

North Marion School District 15

and

Oregon School Employees Association

North Marion Chapter 116



July 1, 2022
through
June 30, 2025

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Article 1 – Recognition

- 1.1 This Agreement is entered into between the Board of Education of the North Marion School District, hereinafter referred to as the “Board” or the “District,” and the North Marion Chapter 116 of the Oregon School Employees Association/AFT Local 6732, AFL-CIO hereinafter referred to as the “Association” or “OSEA.”
- 1.2 The intent of the parties is to set forth and record in this document the basic and full agreement on matters pertaining to wages, hours and other conditions of employment for District personnel represented by the Association.
- 1.3 The Board recognizes the Association as the exclusive representative for all classified service employees of the District except supervisory and/or confidential employees as defined in ORS243.650. Excluded from the unit are supervisors, Director of Security, substitutes, limited-term and licensed employees. Temporary employees are included in the bargaining unit and are subject to all terms of the agreement except Article 7 – Layoff and Recall.
- 1.4 Substitute employees are defined as employees who temporarily replace a bargaining unit member who is on an approved paid or unpaid leave.
- 1.5 Limited-term employees are defined as employees who are hired for specific seasonal work, special projects or for a limited period of time not to exceed ninety (90) work days. After ninety (90) continuous work days, limited-term employees become members of the bargaining unit and are subject to all terms of the Agreement.
- 1.6 Probationary employees as defined in Article 14 – Discipline and Dismissal of this Agreement are recognized as part of the OSEA bargaining unit and are covered under this Agreement except as limited by Article 14 – Discipline and Dismissal, Section 14.2 and Article 20 – Grievance Procedures, Section 20.4.

Article 2 – Management Rights

- 2.1 It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its employees in accordance with such policy or procedure as from time to time may be determined.
- 2.2 Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibility includes:
 - 2.2.1 The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
 - 2.2.2 The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 - 2.2.3 The determination of the management, supervisory or administrative organization for each school or facility in the system and the selection of employees for promotion, subject to OSEA being notified of any proposed promotions in the bargaining unit and making the promotions in accordance with Article 22.
 - 2.2.4 The maintenance of discipline and control and use of the school system property and facilities.
 - 2.2.5 The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 - 2.2.6 The right to enforce the rules and regulations now in effect and to establish new rules and regulations.
 - 2.2.7 The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline or transfer employees.
 - 2.2.8 The creation, combination, modification or elimination of any position.
 - 2.2.9 The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
 - 2.2.10 The determination of the layout and the equipment to be used and the right to plan, direct and control school activities. The determination of the processes, techniques, methods and means of teaching and the subjects to be taught.
 - 2.2.11 The right to establish and revise the school calendar, establish hours of employment, to schedule classes and assign workloads, and to select textbooks, teaching aids and materials.

- 2.2.12 The right to make assignment for all programs of an extracurricular nature.
- 2.2.13 Nothing in this Agreement shall limit in any way the District contracting or subcontracting work or shall require the District to continue in existence any of its present programs in their present form and/or location or on any other basis.
- 2.2.14 The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retaining all functions and rights to act not specifically nullified by this Agreement.

Article 3 – Nondiscrimination

- 3.1 The Association and the District affirm their adherence to the principles of free choice and agree they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, gender identity, national origin, parental or marital status, the presence of any mental or physical disability, sexual orientation, or by reason of an individuals' members or non-membership status in the Association.

Article 4 – Strike and Lockouts

- 4.1 The Association and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work, during the life of this Agreement.
- 4.2 There will be no lockout of employees in the unit by the District as a consequence of any dispute during the life of the Agreement.

Article 5 – Association Rights

- 5.1 Employees have the right to join the Association, but membership in the Association shall not be required as a condition of employment. The District will advise all newly employed personnel at the time of their employment that the Association is their exclusive bargaining representative.

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

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

- 5.2 The Association or Committees of the Association shall be allowed the use of the facilities of the District, so long as prior notice is given to the administration and such use does not interfere with normal school operations.
- 5.3 The Association shall be allowed use of office equipment as needed to provide duplicating and information to the employees as long as prior notice is given to the administration and such use does not interfere with normal school operations. A reasonable fee may be charged for supplies, materials or any damage to equipment.

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

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

- 5.4 The Board shall provide the Association with reasonable bulletin board space for the use of the Association in communicating with employees. Such bulletin boards shall be available in schools where employees are working.
- 5.5 OSEA Time Release Leave. Upon a request from the Union's Executive Director or their designee and subject to the operating needs of the District, the Superintendent or their designee may approve OSEA Time Release Leave for designated bargaining unit members. An employee on District and OSEA approved OSEA Time Release Leave shall suffer no loss in wages, benefits, or other rights during the duration of such leave and the costs of the employee's wages and benefits during the duration of such leave shall be reimbursed to the District by the Union within thirty (30) days of receipt of a District billing for such costs. A

request for such leave shall include an estimate of the duration of such leave.

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

- (a) Investigate and process grievances and other workplace-related complaints;
- (b) Attend investigatory meetings, hearings, and other due process proceedings;
- (c) Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
- (d) Engage in collective bargaining;
- (e) Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;
- (f) Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s).
- (g) Testify in a legal proceeding in which the designated Association representative has been subpoenaed as a witness.

OSEA Chapter 116 Executive Board shall identify, in writing, to the District, all designated representatives.

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

If, after receiving notice of the need to perform the activities listed above, the District establishes undue burden on District operations that cannot be accommodated by any of the measures typically used when an employee is unexpectedly absent from work (arranging a substitute, working with fewer staff, temporarily modifying work assignments, etc.), the District and OSEA shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours. The mutually agreeable date and time shall be no more than seven (7) working days from the date of the request, unless both parties agree otherwise.

The District shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above.

The District shall not be obligated to overtime compensation due to the provisions of the articles. (This waives applicability of ORS 279.340.)

Duly authorized representatives of the association may transact association non-

representational business on school property during periods employees in the unit are on their lunch period, during breaks or outside of scheduled work hours.

5.6 Union Security

5.6.1 Any member of the bargaining unit may authorize the District to deduct from their pay the amount of dues, fees, and assessments charged by the union. This authorization must be in writing and forwarded to the Payroll Office. Authorizations for payroll deduction under this Article shall remain valid until revoked by the employee in writing.

5.6.2 The amounts deducted by the District shall be remitted, together with an itemized statement, to the Association by the first day of the month after such deductions are made.

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

- a. The employee's name and date of hire;
- b. Contact information (if available) including:
 1. cellular, home and work telephone numbers;
 2. personal and work electronic mail addresses; and
 3. home or personal mailing address; and
- c. Employment information including the employee's job title, salary and worksite location.

The District shall provide the information defined under 5.6.3 within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for all employees in the bargaining unit who are not newly hired.

5.7 OSEA State Office Time Release

Upon request, and with at least thirty (30) days prior notice, the District will grant up to a two (2) year leave of absence to a classified employee that has been elected to an OSEA state office or executive position for which time release is available, provided that OSEA shall reimburse the District for the full cost (including payroll expenses) of the employee's release time. An additional two (2) years may be granted upon request from the employee no less than thirty (30) days prior to the expiration of the original leave. The employee must notify the District no less than thirty (30) days prior to the expiration of the leave of the employee's intent to return to the bargaining unit. The District will seek to place the employee to a similar position when they return to work.

Article 6 – Existing Conditions

- 6.1 It is understood that any modification of the economic provisions of this Agreement necessitated by budget restrictions shall be subject to negotiation between the District and the Association.
- 6.2 The Board shall not alter, change or amend regulations that would be in conflict with the existing Agreement, without agreement by the Association on the alteration, change or amendment.

Article 7 – Layoff and Recall

In the event the Board determines the need for a reduction in its work force due to budget failure, decreased student enrollment or program curtailment as a result of administrative decision, or for any other financially related reason, notice of not less than two (2) weeks shall be provided to the Association and to employees to be laid off.

7.1 Seniority

Seniority shall be defined as the total length of continuous service with the employer.

7.1.1 All authorized leave shall be considered as time worked for the purpose of computing seniority.

7.1.2 Employees who are laid off as a result of a reduction in positions and who are subsequently reinstated shall retain their full seniority except for the period of layoff.

7.1.3 Job classification shall mean the general job area of responsibility, as named in the Classified Wage Schedule. (See Appendix B)

7.1.4 An employee who receives a layoff notice may “bump” to a previously held position if they have more seniority than a less senior person in that position.

7.2 Procedure for Layoff

In the event it becomes necessary to reduce the work force, employees shall be laid off by position in the inverse order of seniority. In the event two (2) or more employees have the same date of job classification seniority, the employee(s) with the earliest date of continuous District employment shall be considered the most senior. In the event that a tie in seniority still exists after considering job classification seniority and the date of District employment, the tie shall be resolved by the drawing of lots. The superintendent and the Chapter 116 president or their respective designee shall conduct the drawing. Employees shall be recalled in the inverse order of layoff to any vacancy arising within the classification from which they were laid off.

7.2.1 If a recall is instituted, the District shall notify employees by registered mail provided the District is supplied with current addresses. Employees must respond within ten (10) days of notification. This provision shall extend twenty-seven (27) months from date of layoff.

7.3 All benefits to which an employee was entitled at the time of layoff, including seniority and accumulated sick leave, will be restored to the employee upon their return to active employment provided those benefits are still in effect.

7.4 Employees who are laid off shall be afforded their rights under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) for continuation of health insurance benefits. Should COBRA rights cease to exist, laid off employees will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.

7.5 No new employees will be hired into classifications from which employees are laid off and for which they remain qualified, eligible and willing for recall.

Article 8 – Vacancies

- 8.1 The District will post and distribute electronically (including via email) all vacant and new classified positions internally for a minimum of five (5) business days. On the same day the position is posted, the district shall email a copy of the posting to the OSEA Executive Board
- 8.2 The posted notice shall include a statement of the duties and responsibilities of the vacant position and the knowledge, skills and abilities that represent the qualifications for the position. The notice will be dated with the date posted and include the closing date for internal applications.
- 8.3 Any interested person in the bargaining unit may file an employment application with the District within the time limit set forth in the posting.
- 8.4 When filling vacancies under this Article, priority consideration shall be given to current employees based on qualifications and ability to perform the function of the position. If two (2) current employees are determined to be equal and the District makes this determination, then the most senior employee will be selected.
- 8.5 When the vacancy is filled, the District shall notify all employee applicants of the action taken. An employee applicant may request a conference to discuss the reasons for non- selection.

Article 9 – Personnel Files

- 9.1 The personnel records of classified employees shall be maintained in the District office. Each employee's file shall be open for inspection by the employee and others authorized in writing by the employee to view their personnel records; and, by the superintendent and their designated representatives.
- 9.2 All written complaints, warnings, reprimands or other information that may reflect negatively on the employee must bear the signature or initials of the employee indicating the employee has been shown the document. The employee's signature shall not indicate the employee's agreement with any materials contained in such a document. In the event an employee refuses to sign or initial the document, the file must contain a statement from the supervisor or other appropriate administrator that the employee has been shown the document but has refused to sign it.
- 9.3 An employee may attach written replies, comments, explanations or rebuttals to any document contained in the employee's personnel file. Such attachments must contain the employee's signature.
- 9.4 An employee may request the District remove letters of warning or reprimand (excluding evaluations) from the employee's personnel file after three (3) years, provided no subsequent entries regarding similar action have been made.
- 9.5 Material placed in the personnel file of an employee without conformity with the provisions of this Article will be removed from the employee's personnel file.

Article 10 – Holidays

10.1 Holidays for employees in the bargaining unit shall be:

Less than twelve (12) months

Memorial Day
Juneteenth (if contract day)
Labor Day
Veterans' Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas
Martin Luther King Jr. Day

Twelve (12) months

Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas
Day following Christmas
New Years' Day
Martin Luther King Jr. Day

10.2 Holiday pay shall be available to an employee after the first day worked.

10.3 Employees in the bargaining unit shall be compensated for the holiday as though they have worked a regular schedule for the day. If an employee is required to work on the above named holidays, he/she shall receive time and one-half (1 ½) rate for all hours actually worked in addition to his/her regular holiday pay.

10.4 All paid vacation time and holidays shall be computed as time worked in computing overtime.

10.5 When one of the above listed holidays falls on a Saturday, the holiday will be observed on the Friday before, and when a holiday listed herein falls on a Sunday, the following Monday will be the observed holiday. When a holiday falls on a weekend, custodial and maintenance staff have the option of taking the paid holiday on either Friday before or Monday after the holiday.

Article 11 – Vacations

- 11.1 Ten (10) days vacation, with pay, will be granted to all twelve- (12-) month employees after one (1) year of service. After five (5) years employment in the District, one (1) day per year additional vacation will be granted to a maximum of twenty (20) days after fifteen (15) years employment.
- 11.2 Persons who are employed after July 1 will be granted prorated vacation days for the first fiscal year in which they are employed on a formula based on a ten (10) vacation days equals twelve (12) months. Any less time worked will be prorated against the ten (10) days annual vacation earned. Portions of vacation days from .5 to .99 will be rounded up to the nearest day and portions from .01 to .49 will be rounded down to the nearest day.
- 11.3 With their supervisor's approval, employees may take vacation at any time of the year except during the following two periods of time:
 - 11.3.1 The period starting seven (7) days prior to the last day of school and ending seven (7) days after the last day of school, and
 - 11.3.2 The period starting seven (7) days prior to the first day of school and ending seven (7) days after the first day of school.
 - 11.3.3 Exceptions to 11.3.1 and 11.3.2 may be granted by the Supervisor
- 11.4 Any employee leaving the employ of the District shall be paid for accumulated but unused vacation.
- 11.5 An employee who has worked at least four (4) but less than six (6) hours per day during the school year (less than twelve (12) months per year) will receive one-half (1/2) year credit for each such year of employment in determining vacation benefits if they become a twelve- (12-) month employee.
- 11.6 An employee who has worked six (6) hours or more per day during the school year, but less than twelve (12) months per year, will receive credit for each such year of employment in determining vacation benefits if they become a twelve- (12-) month employee.
- 11.7 Accrued vacation time must be used by the member's second anniversary date; and thereafter by June 30. However, members may roll over unused vacation time into the following contract year to be used by October 31.
 - 11.7.1 Should unused vacation time be rolled over, the member and their supervisor shall create a calendar designating when the excess days shall be used. The days must be used prior to October 31.

Article 12 – Mileage Reimbursement

- 12.1 When classified employees are required by the appropriate administrative personnel to use their personal vehicles for District-related business, they shall be reimbursed at the current IRS mileage reimbursement rate.

Article 13 – Insurance

13.1 During the term of this Agreement, the District will pay up to the following amounts toward insurance coverage for the benefit of the employees. The insurance coverage and service provided will be mutually agreeable to the District and the Association. The District shall have the right to select the carrier who provides the most cost effective coverage. Employees may select any health insurance coverage offered by the District provided such selection is permitted by the insurance carrier(s).

13.1.1 – Insurance Contributions

- 2022-23 Up to \$1,370 per employee per month not to exceed the actual premium cost.
- 2023-24 Up to \$1,450 per employee per month not to exceed the actual premium cost.
- 2024-25 Up to \$1,520 per employee per month not to exceed the actual premium cost

13.2 The above insurance contribution and coverage applies to each employee based upon his/her regular weekly work schedule prorated as follows:

- Full benefits if thirty (30) or more hours per week (equivalent of six (6) hours per day).
- $\frac{3}{4}$ benefits if twenty-five (25) hours but less than thirty (30) hours per week.
- $\frac{1}{2}$ benefits if twenty (20) hours but less than twenty-five (25) hours per week.
- No benefits if less than twenty (20) hours per week.

13.3 Opt out: Employees who are covered by other group medical coverage may opt out of medical insurance or medical, dental and/or vision insurance. Employees choosing to opt out may receive a District contribution to a Health Reimbursement Account (HRA) with the following amounts:

13.3.1 Medical opt out only: \$300 per month, \$3,600 annually for 2022-2025 medical, dental and/or vision opt out: \$350 per month, \$4,200 annually for 2022-2025.

Amounts would be prorated according to hours worked under 13.2.

Health Savings Account (HSA): Employees electing to participate in an eligible high deductible health plan as described by IRS codes may be eligible to participate in an HSA provided all criteria is met under the rules and regulations set forth by the IRS.

For employees eligible to participate in an HSA, the District will contribute the difference between actual cost of total premiums (medical, dental, vision) and the maximum District insurance contribution.

Employees will be allowed to make contributions into such accounts up to the annual maximum allowed by the IRS for each calendar year for individual or family coverage.

Article 14 – Discipline and Dismissal

- 14.1 Dismissal, suspension, demotion or other discipline of employees for unsatisfactory service shall be for just cause.
- 14.2 Probationary Employees. Classified employees who are within 60% of their initial year of employment with the District are considered to be probationary employees. Probationary period shall be defined as 60% of the total number of work days in a full contract year for that classification. Employees may be dismissed for any reason within their probationary period and such dismissal shall not require just cause. However, they are entitled to due process rights under ORS 332.554. The District will make reasonable efforts to conduct mid-point evaluations of probationary employees. Probationary employees may request a mid-point evaluation. Probationary employees who are dismissed during their initial probationary period shall not have recourse to the grievance procedure contained in this Agreement.
- 14.3 Plan of Assistance. If, in the opinion of the employee's supervisor, the services of an employee are unsatisfactory, the following procedures will be implemented:
- 14.3.1 The supervisor shall conduct a conference with the employee and an Association representative (at the employee's request). The purpose of this conference shall be to inform the employee of the deficiencies, allow the employee to make any explanation or offer mitigation concerning these deficiencies, and suggest how the services could be improved. The supervisor shall consider any information gained from the employee or the Association representative during this meeting.
- 14.3.2 Should the supervisor determine a plan of assistance is appropriate, the supervisor shall issue a written plan of assistance within five (5) working days of the conference referenced in Article 14, Section 14.3.1 The plan shall specify the improvements the supervisor has determined must be made, how to accomplish specific improvements, the dates of periodic meetings to discuss progress and to make adjustments, if necessary, to the plan and the date by which the plan must be completed. The employee shall also be notified in writing that failure to successfully complete the plan may lead to further discipline, including dismissal.
- 14.3.3 On the date specified to the employee for completion of the plan of assistance, the employee will be notified as to whether the plan of assistance has been successfully completed. If the improvement is not satisfactory, the supervisor shall inform the employee of any further action to be taken. The supervisor may consider extending the plan of assistance in addition to the consideration of disciplinary action. If satisfactory improvement has been made, the plan of assistance shall be terminated and the employee shall be informed of successful completion.
- 14.4 Dismissal. If a supervisor recommends dismissal of an employee, the superintendent will review this recommendation and determine whether the employee should be dismissed. The superintendent shall notify the employee in writing of their decision and the dismissal will be effective immediately.

The employee shall be entitled to a hearing before the Board if a written request is filed with the Board within fifteen (15) days of the date of dismissal

Examples of actions for which an employee may be subject to dismissal include, but are not limited to:

- Failure to report for duty without a bona fide reason.
- Incompetence, inefficiency or neglect of duty.
- Insubordination.
- Any willful violation of a rule or regulation established by the Board or District administration.
- Conviction of a criminal act.
- Intoxication on duty.
- Conduct detrimental to the District or its personnel.
- Unauthorized absence.

14.5 Suspension. In the event the District determines an employee has engaged in serious misconduct, the employee may be immediately suspended from duty, with pay, by the superintendent while the charges against the employee are investigated and a decision is made to continue or to discontinue that employee's employment.

14.5.1 If the employee is suspended with pay and is subsequently cleared of any charges, the employee shall be immediately returned to work. There shall be no reference to the charges against the employee maintained in the employee's personnel file.

If the employee is suspended with pay and is subsequently dismissed as a result of the District's investigation, the employee shall be dismissed effective immediately.

14.5.3 Investigation of charges against suspended employees shall be concluded within a reasonable amount of time.

14.6 Should an employee be required to attend an investigatory meeting that the employee reasonably believes may result in discipline, the employee may request the presence of a union representative. If a union representative is not immediately available, the meeting will be scheduled to reasonably accommodate the presence of a union representative. This section shall neither add to nor subtract from the employee's *Weingarten* rights and shall be construed consistently with the Oregon Employment Relations Board's application of the *Weingarten* rights.

14.7 If a supervisor reprimands or criticizes an employee, it shall be done in private.

Article 15 – Work Hours

- 15.1 **Workweek.** The District’s workweek shall begin at 12:01 a.m. Monday and end at 12:00 midnight Sunday.
- 15.2 **Employees shall work on a regular schedule as established by the District; such schedule shall be subject to modification only after ten (10) workdays written notice except when an unforeseen situation occurs. Basic Skills and SLP assistants will be entitled to one (1) extra hour per week to meet with the team for planning (see Article 24.2).**
- 15.3 **Breaks and Lunch Periods.** Employees shall receive a paid ten (10) minute break according to the chart shown below. All such breaks shall be considered part of the employee’s regular work hours. Breaks shall be scheduled as close as is practicable to the midpoint of the work period. During an employee’s break, the employee shall perform no work. Should it be necessary for an employee to work through their regularly scheduled break, it will be scheduled as soon as is practicable. Employees may not “save up” breaks in such a manner as to extend their lunch period or shorten their workday.

Employees scheduled to work six (6) or more hours in a day shall receive an uninterrupted lunch period of at least thirty (30) minutes scheduled as close as is practicable to the midpoint of their workday. Employees shall not be compensated for this uninterrupted lunch period. Should any portion of an employee’s lunch period be interrupted by work performed for the District, the employee shall be compensated at their normal rate of pay for the entire lunch period. This Agreement allows food service assistants to voluntarily complete their work shifts without taking a meal period. Subject to the operating needs of the District, breaks and lunch periods may be scheduled in such a way as to provide coverage at necessary times.

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

- 15.4 **Overtime.** Employees shall be compensated at the rate of one and one-half (1 ½) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours per workweek. Hours worked in any extra duty assignment (ie coaching, concessions, time clock, lining the fields, etc.) shall not be considered for the purpose of determining overtime liability under state or federal law. This agreement is reached in accordance with Oregon Revised Statute (ORS 653.269 5(b)), and is not intended to waive any other unrelated statutory rights to which employees are entitled.
- 15.5 **Reporting Time.** Classified employees called to work but not put to work shall receive two (2) hours pay unless notified prior to reporting for work that their services are not required.

- 15.6 Call Back Time. Any employee who has worked their regular shift and then is called back to work, before their next regular shift, shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 ½) times their regular hourly rate of pay.
- 15.7 Inclement Weather/Emergency Closure.
- 15.7.1 When the District decides to close school because of inclement weather or other emergencies, employees will normally not be required to report for work. This will be a paid workday. There will be no loss of leave due to an emergency closure. Should the District decide to make-up such lost days, employees will work without any additional pay (if they were not required to work on the closure day).
- 15.7.2 However, in the event an employee is required to report for work on a closure day due to inclement weather or other emergencies, the employee shall receive their hourly rate for the hours worked in addition to their regular daily wage. These hours shall not constitute overtime.
- 15.7.3 For late starts and early dismissals employees will not be expected to make up time and shall suffer no loss of pay.
- 15.8 Compensatory time may be scheduled and accrued whenever the employee and the employer agree prior to the performance of the work. Compensatory time will be accrued at time and one-half (1 ½) for time worked beyond a forty (40) hour week. Employees and the principal or appropriate supervisor will mutually agree when compensatory time may be scheduled and used. At no time will an employee accrue more than one hundred twenty (120) hours of compensatory time. At the end of the year an employee's unused compensatory time will be paid in the employee's last check of the fiscal year.
- 15.9 Flex-time: On occasion, supervisors may approve employees to flex their schedule. A flex schedule allows employees who work more than their scheduled hours on a regular work day to schedule an equal amount of time off within that same pay period. If employees are unable to take the scheduled time off, the extra time will be recorded as extra hours or as compensatory time.

Article 16 – Paid Leaves

- 16.1 Parental Leave. The District shall grant employees their right to parental leave under the Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). During parental leave employees may elect to use any personal leave or sick leave or combination thereof that they may have accrued. Subject to providing verification consistent with FMLA or OFLA, if requested, employee shall be granted parental leave upon submission of the appropriate District form.
- 16.2 Family Medical Leave. The District shall grant employees their right to family medical leave under FMLA and/or OFLA for up to twelve (12) weeks per calendar year. During family medical leave employees may elect to use any personal leave or sick leave or combination thereof that they may have accrued. Subject to providing verification consistent with FMLA or OFLA, if requested, employees shall be granted family medical leave upon submission of the appropriate District form.
- 16.3 Personal Leave. Classified employees shall be entitled to three (3) personal leave days each year for the purpose of conducting personal business requiring the employee's presence and that cannot be scheduled outside the employee's normal work hours.
- 16.3.1 The District and the Association mutually assert that use of personal leave, except as limited in Section 16.3.2 of this Article, is within the discretion of the employee requesting personal leave. Employees requesting personal leave shall not be required to state the reason for its use either verbally or in writing.
- 16.3.2 No more than two (2) personal leave days per school year shall be used to extend winter, spring or summer break, or any contractual and/or federal holiday.
- 16.3.3 Personal leave shall not be taken in less than thirty (30) minute increments.
- 16.3.4 Personal leave shall not accumulate from year to year. All unused personal leave shall be paid to the employee in the last June paycheck at the employee's rate of \$16.00 per hour. Two hundred and sixty day employees are exempt from this provision.
- 16.3.5 When circumstances permit, leave will be requested at least two (2) working days in advance and approved one (1) workday in advance.
- 16.3.6 In the case of critical illness of a member of an employee's immediate family and where attendance of the employee is necessary, the employee may request and the superintendent may grant additional paid leave days at their discretion. The three (3) personal leave days must be used before this provision becomes available. The decision of the superintendent in this case is not a grievable matter.
- 16.3.8 Upon recommendation of the immediate supervisor, the superintendent or Board may grant additional leave without pay for unusual conditions over which the employee has no control and which require their presence.

- 16.4 Bereavement leave shall be granted at an employee's request when the employee has experienced a death in their immediate family
- 16.4.1 "Immediate family" means the employee's, spouse/significant other and their children, parents, in-laws, grandparents, grandchildren, brothers, sisters, or those in *loco parentis*.
- 16.4.2 Bereavement leave shall not accumulate from year to year. All employees shall be entitled to five (5) days bereavement leave with full pay when there is a death in the immediate family. Classified employees who qualify for OFLA may take an additional five (5) days unpaid and may use accumulated sick leave to take any portion of these OFLA days as paid. If bereavement entails extenuating circumstances, additional days may be granted at the discretion of the superintendent. The superintendent's discretion under this section is not subject to the grievance procedure.
- 16.4.3 Staff will be granted time to attend the funeral of a staff member or student. The amount of time granted will be the amount of time required to attend the service. Leave must be requested as soon as practical, and if possible twenty-four (24) hours in advance of leave. If additional bereavement time is required, the staff member may be required to use personal leave.
- 16.4.4 Death of a person not encompassed within the "immediate family", or a staff member or student, but with whom a very close relationship exists, shall receive one (1) paid day per occurrence, up to three (3) occurrences per year.
- 16.4.5 The request for bereavement leave must be presented to the immediate supervisor as soon as practical.
- 16.5 Court Appearance/Jury Duty. If a classified employee is subpoenaed or ordered to appear in courts as a witness (except when a plaintiff in a litigation or a defendant in litigation), or is called for jury duty, the superintendent or their designee shall approve such absences without loss of pay, provided the employee turns any money paid for such appearances (except mileage and expense reimbursements) over to the District business office and provided the employee provides the District business office with a copy of the subpoena, order or notice of jury duty.
- 16.5.1 Upon being excused from jury duty during any scheduled workday, an employee shall immediately return to work for the remainder of the regular workday if half or more of their shift remains, except as provided in 16.5.2.
- 16.5.2 Swing shift employees are not required to report for work on any day they have performed more than four (4) hours of actual court duty. However, if the employee chooses not to report to work for the remainder of their shift, the difference between the number of hours of jury duty completed and the number of hours in the employee's regular shift will be without pay. Employees can use personal leave, if it is available, to make up for the loss of pay up to the normally scheduled number of work hours.

- 16.6 OSEA Leave. Upon District approval OSEA Chapter 116 members may have up to ten (10) days or eighty (80) hours of paid release time for use by OSEA, either at the chapter or state organization level. The OSEA executive director, director of field operations, or other designee must notify the District that OSEA has approved the request. The OSEA State Office shall reimburse the District for the cost of the released employee's wages and all roll-up costs associated with the employee's absence.
- 16.7 Military Leave. Classified employees will be granted military leave in accordance with ORS 408.290. (See Article 18.3)
- 16.8 Additional Leave. Other leaves of absence with pay may be granted to address employee needs at the sole discretion of the superintendent. Denial of such leave is not subject to the grievance procedure contained in this Agreement.

Article 17 – Sick Leave

- 17.1 Time Limitations and Extensions. All employees shall accrue sick leave benefits as an insurance against the impact of illness or injury. Each employee shall be granted sick leave at the rate of one (1) day per each month worked and not less than ten (10) days for each nine (9) months or more employed.
- 17.1.1 An employee who is employed less than full time shall be allowed sick leave at a rate of one (1) of their part time days per month and not less than ten (10) days of their part time days per year.
- 17.1.2 Sick leave not used during a given year shall accumulate to unlimited number of days.
- 17.1.3 New employees who have worked for an Oregon public school system shall be allowed to transfer accumulated sick leave up to a maximum of seventy-five (75) days.
- 17.1.4 Sickness or other unavoidable circumstances which prevent an employee from working twenty (20) school days immediately following exhaustion of sick leave shall be sufficient reason for the Board, upon recommendation of the superintendent, to allow the employee to remain on leave without pay for an additional six (6) months. The employee may be terminated without cause if the employee is still not able to work.
- 17.1.5 Sick leave shall be accounted for in quarter (¼) hour increments.
- 17.2 Conditions for Leave with Pay. For employees the annual days of sick leave shall apply in full on the day the employee assumes assigned duties.
- 17.2.1 The superintendent or designee may require certification by a physician that an illness or injury prevents an employee from carrying on their duties after an employee has taken five (5) consecutive days of sick leave.
- 17.2.2 In addition to its use for an employee's illness or injury, sick leave days may be used when a member of the employee's immediate family has an illness or injury requiring the employee's presence to care for the family member.
- “Immediate family” means the employee, spouse/significant other and their children, parents, in-laws, grandparents, grandchildren, brothers, sisters, or those in *loco parentis*.
- 17.2.3 Except as provided for in ORS 332.507, all sick leave benefits are immediately and automatically cancelled when an employee resigns or is discharged.
- Any employee who is injured while on duty shall receive compensation and expenses as prescribed under the Oregon Workers' Compensation Act. Upon employee's request for coordination of benefits, the District will deduct from sick leave payments made to an individual amounts equal to benefits received by the individual with respect to the same injury that gave rise to the sick leave.
- However, the deduction of sick leave shall not exceed an amount determined by taking the employee's regular pay for the period less benefits received, divided by the individual's daily wage.

17.2.4 Sick leave may be used for dental, medical or ocular appointments when absence during working hours for this purpose is authorized at least forty-eight (48) hours in advance by the building supervisor.

17.2.5 Should circumstances arise requiring adjustments to the operations of the school setting thereby impacting the ability of employees to perform their tasks onsite, the association and the district may negotiate an MOU to cover the circumstances.

It will be the district's intent to always have employees work onsite as this would be the most secure and well-equipped environment to meet the essential functions of the district.

Article 18 – Leave without Pay

- 18.1 Exhaustion of Paid Leave. Employees who have exhausted sick leave or other paid leave may be granted leave without pay by the superintendent. Employees who are in leave without pay status shall have an amount of pay commensurate with the amount of time each leave is in effect deducted from their gross salary.
- 18.2 FMLA/OFLA Leave. In the event an employee is eligible for parental leave or family medical leave but does not have sufficient paid sick leave or personal leave to remain in pay status, the employee shall be granted parental leave or family medical leave, as applicable, without pay consistent with FMLA or OFLA and Articles 16 and 17 of this Agreement.
- 18.3 Military Leave. A military leave of absence without pay shall be granted to any employee who enlists in any branch of the armed forces of the United States for the entire period of their enlistment.
- 18.4 Personal Health and Family Hardship Leave. Upon the recommendation of the superintendent, the Board may grant an employee leave without pay for up to one (1) year for restoration of health or for the alleviation of a hardship involving the employee or the employee's immediate family.
- 18.5 Leave Request, Extensions, and Renewals. All requests for leave without pay, or for the extension or renewal of such leave, shall be submitted in writing. All approvals or denials of such leave shall be in writing.
- 18.6 Insurance. Employees who are on approved leave without pay shall be permitted to continue group insurance coverage at their own expense while on leave without pay subject to the approval of the insurance carrier. Employees shall prepay premiums to the District on a monthly basis for such coverage.
- 18.7 Return from Leave. Employees may not accrue additional benefits, leaves, or seniority while on leave without pay. Upon return from approved leave without pay, employees shall have any benefits, leaves, and seniority restored to them that they had accumulated up until the date the leave began and they shall be assigned to the same or a comparable position to that which they had prior to beginning leave without pay.

Article 19 – Separability of Provisions

- 19.1 In the event any court of competent jurisdiction shall at any time declare any provision of this Agreement invalid, such decision should apply only to a specific article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire Agreement; it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. If requested by either party, the parties agree to enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such specific provisions invalidated. If differences exist between this Agreement and present Board policy, the Agreement will be the determining factor.

Article 20 – Grievance Procedure

- 20.1 A grievance, for the purpose of this Agreement, is defined as any question, complaint, or controversy alleged by an employee or the Association involving:
- The interpretation or application of the provisions of this Agreement.
 - The established existing conditions affecting employees in the bargaining unit.
 - The discipline or discharge of any employee in the bargaining unit.

- 20.2 A bargaining unit member may act through and/or be accompanied by an Association representative at all steps of the grievance procedure.

A day shall be defined as a regular business day of the district.

- 20.3 Steps. Prior to or at each step of the grievance procedure set forth herein, the parties may mutually agree to extend time frames set forth in the grievance procedure or to hold grievances in abeyance. The parties express their mutual interest in resolving grievances at the lowest possible level.

20.3.1 Step 1. The grievant shall discuss their grievance with their principal or immediate supervisor with the objective of resolving the matter informally within fifteen (15) days of the grievant's first knowledge of the act or condition that is the basis of their grievance.

20.3.2 Step 2. If the grievant is not satisfied with the disposition of their grievance or the supervisor does not provide an answer at step 1, they may file a written grievance with their immediate superior (who has administrative authority to act) within ten (10) days following the informal meeting with the immediate supervisor or principal required in Step 1. This grievance shall set forth the grounds upon which the grievance is based and the reasons why the grievant considers the decision rendered unacceptable. The grievance shall also indicate the remedy sought by the grievant. The immediate supervisor shall communicate their decision in writing within five (5) days to the grievant and the grievant's representative.

20.3.3 Step 3. Within five (5) days of receipt of the decision rendered by the immediate supervisor, if the grievant is not satisfied with the decision of the immediate supervisor, they may appeal in writing to the superintendent or the superintendent's designee.

The superintendent or their designee shall hear appeals to the superintendent or their designee within ten (10) days of their receipt of the appeal. Written notice of the time and place of the appeal shall be given five (5) days prior thereto to the grievant, their representative and any other persons officially involved in the grievance.

Within five (5) days of hearing the appeal, the superintendent or their designee shall communicate to the grievant and their representative their written decision that shall include supporting reasons for the decision.

- 20.3.4 Step 4. If the grievant is not satisfied with the decision of the superintendent or their designee, the grievant may file an appeal within five (5) days with the Board. The board will notify all official parties of a hearing to be held within ten (10) days of receipt of the appeal. The Board shall hear arguments of the superintendent, the grievant and/or the grievant's representative. Within five (5) days following the hearing, the School Board of Directors shall render a decision in writing to all official parties.
- 20.4 Dismissal. In the event an employee is dismissed from employment with the District, any grievance filed contesting that dismissal shall proceed directly to Step 4 of the grievance procedure set forth in this Article, except the grievant shall have fifteen (15) days to appeal/grieve to the Board. Probationary employees as defined in Article 14 – Discipline and Dismissal shall not have recourse to this procedure during their probationary period.
- 20.5 The Association reserves the right to file an unfair labor practice complaint against the District to the State of Oregon Employment Relations Board if a grievance is not satisfactorily resolved at the Board level.

Article 21 – Job Descriptions

- 21.1 Upon hire, promotion or other assignment to a position, the District shall give each employee a dated, written job description for the classification to which they have been assigned. This job description shall delineate the duties currently assigned to an employee's position. The individual job description shall be subject to at least an annual review by the employee and their immediate supervisor. Nothing contained herein shall compromise the right or responsibility of the District to assign work consistent with an employee's classification.
- 21.2 In all cases, the District will notify the chapter president or the designee of changes made to job descriptions or pay range prior to posting the position.
- 21.3 The District and the Association agree to negotiate the placement on the classified pay scale of all new or modified job descriptions according to the procedures in Article 22.
- 21.4 *Other duties as assigned* means duties temporarily assigned to an employee that are reasonably related to the duties of the position, and whenever possible should be duties of the same classification that the individual is currently filling

Article 22 – Reclassification

- 22.1 The District recognizes that the duties and responsibilities of a classified position can be modified by two (2) means. One is a change in the job description, and the other is an evolution of the job functions as a result of the needs of the District.
- 22.2 When the District changes the duties of the job by way of a change in the job description, the District shall consult with the Association about the salary schedule placement of the employee that fills that position. If the parties agree to a placement, the employee shall be placed there and the matter resolved. If the parties do not reach agreement, then the matter shall be handled under the terms of this Article.
- 22.3 When the change is a result of an evolution of the job functions, the employee may request a reclassification of the job, consistent with the procedures in this Article.
- 22.4 **Reclassification Procedure**
- 22.4.1 If an employee feels that the alignment of their position is not appropriate, the employee may submit a reclassification request in writing to the superintendent or their designee. The reclassification request shall be provided to the chapter president within five (5) business days after it has been submitted. The request shall contain the following information:
- a. Current job position and placement, including level.
 - b. Employee's requested placement.
 - c. Rationale for the requested placement change.
 - d. Date of letter.
 - e. Employee's signature.
- An administrator may also submit a request on behalf of an employee. Such request shall include items listed above a. through d.
- 22.5 Upon receipt of a request for reclassification, the superintendent or their designee shall notify the reclassification committee that a request has been received. A date will then be established for the hearing of the request.
- 22.6 The reclassification committee shall consist of six (6) voting members, three (3) appointed by the District and three (3) appointed by the Association.
- 22.7 At the time of the hearing, the requesting party shall have the responsibility of presenting evidence of the need for reclassification. This may be presented either in person, or in writing, or both. The evidence should concentrate on the job duties for the current classification and how those will change, or have changed, in the new classification. An administrator in charge of the area shall be consulted as well. The committee may ask questions of anyone presenting to them and may make such additional inquiries as the committee deems appropriate.
- 22.8 After the close of the hearing, this committee will confer and reach a decision concerning the reclassification. The decision shall be communicated to the superintendent. The superintendent shall consider the recommendation and will make a decision based upon the recommendation. This decision shall occur within ninety (90) days of the date that the application for reclassification was received by the superintendent or their designee. The superintendent and/or designee shall inform the employee who made the request, the committee, and the Association

president of the superintendent's decision.

- 22.9 An employee whose job has been reclassified shall be placed on the new column at a step that is not less than the hourly rate that employee would have received in the previous level. At the time of the reclassification decision, the employee's experience and education will be reviewed, and step or steps may be granted to the employee, which could result in the employee receiving increased pay.
- 22.10 Once a request is heard and decided, the employee may not request a reclassification hearing for at least a period of one year, the only exception being if a substantive change occurs in the major job functions in the employee's job description.
- 22.11 This review period shall be applied toward meeting the District's interim bargaining requirement.

Common Factors Used in Classification

- a. Qualifications required for knowledge, skills, and abilities.
- b. Supervision exercised and received.
- c. Mental effort and physical effort.
- d. Education, training, and experience.
- e. Nature of duties, level of difficulty of duties, and time allocation of duties.
- f. Person-to-person relationships.
- g. Responsibility.
- h. Nature, complexity, and variety of work.
- i. Working conditions.

Factors Not Used in Classification

- a. Skill of employee.
 - b. Seniority of incumbent.
 - c. Volume of work.
 - d. Number of interruptions.
 - e. Age of public serviced.
 - f. Social status of public (i.e., affluent or disadvantaged) served.
 - g. Perceived stress.
 - h. Duties voluntarily performed.
- 22.12 Temporary Work Out of Classification. When an employee has been temporarily assigned, for more than five (5) consecutive days, the duties of a higher classification than the one to which they are normally assigned, the employee shall receive a five percent (5%) pay differential over and above their normal rate of pay for each hour spent working out of classification. Should temporary work out of classification exceed ninety (90) working days, the employee shall be reclassified into the higher classification and paid as indicated in Section 22.3 above, with the effective date of the increase in salary being the ninety-first (91st) day of the work out of classification.

Article 23 – Staff Development

- 23.1 Employees may be allowed time off without loss of pay or benefits for staff development classes. Classes or workshops must be determined as a benefit to the employee's classification. The District shall determine the number of employees allowed to attend a class or workshop at the same time. New employees shall be encouraged to attend classes or workshops when possible during the first year of employment.
- 23.2 Requests to attend classes or workshops shall be submitted at least one (1) week in advance of the scheduled class or workshop. The superintendent will grant approval to attend when it is clear that class or workshop content will enhance employee job skills and when the employee's absence from District duties will not create a hardship on the District. The District will pay the actual cost of the class or workshop.
- 23.3 Tuition Reimbursement.
- 23.3.1 The District agrees to establish an annual tuition reimbursement fund of \$2500; the funds will not carry over from one year to the next. The maximum, initial reimbursement of a classified employee during one school year shall be \$500. Any unused funds that have not been approved by June 30 will be dispersed equitably to members who were approved for \$500 but their request was in excess of \$500.
- 23.3.2 Employees would be eligible for reimbursement for course which are related to their classification, position or employment with the District.
- 23.3.3 In order to be reimbursed, the request must be approved in advance and provide proof of payment and passing the course with a grade C or better.
- 23.3.4 A copy of every request for tuition reimbursement shall be sent to the chapter president.

Article 24 – Wages

24.1 Classified Wage Schedule

24.1.1 Wages for 2022-23 School Year

Individual wage adjustments and reclassification

Market Adjustments

Level	Market Adjustments
A	Secretary to Level D
B	Add 10 cents
C	Add 10 cents, move Custodians to K
D	Secretary from A to D, move College & Career Liaison to L
E	
F	Add 73 cents
G	Move Coll Career Coord to “N” and add 28 cents
H	Add 65 cents
J	
K	Custodian from C to K, add 30 cents
L	Move College & Career Liaison from D to L
M	Move Home School Consultant from D to M add \$2.13
N	College and Career Coordinator based on G add 28 cents

- 2022-23 School Year

5.0% COLA applied to the 2021-22 adjusted wages.

- 2023-24 School Year

3.5% COLA applied to the 2022-23 wages for the 2023-24 school year

- 2024-25 School Year

3.5% COLA applied to the 2023-24 wages for the 2024-25 school year

24.2 SLP, Basic Skills and Foundations Assistants shall receive up to one (1) extra hour per week for time spent outside of their work day for team meetings. The hour will be paid at the employee’s hourly rate of pay and the time must be recorded on a time sheet to be submitted to payroll monthly.

24.3 Two hundred-sixty (260) day employees shall receive a \$700 stipend payable in two (2) installments: one installment paid in December and one installment paid in May.

24.4 Longevity Stipend. After four (4) years and being at the top of the wage range, longevity increase of 1.5% of the hourly wage will be added to the wage beginning July 1 of the new fiscal year.

- 24.5 PERS. The District agrees to pick up and pay the PERS pickup during the life of this Agreement.
- 24.6 Wages, as indicated on the wage schedule, shall be for the term of this Agreement unless amended or supplemented by mutual agreement of the Board and the Association.
- 24.7 Employees are entitled to make a written request with a reason for an emergency draw up to three (3) times per school year. The superintendent will approve or deny the draw request. If denied, a reason will be provided in writing.
- 24.8 If an employee is promoted or is transferred to a higher wage classification, the placement shall be accomplished by moving the employee to the first step where the employee will receive a wage increase of at least fifty (50) cents an hour. If the increase would exceed the top step of the higher wage range, the employee will receive a fifty (50) cents an hour raise.
- 24.9 If an employee is demoted or is transferred to a lower wage classification, the placement shall be accomplished by moving the employee to the same step of the new wage classification that the employee enjoyed in the former wage classification. For those on longevity, the hourly wage paid will be reduced by the difference in hourly wage at the highest step between the new classification and the old classification.
- 24.10 Step progression will occur annually on July 1st, subject to satisfactory evaluations and subject to total number of steps. An employee must work more than fifty (50) percent of their scheduled work year in order to qualify for an experience step the next year.
- 24.11 Wage Schedule Placement
- The District retains the right to place new hires on the wage schedule based on their prior work experience. If the District determines an employee has relevant experience in a public school they may receive one (1) year of credit for each year of prior public school experience. If the District determines an employee has relevant experience in another work environment besides public schools they may receive one (1) year credit for each two (2) years of prior work experience.
- 24.12 *Preferred qualifications* Non-trivial, preferred qualifications in a job posting shall require appropriate additional compensation for the qualification. If there is no pre-determined appropriate compensation for the preferred qualification, then the district and the union will negotiate the appropriate compensation.
- 24.13 Employees who apply for and meet the District-established standard for bilingual literacy as evidenced by their passing the approved literacy examination in both English and the respective non-English language, will be given stipends for the following classifications:
- \$1,500 annual stipend for bilingual secretaries
- \$750 annual stipend for bilingual assistants and technology
- Stipends are payable in two (2) installments: one installment paid in December and one installment paid in May.
- 24.14 A Pre-K annual stipend of \$2,400 will be paid to classified employees working in the Pre-K program. This stipend is paid on a monthly basis.

Article 25 – Safe Working Conditions

- 25.1 The District will provide a safe and healthful working environment by complying with state and federal laws and regulations pertaining to workplace safety and equipment safety.
- 25.2 In the event that District administrators are aware of situations where employees are likely to be exposed to serious contagious diseases, illnesses or other health hazards (ie. toxic fumes, dangerous air quality, etc), the District will make a reasonable effort to provide this information to the employees who are likely to be exposed, unless confidentiality laws prevent it from doing so.
- 25.3 In the event District administrators are aware of situations where students, being assigned to employees, have had severe behavioral problems in the past that are likely to pose safety problems in the future, the District shall make a reasonable effort to keep those employees informed of these facts unless prevented from doing so by the laws of confidentiality. This might include information related to safety protocols for individual students and/or behavior intervention plans the employee will participate in implementing, as well as information required by law related to illegal activity.
- 25.4 In an effort to keep students and staff safe, classified employees who may be required to supervise a student on an education plan (i.e. IEP, IFSP, 504, etc.), where the law allows, shall be adequately informed and trained to use the strategies necessary to provide a safe environment for students and staff.
- 25.5 To reduce the potential for harm to staff members, the District may provide the following when appropriate (list is not all inclusive and is based on individual student and staff needs):
 - a. Positive Behavior Intervention Supports;
 - b. Increasing interventions;
 - c. Functional behavior assessment followed by a behavior intervention plan;
 - d. Training of employees on proper lifting techniques;
 - e. Lifting equipment (back supporter, mechanical lift) when the student's size warrants;
 - f. Training of employees who work with students who have a history of presenting safety issues;
 - g. Training on de-escalation, deflection and restraint/seclusion when a student's behaviors warrant and the school team determines necessary;
 - h. Safety protocols;
 - i. Behavior consultation;
 - j. Annual training in other areas identified by the District
 - k. Safety equipment (such as bite guards, spit guards, protective gloves);
 - l. Bloodborne pathogen training for identified staff;
 - m. First aid training for identified staff;
 - n. Training by special needs nurse for delegated health services; and
 - o. Other District level resources when needed, as identified by the District.

- 25.6 School administrators handle behavioral referrals through a process based on the District's disciplinary standards found in board policy.
- 25.7 The District will make the association aware of efforts being made to insure employee safety.
- 25.8 Annually, the District will review with the association officers, or their designee, the training needs and concerns of members and propose a schedule and format to address those needs.
- 25.9 All District-level safety committees shall be in compliance with OR-OSHA rules governing safety committees. The Union shall appoint the Union representatives to all District-level safety committees by means of the internal processes of OSEA Chapter 116. The District shall notify the OSEA Chapter 116 president when there is a classified vacancy on the District-level safety committee. Draft Minutes of Committee meetings shall be posted at each work site.
- 25.10 According to ORS 343.154, classified employees who may be required to supervise a student on an education plan (i.e. IEP or 504, etc.) shall be recognized as a service provider. All classified service providers who are involved in an incident that places the student, other students or staff at imminent risk of serious bodily injury shall be allowed to participate and have meaningful input into the development, review or revision of the student's behavior plan.

Article 26 – Sick Leave Bank

- 26.1 The District and the Association agree there are times when a classified employee may need additional sick leave days should a serious health care condition cause a classified employee to exhaust their accumulated sick leave days and personal leave days. A serious health condition is defined as a-severe illness, injury, or impairment which has caused or is likely to cause the member to take leave without pay or terminate their employment.
- 26.2 Either at the time of hire, or within the month of September each year, each classified employee may contribute up to five (5) days of sick leave to a common sick leave bank. The contributions may be made in 4-hour increments. The district will notify new hires of their option to make sick leave bank donations and the association will make the annual request of all classified. Further yearly contributions shall be permitted to maintain the number of hours necessary to bring the bank to an approximate goal of 1200 hours at all times, with contributions to be made as determined by the Association.
- 26.3 The District and Association further agree employees may apply for the use of up to forty (40) additional sick leave days during a school year under the following conditions:
- 26.3.1 The employee must have used all their accumulated sick leave.
 - 26.3.2 The employee must have used all their personal leave.
 - 26.3.3 The employee must not be eligible for lost time compensation under Workers' Compensation.
 - 26.3.4 The employee has been absent for five (5) consecutive days or demonstrated a continuing pattern of absence because of a serious health condition.
 - 26.3.5 The employee must complete an application form and submit it to the superintendent or designee.
 - 26.3.6 The employee must present a physician's statement of illness and other documentation as required.
 - 26.3.7 The serious health conditions must pertain to the employee, their parents, their children or spouse/significant other.
 - 26.3.8 Only employees who have contributed to the bank within the past two (2) years may apply to use hours from the bank.
- 26.4 It is agreed the completed application, physician's statement and any other documentation will be reviewed by a committee composed of four (4) classified employees serving annual terms: two (2) appointed by the Association and two (2) appointed by the District.

- 26.5 Three (3) of the four (4) members of the committee must be in agreement in order to grant sick leave from the bank for an individual classified employee. In the event that the committee cannot agree, sick leave shall not be granted. If a sick leave is not granted, the action of the committee shall not be grievable or subject to appeal.
- 26.6 If a sick leave is granted to a classified employee, a letter will be sent from the superintendent or designee confirming this with conditions as follows:
- 26.6.1 It does not establish a precedent.
 - 26.6.2 All contributions are irrevocable.
 - 26.6.3 If the request is approved, the recipient will receive the needed hours, but no more than forty (40) days shall be awarded to one member in any school year.
 - 26.6.4 The District shall keep accurate records of leave accumulated in the sick leave bank, and the leave used.
 - 26.6.5 Annually, on September 1st, the District shall notify the Association in writing of accumulated days in the sick leave bank and those used.
 - 26.6.6 Previously donated days shall remain in the bank when a classified employee ends their employment with the district.
 - 26.6.7 At the time of retirement under PERS, current classified employees may contribute an additional two (2) days to the sick leave bank.

Article 27 – Retention Incentive

27.1 Each employee who has been with the District three (3) years will be eligible to participate in the 403(b) plan with the District matching contributions in the employee's name at the following rates:

27.1.1 Employees with twenty (20) years in PERS: up to \$60 a month.

27.1.2 Employees with fifteen (15) years to nineteen (19) years in PERS: up to \$35 a month.

27.1.3 Employees with ten (10) years to fourteen (14) years in PERS: up to \$25 a month.

27.1.4 Employees who have less than ten (10) years in PERS: up to \$20 a month.

27.2 The plan will operate within the parameters of Section 403(b) of the Internal Revenue Code. The IRS rules and regulations governing 403(b) contributions will supersede any contractual obligations of the parties.

Article 28 - Term of Agreement

- 28.1 This Agreement shall be effective upon ratification, July 1, 2022, and shall remain in full force and effect through June 30, 2025, and is the total Agreement between the parties. It shall continue in effect without reopening or negotiations on any other matter contained in this Agreement and on any matter discussed in the negotiations.
- 28.2 The parties agree to enter into negotiations over a successor upon written notice by the Association before February 15th prior to the expiration of this Agreement.
- 28.3 Executed this date, _____, at Aurora, Oregon by the undersigned officers of the authority of and on behalf of the North Marion Board of Education and the Oregon School Employees Association North Marion Chapter 116.

For the Association



North Marion OSEA Chapter 116
President



Oregon School Employees Association
Field Representative

For the District



North Marion School District
Board of Directors Chairman



North Marion School District
Superintendent

Appendix A –2022–23 Wage Schedule

NMSD Classified Wage Schedule							
105.0%	2022/23 5% COLA after Market Adjustments						
WAGE	STEP						
LEVEL	I	II	III	IV	V	VI	VII
A	16.75	17.58	18.46	19.39	20.36	21.37	22.44
B	14.21	14.92	15.66	16.45	17.27	18.13	19.04
C	15.41	16.18	16.99	17.84	18.74	19.67	20.66
D	17.33	18.19	19.10	20.06	21.06	22.11	23.22
E	13.85	14.54	15.27	16.03	16.83	17.68	18.56
F	15.77	16.56	17.39	18.26	19.17	20.13	21.13
G	20.32	21.33	22.40	23.52	24.70	25.93	27.23
H	19.22	20.18	21.18	22.24	23.36	24.52	25.75
J	19.23	20.19	21.20	22.26	23.37	24.54	25.76
K	15.62	16.41	17.23	18.09	18.99	19.94	20.94
L	18.75	19.69	20.68	21.71	22.79	23.93	25.13
M	19.46	20.43	21.45	22.52	23.65	24.83	26.07
N	20.60	21.63	22.71	23.85	25.04	26.29	27.61
Note: 5% between steps							
LEVEL A				LEVEL E			
Media Assistant				Food Service Assistant I			
LEVEL B				LEVEL F			
Teacher Assistant				Food Service Assistant II			
Instructional Assistant				LEVEL G			
Pre-School				Communications Specialist			
Records Clerk				LEVEL H			
Translator				Maintenance			
LEVEL C				LEVEL J			
SLP Assistant				Technology Assistant			
Basic Skills Assistant				LEVEL K			
BEST Assistant				Custodian			
Foundations Assistant				LEVEL L			
Site Supervisor				College Career Liaison			
LEVEL D				LEVEL M			
Community Outreach				Home School Consultant			
Secretary				LEVEL N			
				College and Career Coordinator			

Appendix A –2023–24 Wage Schedule

NMSD		Classified Wage Schedule						starts 07/01/2023
103.5%	2023/24 3.5% COLA							
WAGE	STEP							
LEVEL	I	II	III	IV	V	VI	VII	
A	17.34	18.20	19.11	20.07	21.07	22.13	23.23	
B	14.71	15.44	16.21	17.03	17.88	18.77	19.71	
C	15.95	16.75	17.58	18.46	19.39	20.36	21.37	
D	17.94	18.83	19.78	20.76	21.80	22.89	24.04	
E	14.33	15.05	15.80	16.59	17.42	18.30	19.21	
F	16.32	17.14	17.99	18.89	19.84	20.83	21.87	
G	21.03	22.08	23.19	24.35	25.56	26.84	28.18	
H	19.89	20.89	21.93	23.03	24.18	25.39	26.66	
J	19.90	20.90	21.94	23.04	24.19	25.40	26.67	
K	16.17	16.98	17.82	18.71	19.65	20.63	21.66	
L	19.41	20.38	21.40	22.47	23.59	24.77	26.01	
M	20.14	21.15	22.21	23.32	24.48	25.71	26.99	
N	21.32	22.39	23.51	24.68	25.92	27.21	28.57	
Note: 5% between steps								
LEVEL A				LEVEL E				
Media Assistant				Food Service Assistant I				
LEVEL B				LEVEL F				
Teacher Assistant				Food Service Assistant II				
Instructional Assistant				LEVEL G				
Pre-School				Communications Specialist				
Records Clerk				LEVEL H				
Translator				Maintenance				
LEVEL C				LEVEL J				
SLP Assistant				Technology Assistant				
Basic Skills Assistant				LEVEL K				
BEST Assistant				Custodian				
Foundations Assistant				LEVEL L				
Site Supervisor				College Career Liaison				
LEVEL D				LEVEL M				
Community Outreach				Home School Consultant				
Secretary				LEVEL N				
				College and Career Coordinator				

Appendix A –2024–25 Wage Schedule

NMSD		Classified Wage Schedule					starts 07/01/2024	
103.5%		2024/25			3.5% COLA			
WAGE	STEP							
LEVEL	I	II	III	IV	V	VI	VII	
A	17.95	18.84	19.79	20.78	21.81	22.91	24.05	
B	15.22	15.99	16.79	17.62	18.51	19.43	20.40	
C	16.54	17.33	18.20	19.11	20.07	21.07	22.12	
D	18.57	19.50	20.47	21.49	22.57	23.70	24.88	
E	14.83	15.57	16.35	17.17	18.03	18.93	19.88	
F	16.89	17.74	18.62	19.55	20.53	21.56	22.64	
G	21.77	22.85	24.00	25.20	26.46	27.78	29.17	
H	20.59	21.62	22.70	23.83	25.02	26.27	27.59	
J	20.60	21.63	22.71	23.84	25.04	26.29	27.60	
K	16.74	17.57	18.45	19.37	20.34	21.36	22.43	
L	20.09	21.09	22.15	23.26	24.42	25.64	26.92	
M	20.84	21.89	22.98	24.13	25.34	26.60	27.93	
N	22.07	23.17	24.33	25.54	26.82	28.16	29.57	
Note: 5% between steps								
LEVEL A				LEVEL E				
Media Assistant				Food Service Assistant I				
LEVEL B				LEVEL F				
Teacher Assistant				Food Service Assistant II				
Instructional Assistant				LEVEL G				
Pre-School				Communications Specialist				
Records Clerk				LEVEL H				
Translator				Maintenance				
LEVEL C				LEVEL J				
SLP Assistant				Technology Assistant				
Basic Skills Assistant				LEVEL K				
BEST Assistant				Custodian				
Foundations Assistant				LEVEL L				
Site Supervisor				College Career Liaison				
LEVEL D				LEVEL M				
Community Outreach				Home School Consultant				
Secretary				LEVEL N				
				College and Career Coordinator				

Appendix B –Bumping Order

Bumping Order	LEVEL
Food Service	
Food Service Assistant II	F
Food Service Assistant I	E
Maintenance & Custodians	
Maintenance	H
Custodian	K
Instructional Assistants	
SLP, BEST, Basic Skills, Foundations Assistant	C
Teacher Assistant	B
Instructional Assistant	B
Pre-School	B
Records Clerk	B
Translator	B
Site Supervisor	C
Secretary	D
Media Assistant	A
Technology Assistant	J
Community Outreach	D
College Career Liason	L
Home School Consultant	M
College and Career Coordinator	N

Bumping is from from top to bottom of each classification

**For instance: maintenance can bump a custodian,
custodian can't bump anyone.**