activity takes place after completion by the employee of a full day's work on their regular job. Where such hours exceed forty (40) in one week, the District will pay such hours spent in the required activity at the rate of time and one-half the employee's regular straight time hourly rate or instead grant compensatory time off during the remainder of the employee's pay period.
2. When a particular license, certification, permit or credential is required of an employee as a prerequisite to employment in a particular position, the employee will not be compensated for time spent in attending workshops, seminars, conferences, courses, or other training sessions which are required to meet or renew such qualifications when the employee has voluntarily accepted such position. The employee may apply for tuition reimbursement for the costs of such training under provisions of Article 20.

K. Mileage Allowance for Personal Vehicles

1. The District shall reimburse any classified employee for all authorized miles driven on behalf of the District required either as part of their regularly assigned duties or any special assignment, provided the employee makes suitable accounting for such authorized mileage on the District's form and subject to the prior approval of the employee's supervisor.
2. The employee assumes all liability including:
 - Loss or theft of personal property;
 - Damage to themselves and/or their passenger; and
 - Damage to the vehicle.
3. Authorized mileage shall be reimbursed based on the District's mileage chart or, if not listed, at the actual miles driven or as provided below.
 - a. In-District: When requested, mileage will be reimbursed from one worksite to another worksite. Reimbursement shall not be made for miles driving to and from the employee's residence.
 - b. Out-of-District: When mileage reimbursement is requested for required travel to and from out-of-district locations and the employee travels directly from home, mileage will be reimbursed for the distance from the employee's regular worksite or their home (whichever is less).
 - c. Authorized mileage shall be reimbursed at the rate established by the IRS. Mileage expenses should be submitted after at least ten dollars (\$10) of expenses have accumulated or in the month of June to close out the fiscal year.

L. Working Out of Classification

When an employee from a lower classification is assigned to perform the duties of an absent employee or vacant position not consistent with the duties of their current position, for a period longer than four (4) hours, the employee working out of classification will be paid their current wage plus four dollars (\$4) an hour for all work performed out of class during that period including the first four hours. To be eligible for payment, the employee must submit documentation on an exception timesheet before the cut-off date for the current or next payroll period.

M. Summer Break Work

Qualified regular less-than-twelve (12)-month employees may request temporary employment with the District during the summer break. The employee shall be paid the summer rate established by the District for the job they are working. Such summer rates may be tiered based on relevant experience. The District will provide summer pay rates in writing for each summer school position prior to filling those positions.

N. Remote Work

Certain classifications/positions as identified by the district have the ability to work from home and when this opportunity arises employees in those classifications may request to work from home via district policy on telework. This policy may be jointly reviewed by the District and the Association once per year upon request of either party in order to assure that the policy is functioning as intended.

ARTICLE 9: TRANSPORTATION DEPARTMENT

A. Fall Route - Assignment Procedure:

All routes, except those reserved for Driver Trainers, will be bid at least one (1) time each school year. Bidding on all routes will be based on seniority. The bidding schedule will be posted in an area accessible to all drivers. Drivers that have the same date of hire will draw lots prior to their turn. The District will pay drivers who are present at fall bidding one (1) hour to annually bid a route. If a driver will be unable to bid at the allotted time, they may fill out a bid proxy form in advance and give it to the OSEA representative or designee who will be present during the bidding process and will proxy bid for drivers not present during bidding. At bid time, each driver will have a five (5) minute time limit when it is their turn to bid. If a driver is absent and has not provided a proxy bid, the next senior driver will bid and the absent driver will be passed over until they are present to bid. After fall bidding, drivers are required to test drive their routes. They will be paid up to three (3) hours to do so. If the allotted time is insufficient, the driver may request additional time from their supervisor.

B. Guaranteed Minimum Weekly Route Assignments:

1. All regular and special education routes will be based on a guaranteed weekly minimum (Monday – Friday) falling into one of the following categories:
 - a. Twenty (20) hour weekly minimum
 - b. Thirty (30) hour weekly minimum
 - c. Thirty-five (35) hour weekly minimum

Each of these routes will provide a guaranteed minimum number of hours each week, except during those weeks when not all schools and/or programs on a route are in session. The “minimum” is intended to provide a guaranteed base and does not limit the number of hours that may be assigned to any route.

2. The District’s obligation to weekly assignment minimums can be met by assigning work, other than bus driving, on the condition that the employee does not suffer any loss of rate of pay for the guaranteed minimum. If a higher rate is appropriate, that rate will be paid. In addition, any work which a driver volunteers to perform during the week (Monday – Friday) will count towards the weekly assignment minimum.

3. The District will assign routes or segments of routes that become available after school starts based on proximity and availability to ensure guaranteed weekly minimums are met for all routes. Route assignments designed to meet the weekly minimum on a specific route are mandatory work assignments and may not be refused. These mandatory assignments will not include after-school route segments.
4. Any remaining routes or segments of routes that become available after all weekly route minimums are filled will be posted on the bid board and awarded to the most senior driver based on their proximity to the unfilled route or route segment, their availability and overtime status. Consideration will be given to persons bidding with the least amount of overtime in the bid. Routes posted for bidding will remain up for three (3) work days and assigned to the senior driver based on availability and overtime status. Routes posted for bidding may be assigned on a temporary basis until a driver, who meets the qualification, is able to be assigned the route through the bidding process. If a route has gone through all of the previous bidding requirements in Sections A and B, the district may assign the route to a new driver who trained on that route.

C. The District may require drivers to transport students prior to the first student day of the school year.

D. Leave Accrual & Usage

Drivers will accrue and use paid leave balances based on a rolling monthly average of their daily work hours, up to a maximum of eight (8) hours. The average will include all hours worked during the week, including evening and weekend field trip assignments. Eligible paid leave requests and holidays will be paid based on the driver's daily work hour average in the prior month.

E. Field Trips

1. On a non-school day, if a bus driver is scheduled by the District for a specific field trip or special run, and they report to the Transportation Center(s) and the trip is cancelled before the driver has departed from the bus garage, the driver will be paid for the time they are on the clock and has the option to take up to two (2) hours pay at their appropriate pay rate, or be placed at the top of the trip list. If the driver further reports on to the school from which the trip is scheduled, the driver will be paid for the time they are on the clock and has the option to take up to three (3) hours pay at their appropriate pay rate or be put at the top of the trip list.
2. Overnight field trip drivers will be paid for the actual driving hours for the trip, to and from the destination. Additional days of the trip will be paid at a minimum of eight (8) hours per day or for the actual driving hours, whichever is greater.
3. Unless attached to a route, mid-day trips, shuttles, after-school runs and assigned trips are considered additional work.

F. During the school year (as defined by the established first and last day of school for all students), or if a field trip or special run on a day when school is not in session is completed in less than five (5) hours, the bus driver will be paid five (5) hours pay at their straight time rate.

G. During the summer recess period drivers will be paid for a minimum of four (4) hours of work for each day worked.

H. The District may designate positions as "Spare Driver" positions, which will be posted or assigned with a designated minimum number of scheduled hours (Monday–Friday) between the hours of 5:30 a.m.

and 5:30 p.m. during the days when Beaverton schools are in session. This assumes the Spare Driver is available during these work hours; otherwise the driver will be paid for actual hours worked. In addition, any work which a Spare Driver chooses to perform during the week (Monday–Friday) will count towards the weekly assignment minimum, including work that goes outside the hours identified above.

- I. If the time period between a driver’s anticipated clock out time and clock in time, between assignments, is greater than thirty (30) minutes, the driver must contact dispatch and go off paid status. If the time period between a driver’s anticipated clock out time and clock in time is less than thirty (30) minutes, the driver must report availability and location to Dispatch. During this time period the driver may complete any normal job duties or any special assignment given by Dispatch. The driver must remain in contact with Dispatch during this time period and be available for work.
- J. Work schedules may change due to some schools and/or programs not being in session, or some schools starting late or ending early. Some routes may be combined to reduce the numbers of drivers needed to reduce operating costs. Drivers who are required to report for work may choose one of the two options below if they are not needed for other assignments.
 - 1. Come in and work the required hours to transport schools and/or programs that are in session. Drivers will be paid the hours actually worked if they wish to leave after finishing their assignment; or
 - 2. Come in and work the required hours. If the required worked time is less than four (4) hours, drivers may remain on the clock and work at least a four (4) hour guarantee.
- K. There will be no “stand by” rate pay.

L. Transportation Handbook Committee

The committee will be responsible to review and develop revisions to the Transportation Employee Handbook. All committee decisions will be by consensus agreement, and the committee will use an interest-based process for their decision-making protocol. Nothing in this article is intended to displace Association or District rights under the Collective Bargaining Agreement. The parties shall identify and address solutions for issues of mutual concern. The committee will consist of up to four (4) members appointed by the Association and up to four (4) members appointed by the District. The Association and District representatives on this committee have the authority to act as delegated to them by the Association and District respectively.

- M. To be in compliance with ODE standards, eight (8) hours of paid training will be provided to certified Beaverton School District bus drivers annually, to be scheduled at the discretion of the Administrator for Transportation.

ARTICLE 10: PAYROLL PERIODS AND PAYROLL DEDUCTIONS

Payroll Periods

Paydays and cut-off dates for payroll periods shall be determined when the school calendar is established. These dates shall be published and given to all classified employees at the beginning of each school year.

The District may implement a semi-monthly payroll with the pay dates to be determined by the District. Payroll will be distributed by direct deposit.

Employees hired after July 1, 2009 shall be paid on the twelve (12) month check system. Employees still enrolled in the ten (10) month check system shall have the option to remain on the ten (10) month check system or move to the twelve (12) month check system.

If an error is made to an employee's payroll, the employee may request a one-on-one meeting with Payroll to have the correction explained. The employee may choose to bring a representative.

Correction of errors or omissions made by the District to the advantage or disadvantage of an employee shall be fully retroactive. Upon confirmation that an underpayment error has been made, the District will correct the underpayment in accordance with ORS 652.120(5). When the underpayment represents less than five (5) percent of the employee's gross wages, the amount may be paid on the next regular payday. If the underpayment represents more than five (5) percent of the employee's gross wages, the amount must be paid to the employee within three (3) business days.

ARTICLE 11: SICK LEAVE

- A. "Sick leave" means an employee's absence from duty because of their own illness or injury which prevents the employee from working, the illness or injury of an immediate family member, or for any other reason set forth in Oregon sick time law. Immediate family includes the employee's spouse or partner, parent, child, grandparent, grandchild or sibling; or the spouse or partner of a relative in the categories listed above. Family members include biological, adoptive, foster, and step relatives.
- B. Sick leave shall be granted to all employees on the basis of one (1) day's leave for each month of regular employment with a minimum of ten (10) days and a maximum of twelve (12) days sick leave for a full year of employment. Less than twelve (12) month employees who work in their regular job classification during July and August will be credited with one (1) day of sick leave (calculated on their summer daily work hours) provided they work at least twenty (20) days per month. Sick leave shall be accumulative during the continuous service of the employee to this District. Sick leave shall be credited to said personnel on a monthly basis for each month worked. Employees will have sick leave available (accrued as of the last day of the month prior to their absence) for use. Online platforms that enable employees to access and manage their HR and payroll information are updated monthly and may not accurately reflect current sick leave balances.
- C. Employee sick leave is pro-rated within each contract year. Employee pay will be deducted for any days on leave for which paid sick leave is unavailable. Upon an employee's separation from the District, any sick leave used but not earned by the time of separation must be repaid and will be deducted from the employee's final paycheck.
- D. Any employee who is absent because of illness for five (5) or more consecutive work days or who shows a pattern in use of sick leave which gives rise to a suspicion of abuse of the sick leave benefit may be required by their supervisor to file with Human Resources a certificate from their physician attesting to such illness or provide other documentation to substantiate the leave. Such documentation may be required at the end of each payroll period during an extended absence.
- E. Sick leave shall accumulate for an unlimited number of days. Transfer of sick leave from another Oregon school district shall be allowed up to that carried by the most recent employing Oregon school district. Sick leave transferred in from another district shall not be effective until the employee has completed thirty (30) working days for the District.

- F. Unless otherwise prohibited by law, eligible retiring PERS Tier One (1) and Tier Two (2) employees shall be compensated through the Public Employees Retirement System for accumulated unused sick leave in the form of increased retirement benefits upon service or disability retirement.
- G. An employee who has expended all accumulated sick leave and has applied for and been denied coverage under Paid Leave Oregon for reasons other than the prior exhaustion of PLO benefits shall be granted additional sick leave compensation in full-day increments according to the employee's years of experience with the District. In the event an employee is denied PLO benefits, additional sick leave compensation that is available as outlined below will be paid retroactively to the first date filed with PLO. The following schedule will apply once only during an employee's career with the District:

One (1) to five (5) years of District experience: two-thirds salary for five (5) days

Six (6) to ten (10) years of District experience: two-thirds salary for ten (10) days

Eleven (11) or more years of District experience: two-thirds salary for twenty (20) days

Any sick leave days at two-thirds pay used during one of the above periods (e.g., one to five (1-5) years District experience) will be subtracted from the days available during another period (e.g., six to ten (6-10) years of District experience). Thus, an employee who used five (5) days sick leave at two-thirds pay under this policy during the first five (5) years of District service would be eligible for an additional five (5) days of sick leave at two-thirds pay when the employee reached six to ten (6-10) years of experience with the District. This additional non-accumulative sick leave shall not apply to the calculation of retirement benefits under ORS 237.153.

ARTICLE 12: PERSONAL TIME OFF

A. Accrual and Use of Personal Time Off

1. Three (3) non-cumulative personal time off (PTO) days are provided per year. Classified employees on a 212-day or 222-day work calendar shall receive four (4) non-cumulative PTO days per year. Personal time off for members who work less than the normal work year shall be prorated in accordance with that member's scheduled work year.
2. PTO may be used in increments of full or half shift hours. PTO may be taken in smaller than half shift hour increments with supervisor approval. PTO may not be used on District-published blackout days.
3. PTO days may be used without explanation and for any reason. Prior notice to the supervisor of one full business day is required during the business week unless the absence follows the weekend or holiday, in which case notice must be provided at least three hours before the end of the employee's previous work shift. If notice is not provided, the days will be changed to unpaid. Usage on blackout days will also be changed to unpaid days.

The only exception to providing notice or using PTO on a blackout day is for unavoidable emergencies, e.g. inclement weather. In these instances, the employee shall file a written statement or District form with the supervisor and Human Resources as soon as possible but in no cases more than two (2) days after the return to work. The statement will define the emergency negating the required prior notification or the use of PTO on a blackout day.

4. Personal time off may be used for leaves when all other paid time is exhausted.

5. Upon completion of the contract year in paid status, classified employees shall be compensated for up to three (3) unused PTO days at the member's hourly rate.

B. Extension of Personal Time Off (PTO)

1. Extension of personal time off applies only if the member is not qualified under FMLA/OFLA/PLO or does not have paid leave available. The Family Medical Leave Act/Oregon Family Leave Act laws allow for employees to use sick leave in the case of an absence due to bereavement. FMLA/OFLA allows up to ten (10) days per qualifying event.
2. For BSD classified employees who may not qualify for FMLA/OFLA/PLO, and/or for whom sick leave is unavailable, a total of five (5) extended days may be granted for bereavement or critical illness or a combination of both in a school year.
3. A member must first exhaust their personal time off days and other appropriate leave balances to be eligible for extended days. A maximum of five (5) extended days may be granted for bereavement or critical illness or a combination of both in a contract year. A member may apply for an extension in anticipation of the need.
4. The request must be approved by the principal or supervisor and the Executive Administrator of Human Resources over Classified Personnel.
5. Verification establishing the need for the leave must be presented to the principal or supervisor upon request.
6. In case the nature of the extension of personal time off makes this impossible, the statement shall be filed immediately upon return to school.
7. For purposes of extensions, the following definition of immediate family will apply: Immediate family shall mean spouse, domestic partner, children, grandchildren, parents, grandparents, brothers, sisters, parents of the spouse or domestic partner, and those in loco parentis to the employee or employee's spouse, or a member of the immediate household whose official residence is the same as that of the employee or for whom the employee is legally responsible.

C. Application for Personal Time Off (PTO) Donation

Bargaining unit members on a qualifying District leave resulting from the employee's or an immediate family member's critical illness or injury and who have been in unpaid status for at least five (5) days, may request PTO donation days. The following procedures will be implemented:

1. The bargaining unit member will notify the Association of their need for paid leave due to critical illness or injury. This program will not begin until initiated by the bargaining unit member and will not interfere with member's extended sick leave entitlement if the member chooses not to participate.
2. The Association will notify the Executive Administrator of Human Resources over Classified Personnel of the request to verify eligibility.
3. The Association will solicit days from the bargaining unit. The donation amount shall not exceed the period in which the employee qualifies for long-term disability benefits.
4. Payroll will process the days as instructed by the District after receiving the information from the OSEA President.

D. Guidelines for Personal Time Off Donations

In consideration of the extenuating circumstances, donation of personal time off days from OSEA members will be approved with the following understandings, conditions and limitations:

1. All contributions of personal time off days are irrevocable.
2. All contributions to the bank are voluntary. The District shall be defended and held harmless from any claim arising from honoring the “pooling” in this matter.
3. Each association member who volunteers to donate their personal time off day must sign a waiver indicating they are forfeiting their personal time off day for that school year.
4. Association members from any building in the District may contribute to this bank.
5. The District is not responsible for any personal tax liability that may be incurred by the donating employee or said member should any liability arise.

ARTICLE 13: LEAVES OF ABSENCE

A. Temporary Medical Leave

1. Employees who experience illness or injury are eligible for leave until such time as they exhaust their accrued paid leave and, if eligible, their leave entitlement under state and/or federal leave laws, such as the Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA) and/or Paid Leave Oregon (PLO). An employee who is temporarily unable to remain in continuous employment after the exhaustion of contractual and statutory leave because of extended illness, extended absence due to injury, pregnancy or for other appropriate medical reasons shall be eligible to request temporary medical leave. Such leave shall be without pay. Consideration for leave approval will be based on the operational needs of the District.
2. If a temporary medical leave is granted, the commencement date of the employee's leave shall be established cooperatively by the employee, the physician, the supervisor, and Human Resources. Such decision shall be based solely on the employee's ability to perform all essential job functions which are normally required by their assignment. Reinstatement of the employee to their assignment shall be determined in the same manner, subject to conditions stated in paragraphs 3 and 4.
3. If a temporary medical leave is for one (1) year or less, the employee shall be reinstated to their original position. If the position no longer exists, the returning employee will be assigned the next available position which is similar in duties, assuming the employee meets all other qualifications. If leave extends beyond one (1) year the employee shall be terminated and given opportunity to reapply for employment.
4. A temporary medical leave may be granted until the end of the employee's working year, if requested. Extensions of a temporary medical leave, when the employee's attending physician attests to their inability to perform regularly assigned duties, will be approved at the discretion of the District. If granted, the extension may be for a maximum of one (1) working year.
5. An employee who intends to return from a temporary medical leave effective at the beginning of a new working year must notify the designated Human Resources administrator of the intent to return to work. An employee contracted to work twelve (12) months will need to confirm their intention to return to the District ninety (90) days before expiration of the leave of absence. Employees who are contracted to work less than twelve (12) months must provide notice no later than April 1 prior to the

beginning of the next contract year. Failure to provide such notice, or failure to return from leave at its expiration, will be considered a resignation unless such leave has been extended in writing.

6. Benefits accrued prior to being granted temporary medical leave shall be retained, but additional benefits shall not be accrued while on leave.
7. Completion of three-fourths of a working year (.75 x the number of annual working days) shall be required to receive credit for that year for benefits which are accrued for a year of employment.
8. An employee on temporary medical leave may continue insurance coverage for the period of the leave subject to the COBRA provisions provided the employee pays the premium to the Payroll Office before the first of each month.

B. Extended Personal Leaves of Absence

1. Classified employees who desire an extended leave of absence shall submit a written request to Human Resources, via the supervisor, for review and determination by the designated Human Resources administrator. Employees requesting extended unpaid leave to care for a family member (as defined in Article 11) must first apply for Family Medical Leave and/or Paid Leave Oregon (PLO). When the request for leave is to care for a family member, in which the employee would be eligible to use sick leave, all paid leave must be exhausted before being placed in an unpaid status. If the employee is eligible under state and/or federal leave laws such as FMLA and/or OFLA, these leave entitlements shall run concurrently with Extended Leave.
2. Extended leaves of absence are granted without pay or benefits. Those requesting leave must have been employed by the District for a minimum of three (3) continuous years.
3. The employee may continue insurance coverage for the period of the leave subject to COBRA provisions provided the employee pays the premium to the Payroll Office before the first of each month.
4. Upon return from leave, all benefits to which an employee was entitled at the time the employee's leave of absence commenced shall be restored. Completion of three-fourths of a working year (.75 x the number of annual working days) shall be required to receive credit for that year for benefits which are accrued for a year of employment.
5. The employee will be re-assigned to their former job classification. If there is no available position within the job classification, the returning employee will be assigned the next available position which is similar in duties, salary and hours, assuming the employee meets all other qualifications.
6. If a leave is for a contract year, an employee must notify the designated Human Resources administrator of the intent to return to work. An employee contracted to work twelve (12) months will need to confirm their intention to return to the District ninety (90) days before expiration of the leave of absence. Employees who are contracted to work less than twelve (12) months must provide notice no later than April 1 prior to the beginning of the next contract year. Failure to provide such notice, or failure to return from leave at its expiration, will be considered a resignation unless such leave has been extended in writing. If the leave extends beyond one (1) year, the employee will be terminated and given the opportunity to reapply for employment.

C. Family Medical Leave

1. Pursuant to state and/or federal leave laws such as the Federal Family Medical Leave Act (FMLA) and the Oregon Medical Leave Act (OFLA), employees may be eligible for family or medical leave for certain qualifying reasons.

2. Eligible reasons to apply for state and/or federal family medical leave may include an employee's own serious medical condition; to provide for an immediate family member with a serious health condition; to care for a newborn infant or newly adopted or foster child; or to care for an employee's child suffering from a non-serious illness or injury; to deal with the death of an immediate family member by arranging and/or attending the funeral or grieving the death; family military and any other FMLA, OFLA or PLO designated reason.
3. The Family Medical Leave Act and Oregon Family Leave Act provide for unpaid time off. However, an employee's accrued paid leave will be applied at the same time as FMLA or OFLA leave until exhausted. Accrued leave will be applied in the order of sick leave followed by extended sick leave and then, if earned, vacation leave. After the exhaustion of paid leave, the remaining leave period will be unpaid.
4. An employee shall submit a completed Leave of Absence application form to Human Resources at least thirty (30) days prior to the beginning of a foreseeable need for leave. Failure to submit a completed leave request when leave is foreseeable may result in delay or denial of leave.

D. Short-term Unpaid Leaves

1. An employee may request a short-term unpaid leave of up to thirty (30) calendar days. An employee must first exhaust all other appropriate leave balances to be eligible for unpaid leave days.
2. Short-term unpaid leave may be granted provided a suitable replacement is available and the leave is neither disruptive to the operation, nor during either the first two (2) or the last two (2) weeks of the school year. However, in an emergency situation a waiver may be granted with the approval of the supervisor and the designated Human Resources administrator.
3. Unpaid leaves of up to three (3) days are approved by the principal or department administrator. Unpaid leaves of more than three (3) days, or unpaid leave that falls immediately before or after a recess period or holiday, must also be approved by the designated Human Resources administrator.
4. An employee must be in a paid status (working or using accrued paid leave), or on an approved FMLA/OFLA/PLO leave, for at least one (1) of the first four (4) working days of the month, in order to be eligible for the District's monthly insurance contribution. If the employee is in unpaid status for the first four (4) working days of the month, and not on an approved FMLA/OFLA/PLO leave, District benefits for that month will be at the employee's expense should they wish to continue health insurance.

E. Temporary Military Leave

Time necessary for employees called into temporary active duty of any unit of the United States Reserve shall be granted for a period not exceeding fifteen (15) calendar days in any one (1) calendar year provided such obligations cannot be fulfilled on days when school is not in session. To be eligible for such leave the employee must file their military orders with the District at least five (5) days before the leave is to commence. In such cases, an employee who has been employed by the District for at least six (6) months prior to the commencement of their temporary leave shall be paid their regular pay in addition to any pay which they receive from the armed forces.

F. Bereavement Leave

1. Up to three (3) days of paid leave shall be granted for a death in the employee's immediate family per occurrence. For purposes of this section, immediate family is defined as follows:

- a. Spouse/partner of employee;
 - b. Children, grandchildren or grandparents of the employee or spouse/partner;
 - c. Parent or person in loco parentis to the employee or spouse/partner;
 - d. Sibling of the employee or spouse/partner;
 - e. Step-relatives in the categories listed above.
2. Employees may utilize PTO, vacation or sick leave to extend a bereavement leave beyond the provided three (3) days.
3. Employees may utilize PTO, vacation or sick leave for the death of an individual not listed above.
4. Employees may also utilize bereavement leave available under state law. In such situations, employees may utilize PTO, vacation or sick leave to remain in paid status.

ARTICLE 14: SAFE & HEALTHY WORKING ENVIRONMENT

The District and the Association are committed to the health and safety of all employees, and mutually agree to promote a safe and healthy work environment.

A. Physical Environment

1. The District will comply with state and federal laws and regulations pertaining to environmental concerns, workplace safety, and maintaining a healthful environment.
2. Employees may report any potential health or safety concerns (such as temperature, water, noise) to the Safety Committee or administrator or supervisor. When staff follow District procedures for reporting physical environment problems, the District shall apprise the site administrator/designee, who in turn will communicate with the affected employee(s) within two (2) weeks of the status or disposition of the problem as well as when there are updates available.
3. When environmental quality concerns have been reported, following District procedures, the results of any study commissioned by the District will be provided to the administrator and the administrator will communicate with employees at the site within thirty (30) days of receipt.
4. When a worksite does not have electrical power or running water, or temperatures in working spaces are unusually high or low, the District will make reasonable efforts to provide mitigation. Mitigation efforts may include but are not limited to fans, portable air conditioning or heating units. If the issue cannot be resolved with such efforts within that day, additional mitigation efforts may include providing an alternative work space if available, or permitting staff to work at home or an alternate location if their work duties allow. These mitigation measures will be communicated promptly to employees at the worksite.

B. Training and Information

1. All employees who work directly with students shall have access to online training on topics such as classroom safety, de-escalation, and restraint and seclusion.
2. Employees who are designated by the District to be certified in de-escalation and/or restraint and seclusion, such as paraeducators in self-contained special education classrooms, shall be provided such

training on paid time. Other employees may request to receive such training as capacity allows, as determined by the District.

3. When a district nurse determines that a student's health needs can be met through delegation or instruction, the nurse will train one (1) or more unlicensed staff members to perform assigned health-related tasks in accordance with state laws and nursing standards. Where feasible, at least three (3) staff members will be trained.
4. Employees assigned to support a student's specialized health, medical, behavioral, educational or disability-related support needs shall have access to the medical support protocols, individualized education plan, 504 plan, behavior intervention plan, and/or any other documentation related to the school district employee's responsibilities to assist with the student's health, medical, behavioral, educational or disability-related support needs, subject to federal laws related to the confidentiality of health or educational records.
5. Subject to supervisor approval, employees who regularly supervise students with health, medical, behavioral, educational or disability-related needs will be provided up to four (4) hours of paid time per year to review students' individualized education plans, 504 plans, behavior intervention plans, medical support protocols and/or any other documentation that relates to the employee's responsibilities to assist with the student's support needs. Supervisors shall identify non-student contact time for employees to conduct this review, allocated from hours in the normal work year, such as parent conference days or final opportunity week days reallocated to work days in the pre-service period at the start of the school year.

C. Safety Committees

1. Site safety committees shall be established to implement the District's safety program as part of ongoing effort to help ensure the safety of students, staff and others while on District premises, as required and governed by Oregon law.
2. Employee representatives shall be volunteers or elected by their peers. A reasonable attempt shall be made to ensure that the committee includes one or more classified staff members and that committee members represent major work activities (e.g., custodian, nutrition service worker, teacher, administrator). If the building has a specialized program, efforts shall be made to include a representative from the specialized program on the committee. Members shall serve at least a continuous one (1) year term.
3. The District shall provide training to members of each worksite safety committee in accordance with federal and state law.

D. Property Loss

1. Reimbursement for Personal Property Damage: The District shall reimburse employees for the reasonable cost up to three hundred fifty dollars (\$350) of personal property that is damaged or destroyed as a direct result of actions taken against their person or acts of property destruction in the course of the employee acting in the discharge of their duties within the scope of their employment. This language shall not be construed as pertaining to accidental damage.
2. Property Loss Prevention: Upon request, the District shall make an effort to provide a secure space for employees' personal effects.

E. Physical Examinations

If the District determines the necessity for an employee to have a physical examination, the District will select the physician, pay for the physical examination and have the findings reported to Human Resources. If the examining physician recommends an EKG, the District will cover the added cost.

ARTICLE 15: LAYOFF

Temporary employees are not covered by the provisions of this Article. However, a temporary employee who works more than seventy-five percent (75%) of the annual work days of the position (.75 x number of work days) shall have as an original date of hire the first day of the temporary assignment, provided the temporary employee is later selected for and begins a regular assignment, in the same job title as the temporary assignment, with no break in service (other than the winter, spring, or summer breaks scheduled for that position).

A. Definitions

“Length of Service” (seniority) shall mean a classified employee’s total length of continuous service since their date of original hire. Substitute or temporary assignments shall not be considered when computing length of service, except as stated above.

“Job Title” means a specific job identified by a title and job description.

“Classification Group” means a listing of job title(s) that are functionally related to one another in such a way that duties, responsibilities and qualifications within the classification group permit incumbents to transfer skills and experiences from one job within the classification group to another. The listing of jobs within the classification group are in rank order, with the most difficult and/or demanding jobs listed at the top. Thus, the skills and experiences involved in performing higher ranked job functions, in general, are presumed to be transferable to jobs ranked below them. Incumbents of lower ranked jobs are not presumed to have the skills and/or experiences necessary to perform higher ranked jobs within the classification group. (Note: A classification group may consist of a single job classification.)

“Rank” corresponds to positions which require the same knowledge, abilities and skills.

B. Notice of Layoff

1. If the District determines the need for a permanent reduction in its classified workforce, (excluding temporary reductions), written notice of not less than fifteen (15) business days shall be provided to employees to be laid off.
2. The District reserves the right to determine positions to be eliminated. When a position is to be eliminated, the layoff will occur within the affected job title or, if there is more than one equally-ranked job title in that job classification group, within those equally-ranked titles.
3. The employee to be laid off will be determined by inverse order of unbroken length of service with the District, except that an employee with lesser seniority may be retained when:
 - a. The operational needs of the position require special occupational skills; or
 - b. When the employer has justification based on documentation contained in the personnel file within the last four (4) years; or

- c. If the less senior employee has unique skills or abilities which the district determines are a priority and which cannot be learned by more senior employees in the classification group within ten (10) days.
4. No permanent employees shall be laid off within a job title(s) until all probationary employees and temporary employees (as defined in Article 1) in such job title(s) have been terminated.
5. When the layoff is in a job classification with more than one equally-ranked job title, the least senior employee holding one of those job titles will be given the notice of layoff and the remaining employees in those job titles will be reassigned to cover the remaining jobs.

C. Bumping Rights

1. An employee who is given the initial notice of layoff under paragraph B of this article can either accept the layoff or can use their seniority to exercise bumping rights. A request to bump must be made to the designated Human Resources administrator within forty-eight (48) hours of receipt of the layoff notice.
2. The bumping right can be exercised to assume the position of the least senior employee who holds a job title in the next lower rank in the classification group, as long as the bumping employee has greater seniority than that other employee. If the least senior employee to be bumped has a unique skill or ability which the district determines is a priority and which cannot be learned by the bumping employee, the least senior employee remains in the position.
3. An employee who is displaced by being bumped under the preceding paragraph may also use their seniority in the same manner to bump into the next lower job title in the classification group. If there is no less senior employee in the next job title, then they may bump to the least senior employee in the next lower job title in descending order within the classification group.
4. If an employee who is given the initial notice of layoff under paragraph B of this article is unable to bump into a job title within their current classification group, and that employee has been employed by the District in a classification group different than their current classification group, the employee shall have the right to be moved back to their previous classification group, assuming the layoff occurs within four (4) years of the employee changing classification groups. They may only be moved back into the same or lower paying job title within the classification group that they previously held, as long as the bumping employee has greater seniority than the least senior employee in the former classification group. The employee must still be qualified to perform the duties of the job, as contained in this article.
5. Employees who are to be laid off may not bump employees with less seniority in higher ranking job titles within the classification group.
6. In order to bump, the employee must have the ability, capacity and skill to perform the job, at the time of bumping. An employee may not bump a less senior employee who possesses a unique skill or ability as described in Section B above that the bumping employee does not also possess.
7. Salary placement for employees transferred through bumping will be based on the current job description of the new position and determined by the number of years of experience and relevant education/training. Employees transferred into a different position through bumping will be placed in probationary status for six (6) months.

D. Reduction in Hours

1. Employees reduced in hours, such that the employee is reduced to a lower insurance benefit level, shall be placed on the recall list for the position they currently hold, and will be offered, in seniority order, transfer to any opening that would restore them to the previous benefit level. They must respond within twenty-four (24) hours of any such offer. If they refuse the transfer, they will be removed from recall list.
2. Employees affected by this article will continue to receive the higher insurance benefit contribution for a period of three (3) months after the reduction in hours.

E. Recall

1. Employees laid off shall be placed on a layoff list in order of length of service in the District and may be recalled to any job they can do as determined by the District, provided no other employee with greater length of service in that job title(s) is on layoff and available for work.
2. Layoff status shall automatically terminate twenty-seven (27) months after the effective day of such layoff.
3. No new employees will be hired into job title(s) from which employees have been laid off for less than twenty-seven (27) months and who are qualified to perform all aspects of the job.
4. Employees who have bumped into a lower-paying position or have been bumped shall retain recall rights to their original job position through these recall provisions.
5. If a laid off employee is recalled by the District, the employee has twenty-four (24) hours from the receipt of the notification to the last employee-provided contact information, to accept or reject the position. If the position is accepted, the employee has ten (10) working days to report. If the employee rejects the offer or fails to report within ten (10) days, it will be considered voluntary termination.
6. If a laid off employee is offered a position that provides ten (10) percent or greater reduction in hourly rate or a reduction in group medical benefits than they were receiving at the time of layoff, they will not forfeit their right to a recall by refusing the position.

ARTICLE 16: HOLIDAYS

A. Designated Holidays

1. Twelve (12) month schedules:
 - a. Classified employees who work twelve (12) month schedules shall be granted eleven (11) paid holidays per year. The paid holidays shall be Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas, New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth and Independence Day.
2. Less than twelve (12) month schedules:
 - a. Classified employees who work two hundred twelve (212) to two hundred twenty-two (222) day schedules shall be granted up to ten (10) paid holidays per year. The paid holidays shall be Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas, New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day and Juneteenth (if Juneteenth falls within the employee's scheduled work year).

- b. Classified employees who are designated as less than two hundred twelve (212) day schedules shall be granted seven (7) paid holidays per year. The paid holidays are Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Martin Luther King Jr. Day, Presidents Day and Memorial Day. Employees who are scheduled for one hundred eighty-six (186) days and start work the day after Labor Day shall be eligible for the Labor Day holiday.

B. Holiday Pay

1. Holiday pay shall be based upon the employee's pay rate and number of hours identified on the employee's salary notice.
2. To qualify for holiday pay, the employee must be actively at work and work their scheduled work day the day before and the day after the holiday or be on an authorized paid absence approved by their supervisor.
3. Independence Day pay:
 - a. Twelve (12) month employees scheduled to work the week of Independence Day will receive holiday pay. When a four (4) day, ten (10) hour summer schedule is in effect, full-time employees will receive ten (10) hours of holiday pay and work thirty (30) hours that week.
 - b. Less than twelve (12) month employees who work at least twenty (20) days in their regular job classification during July will be eligible for Independence Day holiday pay.

C. Holiday Calendar

1. The District will determine the school calendar and designate the holidays for the succeeding school year prior to the start of that school year.
2. The parties recognize that such schedule of holidays may be subject to determinations concerning holidays made by courts and other government agencies, or necessitated by rescheduling due to budget failures or school closures.

ARTICLE 17: VACATIONS

A. Vacation Accrual

1. Classified employees on a twelve (12) month schedule shall be granted vacation in accordance with the following levels of service.

Vacation Per Year:

Less than 5 years of unbroken service:	10 days
5 but less than 10 years of unbroken service:	15 days
10 but less than 11 years of unbroken service:	16 days
11 but less than 12 years of unbroken service:	17 days
12 but less than 13 years of unbroken service:	18 days
13 but less than 14 years of unbroken service:	19 days
14 but less than 15 years of unbroken service:	20 days
15 or more years of unbroken service:	22 days

2. For purposes of this Article, the first full year of unbroken service is the first year the employee is in a regular classified position in a paid status for seventy-five percent (75%) of the work year between July 1 through June 30.
3. Vacation shall be earned month by month, but the annual allotment shall be credited in advance on July 1 of each year. The full 2025-2026 allocation will be credited within sixty (60) days of ratification.
4. A classified employee on a twelve (12) month schedule who starts after July 1 shall receive vacation prorated based on the number of days of service the employee works between date of hire and the end of the fiscal year.
5. An employee who has worked a schedule of less than twelve (12) months per year and who transfers to a twelve (12)-month position may count all time since the most recent date of hire for purposes of calculating years of District service for determination of vacation entitlement. Computations will be based on days worked divided by two hundred sixty (260) to determine a full year's service for vacation entitlement.
6. An employee must be on paid status to be eligible for vacation accrual and/or credit, otherwise vacation days earned are prorated for the number of full days, or major portion actually worked. Days of absence caused by job-related illness or injury qualifying for Workers' Compensation shall be counted as days worked for the purpose of vacation accrual.
7. During the first six (6) months of employment in a twelve (12) month position the employee will be credited with vacation, but may not use vacation days.

B. Vacation Use

1. Beginning July 1, 2026, an employee may carry forward to the next fiscal year a maximum of the employee's annual allotment of vacation hours per Section 17.A.1 above. Each July 1, all earned but unused vacation in excess of the previous year's annual allotment will be deleted from the classified employee's vacation balance.
2. Requests for vacation time shall be made as far in advance as possible, normally at least five (5) working days in advance to permit the supervisor to adjust work assignments and/or arrange for substitute services during the vacation absence. Vacation may be taken when approved in advance by the employee's building administrator and District supervisor. Consideration of employee vacation or unpaid requests will be based on the operational needs of the District.

C. Separation of Employment

1. Repayment for Unearned Vacation: Upon separation from the District, any vacation used beyond the pro-rated amount earned at the time of separation must be repaid and will be deducted from the employee's final paycheck.
2. Payment for Unused Vacation: Upon separation from the District, the District shall pay out at the employee's current rate of pay any earned but unused vacation time, prorated to the date of separation, limited to a maximum of the employee's annual allotment.

ARTICLE 18: UNIFORMS AND SUPPLIES

A. Personal Protective Equipment

The District will determine and provide required personal protective equipment (PPE) for employees. The District will consider requests to provide additional non-required PPE. Employees must use the provided equipment as directed.

B. Uniforms

When the District requires a uniform, the District will either provide the uniform or pay a stipend. If the employer elects to change the current uniform, it agrees to solicit input from the affected employees regarding uniform selection.

C. District-provided materials shall include but are not limited to the following:

1. Nutrition Services employees whose primary worksite is a kitchen shall receive a stipend of one hundred twenty-five dollars (\$125) per year for footwear that meets the requirements of the Nutrition Services uniform policy.
2. Each Nutrition Services employee whose primary worksite is a kitchen will be provided with up to five (5) aprons.
3. Employees referred to in Article 18.D.1 and Facilities/Maintenance personnel in positions for which the District requires the regular use of safety footwear (e.g., steel-toe work boots) shall be reimbursed up to one hundred twenty-five dollars (\$125) annually for approved safety footwear.
4. Mechanics and auto service persons will be provided with coveralls or pants and shirts, and a jacket.
5. Some Maintenance Department employees will be provided with two sets each of coveralls. Laundry service will be provided by the District for one set of coveralls per person weekly.
6. Mechanics and maintenance personnel shall be provided upon request with non-breakable safety glasses approved by the Occupational Safety and Health Administration (OSHA).

D. Mechanic Tools

1. School bus service and repair technicians, mechanic specialists and maintenance mechanics will be reimbursed up to five hundred dollars (\$500) one time during their employment with the District for professional grade tools required for their work.
2. If a bus mechanic or school bus technician's personal, professional grade tool is damaged, broken, lost or stolen and is not covered under warranty, the District shall replace the tool with one of equal value provided the District shall not:
 - a. Cover damage due to carelessness, misuse, or normal wear and tear;
 - b. Be responsible for any tools not required for the completion of assigned duties; and/or
 - c. Replace any tools a mechanic brings to work which are already provided by the District.
3. Tools will be replaced only after notification to and upon approval of the supervisor. Any replacement cost over one hundred dollars (\$100) will be processed through the District's Risk Management Office. If the lost or stolen tool is later recovered, the new tool will become the property of the District.

ARTICLE 19: REST & MEAL PERIODS

Under normal circumstances, each employee who works six (6) or more consecutive hours per day shall be entitled to an uninterrupted meal period of at least thirty (30) minutes and not more than one (1) hour. Such meal period shall be:

- 1. As scheduled by the employee’s supervisor and be as close to mid-shift as practical.
- 2. Without pay and shall not be credited as time worked for any purpose.

Hourly employees are entitled to a paid fifteen (15) minute rest period for every four (4) hour segment or major portion thereof of the employee’s paid work period. A “major portion” of four hours means any segment greater than two (2) hours. For paid work periods:

- 1. Less than two (2) hours, no rest or meal period will be given.
- 2. Over two (2) hours but less than six (6) hours, one fifteen (15) minute rest period will be given.
- 3. Six (6) hours, one (1) break and one (1) meal period will be given.
- 4. Over six (6) hours, two fifteen (15) minute rest periods and one (1) meal period will be given.

Employees scheduled for split shifts will receive rest and meal periods based on the total amount of hours scheduled for an eight (8) hour work day.

Number of rest and meal periods required based on length of work period:

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

Exempt employees are exempt from rest and meal periods as provided for hourly employees.

ARTICLE 20: TUITION REIMBURSEMENT

A. Funding

The District shall make available a maximum amount of \$100,000 each fiscal year for use in funding the tuition reimbursement program described below. Funds not used in the fiscal year shall not be carried over to the following fiscal year.

B. Reimbursable Amount

- 1. The District shall provide tuition reimbursement not to exceed the cost of four (4) PSU undergraduate credits per fiscal year per eligible employee who takes an approved course.
- 2. Where courses taken are on a semester hour bases, allowable quarter hours will be converted to semester hours on the basis that three quarter hours is equivalent to two semester hours.

C. Carryover

Where an employee's District-approved course of study involves more than four (4) credits, the employee may carry over up to four (4) credits of unused tuition reimbursement that the employee was eligible for but did not use the previous school year. In such case, a total of up to eight (8) credits may then be used the following school year, subject to District approval of the course(s) taken and to the overall limit of \$100,000 expenditure for tuition reimbursement for all classified employees in any given school year.

D. Employee Eligibility

Employees will be eligible for tuition reimbursement if they work seventy-five percent (75%) or more of the assigned contract year. Reimbursement for less than full-time (eight (8) hours) employees will be prorated based on assigned hours and days.

E. Eligible Expenses

1. Tuition reimbursement will be only for courses or certifications related to the work the employee now performs for the District or which the District determines will be of value in the performance of the employee's duties at some future date.
2. To receive tuition reimbursement, approval for the course must be obtained from the supervisor and Human Resources prior to registration.
3. Tuition reimbursement as discussed in this section is generally for course work for college or continuing education credit.
4. Non-credit courses or certifications of educational value that support the employee's current position may also be reimbursed. Continuing education required to attain or maintain a license or board certification required for or applicable to the job may be reimbursed under this article. Certification or recertification fees of \$50 or more that are required for or applicable to the job are eligible for reimbursement under this article. First aid courses and paraeducator certification may be reimbursed under this article.
5. Excluded from reimbursement under this article are: travel, private course work, and preparation for an alternative career.
6. Reimbursement for employees new to the District will not be granted for summer session work or other professional development taken prior to the effective date of their contracts. The District and the Association may mutually agree to exceptions to this rule.

F. Application for Reimbursement

1. Applications for tuition reimbursement must be submitted along with a receipt showing the cost of the course actually paid by the employee and proof of successful completion of the course or certification.
2. All claims must be submitted on or before June 30 of the fiscal year in which they are earned.

ARTICLE 21: JOB POSTINGS, TEMPORARY WORK, TRANSFERS AND PROBATION

- A. The District will post bargaining unit job openings as vacancies occur, on the District's website. Employees will be notified of all open postings directly through email notifications. The District reserves the right to transfer an employee to another position or location within the District when, in its judgment, it believes that transfer is in the best interests of the District or the employee. In such event, the job opening to be posted will be the one from which the employee was transferred.

The job opening notice shall include job titles, duties, qualifications and salary range.

- B. If the District determines that a temporary position needs to be filled, the supervisor at that work site will inform current classified employees working in that building of the position and will first consider letters of interest from current classified employees at the same building (work site). If the supervisor decides to fill the temporary position with current classified employee working at the same building (work site), when the temporary position ends, or at the end of the work year, whichever comes first, the regular employee shall be returned to their previous position, which will have been filled by a temporary according to Article 1.B.3.
- C. If the temporary position becomes a regular position the following school year, the current temporary incumbent may be assigned to the newly created position without posting.
- D. An employee wishing to be considered for reassignment to another position or work site within the District may file with Human Resources a written statement indicating their interest and location/program preference. Such a statement does not constitute a commitment for reassignment by the employee, but only a notice of possible interest for use by the administration. The employee must still apply for each posted position in order to be considered for the position.
- E. To be considered, a bargaining unit employee must apply for the vacancy within five (5) days of the date of posting. The District may, however, fill the position on a temporary basis prior to the expiration of this five (5) day period. The selection of a candidate, whether from within or outside the District, shall be at the discretion of the administrator. However, the administrator must interview at least two qualified employees (as identified in the required qualifications of the posting) who have applied for that position unless fewer have applied. Internal applicants who are not selected for an interview or chosen to fill the job opening may make a written request to the supervisor who made the selection or the designated Human Resources administrator for a written or verbal explanation of the reasons they were not chosen for the position.
- F. An employee's probationary period shall extend for the first six (6) months of scheduled work following the date on which the employee is hired as a regular employee on a notice of employment or following transfer/hire to a different job classification. Employees should receive a written or electronic review approximately midway through the probationary period. If a midpoint review is not received, the employee may request that one be completed.

G. Employees Hired into a Different District Position

If an employee's performance during the probationary period is judged by the District to be unsatisfactory, the employee will be returned to their former job classification at their former rate of pay, provided an

opening in that classification is then available. If not available, the employee may be placed in an available opening which the District determines they are qualified to perform, at the rate appropriate for that job, as determined by Human Resources. If the employee accepts a job in the alternative position, they may request in writing, within thirty (30) calendar days of accepting the alternative assignment, to be returned to the next available opening in their former classification. Such request will be honored for a period not to exceed one (1) calendar year from receipt of the written request.

If an employee is hired into a new classification, they may, during the six (6) month probationary period, file a written request with Human Resources to return to their former classification. Thereafter the employee may be returned to an available opening in their former job classification at their former rate of pay. If an opening in their former classification is not available, the employee may request assignment in an available opening which the District determines they are qualified to perform, at the rate appropriate for that job, as determined by Human Resources.

ARTICLE 22: PERSONNEL FILE

No information that relates to an employee's performance shall be placed in an employee's District personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that they have had the opportunity to review such information by signing the document(s) in person or electronically, and may make a statement that such signature does not necessarily indicate agreement with the contents thereof. The employee will also have the right to submit a written or electronic response to the information placed in their file. This response will be reviewed by the Administrator of Personnel and be attached to the information filed. Evaluations will remain in the physical personnel file or in an electronic employee management system.

An employee's personnel file shall be available for inspection upon their request, and reasonable notice, to the Administrator of Personnel.

ARTICLE 23: COURT APPEARANCES

If an employee is called for jury duty or is subpoenaed as a witness in a court case in which the employee personally is not involved, the employee will be entitled to reimbursement by the District at the straight-time hourly rate of their regular job, for the hours of work necessarily lost as a result of court appearance or duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement allowed by the court. A copy of the subpoena shall be filed with Human Resources.

Hours paid for court appearances will be counted as hours worked for the purpose of computing leave benefits and insurance contributions.

ARTICLE 24: GROUP INSURANCE BENEFITS

A. District Benefits Committee

1. During the term of this Agreement, the Association will actively participate in the District Benefits Committee, OSEA will appoint up to five (5) representatives to the committee.
2. The District Benefits Committee will study and recommend methods to contain costs in group insurance benefits.

3. The District Benefits Committee will recommend the selection of insurance carriers and plans available to bargaining unit members.
4. In the event that the committee is unable to agree on the selection, the District shall make the final selection of carriers and plans no less than one (1) month prior to the annual open enrollment period.

B. District Contribution

The monthly cap for 2025-2026 for full-time classified staff will be \$2031, commencing the month following full ratification and school board approval of this agreement. The monthly cap for 2026-2027 will be \$2131 effective July 1, 2026. A financial reopener will begin in the fall of 2026 for the 2027-2028 year.

Excess costs beyond the caps will be borne by the employee or through agreed upon group insurance benefit adjustments. Prior to May 1, the District will inform OSEA of current cost projections and whether it is anticipated that health care costs will exceed agreed upon limits.

C. Insurance Coverages

For each eligible full-time classified employee electing to participate, the District shall provide the following coverages:

1. A choice of a Family Medical Plan.
2. Life insurance coverage equivalent to the amount of the classified employee's annual salary as of September 1 rounded off to the nearest thousand dollars shall be provided to all classified employees, except bus drivers, in accordance with the master policy.

Life insurance coverage for bus drivers shall be determined as follows:

- a. Newly hired bus drivers shall be issued a term life insurance policy in the amount of their contracted hourly rate for six (6) hours per each day of their first year's contract. Commencing September 1st following their date of hire, such insurance coverage shall commence in accordance with the provisions of the master policy.
 - b. Thereafter, a bus driver's term life insurance shall be based upon their salary earned between yearly periods measured from September 1 of the preceding year. Such amount shall be calculated to the nearest \$1,000 of annual salary.
3. Full Family Dental Plan (District's Dental Plan).
 4. Family Vision Plan.
 5. Long Term Disability (LTD) insurance for all employees who work a minimum of twenty (20) hours per week. The plan shall include a waiting period and provide sixty percent (60%) salary (maximum \$2,000) payable to age sixty-five (65) for illness or accident. This LTD benefit shall be integrated with PERS Disability benefits, Social Security Disability benefits, Workers' Compensation benefits, and other group disability insurance benefits. Benefits shall commence on the ninety-first (91st) day of continuous disability.

The coverage described in A, B, C, D, & E above shall be provided by the carrier(s) selected by the District during the term of this agreement, the District will pay the composite rate premiums for such coverage for full-time employees up to the dollar cap for that year. District contribution levels for less than full-time employees are specified below. Such coverage shall become effective on the dates specified above, subject to confirmation by the insurance carrier as to dates coverage for individuals go into effect

and provided the employee pays the applicable portion of the premium for medical and dental coverage. Coverage for new employees will commence the first of the month following one (1) month of continuous employment after the employee first reports for work or the month thereafter provided they complete an application for coverage prior to the time coverage is to go into effect and it is received by Human Resources within thirty (30) days of their date of hire.

If an employee submits a written resignation to Human Resources effective for the following school year and does so before August 1st, the District's payment of premiums shall continue through the month of August provided they are not receiving health insurance benefits from a new employer during this time. The employee must complete employment for their current work calendar in order to receive this benefit through August. The employee may enroll in the plan of their own choosing subject to the conversion rights provided by the carrier and the applicable COBRA regulations.

Regular part-time classified employees will receive group insurance benefits enumerated above and received by regular full-time classified employees subject to the following:

Employees who are employed for less than half time are not eligible for District group insurance plans or contributions. For employees who are employed from twenty (20) hours per week to less than thirty (30) hours per week, the District will pay half of the premium up to half of the District cap towards the District's monthly medical and dental premiums. Employees must pay the remainder of the monthly premium in order to participate. If an employee waives District medical insurance and selects a dental plan only, they may apply up to half of the District cap to the full cost of the dental plan premium.

The same employee and employer medical insurance contributions available during the work year will be available during the summer for all less than twelve (12) month employees. This does not apply to temporary employees whose contract has ended.

The District will provide benefits as required by law to employees with on-the-job injuries or illness through the Workers' Compensation Program.

Any payment to the District for insurance must be made by auto deduction.

ARTICLE 25: COMPENSATION PROVISIONS

All eligible employees will be advanced a step on the salary schedule, effective July 1, 2025 and every year for the life of this contract.

The salary schedule for 2025-2026 will be increased by a cost of living adjustment (COLA) of four and three quarters percent (4.75%). The salary schedule for 2026-2027 will be increased by a cost of living adjustment of five percent (5%). A financial reopener will begin in the fall of 2026 for the 2027-2028 year.

Compensation schedules which apply to specific groups within the bargaining unit are available on the District website and by this reference are incorporated in this Agreement.

Bilingual Differential:

Employees whose job description does not require bilingual proficiency who have proficiency in English as well as a language spoken in the households of at least 5% of the student population in the district shall receive a differential in the amount of \$100 per month. Proficiency in a language other than English will be measured by a District-determined assessment.

Swing/Night Shift Differential:

Effective as of ratification and board approval, employees shall receive a differential in the amount of \$1.00 per hour for regularly scheduled work hours that occur between 6:00 p.m. and 6:00 a.m.

ARTICLE 26: NEGOTIATION PROCEDURE

- A.** This Agreement may be added to, deleted from or modified only through the voluntary mutual consent of the parties, and any agreement reached shall be reduced to writing and signed by the parties as an amendment to the Agreement.
- B.** The parties agree to negotiate a successor agreement during the 2027-2028 school year. The parties will meet prior to December 1, 2027 to discuss the process, timelines, and other related concerns.

ARTICLE 27: DURATION AND EFFECT OF AGREEMENT

- A.** Except as otherwise expressly provided herein, this Agreement shall be effective as of July 1, 2025, and shall continue in effect through June 30, 2028. The District and Association shall meet in the 2026-2027 year for the limited purpose of negotiating Article 24 and Article 25 for 2027-2028.
- B.** The parties acknowledge that revenue to fund the compensation and benefits provided by this Agreement will be determined differently than in previous school years. The Oregon Legislature, the people of the State of Oregon and local taxpayers will all have a role in the process. In the event the Board determines that under any new budget it subsequently sets it cannot perform to the terms of this Agreement, or that revenues anticipated in the budget will not be realized, then either the Board or OSEA may require that negotiations be reopened, in which case the parties will bargain under ORS 243.698.
- C.** It is understood that both parties have had an opportunity to make proposals and counterproposals on all negotiable issues during negotiation and that this written agreement reached as a result represents the total of all understandings between the parties for the contract term. On matters of mutual concern, this Agreement may be added to, deleted from, or modified only through voluntary mutual consent of the parties, and any agreement reached shall be reduced to writing and signed by the parties as an amendment to this Agreement.
- D.** Except as otherwise provided in this Agreement, should any article, section, or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law; but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.

APPENDIX A

For the 2025–2026 salary tables, access the website below:

<https://bsd48j.sharepoint.com/departments/HR/Classified%20Employees/2025-26%20Class%20Salary%20Sched%209.25.pdf>

APPENDIX B

For the classified classification charts, access the website below:

<https://bsd48j.sharepoint.com/departments/HR/Classified%20Employees/Classification%20List%202025%20Final.pdf>

APPENDIX C

BEAVERTON SCHOOL DISTRICT GRIEVANCE RECORD - For use at Level I

Name of Grievant: _____ Date Filed: _____

Work Site: _____ Job Title: _____

Name of Supervisor: _____ Telephone #s: _____

Date of alleged violation or misinterpretation: _____

Article(s) of the Agreement allegedly violated: _____

Statement of the Grievance: _____

Nature and extent of the injury or loss involved: _____

Results of previous discussions of the grievance and dissatisfaction with the decisions previously rendered:

Remedy Sought: _____

(Signature - Grievant)

Level I - Immediate Supervisor

Disposition by Administrator: _____

(Signature - Administrator)

(Date Answered)



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