



**AGREEMENT
between
Molalla River School District**

and

**Oregon School Employees Association/
AFT Local 6732, AFL-CIO
on behalf of OSEA Chapter 110**



July 1, 2021 to June 30, 2024

TABLE OF CONTENTS

INDEX

Article 1	Preamble.....	Page 2
Article 2	Recognition	Page 3
Article 3	Negotiations Procedure	Page 4
Article 4	Union Rights	Page 5
Article 5	Employee Rights	Page 8
Article 6	Management Rights	Page 10
Article 7	Grievance Procedure	Page 11
Article 8	Nondiscrimination	Page 15
Article 9	Layoff and Recall	Page 16
Article 10	Leaves	Page 18
Article 11	School Closures	Page 22
Article 12	Dues and Payroll Deductions	Page 23
Article 13	Expense Reimbursement	Page 25
Article 14	Savings Clause	Page 27
Article 15	Strikes and Lockouts	Page 27
Article 16	Employee Evaluation	Page 27
Article 17	Holidays and Vacations	Page 28
Article 18	Insurance	Page 30
Article 19	Employee Working Conditions	Page 32
Article 20	Wages	Page 36
Article 21	Contracting Out	Page 38
Article 22	Labor/Management Committee.....	Page 39
Article 23	Re-Employment of Retired Employees.....	Page 40
Article 24	Duration of Agreement	Page 41

Appendix A. 2021-22 Classified Employees Wage Schedule Page 42

Appendix B. 2022-23 Classified Employees Wage Schedule Page 43

ARTICLE I - PREAMBLE

- A. This Agreement is entered into between the Board of Directors on behalf of the Molalla River School District #35, herein referred to as the “District” and the Oregon School Employees Association/AFT Local 6732, AFL-CIO on behalf of OSEA Chapter 110, herein referred to as the “Union.”

- B. This Agreement shall not be modified except by written agreement between the Union and the District.

ARTICLE 2 - RECOGNITION

- A. The District hereby recognizes the Union as the exclusive representative with respect to wages, hours, and conditions of employment as set forth in Oregon Law, Chapter 243, for all classified employees employed by the District.
- B. For purposes of this Article, classified employees are those employees who work or are scheduled to work for more than sixty (60) consecutive workdays.
- C. Specifically excluded from the bargaining unit are licensed teachers, supervisors, confidential, temporary, and substitute employees.
- D. A substitute employee is one who is hired to replace a classified employee during a short-term absence.
- E. A temporary employee is one who is hired for a period not to exceed sixty (60) consecutive workdays for a special project, seasonal work, or the extended absence of a classified employee. On the 61st day of employment, a temporary employee will become a bargaining unit member.
- F. A limited-duration classified employee is one who is hired for a special project, seasonal work, or the extended absence of a classified employee for a period that exceeds sixty (60) consecutive workdays. Such employees are bargaining unit members and shall be covered by all portions of this Agreement except Article 9. The District shall inform limited-duration employees upon hiring of the projected length of their employment. The District shall also inform the Union of the names and approximate employment period of limited-duration classified employees upon their employment.

ARTICLE 3 - NEGOTIATIONS PROCEDURE

- A. There shall be three (3) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, one (1) by the OSEA Chapter 110, and one (1) by the Union.

- B. The parties agree that the Union shall provide notice to the district of the Union's intent to bargain a successor agreement no later than March 1st prior to the expiration of the agreement.

- C. The District retains the right to set the work year for members of the classified bargaining unit, or for the bargaining unit as a whole. Should the District elect to make a reduction in the work year for members of the classified bargaining unit in the form of "furlough days" or "cut days," it shall notify the union and bargain upon demand to the extent required by law, pursuant to ORS 243.698

ARTICLE 4 - UNION RIGHTS

- A. Facilities. District buildings may be used for Union meetings at reasonable times provided there is no conflict in scheduling such use and provided the supervisor, principal, or superintendent has been notified and approved of such use. In the event there is a scheduling conflict with a non-District organization, the Union shall be granted use if the Union's request was received prior to the non-District organization's request.
- B. Equipment. The Union may use District facilities and equipment, including computers, typewriters, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, with approval of the building administrator and when such equipment is not otherwise in use. The Union will pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof. The District's electronic mail system may be used by the union in accordance with District policy for union-related communications including, but not limited to:
- (1) Collective bargaining
 - (2) Grievance or other dispute investigations
 - (3) Governance of the union.
- C. Bulletin Board. The Union shall have the right to post notices of activities on a bulletin board provided by the District in each building. The Union shall be responsible for maintaining the bulletin board in a neat and orderly condition. The District shall provide a centrally located mailbox in each building for the Union.
- D. Information. The District agrees to furnish to the Union, in response to reasonable requests, such information needed by the Union to administer this Agreement. The District may charge the Union for the costs related to providing information that is not related to the collective bargaining process and that takes longer than four (4) hours of District time to accumulate. The District will provide the Union a cost estimate prior to responding to any information request that it anticipates will result in a charge to the Union.
- E. Mail Facilities. The Union has a right to use the District mail system for distribution of communications to members of its bargaining unit. The Union agrees to hold the District harmless from any liability for having permitted the use of this mail system.
- F. Meetings. Whenever the District schedules negotiations, grievance proceedings, or other meetings during working hours, any representative of the Union or any employee who is required to participate or is called as a witness by either party shall suffer no loss in pay.

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 in accordance with Oregon law ORS 243.798:

- Investigate and process grievances and other workplace-related complaints;
- Attend investigatory meetings, hearings, and other due process proceedings involving represented employees;
- 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;
- Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;
- Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.

For purposes of this Article, “designated representatives” shall include chapter executive board officers, stewards, work site organizers and designees of the chapter president. A non-employee OSEA Field Representative shall be permitted access to the District’s facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives.

Designated representatives shall provide their immediate supervisor with written notice of the need to perform the 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 activities 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.

- G. OSEA Time Release Leave. Upon a request from the Union’s Executive Director or the Union’s designee, and subject to the operating needs of the District, the Superintendent or the District’s 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.
- H. New Employees. The District shall advise all newly employed classified personnel, at the time of their employment, that the Union is their exclusive bargaining representative. Additionally, the District shall provide information on District insurance programs. The OSEA Chapter 110 President or the Chapter’s designee shall be granted at least 30 minutes up to 60 minutes to meet with members of the bargaining unit during one of the In-service days occurring prior to the start of the school year in order to orient employees to the Union, including the benefits of membership. The local union representative and the new employee shall be allowed to meet during regular work hours with no loss of pay or benefits for either party.

When a bargaining unit employee is hired after the beginning of the work year, the union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.

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

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

- J. Board Meetings. The agenda of forthcoming meetings and minutes of meetings of the Board will be made available electronically. Minutes of executive sessions are excluded from this Article.
- K. Union Stewards.
 1. The District understands that a system of Union Stewards exists for employee representation available to all members of the Union's bargaining unit.
 2. The Union shall provide the District with a list of bargaining unit members authorized to act as Union Stewards and shall update that list as necessary.

ARTICLE 5 - EMPLOYEE RIGHTS

A. Just Cause. No employee shall be discharged or disciplined in writing without just cause.

B. Personnel Files.

1. The District shall provide reasonable opportunity for employees to inspect their personnel file.
2. At the request of the employee, the District shall furnish a copy of such records.
3. The District may make only such charge for copies as is reasonably calculated to recover the actual cost of providing this service.
4. No evaluation or disciplinary material shall be placed in the employee's personnel file until the employee has been provided a copy. The employee shall acknowledge receipt of such material by signing the document. The employee's signature does not necessarily mean agreement with the document, but only that the employee has seen the document and received a copy. Employees shall have the right to make a written statement relating to any matter placed in their personnel file and attach it to the document they are rebutting.
5. The personnel file shall be open for inspection by the employee, but shall be open only to such other persons as are officially designated by the District or by the employee.

C. Complaint Procedure.

1. No classified employee shall be criticized or reprimanded by any supervisor, administrator or Board member except in confidence and not in the presence of students, parents, other District employees, or the public.
2. Any concern expressed verbally will not be considered a complaint unless it is reduced to written form and processed as a written complaint.
3. The District may not, as a result of a complaint, evaluate employees negatively, discipline employees, or otherwise make a record in employees' personnel files without first meeting with employees and providing them with a copy of the complaint.
4. The employee shall have the right to a union representative at the conference with the administrator to review the complaint and any subsequent conferences at which disciplinary action is taken.

5. If a record of complaint is placed in the employee's personnel file, the employee may submit a written statement of disagreement. This statement will be attached to the record and placed in the employee's personnel file.
6. Any such complaint which the District chooses not to discuss with the employee or which is not discussed within twenty (20) business days shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the District nor placed in the employee's personnel file.

D. Probationary Period.

1. All new employees will serve a probationary period of one calendar year from the first date of employment with the District. During a new employee's probationary period, the District shall have the right to conduct an employee evaluation.
2. During the probationary period, an employee may be dismissed without recourse under the collective bargaining agreement. Specifically, the District need not have just cause to dismiss a probationary employee, but may do so for any reason deemed in good faith sufficient. However, if the District terminates the employee, the District shall observe a public employee's right to have a hearing before the school board under [ORS 332.544](#).
3. At the conclusion of their probationary period, employees shall be evaluated in accordance with Article 16 of this Agreement.
4. Employees moving from one classification to another shall have a six (6) month probationary period within the new classification. If it is determined that employees do not meet performance standards in the new classification during this probationary period, employees shall be returned to their prior classification. Returning employees to the previous classification shall not be construed as a disciplinary action.

ARTICLE 6 - MANAGEMENT RIGHTS

- A. 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 programs, facilities, properties, and activities of its employees.

- B. Without limiting the generality of the foregoing (paragraph A), it is expressly recognized the Board's operational and managerial responsibility by way of illustration includes, but is not limited to, the following:
 - 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. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
 - 3. The determination of the management, supervisory, or administrative positions.
 - 4. The maintenance of discipline and control and use of the school system property and facilities.
 - 5. The determination of safety, health, and property protection measures where legal responsibility of the district or other governmental unit is involved.
 - 6. The determination of the size of the working force, the allocation and assignment of work to employees.
 - 7. The determination of the layout and the equipment to be used and the right to control school activities.

- C. The foregoing enumerations of the functions of the Board shall not be considered to exclude all functions of the District not specifically set forth, the District retaining all function and rights to act not specifically nullified by this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

- A. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable and fair solutions to problems which may, from time to time, arise and affect employees. The parties in interest agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Definitions.
1. Grievance: A written claim by the grievant based upon the interpretation, application, violation, or inequitable treatment of the provisions of this contract, District policy, and/or administrative rules.
 2. Grievant: An employee, group of employees, or the Union making the claim.
 3. Party In Interest: The person or persons making the claim and any person who might be required to make a decision or to take action, or the person or persons against whom action might be taken in order to resolve the claim.
 4. Union Representative: A person or persons designated to accompany, advise, and/or speak for a grievant.
 5. Immediate Supervisor: A person or persons having direct administrative or supervisory responsibility.
 6. Days: Shall be defined as regular business days of the District.
- C. General Procedures.
1. Time Limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
 2. Representation Rights of Employees: The District recognizes the right to grievance representation by the Union. Grievants may be represented at all stages of the procedure by a Union representative.
 3. Miscellaneous Procedures:
 - a. All meetings and hearings under this procedure shall be conducted in private unless otherwise mutually agreed upon by the parties, and shall include only the parties in interest and their designated or selected representatives and the Union (see 2. above).
 - b. Timelines or any level(s) of the procedure may be waived with the mutual agreement in writing by the District and the Union.
 - c. At Level Three, any individual(s) acting as a conductor of the procedure and/or who will rule on the issues presented at a grievance hearing shall not have

previously been involved in the events leading to the grievance. If for some reason that requirement is impossible to meet, then the individual(s) shall state for the record their involvement in the events related to the grievance.

D. Grievance Steps.

1. Level One - Informal and Formal Grievance Level: Within fifteen (15) days of an act or fifteen (15) days from the date the grievant first became aware or should reasonably have become aware of a possible grievance (whichever date is later), the grievant will discuss the concern with the principal or immediate supervisor, either individually or accompanied by a Union representative, with the object of resolving the matter informally.

If not satisfied with the informal disposition, or if no disposition is rendered within ten (10) days, the grievant or the Union may file within ten (10) days after receipt of the supervisor's response or the date the response would have been due a written grievance stating the specific article(s) of the contract, District policy or administrative regulations being grieved, a narrative of the alleged violation, and a proposed remedy. If necessary, the principal or immediate supervisor will meet with the employee and/or the Union's designated representatives(s) with the objective of resolving the matter within ten (10) days after receiving the written grievance. Within ten (10) days after the optional meeting, or after receipt of the written grievance if no meeting is held, the principal or immediate supervisor will respond in writing with a decision, the reasons for the decision, and the evidence upon which the decision is based.

2. Level Two – Superintendent or Designee: If the grievant is not satisfied with the decision rendered at Level One or if the grievant does not receive a written decision within ten (10) days as outlined in Level One above, the grievant may appeal in writing to the Superintendent within ten (10) days of the decision at Level One. After consultation with the grievant and the Union to establish a hearing date, the Superintendent shall give written notice of the time and place of the hearing to the grievant, Union representatives(s), and other persons officially involved in the grievance.

The hearing shall be within fifteen (15) days of the receipt of the appeal. Within (10) days of the hearing, the Superintendent will communicate to the grievant and other parties in interest the decision, the reasons for the decision, and the evidence upon which the decision was based.

3. Level Three - Board of Education: If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the Level Two hearing, the grievance may be appealed to the Board of Education within ten (10) days after the receipt of the decision or the ten (10) day deadline.

The appeal shall be submitted to the School Board through the Superintendent's office. Upon receipt of the Level Three appeal, the Superintendent shall cause the School Board to have copies of all previous appeals and findings, and any other material deemed relevant to the grievance. Should the aforementioned material not have been provided to the Union, it will be delivered to the Union simultaneously with its delivery to the Board. Within twenty (20) days after receipt of the appeal, the Board shall conduct a hearing. A decision containing the reasons for the decision and evidence upon which the decision was based will be communicated in writing within ten (10) days of the hearing. The decision of the Board will be final regarding decisions of policy and administrative rules.

4. Level Four - Binding Arbitration: If the grievant is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) days after the Board hearing, the Union may notify the District of its intent to submit the grievance to arbitration. If the Union does not notify the District of its intent to submit the grievance to arbitration within the time frames indicated herein, the decision rendered by the Board, unless otherwise modified by mutual agreement, shall be the final determination.

A grievance may be submitted to binding arbitration under the following conditions:

- a. All steps provided for in the grievance procedure must first be exhausted by both parties, unless waived by mutual agreement or otherwise stated in specific portions of this Agreement.
- b. The issue must be based upon a claim that the aggrieved person(s) or the Union has been treated unfairly or inequitably due to the application, interpretation, denial, or alleged violation of a specific provision(s) of this Agreement.
- c. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so either party may, within ten (10) days of the appeal, request the Employment Relations Board to submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination, and thereafter each shall, in that order, alternately strike a name from the list and the seventh and remaining name shall act as the arbitrator. The parties shall then be bound by the American Arbitration Association rules.
- d. The arbitrator so elected shall confer with representatives of the Board and the Union to establish a mutually agreed hearing date and shall issue the decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his/her finding of facts, reasoning and conclusions on the issue submitted. The arbitrator shall not add to, subtract from,

modify, or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away from the Board. The decision of the arbitrator within the scope of his/her authority shall be binding on the parties.

- e. The Board and the Union will share equally and jointly costs of the arbitration procedures, such as the fee and expenses of the arbitrator and cost of the hearing room.

E. Miscellaneous.

1. Group Grievance: If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. Such a grievance must be filed within twenty (20) days of the act or the alleged grievance.
2. Separate Grievance File: All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms: The grievance form shall be mutually agreed upon by the District and the Union, shall allow for inclusion of the information required by Section D (1) of this Article, and shall be given appropriate distribution and availability so as to facilitate operation of the grievance procedure.
4. Non-Reprisals: No reprisals of any kind shall be taken by any member of the Board or by any member of the Administration against any party in interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

ARTICLE 8 - NONDISCRIMINATION

The District and the Union shall not discriminate, in violation of any state or federal laws, against any employee on the basis of race, color, religion, sex, gender identity, national origin, disability, age, parental or marital status, sexual orientation, or membership in the Union or participation in Union activities. Alleged violations of this Article may be appealed only as far as Level Three of the grievance procedure provided for in Article 7 of this Agreement and may not be appealed to Level Four - Binding Arbitration.

ARTICLE 9 - LAYOFF AND RECALL

A. Layoff.

1. When the District is contemplating the layoff of any employee, it will notify the Union as soon as the need for such a reduction is evident and prior to making such a recommendation to the School Board. The notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and reasons for the proposed action. Notice to the Union shall be no less than twenty (20) District business days prior to the effective date of any layoff and shall be issued prior to notification being issued to the affected employee(s).
2. The Union shall be provided the opportunity to present its position on any proposed layoff's and to present any alternatives to layoffs to the Board prior to the Board's final action.
3. In the event it becomes necessary to lay off employees for any reason, the affected employees shall be laid off within the layoff categories described in Section A paragraph 4 of this Article in the reverse order of their seniority unless the District wishes to retain a less senior employee on the basis of greater skill, ability or qualifications. In such cases, the District shall have the burden of proof for such action. Layoffs will be made within job title classifications.
4. Employees shall be laid off from their position with a specific job title within the following categories, specifically associated with their eligibility for benefit: 1) Full time - Regularly scheduled to work six (6) or more hours per day; 2) Part time benefitted - Regularly scheduled to work not less than four (4) nor more than six (6) hours per day; and, 3) Part time unbenefitted - Regularly scheduled to work less than four (4) hours per day. A reduction in hours that results in an employee moving downwards in layoff category shall constitute a layoff (e.g., an employee whose hours are reduced from six (6) hours per day to five and one-half (5½) hours per day shall be considered laid off). A reduction in hours that does not result in an employee moving downwards in layoff category shall not constitute a layoff (e.g., an employee whose hours are reduced from eight (8) to six (6) hours per day shall not be considered laid off).
5. Seniority shall be defined as the total length of continuous service within the District, regardless of job title and includes work in any of the unifying Districts prior to unification. In the event of a tie, the employee with the greatest continuous service in the affected job title shall be retained. Ties remaining thereafter shall be broken by drawing of lots by the OSEA Chapter 110 President or his/her designee and the District's personnel administrator or his/her designee.
6. Employees to be laid off shall be given advance notice of not less than twenty (20) District business days.
7. Employees who are to be laid off and who have worked for the District in a job title within a lower pay grade than the one from which they have been laid off shall be able to "bump" the least senior employee in the former job title and in the same benefit category on the basis of seniority, as long as they worked in the former job title for the District within the past five (5) years. Employees exercising this option shall be placed on the wage schedule in the pay grade which they have bumped at the wage level closest to the one they had prior to being laid off.

The District will provide employees on layoff with the same insurance they had prior to layoff for a period of three (3) months. Such insurance coverage may be continued by the laid off employee after the three (3) month period at their own expense or as provided by law. Laid off employees who accept other employment shall not be eligible for extension of group insurance.

B. Recall.

1. Recall rights shall exist for twenty-seven (27) months from an employee's date of layoff.
2. Notice of recall shall be in writing and will be sent by certified mail to the last address the District has on record for the laid off employee. The laid off employee will have ten (10) District business days after receipt of the notice to respond to the recall notice. Failure to respond to the recall notice within ten (10) District business days after receipt of the notice shall be deemed to be a refusal of recall.
3. Employees shall be recalled from layoff in seniority order within their job title and by benefit level as defined in section a paragraph 4. An employee who is on the recall list may apply for and be hired into the same job title at a lower benefit level.

Should a number of positions concurrently become available for recall, the number of most senior laid off employees equal to the number of positions available for recall shall be offered recall. Each of the recalled employees shall indicate his/her preference for each of the available positions on a form provided by the District. Employees shall be placed in available positions in seniority order based upon their individual preferences.

4. Laid off employees who are recalled shall have all previously accrued seniority and benefits reinstated. Employees who worked half a school year or more in the school year in which the layoff occurred shall be advanced to the next step on the wage schedule.
5. An employee who bumps another employee based on the criteria set forth in section A paragraph 7 of this article retains the right to be recalled to the original job title for a period of twenty-seven (27) months. Recall rights are not lost if the employee accepts a temporary position or a position with less pay and/or less hours.
6. An employee who has received notice of recall as described in Section B(2) of this Article and who refuses recall to a position within the same benefit category from which he/she was laid off shall be removed from the recall list and shall have no further right to recall.
7. No new employee shall be hired into a job title while any others in that job title remains on layoff unless all employees eligible for recall have refused recall or have been recalled to a position with the district.

C. Dispute Resolution over Layoff/Recall. Disputes over the interpretation of any provision of this Article may be grieved, beginning with Level Two of the Grievance Procedure. Every effort shall be made to expedite grievances involving this Article.

D. Seniority List. The District shall maintain an up-to-date seniority list of all classified employees. The seniority list shall include the employees first day of employment and his/her current job classification(s). The seniority list will be made available to the Union upon request within twenty (20) District business days.

ARTICLE 10 - LEAVES

A. Paid Leaves

1. Sick Leave: In accordance with [ORS 332.507](#) each employee will be granted one day of sick leave per month employed with full pay. Employees shall be granted their yearly sick leave allotment on their first contract day. Sick leave may also be used for family illness and any other reason set forth in the Oregon Sick Time Law. “Family” shall include those individuals defined in the Family and Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). However, should the employee leave the employment of the district prior to the completion of the work year, the employee shall only be entitled to a prorated share of the full year sick leave days and any excess already granted shall be subtracted from the employee’s accumulation, or, if already spent, reimbursed to the District. An employee may transfer into the District up to seventy-five (75) days sick leave accumulated in another Oregon school district. Sick leave shall be accumulated in an unlimited amount. Part-time employees will be given sick leave days on a pro rata basis.
2. Bereavement Leave: Up to five (5) days with pay will be allowed for each death in the family. In accordance with Oregon law, employees may use an additional five (5) days of their sick leave or unpaid leave for bereavement leave for a total of ten (10) days. “Family” shall be defined as spouse, child, grandchild, grandparents, stepparents, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, or any resident member of the employee’s household. One (1) day of leave shall be granted in the event of the death of an employee’s friend or family member not listed above.
3. Emergency Leave: One (1) day will be allowed for emergencies. An emergency shall be defined as an unanticipated event that cannot be dealt with outside the employee’s regular work hours. Employees may not use emergency leave until all personal leave is exhausted.
4. Legal Leave:
 - a. Leave shall be granted to employees for appearances in any legal proceeding connected with the employee’s employment or with the school system or for jury duty unless the employee is a litigant against the District.
 - b. Fees paid to employees for jury service shall be forwarded to the District. Any expense money paid by the court shall be retained by the employee.
 - c. Appearance before a court, legislative committee, or other judicial body as a witness in response to a subpoena shall be granted. Fees paid for such service shall be retained by the District. Any expense money paid to the employee shall be retained by the employee.
 - d. Personal leave or vacation leave may be used where the employee is involved in personal litigation. If the employee has exhausted personal leave and vacation, the leave will be without pay.

5. Temporary Military Leave: Paid and unpaid military leave shall be provided as required by state law.
6. Personal Leave: Three (3) days of personal leave per year will be granted provided arrangements have been made with the Administration at least one (1) working day prior to the request for leave, except in the case of emergencies. Twelve (12) month employees shall be granted one (1) additional day of personal leave. Personal leave may not be taken for the purpose of recreation, or to pursue outside employment. Twelve (12) month employees may use their personal leave for the day after Thanksgiving, MLK Day and President's day. Twelve (12) month employees who use their personal leave for any of these holidays shall request the leave at least two (2) weeks prior to the holiday. Employees shall not be required to give a reason for the use of personal leave other than that it is for personal business. Personal leave must be used in three (3) hour or larger increments on student contact days only. However, personal leave may be used in any time increments on non-student contact days.
7. Childbirth Leave: At the birth of an employee's child, one (1) day of paid leave will be allowed for that employee.
8. Involuntary Absence Due to Quarantine or Other Health Emergency: If directed by the local public health authority (LPHA) to quarantine, due to a workplace exposure, as affirmed by the LPHA, an employee will be placed on paid administrative leave. At such time as a bargaining unit member is diagnosed as having the disease that resulted in quarantine, due to an exposure that was previously identified by the LPHA to have likely taken place in the workplace, leave will be applied based upon appropriate Workers' Compensation rules. Should an OSEA bargaining unit member become ill from an unidentified exposure, accrued sick leave shall be used during related absences.
9. Days Not Charged: When employees are absent due to injury or illness incurred in the course of employees' employment with the District, the District shall pay employees the difference between their regular salary and the benefits received under the Worker's Compensation Act; this difference shall be subtracted from employees' sick leave by translating dollars into hours of sick leave at employees' regular rates of pay. If sick leave is exhausted, no payment will be made by the District. Employees may choose not to have such time charged against sick leave and, therefore, shall not receive additional payment from the District.

B. Sick Leave Bank

1. The purpose of the sick leave bank is to provide classified employees additional sick leave days to help cover the time loss required when all available paid leave has been exhausted should they experience an illness or injury that results in an extended absence from work.

A "qualifying illness or injury" shall be one that results in extended in-patient medical care or which qualifies an employee for coverage under the Oregon Family Medical Leave Act or Federal Medical Leave Act for their own serious health condition and requires more than two (2) weeks of consecutive sick leave.

2. Qualification: All classified employees who donate one sick day to and are a current enrollee in the Sick Leave Bank are qualified to access the Sick Leave Bank.
3. Membership: Open enrollment for the Sick Leave Bank will be held each year on or before October 31st. Employees who are not currently enrolled in the Sick Leave Bank may join by donating one (1) day or up to two (2) days of their accrued sick leave during open enrollment. Newly hired employees may choose to join the Sick Leave Bank at the time of their hire or during open enrollment the following year.

Contributions to the Sick Leave Bank are irrevocable. Only members of the bargaining unit who have contributed days to the bank may apply for days from the bank. The value of the donated days will be equal to the number of hours that the employee accrues each month for sick leave, both upon contribution and upon withdrawal, pursuant to this Article. Should the Sick Leave Bank become exhausted, additional days will not be added until the next annual open enrollment. All days left in the bank at the end of the fiscal year shall be carried over to the next year.
4. Sick Leave Bank Committee: A joint Sick Leave Bank committee will be comprised of one representative from the District and three members from the Union.
5. The joint Sick Leave Bank committee will notify the employee and the union of a granted or denied request. Sick Leave Bank members will not be eligible to withdraw from the bank if they are receiving Workers' Compensation or they have a claim pending for time loss benefits or if they are receiving long-term disability or PERS disability payments.
6. A classified employee who meets the requirements described above, may be granted up to a maximum of thirty (30) days from the Sick Leave Bank.
7. Use of the Sick Leave Bank: Qualified members (B. 2) who wish to use the Sick Leave Bank must submit an application to the Sick Leave Bank Committee including a release authorizing the District to provide medical information to the committee. Applicants must submit a written statement from a physician or other health care provider certifying an illness or injury which prevents the employee from performing job duties. The committee may request from the district information on time-loss benefits or long-term disability received by the employee, if applicable.
8. Notification: After reviewing the employee's application, the Sick Leave Bank Committee will notify the applicant and the District Human Resources Department of the committee's decision and the number of days that will be granted to the employee. The decision of the committee shall be final and not subject to appeal or grievance.
9. The Human Resources Department will process the grant as approved by the committee.
10. Records: The District shall maintain accurate records of the available leave, the awarded leave, and the remaining balance and will provide an annual report to the Sick Leave Bank Committee following the conclusion of the open enrollment period.

C. Unpaid Leaves

1. An employee may, upon request, be granted parental leave of absence without pay, for up to one (1) year in duration, during a period of pregnancy of the employee and/or during the first year after the birth or adoption of a child. If the employee will remain on leave for the duration of the school year, advance notice of intent to return for the next school year must be provided to the District by April 15. Such notification may be waived in case of emergency.
2. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may, at the discretion of the Board, be granted a leave of absence without pay for the duration of such illness or disability. The employee may be required to present doctor's verification of ability to return to work. If unable to provide such verification, the employee may be terminated.
3. When an employee receives permission in advance to be absent from work for reasons other than illness, work connected meetings or conferences, or emergency or personal leave, one (1) day's pay per day of absence at the employee's rate of pay shall be deducted from the employee's pay for that pay period.
4. FMLA/OFLA leaves shall be granted in accordance with the provisions of those Acts.
5. Employees on extended unpaid leave may continue insurance coverage at their own expense, consistent with COBRA (see Article 18 (F))

D. Leave Balance Information

1. In Aesop (or its successor), the district will provide information by leave type that includes: Beginning Hours (Balance), Hours Used, Hours Added (Accrued), Adjustments, Remaining Hours (Balance). Every accrual and deduction shall be dated.
2. The monthly pay remittance leave information is for Hours Used in the previous month. The pay remittance is available online or in a paper form for employees receiving a paycheck. The District will provide employees assistance in accessing this information.
3. The most current leave information is available through the online absence management/substitute arrangement application. The District will provide employees assistance in accessing this information.

ARTICLE 11 - SCHOOL CLOSURES

- A. When students are not required to attend school, either in-person or via comprehensive distance learning (CDL), because of inclement weather or any other emergency or catastrophic event, employees shall not be expected to attend work unless otherwise notified by the District. Any employee time lost due to such closure will result in no loss of pay.
- B. By September 15 of each year, The District shall identify those twelve (12) month employees who are expected to report to work when in-person student attendance is not required because of inclement weather or other emergency or catastrophic event.

Twelve (12) month employees who are expected to report to work in person on such days shall be paid at time and a half (1.5 times their regular rate of pay).

Twelve (12) month employees who are not expected to report to work in person and who work remotely as approved or requested in writing by their supervisor shall receive their regular rate of pay.

Twelve (12) month employees who are not expected to report to work in person and who are not approved or requested by their supervisor to work remotely, or who cannot report to work, due to inclement weather or other emergency or catastrophic event will have such absences charged against accumulated paid leave days (vacation, personal, emergency) or accrued compensatory time, or taken without pay, at the direction of the employee.

Twelve (12) month employees who are expected to report to work in person, as required, and who are sent home by the district shall be paid a minimum of four (4) hours. Employees who have worked more than four (4) hours shall be paid for their entire shift.

- C. The District may require employees to make up any contract days missed because of such circumstances, after consultation with the Union.

ARTICLE 12 - DUES AND PAYROLL DEDUCTIONS

- A. Upon appropriate written request from the employee, the District shall deduct from the employee's salary and make appropriate remittance for:
1. Employee premiums for insurance benefits.
 2. Previously established tax sheltered annuity programs.
 3. Credit unions.
 4. Union dues.
 5. Additional plans/programs approved by the Board, including, but not limited to, an "IRS Section 125" plan.
- B. Dues Deductions. The District agrees to make monthly payroll deductions for state and chapter Union dues.

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 with the Union by the employee in writing.

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

- C. Pay Periods.
1. Employees who do not work enough hours to qualify for insurance benefits may elect to be paid in either ten (10) or twelve (12) equal monthly paychecks. Said option is to be exercised in writing before June 30 of each school year for the year following or as soon as practicable with new hires. Employees who fail to exercise a choice will be paid in twelve (12) equal paychecks except for those paid in varying amounts each month. Should an employee's hours increase to the level that qualifies the employee for insurance benefits, that employee's pay shall be in twelve (12) equal paychecks beginning in the school year succeeding the increase in hours. All other employees shall be paid in twelve (12) equal monthly paychecks.
 2. Paychecks will be issued on or before the twentieth (20th) day of each month. A schedule of actual pay dates will be published each year no later than June 30th for the following year.

For the month of June, those employees with their last contract day being the same as the last student day will receive two (2) paychecks on their last contract day and one (1) paycheck on the twentieth (20th) of June or the published pay date.

For the month of June, those employees with their last contract day being the same as the last student day that have indicated they want ten (10) equal payments for the year, not twelve (12), will receive one (1) paycheck on the twentieth (20th) of June or the published pay date.

For the month of June, those employees with their last contract day being after the last student day will receive any outstanding paycheck(s) on the twentieth (20th) of June or the published pay date.

3. Paycheck Information. All information required by Oregon Law shall be available online or in paper form for employees receiving a paycheck. In addition, leave balances shall be available according to Article 10 C.
4. Paycheck Corrections. Underpayment or overpayment of five percent (5%) or more shall be adjusted within ten (10) days of notification. Errors of less than five percent (5%) shall be corrected on the paycheck following receipt of notice.

ARTICLE 13 - EXPENSE REIMBURSEMENT

- A. Classified employees who are required or authorized to use their own vehicles in the performance of District-related activities shall be reimbursed for all such travel at the current IRS Rate, or be provided the use of a District vehicle. The District shall pay any additional insurance costs required by the District, incurred by the employee, resulting from the use of the employee's vehicle. Employees have the right to refuse to allow the use of their personal vehicle for the District's benefit.
- B. Any claim for reimbursement shall conform to time deadlines specified by District policy DLC-AR. In the event of a change in District policy, ten (10) calendar days' notice will be given. Expense receipts will be submitted by employees to their supervisor. If approved, the supervisor will submit the amount to the Business Office. The employee will be paid as soon as practicable by the Business Office.
- C. The District shall provide full pay and benefits for employees taking District-required classes/courses. The District shall also pay all tuition and other fees related to such classes/courses. Employees shall report time spent in such classes/courses in their regular manner. In the event District-required classes/courses require time to be spent beyond the normal eight (8) hour workday, such time shall be paid at the overtime rate plus any required mileage.
- D. The District believes in providing learning opportunities for bargaining unit members. As such, the District shall establish a fund that members of the Union may draw upon to complete classes/course work/workshop training that is approved by the District.
 - 1. The District will establish a fund of \$6,250 each year for learning opportunities under this Section.
 - 2. The reimbursement shall be approved and arranged for at least five (5) working days in advance of the date tuitions and other fees are due, in writing by the employee's supervisor or his/her designee. Priority will be given to classes/workshops that meet the goals of the individual school building or District.
 - 3. Reimbursement will be made upon completion of the class or workshop by presenting a passing grade report or certificate of successful completion.
 - 4. No employee may be reimbursed for more than one thousand dollars (\$1000) from the fund in any year.
 - 5. Early Payment of Tuition.
 - a. Upon request of the member and with evidence of amount paid and completion of appropriate forms, a check will be made payable to the individual for amount of tuition, subject to the limits of this Article.
 - b. Payment under this provision shall be made to the member no later than three (3) weeks after submission of the required paperwork to the Human Resources Office.

- c. If after receiving early payment of tuition the member is unable to provide evidence of successful completion of the course (grade card, transcript or web grade), the District shall provide a grace period of 30-45 days after the estimated end of the class. During this period the District shall send one (1) reminder notice to the member. If no evidence is provided at the end of the grace period, then repayment to the District will be in the form of a payroll deduction.
- d. The District and the Association agree to cooperate in efforts to recoup prepaid tuition dollars where there is no evidence of successful course completion.

ARTICLE 14 - SAVINGS CLAUSE

Should any provision of this Agreement, or any application thereof, be invalid by virtue of any federal law or state law, such specific portion of this Agreement shall remain in effect to the extent permitted by the terms of the law or order, but in all other respects the provisions of this Agreement shall continue 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.

ARTICLE 15 - STRIKES AND LOCKOUTS

- A. The Union agrees that during the term of this Agreement the Union and bargaining unit members will not participate in a strike, work stoppage or any type of slowdown against the District.
- B. The District agrees that during the term of this Agreement the District or its agents will not cause or engage in any lockout of employees.

ARTICLE 16 - EMPLOYEE EVALUATION

- A. Each classified staff member shall be evaluated at least once annually.
- B. Those transferred to new positions shall be evaluated by the end of the first six (6) months in the position.
- C. The evaluation shall be completed on jointly-developed forms by the District and Union.
- D. The evaluation shall be signed by the supervisor and the employee, with copies provided to the employee and placed in the personnel file of the employee. The employee shall be allowed to place any written comments in his/her file concerning such evaluation and shall be allowed a conference with the supervisor, if requested.
- E. All employees will be informed of the criteria and procedures to be used in the evaluation program prior to any observations.
- F. Evaluations shall be performed by a supervisor who is familiar with the employee's job duties, responsibilities and job performance and be completed prior to the end of an employee's work year.

ARTICLE 17 - HOLIDAYS AND VACATIONS

A. Holidays.

1. The following days shall be considered paid holidays:

New Year's Day

Memorial Day

July 4 (Independence Day) (twelve-month employees only)

Labor Day

Veterans Day

Thanksgiving Day

Christmas Day

Day before Christmas unless it falls on a school attendance day in which case it will be the day after Christmas

Day before New Year's Day

2. Employees who are required to work on a holiday listed above shall be compensated at the rate of one and one-half (1½) times their regular hourly rate for all such hours worked in addition to their regular holiday pay. If the employee and supervisor agree, such additional compensation may be provided in the form of compensatory time instead. Any compensatory time arrangement made will be subject to applicable federal and state laws.
3. Employees will be paid the number of hours they are scheduled to work for the weekday on which the holiday occurs.

B. Vacations.

1. All employees regularly scheduled to work a twelve (12) month work year shall be entitled to vacation with pay in accordance with the following schedule:

<u>Years of Employment</u>	<u>Vacation Time</u>
6 months through 1 year	5 days
1 year through 5 years	10 days
6 years through 9 years	15 days
10 years or more	20 days

The annual vacation entitlement shall be granted July 1 of each year and prorated, as needed, based on the employee's anniversary date within that year.

The parties agree that in some circumstances it is appropriate for vacation time to be taken during the school year. All vacation time shall be scheduled with the approval of the employee's immediate supervisor. Any employee (or, in the event of the employee's death the employee's beneficiary) who is laid off, retired, or terminated from the service of the District for any reason shall be compensated for all unused vacation time accumulated at the time of separation, prorated from the previous July 1.

2. Vacation time may be accumulated into the next fiscal year only with the written approval of the superintendent. The employee shall be required to use the accumulated vacation time by December 31st. Employees are encouraged to take all vacation time in the same fiscal year it is earned. If a holiday(s) occurs during a vacation period, that employee shall not be charged for a vacation(s) day(s).
3. All employees receiving a vacation benefit during the period of this contract will continue to receive this benefit as long as they are employed by the District, barring a voluntary transfer from a twelve (12) month position to a less than twelve (12) month position.
4. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on each day of the employee's vacation.

ARTICLE 18 – INSURANCE

A. Dollar Cap.

1. Effective October 1, 2021, the District will contribute (\$1372.00) one thousand three hundred-seventy-two dollars per month for each full-time unit member towards family medical, dental, vision care and life insurance (2% increase over 2020-2021).
2. Effective October 1, 2022, the District will contribute (\$1406.00) one thousand four hundred and six dollars per month for each full-time unit member towards family medical, dental, vision care and life insurance (2.5% increase over 2021-2022).
3. The District and the Association agree to reopen Article 18 - Insurance in 2023 in conjunction with Article 20 – Wages for the 2023-2024 work year.
4. Insurance Pool. The amount of the District contribution will be considered as a pooled amount so that monies not spent by one person may be spent by another. The dollar cap will be the maximum contribution by the District. The Union shall direct disbursements from the Insurance Pool, with the stipulation that payroll deadlines are met.

B. Contribution Formula. For insurance purposes, full-time employment shall mean six (6) or more hours per day. Employees less than full-time shall receive prorated District contributions based on the following:

Hours: 6 or more	Full Benefit Contribution
4 to 6	½ District Contribution
less than 4	No District Contribution

The parties agree that, should the Board elect to consider a four-day student week, it may reopen the provisions of Article 18 Section C only under the sole circumstances that the District's Reserve (combination of Contingency Fund and Unappropriated Ending Fund Balance) in the adopted budget for the next year is less than eight percent (8%) of the total adopted general fund revenues. Bargaining will be pursuant to ORS 243.698.

C. Selection of Plans. Additions/deletions in carriers and changes in benefit levels shall be made by a committee including one non-voting representative of the District and the remainder selected by the Union from those plans offered by OEBC. The Union must provide the District with notice of any changes in carriers or benefit levels by five (5) working days prior to the deadline set by OEBC for those changes to be effective during that year. Individual employee selection of insurance plans shall be completed in time to meet the District's September payroll cutoff dates. Information about these payroll cutoff dates will be made available to employees on or before the beginning of the open enrollment period. The District will continue all current insurance programs until new programs are approved.

- D. Maintenance of Benefits. The District's insurance program shall provide twelve (12) continuous months of coverage from October 1 to September 30 each year for all unit members completing their work years. The member's benefit shall cease the last day of the month an employee terminates if termination occurs prior to the end of the employee's work year. Employees who are hired as temporary or limited duration employees and who work for less than a full work year shall have their benefit cease the last day of the final month of their employment with the District.

- E. Leaves. Employees on extended unpaid leave may continue insurance coverage at their own expense, consistent with COBRA.

- F. Retirees. When employees retire, the District will allow them to purchase District insurance until age sixty-five (65) in accordance with the rules and regulations of the insurance plans provided by OEBC or its successor.

- G. Insurance Task Force. The District and the Union agree to participate jointly in an insurance review task force at the request of either party. Such task force may include any other District employee group upon mutual agreement.

ARTICLE 19 - EMPLOYEE WORKING CONDITIONS

- A. Work Day. The work day for employees covered by this Agreement shall be exclusive of a duty-free lunch period. Employees may not adjust their assigned work hours without prior approval from their supervisor. Classified employees shall be provided a copy of the District adopted calendar along with notification of their first day of work on the employee's last day of work in the previous school year. Classified employees shall be provided with an annual work calendar that indicates every work day and all holidays for that employee one month prior to the employee's first day of work. All instructional assistants shall be provided with two (2) full work days for training and other administratively assigned tasks prior to the beginning of the school year and prior to reporting for a new assignment if the employee has not previously worked as an instructional assistant.
- B. Administration of Medication.
1. All administration of medicines to students shall be in strict conformance with School Board Policy.
 2. No employee shall be requested or required to administer medication or any medical treatment unless provided with written instructions and appropriate training.
- C. Job Openings, Notifications.
1. The District will post job opening notices on the District website. Such a job opening notice must be posted for five (5) calendar days and will have a closing date of not less than five (5) calendar days from the date of notice. The job postings for classified employee positions, as recognized in Article 2 B, will specify number of hours and / or number of days for each position posted. This shall not be construed as a guarantee of any level of employment.
 2. By the time the District advertises a position as open at any time during the year, a notice will also be communicated to members electronically.
- D. Vacancies and Transfers.
1. Bargaining unit employees shall be eligible to apply for any vacancy in the bargaining unit that becomes available subject to Section E below. Employees may also apply for vacant confidential positions which will be posted by the District as well as any supervisory positions which are posted by the District. Positions which are outside the bargaining unit are not subject to the conditions contained in this Agreement. Qualified current employees shall be granted an interview.
 2. In the event an employee is not selected, the District, upon employee request, shall furnish the employee with written reason(s) for the denial. The reasons given the employee shall be specific and directly related to the employee's interview responses/behavior and/or the skills and qualifications for the position for which the employee applied (e.g., a simple statement that the reason an employee was not hired was because someone else was hired shall not be considered to comply with this

provision). This Section (D.2.) may not be the basis of a grievance, nor may it be used as evidence in any grievance alleging a violation of another provision of this Agreement.

- E. Transfers. Employees who have completed their initial probationary period may initiate a request for transfer to another position. Such request shall include the specific position(s) desired.
- F. Involuntary Transfer. When an employee is being transferred, notice will be given to the employee as soon as reasonably possible, but not less than five (5) work days prior to the transfer unless circumstances exist which prevent that advance notice. The employee may request to discuss the reasons for the transfer with their supervisor.
- G. Call Back. When employees are called back to work at a time other than their regular shift, they shall be paid at one and one-half (1½) times their regular hourly rate for hours more than eight (8) in one (1) day or more than forty (40) in one (1) week and shall receive a minimum of two (2) hours of pay. If an employee is able to respond remotely, without having to travel to a district location, they shall receive a minimum of one (1) hour of pay.
- H. Health and Safety.

In accordance with state and federal health and safety laws, including OAR 839-004-0001 through 839-004-0021, employees shall not be required to work under unsafe or hazardous conditions to perform tasks which endanger their health, safety, or well-being. Any unsafe or hazardous condition will be reported to the immediate supervisor. The supervisor will either 1) assign the employee to another work place, 2) allow the employee to leave work, or 3) judge the work place to be safe and require the employee to return to work. The employee may appeal the supervisor's decision to the Superintendent. If an employee is allowed to leave work due to unsafe or hazardous conditions, it will be with no loss of pay.

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 110. The District shall notify the OSEA Chapter 110 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.

In situations in which a classified employee is required to independently supervise a student on an education plan (i.e. IEP, BIP, 504) as part of their regular assignment, the District shall make every reasonable effort to provide them with strategies to support the student, as defined in the student's plan.

The District may provide the following when deemed appropriate (list is not all-inclusive and is based on individual student and staff needs):

1. Training on de-escalation, deflection and restraint/seclusion when a student's behaviors warrant and the school team determines necessary
2. Training of employees who work with students who have a history of presenting safety issues
3. Training by special needs nurse for delegated health services
4. Training of employees on proper lifting techniques

5. Lifting equipment (back supporter, mechanical lift) when the student's size warrants
6. Safety equipment (such as bite guards, spit guards, protective gloves)

A member of the bargaining unit whose personal property is damaged as a result of a physical altercation with a student in the course of their duties, may submit a claim for restitution or repair costs. Determinations as to the amount of restitution or repair will be determined on a case-by-case basis by the administration.

Upon request, the District will take input from the Union regarding the training needs and concerns of members related to health and safety.

I. Job Descriptions. Each employee shall be provided an accurate, up-to-date job description for the position the employee is filling. The Union shall be provided copies of all current job descriptions as well as any modifications of job descriptions. When the District provides the Union with a modified job description, the District will also communicate the potential need to bargain the impact of the proposed changes on the wages and benefits for the position. Bargaining between the District and the Union over changes in wages and benefits during the term of the contract will be subject to the provisions of ORS 243.698. This provision shall not prevent the District from taking the position that a specific change in a job description has not triggered an obligation under the law to bargain with the union.

J. Temporary Assignment.

1. Members of the bargaining unit, temporarily assigned by the district to assume all or some of the duties of a higher classification, shall be entitled to a rate of pay one step above the employee's normal rate of pay. If the assignment is to a lower classification, then the member's higher rate will prevail. Emergency, short-term assignments of not more than two (2) days will be exempt from this provision.
2. Part-time bargaining unit members who apply for and accept positions as a classified substitute for vacationing or absent employees shall be paid at the District-approved substitute rate of pay.

K. Notice of Assignment. The District shall notify the employees by the last student day of each year what they project as their assignment for the following year. Such notice may be included with a letter of intent concerning job renewal.

L. Overtime/Compensatory Time.

1. Employees shall be paid at one and one-half (1½) times their normal rate of pay for all hours worked in excess of forty (40) in a week.
2. All hours in which an employee is in paid status with the District shall be counted as time worked for the purpose of calculating overtime pay.
3. Employees may not work hours in excess of forty (40) in a work week unless prior express approval is received from the employee's direct supervising administrator.

However, should an employee work over forty (40) hours in a work week without prior approval, that employee must be compensated for the overtime worked but may be subject to disciplinary action.

4. At the District's discretion, employees who work overtime hours will be granted compensatory time off in lieu of overtime pay. Such compensatory time will be granted at a rate of one and one-half (1½) times the amount of overtime worked.

Compensatory time, when earned, shall be recorded by the employee and approved by their supervisor using the District's compensatory time off form and shall be recorded in the District leave system (Aesop or its successor) when it is taken. Compensatory time off may be taken only after receiving approval for each instance of compensatory time use from the employee's direct supervising administrator. When employees change positions, all accrued compensatory time in the current position shall either be taken or paid at the employee's current hourly rate of pay prior to the transfer. At the end of the fiscal year, upon presentation of the District's compensatory time off form, signed by the employee and approved by the supervising administrator, any accumulated unused compensatory time will be reimbursed by the District at the employee's current hourly rate of pay.

Flextime: 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 workweek. If employees are unable to take the scheduled time off, the extra time will be recorded as extra hours or as compensatory time.

M. Toileting/Diapering Protocol.

An operating procedure will be communicated at each school of the District that establishes a standard of the presence of two (2) adults when assisting a student in toileting/diaper change. This operating procedure will be followed at all times except in an emergency situation when no other adult is available; and, such emergency situations will be documented in the school office.

N. Remote Work.

Employees who are required to work remotely shall be provided with the hardware (phone, computer, printer, etc.), and software to perform their duties, according to the standards and expectations of the District. If the employee does not have internet services and/or cell phone services, they will be provided.

ARTICLE 20 – WAGES

- A. Work Hours. Any reduction of minimum hours worked by an individual employee within a classification will be done in accordance with Article 9 – Layoff and Recall.
- B. Change of Grade.
1. Voluntary. Any employee who voluntarily transfers to a new position with a higher pay grade shall be placed on a step within the pay grade which yields at least an increase of five percent (5%) from his/her old wage or Step 1, whichever is more. Any employee who voluntarily transfers to a position with a lower pay grade shall be placed on Step 4 of the pay grade (the highest placement for a new employee). Once placed on the pay grade the employee will, if he/she works a minimum of half the scheduled work days for that position, move to the next highest step, if there is one, the following year.
 2. Involuntary. Any employee who involuntarily transfers to a new position in a higher pay grade shall be placed on a step within the pay grade which will be equal to a minimum five percent (5%) increase from his/her old wage or Step 1, whichever is more. Any employee who is involuntarily transferred to a position with a lower pay grade shall be placed on the step at the pay grade which will be closest to, but no greater than, their previous wage. However, no employee shall suffer a greater than three percent (3%) decrease in wage as a result of such a transfer. If the hourly wage in the new position exceeds the closest step, then the wage will be frozen until the step equals or exceeds the frozen wage.
- C. Wage Schedule.
- 2021-2022:** The 2021-2022 wage schedule (Appendix A) is hereby attached and made a part of this Agreement and shall increase three percent (3%) above the 2020-2021 wage schedule for those positions in Pay Grades 5 through 13 that are not changing pay grades.
- 2022-2023:** The 2022-2023 wage schedule (Appendix B) is hereby attached and made part of this Agreement, and shall increase three percent (3%) above the 2021-2022 wage schedule.
- 2023-2024:** The District and the Association agree to reopen Article 20 - Wages in 2023 in conjunction with Article 18 – Insurance for the 2023-2024 work year following the District’s engagement of an independent contractor (at the district’s expense) to complete a compensation review by April 30, 2023. The District and the Union shall meet prior to November 30, 2022 to agree upon the parameters of the study.
- D. Every year on July 1st, step increases shall be granted for those eligible, provided that the employee works, or is scheduled to work at least half of the scheduled work days for that position. Additionally, employees eligible for longevity differentials (as indicated in Article 20 I.) shall receive their longevity differential upon eligibility.
- E. New Employees. Should the District determine to place a new employee at higher than the fourth (4th) step (column) upon initial hire, the District shall communicate its action and the reasons for the action to the Union.
- F. PERS Payments. The District shall take the necessary action to allow the employee’s portion of Public Employee Retirement System payments to be made with pre-tax dollars with the

understanding that, should all or any portion of such payments be deemed to be taxable, individuals are liable for such taxes, including penalties, if any.

G. Employees serving on committees required by law or District policy (i.e. Safety Committee, Site Council, etc.) will be paid at their regular hourly rate of meeting taking place outside their regular work hours. Employees assigned after their regular work day to perform translator duties shall be paid for that time at their current step on the Translator pay scale.

H. Employee requests for higher pay grade

1. In the event an employee believes that the preponderance of the duties he/she is performing on a permanent basis are more properly the duties of a job description with a pay grade higher than the one to which he/she is assigned, the employee may submit a written request to (a) the President of Chapter 110 or (b) District's personnel administrator or (c) both the Union and the District to discuss changes in duties or responsibilities level in their position. If the employee contacts the District, the District shall promptly notify the President of Chapter 110. The request shall state the employee's current job description and pay grade, the job description and pay grade in which the employee believes he/she should be more properly placed, and a description of the kinds of higher-level duties performed and the percentage of time spent doing them.
2. Upon receipt of a request for movement to a higher job description and pay grade, the Superintendent or his/her designee shall conduct an audit of the employee's duties and undertake any other reasonable investigation pursuant to the employee's request in order to determine the job description and pay grade in which the employee should be most properly placed. The Union and District shall address the concern at Labor-Management meetings. If, in fact, the employee is more properly classified in a higher pay grade because of actual duties performed, the District may:
 - a. Immediately remove the duties that would place the employee in the higher pay grade; or
 - b. Modify the employee job description according to the provisions set forth in Article 19. I. of this agreement.
3. In the event the employee's request is approved, the rate of pay shall be on the higher pay grade and as indicated in Section B (2) of this Article. The effective date of the job description and pay grade adjustment and any increase in wage shall be the date the employee's request was granted, which shall also constitute the employee's new pay grade and job description seniority date.

I. Longevity

In addition to an employee's regular wage, employees who have completed 11, 15, and 20 years of service to the district shall receive the following longevity increases added to their wage.

After completing 11 years:	\$0.20
After completing 15 years:	\$0.35
After completing 20 years:	\$0.50

ARTICLE 21 - CONTRACTING OUT

- A. In the event the District intends to consider contracting out bargaining unit jobs, the District shall give notice of its intent to the Union prior to issuing a Request for Proposals (RFP). The District shall include in such notice the amount of savings sought or anticipated, expectations for meeting quality standards, and any other pertinent information.
- B. The Union shall then have thirty (30) days to consider the District's contracting out proposal and to issue a response prior to issuance of the RFP. The Union shall have an opportunity, if it so desires, to meet with the Board to discuss its views regarding the proposed contracting out or to advocate for alternatives to that action. Following that presentation by the Union, or thirty (30) days from the notice described in Section A if no response is received from the Union, an RFP may be issued.
- C. Should an RFP be issued, it shall require potential contractors to include information as to the wages and benefits paid to employees.
- D. The District recognizes its responsibility to enter into expedited bargaining with the Union concerning the impact of contracting out on mandatory subjects of bargaining prior to final acceptance of a bid or proposal.

ARTICLE 22 – LABOR/MANAGEMENT COMMITTEE

- A. The District and the Union shall form a joint Labor/Management Committee (LMC) as a mechanism for dialogue between the parties and as a vehicle to discuss issues of mutual concern to the parties. The parties may in turn create additional subcommittees underneath the auspices of the LMC as the parties may deem appropriate. All subcommittee activity must relate to the subcommittee's assigned topic.
- B. The LMC shall be composed of six (6) members with three (3) members appointed by the Union and three (3) members appointed by the District. The OSEA Field Representative may also attend. Permanent or temporary membership on the LMC may be expanded by mutual agreement of the Union and the District. Guests shall be permitted to appear at the request of either party to provide relevant information.
- C. The LMC shall meet at least once each month, unless mutually agreed otherwise. If LMC meetings are scheduled during work hours, committee members shall be in pay status during time spent in committee meetings. Time spent in meetings shall neither be charged to leave nor considered to be overtime worked. Bargaining unit members serving on the LMC shall coordinate any necessary coverage of regular duties with their immediate supervisor; however, attendance at committee meetings may not be denied except in emergency.
- D. The parties agree that the LMC shall be on a meet-and-confer basis only. The LMC shall not be construed as having the authority or entitlement to negotiate collective bargaining contract language, or to contravene any provision of the collective bargaining agreement, or to enter into any agreements binding on the parties to the collective bargaining agreement, or to resolve issues or disputes surrounding the implementation of the Collective Bargaining Agreement.
- E. Committee recommendations which may require a negotiated Memorandum of Understanding shall not be implemented until the Memorandum has been signed by the District's and the Union's respective designees. Any recommendation which requires an amendment of the Collective Bargaining Agreement must be approved of by the District's Board of Directors and by the Union through its internal ratification processes.
- F. At the conclusion of each fiscal year, the parties shall review the concept of the LMC and whether it should be modified, continued, or discontinued.
- G. At the request of either party, LMC meetings may be discontinued during bargaining a full successor agreement. LMC meetings will resume, once the successor CBA has been ratified by both parties.

ARTICLE 23 – Re-Employment of Retired Employees

Classified employees who choose to retire under the PERS guidelines during the school year may be rehired to finish the current school year under the following conditions.

- A. Sixty (60) calendar days' notice of intent to retire and interest in completing the current contract year is required.
- B. Classified employees will be notified if they will be rehired within thirty (30) days after their application for retirement. They may withdraw that application within ten (10) days of said notification.
- C. If selected for rehire, a bargaining unit member may continue to work as an employee at the current salary for a period not to exceed the current school year.
- D. The employee will be granted holiday pay for the holidays scheduled on the current school calendar.
- E. Personal/Emergency Leave Days: Available if the employee has not already used them.
- F. Sick Leave Days: One (1) day per month for illness is available to the employee.
- G. Employees will be considered part of the OSEA Chapter 110 bargaining unit. Membership status will continue through the end of the current school calendar unless they submit a withdrawal in writing to the association.

ARTICLE 24 - DURATION OF AGREEMENT

This Collective Bargaining Agreement between the Oregon School Employees Association on behalf of OSEA Chapter 110 and the Molalla River School District shall be from July 1, 2021 through June 30, 2024 unless otherwise noted in the Agreement. This Agreement shall be effective upon ratification by the parties.

FOR THE UNION:

11.19.21

Date:



Jennifer James
PRESIDENT OSEA Chapter 110

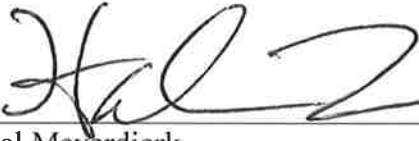
FOR THE DISTRICT:

11/19/2021

Date:



Mark Lucht
BOARD CHAIR



Hal Meyerdierk
FIELD REPRESENTATIVE



Tony Mann
SUPERINTENDENT

Appendix A

2021-2022										
Job Descriptions	Pay Grade	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Health Assistant, Home School Facilitator, Migrant Recruiter	1	Pay rates to be negotiated should staff be hired into these job descriptions during the life of this agreement.								
HS Receptionist, Clerical Assistant, Food Service Clerical	2	Pay rates to be negotiated should staff be hired into these job descriptions during the life of this agreement.								
Custodian, Laundry, Vocational Training Driver, Career Center Coordinator, In-School Suspension, Student Management, Safety and Supervision Instructional Assistant	3	14.40	14.98	15.58	16.20	16.85	17.52	18.22	18.95	19.71
Supported Education and Title Instructional Assistant, Library Assistant, Computer Lab Assistant, Special Education Driver, COSIE Room Assistant	4	14.65	15.24	15.85	16.48	17.14	17.82	18.54	19.28	20.05
Attendance Sec, HS Athletic Sec, HS Bookkeeper, Vice Prin. Sec, Counseling Sec, MS Records Sec Night Custodian	5	14.92	15.52	16.14	16.79	17.46	18.16	18.88	19.63	20.42
Campus Monitor	6	15.64	16.25	16.90	17.58	18.28	19.01	19.78	20.57	21.39
Lead Custodian, Admin Assistant I	7	16.40	17.06	17.74	18.45	19.19	19.95	20.75	21.59	22.44
Head Custodian, Head Secretary, Accounts Payable, Specialist Dist Test, Grounds, Warehouse, Admin Asst II, HS Registrar	8	17.27	17.96	18.68	19.43	20.21	21.01	21.86	22.73	23.64
Driver Ed Instr., Student Attendance Support, Homeless Children's Liaison, Interpreter/Translator, Family Facilitator	9	18.11	18.83	19.58	20.36	21.18	22.03	22.91	23.82	24.78
Maintenance, Computer Technician, Tech & Learning Coordinator	10	19.00	19.77	20.55	21.37	22.23	23.11	24.04	25.01	26.01
Occupational Therapy Asst, Network Admin, Youth Transition Coord, Speech Language Asst	11	20.89	21.72	22.60	23.49	24.44	25.42	26.43	27.49	28.59
Technology Coordinator, Maintenance Lead, SPED Office Manager	12	22.58	23.48	24.42	25.40	26.42	27.47	28.57	29.72	30.90
Accountant, Drug & Alcohol Counselor	13	24.35	25.32	26.34	27.39	28.48	29.62	30.81	32.04	33.32

Effective July 1, 2021 Minimum Wage = \$12.75/Hour

In addition to an employee's regular wage, employees having completed 11, 15 and 20 years of service to the district shall receive:

**After completing
11 years: \$0.20/hour**

**After completing
15 years: \$0.35/hour**

**After completing
20 years: \$0.50/hour**

Appendix B

2022-2023										
Job Descriptions	Pay Grade	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Heath Assistant, Home School Facilitator, Migrant Recruiter	1	Pay rates to be negotiated should staff be hired into these job descriptions during the life of this agreement.								
HS Receptionist, Clerical Assistant, Food Service Clerical	2	Pay rates to be negotiated should staff be hired into these job descriptions during the life of this agreement.								
Custodian, Laundry, Vocational Training Driver, Career Center Coordinator, In-School Suspension, Student Management, Safety and Supervision Instructional Assistant	3	14.83	15.43	16.04	16.68	17.35	18.05	18.77	19.52	20.30
Supported Education and Title Instructional Assistant, Library Assistant, Computer Lab Assistant, Special Education Driver, COSIE Room Assistant	4	15.09	15.69	16.32	16.97	17.65	18.36	19.09	19.86	20.65
Attendance Sec, HS Athletic Sec, HS Bookkeeper, Vice Prin. Sec, Counseling Sec, MS Records Sec Night Custodian	5	15.37	15.99	16.62	17.29	17.98	18.70	19.45	20.22	21.04
Campus Monitor	6	16.10	16.74	17.41	18.11	18.83	19.58	20.37	21.19	22.03
Lead Custodian, Admin Assistant I	7	16.89	17.57	18.27	19.00	19.76	20.55	21.38	22.24	23.12
Head Custodian, Head Secretary, Accounts Payable, Specialist Dist Test, Grounds, Warehouse, Admin Asst II, HS Registrar	8	17.79	18.50	19.24	20.01	20.81	21.64	22.51	23.41	24.35
Driver Ed Instr, Student Attend Support, Homeless Children's Liaison, Interpreter/Translator	9	18.65	19.39	20.17	20.97	21.81	22.69	23.59	24.54	25.53
Maintenance, Computer Technician, Tech & Learning Coordinator	10	19.57	20.36	21.16	22.01	22.89	23.81	24.76	25.76	26.79
Occupational Therapy Asst, Network Admin, Youth Transition Coord, Speech Language Asst	11	21.52	22.37	23.28	24.20	25.18	26.18	27.22	28.32	29.45
Technology Coordinator, Maintenance Lead, SPED Office Manager,	12	23.25	24.19	25.15	26.16	27.21	28.29	29.43	30.61	31.83
Accountant, Drug & Alcohol Counselor	13	25.08	26.08	27.13	28.21	29.33	30.51	31.73	33.00	34.32

Effective July 1, 2022 Minimum Wage = \$13.50/Hour

In addition to an employee's regular wage, employees having completed 11, 15 and 20 years of service to the district shall receive:

**After completing
11 years: \$0.20/hour**

**After completing
15 years: \$0.35/hour**

**After completing
20 years: \$0.50/hour**