

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMITY SCHOOL DISTRICT 4-J

AND

OREGON SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 144



July 1, 2024 – June 30, 2027

ARTICLE 1 - RECOGNITION	6
Section 1. Contract.....	6
Section 2. Definitions.....	6
Section 3. Agreements	6
ARTICLE 2 - GENERAL PROVISIONS	7
Section 1. Separability	7
Section 2. Term of Agreement.....	7
Section 3. Entire Agreement.....	7
Section 4. Waiver.....	7
Section 5. Union	7
ARTICLE 3 - MANAGEMENT RIGHTS.....	8
ARTICLE 4 - FUNDING.....	9
Section 1. Availability of Funds.....	9
Section 2. School Closure	9
ARTICLE 5 - UNION RIGHTS	10
Section 1. Bulletin Boards	10
Section 2. Personal information	10
Section 3. Reasonable Assurance	10
Section 4. Union Time	10
Section 5. Union Representatives	11
A. Designated Union Representatives	11
B. Access to Employees.....	12
C. Right to Use District Facilities and Equipment.....	13
D. Right to Receive New Hire Information.....	13
E. Release Time.....	13
ARTICLE 6 - NO STRIKE/NO LOCKOUT	16
Section 1.....	16
Section 2.....	16
Section 3.....	16
ARTICLE 7 – UNION DUES.....	17
Section 1. Dues.....	17
Section 2. Dues Deducted	17
Section 3. Provision.....	17
ARTICLE 8 - GRIEVANCE PROCEDURE	18
Section 1. Definitions.....	18

Section 2. General Procedures	18
Section 3. Levels of Grievance.....	19
ARTICLE 9 - LAYOFF AND RECALL.....	22
Section 1. Layoff	22
Section 2. Recall	23
Section 3. Grievances Concerning Layoff Procedures:	24
ARTICLE 10 – LEAVE.....	25
Section 1. Paid Leaves.....	25
A. Sick Leave	25
B. Sick Leave Bank (SLB)	25
C. Personal Leave	26
D. Bereavement Leave	26
E. Jury Duty Leave.....	26
F. Witness/Appearence Leave	27
Section 2. Unpaid Leaves.....	27
A. Family and Medical Leave Act (FMLA)	27
B. Paid Leave Oregon (PLO).....	27
Section 3. Other Leaves	28
A. Professional Leave.....	28
ARTICLE 11 - WORKING CONDITIONS	29
Section 1. Rest Period	29
Section 2. Meal Period	29
Section 3. Work Schedules	29
Section 4. Work Week	29
Section 5. Inclement Weather Closure.....	29
Section 6. Paraprofessional Educators.....	29
A. Condition of employment.....	29
Section 7. Reclassification	30
ARTICLE 12 – PROBATIONARY PERIOD AND VACANCIES	31
Section 1. Initial Probationary Period	31
Section 2. Probation on Transfer	31
Section 3. Vacancies.....	31
Section 4. Posting	31
Section 5. Application.....	32
ARTICLE 13 - DISCIPLINE AND DISCHARGE.....	33

Section 1. Just Cause	33
Section 2. Discipline	33
Section 3. Promotional Probation	33
Section 4. Union representative.....	33
ARTICLE 14 - VACATION	34
Section 1. Full-time employees.....	34
ARTICLE 15 – HOLIDAYS	35
Section 1. Paid holidays.....	35
Section 2. Full Time	35
Section 3. Additional Paid Holidays	35
ARTICLE 16 - EMPLOYEE REIMBURSEMENT	36
Section 1. Approval	36
Section 2. Travel	36
Section 3. Meals.....	36
Section 4. Lodging.....	36
Section 5. Improvement of Skills	36
ARTICLE 17 - INSURANCE BENEFITS.....	37
Section 1. Medical and Dental Insurance	37
Section 2. Payroll Deduction.....	38
Section 3. Sole Obligation.....	38
Section 4. Annual Insurance Contract Year	38
Section 5. Insurance Coverage.....	38
Section 6. Policy Holder.....	38
Section 7. Unilateral Changes	38
Section 8. Intent	38
Section 9. Committee.....	38
Section 10. Hiatus Period	38
ARTICLE 18 - EMPLOYEE COMPENSATION	39
Section 1. Salary Schedule.....	39
Section 2. Index	39
Section 3. PERS.....	39
Section 4. Steps.....	39
Section 5. Salary Range.....	40
Section 6. Employee Involuntarily Transferred.....	40
Section 7. Placement.....	40

Section 8. Working out of Classification.....	40
Section 9. Resignations.....	41
Section 10. Overtime.....	41
A. Generally.....	41
B. Compensatory Time.....	41
Section 12. Call Back.....	42
Section 13. Longevity	42
Section 14. In Service/End of school year	42
Section 15. Secretary 3	42
ARTICLE 19 - TRANSPORTATION PERSONNEL	43
Section 1. Bus Drivers	43
Section 2. Activity Buses	43
Section 3. District Buses	43
Section 4. Oregon School Bus Drivers License	43
Section 5. Benefits Afforded	43
Section 6. Random Test	43
Section 7. Medical Examinations.....	43
Section 8. Reimbursement	44
WAGE SCALE – APPENDIX A-1	45
WAGE SCALE – APPENDIX A-2	46
WAGE SCALE – APPENDIX A-3	47
PREAMBLE – PARTIES TO THE AGREEMENT	48

ARTICLE 1 - RECOGNITION

Section 1. Contract: This contract is between the Oregon School Employees Association (OSEA) on behalf of OSEA Amity Chapter 144, herein referred to as the "Union" or "OSEA" and Amity School District 4-J, herein referred to as the "Board", "Employer" or "District". The District recognizes the Union as the exclusive representative of the bargaining unit which contains all classified employees of Amity School District 4-J. Excluded from the bargaining unit are licensed teachers, confidential and supervisory employees as defined in ORS 243.650 and substitute or temporary employees. Also excluded are work experience students and those individuals who are hired as a result of contracted services.

Section 2. Definitions:

- A.** Substitute Employee: A person who replaces a regular employee absent from work because of sick leave, vacation leave, workers' compensation injury or other authorized absence.
- B.** Temporary Employee: A person hired in a temporary or limited term position. A temporary employee shall become a regular employee if continuously employed in the same job as a temporary employee for two (2) years; a 1:1 aide shall be granted regular status if continuously employed in the same job for three (3) years. This excludes positions funded by grant money.
 - If a temporary employee becomes a regular employee in the same job title through the manner stated above without a break in employment, the seniority date shall be designated as the original temporary hire date.

Section 3. Agreements: The employer shall not enter into any agreements regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the bargaining unit for collective bargaining purposes.

ARTICLE 2 - GENERAL PROVISIONS

Section 1. Separability. In accordance with ORS 243.702, in the event any words or sections of the collective bargaining agreement (CBA) are declared to be invalid by any court of competent jurisdiction, ruling of the Employment Relations Board (ERB), statute or constitutional amendment, or the inability of the employer or the employees to perform to the terms of the Agreement, then upon request of either party the invalid words or sections of the CBA shall be reopened for negotiation. The remainder of the contract's provisions shall not be affected.

Section 2. Term of Agreement. This Agreement shall be effective as of July 1, 2024, and shall remain in full force and effect until its expiration on June 30, 2027. The District and Union shall meet to bargain a successor agreement pursuant to ORS 243.712.

Section 3. Entire Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all obligations of and restrictions imposed upon the District and the Union. The Agreement is subject to amendment, alterations, or additions only by a subsequent written agreement between and executed by the District and the Union. A waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.

Section 4. Waiver. The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other may not be obligated to bargain collectively with respect to any subject or matter that was bargained over during the negotiations leading up to this Agreement.

Section 5. Union. The Board agrees the Union has a right to demand to bargain over changes in mandatory subjects of bargaining occurring during the term of the CBA. The parties agree to use ORS 243.698.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- A.** The executive management and administrative control of the school system and its properties and facilities.
- B.** The hiring of all employees and, subject to the provision of the law and this Agreement, to determine their qualifications and the conditions for their continued employment or their dismissal, promotion or transfer.
- C.** The District maintains the right to subcontract with other individuals or agencies to provide services to the District provided there will be no subcontracting of current bargaining unit work which would result in a reduction of the normal hours of work of current employees. This in no way prevents the District from reassigning job responsibilities of employees. The use of volunteers to provide bargaining unit service is not subcontracting.
- D.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices shall be limited only by specific terms of this Agreement and only to the extent that such specific terms are in conformance with the Constitution and laws of the State of Oregon.
- E.** The Board retains all functions and rights to act not specifically nullified by this Agreement.
- F.** The District retains the right to use volunteers where possible to assist in both educational and extracurricular activities as long as it doesn't reduce or replace existing classified hours.

ARTICLE 4 - FUNDING

Section 1. Availability of Funds: The parties acknowledge that revenue to fund the compensation and benefits provided by this Agreement depends upon availability of funds from state and local revenue sources.

Section 2. School Closure: This Agreement does not guarantee any level of employment. Additionally, if the District closes one (1) or more schools for any reason, no affected member of the bargaining unit shall be entitled to any of the monetary benefits provided in this Agreement while the schools are closed. At the option of the employer, classified salary agreements may be modified to reflect such closure, including any holidays, conference, professional or inservice days occurring during such closure.

ARTICLE 5 - UNION RIGHTS

Section 1. Bulletin Boards: The District agrees to allow the Union space for its bulletin boards in the faculty rooms for communication with employees.

Section 2. Personal information: Personal information regarding Union members shall not be released by the District unless requested in writing by the employee, Union, State Department of Education, District insurance carrier or as required by law. Personal information as referred to in this Section is identified as the Social Security number, home address and home phone.

Section 3. Reasonable Assurance: Union members shall be given a notice of reasonable assurance of continued employment by the District in accordance with the provision of ORS 332.554

Section 4. Union Time:

- A. Paid Work Time to Perform Certain Union Activities.** The District shall allow designated Union representatives to engage in the following activities at the District's facilities, without loss of compensation or benefits:
1. Investigate and process grievances and other workplace-related complaints.
 2. Attend investigatory meetings, hearings, and other due process proceedings.
 3. Participate in or prepare for proceedings that arise from a dispute involving the CBA, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board.
 4. Engage in collective bargaining.
 5. Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations.
 6. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of 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).
 7. Testify in a legal proceeding in which the designated Union representative has been subpoenaed as a witness.

Section 5. Union Representatives:

A. Designated Union Representatives:

1. Each September the Union shall, upon request, provide a list of all designated Union representatives to the District. If there are changes to this list during the school year, the union will notify the District.
2. For purposes of this Article, designated representatives shall include chapter executive board officers and building representatives. 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.
3. There may be circumstances in which a designated representative needs an accommodation to their job duties/schedule or coverage from other staff members in order to complete these activities during work hours. Designated representatives who require such accommodations or coverage shall provide their immediate supervisor with written notice of the need to perform the activities listed above at least two (2) workdays prior to the time at which the activities will be performed. 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. It will be the supervisor's obligation to ensure proper job accommodation or coverage is provided.
4. If, after receiving notice of the need to perform the activities listed above, the District establishes it does cause an 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.
5. The District shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during straight-time paid work hours.
6. The District may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities listed above.

B. Access to Employees:

1. Employee Orientations. At employee orientations, the District shall provide the Union with no less than thirty (30) minutes and up to one hundred twenty (120) minutes to make a presentation to all bargaining unit employees. The Union 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 Union's presentation.
2. When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the Union shall be permitted to participate in the following meetings with newly hired bargaining unit employees without loss in compensation or benefits to the newly hired employee or designated representative(s) attending the meeting:
 - a. To meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours. 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.
 - b. If the District has an individual orientation program for newly hired employees, the Union shall have thirty (30) minutes at the end of the District presentation to review Union information with the newly hired employee.
 - c. If the District has group orientation meetings for newly hired employees, the Union shall be allowed one (1) hour at the end of the meeting to review Union information with the new employees.
3. When a bargaining unit employee is hired and there is no formal employee orientation, the Union shall be permitted to meet with the new employee for no more than ten (10) minutes at the time that the new employee is completing new hire paperwork at the Human Resources Department or other agreed location. The purpose of this meeting is to allow the Union to meet the new employee and to schedule the thirty (30) minute paid meeting to go over Union information, as described in 2 above. This time should be scheduled as much as possible to not disrupt the District's operations (i.e., during meal periods, before or after school on paid time)
4. The Union shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace related matters without loss of compensation or benefits to any employee, including any designated representative attending the meeting so long as it does not disrupt District operations and is on paid time.
5. All bargaining unit employees who are not members of the Union shall, once per school year upon request to a designated Union representative and notification to

their supervisor, be permitted to meet with a designated representative during regular work hours without loss of compensation or benefits to any employee for thirty (30) minutes, so long as it does not disrupt district operations and is on paid time.

C. Right to Use District Facilities and Equipment:

1. The Union shall have the right to use the District's facilities to conduct Union meetings, so long as it does not interfere with District or building events and complies with the District's facility use policy and procedures.
2. The District's electronic mail system can be used by the Union for Union related communications including:
 - a. Collective bargaining
 - b. Grievance or other dispute investigations
 - c. Governance of the Union.

D. Right to Receive New Hire Information:

1. The District shall provide the chapter president and OSEA's Director of Fiscal Operations (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 including:
 1. Cellular, home and work telephone numbers.
 2. Personal and work email addresses.
 3. Home or personal mailing address; and
 - c. Employment information including the employee's job title, salary, worksite location and step placement.
2. 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 all employees in the bargaining unit who are not newly hired.

E. Release Time:

1. The District shall provide a reasonable term of release time to designated representatives (as defined in Article 5) without loss of compensation or benefits to serve as designated representatives of the Union, to attend labor-related conferences, trainings and events, or to participate in labor-related activities that are not otherwise compensated under Article 4.

2. A written request for release time shall be made by the Union to the District's Human Resources Director at least fourteen (14) calendar days prior to the start of the release time, if the duration of the release time is one (1) day or more and seven (7) calendar days prior to the start of the release time if the duration of the release time is less than one (1) day. The written request shall include: (a) the name of the employee who will be taking release time; (b) the date on which the release time will commence; and (c) the anticipated duration of the release time.
3. The Union shall reimburse the District for any compensation that is paid to the designated representative and, if necessary, required to replace an employee on release time. Compensation paid under this subsection includes any contributions made toward any employee benefit, including benefits under ORS Chapter 238A.
 - a. To receive reimbursement, the District shall provide the Union with an invoice that includes the name of the employee on release time, along with payroll documentation showing the District's costs due to the employee being on release time. The Union shall remit reimbursement to the District within thirty (30) calendar days from receipt of the invoice.
4. When an employee's release time has terminated, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, pay, benefits, or classification.
5. The parties may mutually agree to extend an employee's period of release time.
6. An employee taking release time pursuant to this Article shall continue to receive all wages and benefits provided by the CBA, as well as full retirement credit for the entire duration of the release time, as long as the employee on release time continues to meet any retirement contribution obligations pursuant to ORS chapter 238.
7. Any release time authorized under this section shall be in addition to any vacation leave, sick leave or any other form of paid or unpaid leave that is available by law or provided by the CBA.
8. Either the Union or the employee on authorized release time may terminate a period of release time at any time and for any reason.
9. The District's Human Resources Director shall make a written decision approving or denying the request for release time within seven (7) calendar days from receipt of the request for release time.
10. The District may deny a request for release time only upon a showing that the requested release time can cause an undue burden on District operations and that such a burden cannot be avoided or mitigated by reasonable measures. If the District denies a request for release time, the District shall provide a written

explanation of the undue burden that the request for release time will have on District operations and why the burden cannot be avoided or mitigated.

- a. The Union may file a grievance over the District's denial of a request for release time pursuant to the grievance procedure. Such a grievance will be filed at the appropriate level of the grievance procedure.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

Section 1. The Union and members of the bargaining unit will not strike or conduct work stoppage during the life of the contract. The Union recognizes and agrees that disciplinary action, including discharge may be taken by the District, at its discretion, against any employee or employees engaged in a violation of the provisions of this Article.

Section 2. In the event of an illegal strike or other prohibited work action in any form, as herein above set forth either on the basis of individual choice or collective employee conduct, the Union will make every effort, including public appeals to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to such work action or by whether such subject matter is or is not subject to the grievance procedure set forth in this Agreement.

Section 3. Classified employees shall not be locked out or suffer any loss of pay or benefits as a result of labor disputes arising between the District and any other group of employees as long as school is in session and provided that said employees are in compliance with the terms of this Agreement. Classified employees may be laid off in the event of lack of work occasioned by a labor dispute with the teacher group.

ARTICLE 7 – UNION DUES

Section 1. Dues: The District upon written request of a Union member agrees to deduct from the wages of said Union member the specified dues of the Union. Authorization shall be in writing by each employee on the form provided by the Union to the District.

Section 2. Dues Deducted: The District agrees to transmit the dues deducted with a check-off list to the State Office of OSEA by the fifteenth (15) of the month following payroll deductions.

Section 3. Provision: The Union agrees to hold the District harmless and will pay to defend the District against any and all claims, suits, orders, judgments or other complaints filed against the District as a result of the provisions of this Article.

ARTICLE 8 - GRIEVANCE PROCEDURE

The Board of Directors of Amity School District 4-J and OSEA recognize the need to provide for the orderly resolution of any grievance. Any bargaining unit member shall have access to the grievance procedures.

Section 1. Definitions:

- A.** "Grievance" is a claim by an employee that there has been a violation of any provisions of this Agreement.
- B.** "Grievant" is the person who has the grievance and is presenting the complaint.
- C.** "Party in interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
- D.** "Representative" is the one who may speak for and/or advise a party in interest.
- E.** "Immediate Supervisor" is the one who has direct administrative or supervisory responsibility over the grievant in the area of grievance as determined by the District.
- F.** "Days" when used in this Article shall, except where otherwise indicated, mean the days the District is open for business.

Section 2. General Procedures:

- A.** These procedures should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits contained herein can be extended by written mutual consent of the parties involved at any level of the procedure.
- B.** All parties should attempt to complete the procedure by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period.
- C.** Every reasonable effort should be made to resolve differences through informal activities before formal procedures are used.
- D.** Written records of formal activities between parties will be made by the District and copies made available to all parties involved.

- E. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures. No grievance may proceed beyond Level Three without the specific approval of the Union.
- F. Each grievance shall have to be initiated within fifteen (15) days after the occurrence of the cause of the complaint; however, if the aggrieved could not have reasonably become aware of the occurrence until a later date, then they must initiate action within fifteen (15) days following their first knowledge of the cause. In failing to initiate this action, they may be considered to have no reasonable grievance.
- G. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure by the District to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- H. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in the school will contact the supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.
- I. There shall be no interruption of classroom and/or any other school sponsored activities as a result of the investigation of a grievance.
- J. Every reasonable effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- K. All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties.
- L. All documents, communications and records of a grievance will be filed in the District office separate from personnel files. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the District to take action, subject, however, to the final decision regarding the grievance.

Section 3. Levels of Grievance:

INFORMAL LEVEL

Before the grievance is handled on a formal basis, the grievant will discuss the grievance with their supervisor either individually or accompanied by a representative, with the objective of resolving the matter informally. If the grievant is not satisfied with the disposition of the grievance within ten (10) days, they may proceed through the

various levels of grievance. By mutual agreement of both the Union and the District, the parties may agree to proceed to any level of the grievance process that is applicable.

LEVEL ONE – PRINCIPAL

- a) The grievant may file a written grievance with the principal. The written grievance shall include the date the grievance is to have occurred, a synopsis of the facts giving rise to the alleged grievance, specific provisions of the contract which have allegedly been violated and the requested remedy. It shall also include a statement of why the grievant considers the decision rendered during the informal discussions as unacceptable. The principal shall communicate their decision in writing within five (5) days to the grievant.
- b) Within ten (10) days of the receipt of the decision rendered by the principal, or if no written decision has been rendered within the required time, the grievant if not satisfied with the decision of the principal may appeal in writing to the Superintendent.

LEVEL TWO – SUPERINTENDENT

- a) Appeals to the Superintendent shall be heard within fifteen (15) days of receipt of the appeal. Written notice of the time and place of the hearing shall be given ten (10) days prior thereto to the grievant and any other persons officially involved in the grievance.
- b) Attendance at the hearing of the appeal shall be restricted to parties in interest and their representatives. Parties in interest may elect to call witnesses who shall appear individually at the hearing.
- c) At the hearing before the Superintendent, the Superintendent will afford the grievant and grievant's representative the full opportunity to present any arguments and information deemed relevant to the grievance.
- d) Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the grievant and the grievant's representative their written decision, which shall include supporting reasons.
- e) If the grievant is not satisfied with the decision of the Superintendent, or if no written decision has been rendered within the required time, they may file a written appeal with the Superintendent within ten (10) days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level Three - School Board.

LEVEL THREE - SCHOOL BOARD

- a) Within ten (10) days of the receipt of the appeal, the School Board will notify all parties in interest and their representatives of a hearing to be held within thirty

(30) days of the receipt of the appeal. The School Board shall hear arguments of the Superintendent and the grievant in executive session unless the grievant requests a public hearing. This provision is subject to the public meetings law.

- b) At the hearing before the School Board, the School Board will afford the grievant and grievant's representative the full opportunity to present any arguments and information deemed relevant to the grievance. Within ten (10) days following the hearing, the School Board shall render a decision in writing to all parties in interest and their representatives.
- c) If the grievant is not satisfied with the decision of the School Board, or if no written decision has been rendered within the required time, they may submit written notice to the Union within ten (10) days from the receipt of the Board's decision stating their desire to appeal the grievance to Level Four - Employment Relations Board (ERB).

LEVEL FOUR - EMPLOYMENT RELATIONS BOARD

After receipt of the request from the aggrieved party, if the Union so determines, it may submit the grievance to the ERB within twenty (20) days of the School Board's decision.

ARTICLE 9 - LAYOFF AND RECALL

Section 1. Layoff:

- A.** Layoff shall be defined as the elimination of a classified employee position or a reduction of two (2) or more hours of an employee's daily work schedule or any reduction which results in the employee's loss of eligibility to participate in the insurance program as defined in Article 17 of this Agreement. A layoff does not occur and this provision does not apply if an employee voluntarily requests a reduction of hours.
- B.** The District will determine when layoffs are necessary and which positions will be affected. When the District determines a layoff is necessary, it will discuss the matter at a regular or special meeting of the Board and will consider such factors and alternatives it deems necessary to arrive at a decision. The notice shall be in writing and will include the specific positions affected, the proposed time frames of the layoff and the reasons for the proposed action. The notice will be sent to the affected employee(s) with a copy to the Union. The Union shall be provided the opportunity to comment on any proposed layoff and to present any alternatives to layoffs in writing or at the Board meeting prior to the Board's final action.
 - 1. Nothing in this article is intended to interfere with the right of the District to discharge a classified employee in a manner consistent with Article 13 of this Agreement.
- C.** In the event the District, in its discretion, determines that a layoff is necessary, the District will first identify positions within classifications to be eliminated or reduced.
 - 1. After such a determination, the District will make a reasonable effort to transfer employees to other vacant positions for which they are qualified as determined by the District.
 - 2. When a layoff is determined to be necessary, the District shall notify the Union and the affected employee(s) at least thirty (30) days in advance of the layoff.
- D.** Layoffs will be conducted based on seniority unless the District determines a less senior employee has greater skills and abilities in the classification or possesses a specialized skill or that loss of the employee would have a negative impact on student learning. In such cases, the District shall have the burden of proof for such action.
- E.** Laid-off employees shall not receive any salary, benefits, or accrue District seniority while laid off; however, the affected employee(s) may, pursuant to applicable law and/or with carrier approval, continue to participate in the District's Benefit Plan at their own expense. However, health benefits will continue in accordance with

District practice based on the employee's last day of employment (e.g., District has already processed payroll and next month's contribution has been made.

- F.** Seniority shall mean continuous service in the District as a regular employee since the first day of actual paid service. Seniority shall continue to accrue during paid leaves. The first day of actual paid service to the District does not include extra-duty positions or time paid as a substitute.
 - 1. Seniority shall not accrue during unpaid leaves of absence in excess of thirty (30) days, but authorized unpaid leaves of absence shall not be considered to break continuity of employment. Unpaid leaves of thirty (30) days or less will be treated the same as paid leaves and only unpaid leaves in excess of thirty (30) days will be subtracted from the accumulation of seniority. In case two (2) or more employees have the same date of employment with the District, the tie shall be broken by a drawing of lots by the OSEA chapter president or their designee and the Superintendent or their designee.
- G.** For purposes of this Article, "classification" shall be defined as each distinct job title as noted in the Salary Schedule appended to this Agreement.

Section 2. Recall:

- A.** An employee who was laid off shall have the right of recall thereunder for twenty-seven (27) months after the last date of layoff by the District. Any employee not recalled within twenty-seven (27) months of layoff will be deemed to have resigned from District employment. If a vacancy occurs within the District for which a laid off employee is qualified, the recall procedure outlined in this section will be followed. For the purposes of this section, a vacancy does not exist until current bargaining unit members have an opportunity to apply for an internal transfer. Internal transfer requests will be considered prior to implementation of the recall procedures.
- B.** Whenever the District determines that a vacancy exists within a classification which has experienced a layoff (within the last twenty-seven (27) months), laid off employees from that classification will be recalled in reverse order of layoff (i.e., employees with greater seniority shall normally be recalled first). However, the District may recall employees out of reverse order of layoff if the District wishes to recall a less senior employee on the basis of that employee's special skills, abilities, or qualifications. In such cases, the District shall have the burden of proof for such action.
- C.** At the time of layoff, the District shall make a list of laid off employees in seniority order to return to the District. The District shall also confirm the employee's address, phone number and personal email for recall notification. A copy of this list will be provided to the chapter president. In the event of a recall, the District shall notify the employee in seniority order by certified mail, return receipt, sent to the last address given by the employee to the District Office. The employee will have fifteen (15) calendar days from the date of mailing to notify the District of intent to return. The employee must hereafter report on the starting date specified by the

District providing that this will not be less than fourteen (14) days from the date the notice of recall was received or lose all recall rights. It is the responsibility of the employee to keep the District office informed of any changes in the employee's mailing address. An employee may at any time notify the District to inform them they do not wish to return and will be taken off the list at that time. That notification will be forwarded to the chapter president.

- D.** In the event that an employee on the recall list within a classification does not respond to the recall notice within the given timelines, the next employee on the recall list within that classification will be notified of the vacancy list. If no one from the recall list accepts the recall, the vacancy will be posted.
- E.** Any classified employee who has been laid off by the District and is still eligible for recall may apply for any classified vacancy without the loss of recall rights to the original position. If hired into a new position, the employee has the responsibility to notify the District of their desire to be recalled for the original position when a vacancy occurs within that classification.
- F.** Unused accumulated sick leave and seniority accrued prior to layoff will be restored to the employee upon the employee's recall to active employment. The employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's District experience. Employee benefits, including longevity credit for steps, do not accrue during the time of layoff. Laid off employees who are hired into another classification while in layoff status shall be paid the hourly rate for that classification.
- G.** Employees covered by this article will have the option to continue insurance programs at their own expense subject to applicable laws and/or the rules, regulations and approval of the insurance carrier. However, health benefits will continue in accordance with the District practice based on the employee's last day of employment (e.g., District has already processed payroll and next month's contribution has been made).
- H.** Any employee who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. An employee who does not accept recall to a position that does not pay at least eighty-five percent (85%) of the employee's pre-layoff salary shall not be deemed to have refused recall and shall continue to have recall rights pursuant to this Article. Personal leave and vacation will be prorated based on the employee's work calendar and if any leave is remaining it shall be paid out.

Section 3. Grievances Concerning Layoff Procedures:

An appeal from a decision on layoff or recall under this section may be made direct to level three of the Grievance Procedure. Such an appeal will be based only on whether or not the District followed the agreed upon procedure, not on the decision to conduct a reduction in force and a subsequent layoff.

ARTICLE 10 – LEAVE

Section 1. Paid Leaves:

A. Sick Leave: In accordance with ORS 332.507, ten (10) days of sick leave will be granted to each full-time employee for each school year or one (1) day for each month employed, whichever is greater. Employees working less than full time shall receive sick leave on a pro-rated basis. Sick leave may be used by the employee for the employee's illness, injury, or other medical matters. The District shall follow all provisions of state law as it pertains to sick leave (ORS 187.010, ORS 336.010).

B. Sick Leave Bank (SLB):

1. The purpose of the SLB shall be to extend to those members additional sick leave days should an illness or injury cause a member to exhaust accumulated sick leave and personal days. Sick leave from the bank will only be granted to a member of the bank for their own personal illness or injury. Family illness or injury will not be covered by the SLB.
2. At the beginning of each school year, any classified employee with at least one (1) full year of employment with the District, may join the SLB by contributing eight (8) hours of sick leave. A SLB member initially donates eight (8) hours to the bank. They have the option of continuing membership each year thereafter without further contributions unless the number of hours falls below four (4) hours per member of the bank. If this occurs, an equal number of hours from each member shall be taken from their sick leave to bring the bank to an established minimum of eight (8) hours per member. Such contributions are irrevocable. Only members of the bank may apply for days from the bank.
3. Upon depleting personal sick leave and all personal leave days a member, not drawing Workers' Compensation, may request and will be granted up to five (5) days from the bank. The committee shall grant the request if (1.) District records show that the member has exhausted all sick leave and all personal days, (2.) the member is a contributing member to the SLB, and (3.) The member is not drawing Workers' Compensation. Upon depletion of the five (5) days, if more days are needed, the member may submit a request in a timely manner for up to ten (10) additional days from the bank. Leave from the SLB will be awarded in ten (10) day increments. A governing committee composed of the OSEA Amity Chapter 144 officers will act immediately on the request. Approval will require an agreement among this committee.
4. If the request is approved, the committee shall notify the District office and resulting days will be charged to the bank until the member returns to work or has used the approved number of days from the bank. A member may request approval of up to thirty-five (35) days each school year from the SLB. In cases of extreme illness or injury, the governing committee may immediately award the

additional thirty (30) days in one increment. In a given school year, no member will be awarded more than thirty-five (35) days from the SLB. Once the thirty-five (35) days from the SLB have been exhausted, additional days of absence will be taken as unpaid leave.

C. Personal Leave:

1. Two (2) days, based on scheduled calendar workdays, of Personal Leave with pay will be allowed (non-accumulative) for the following reasons: to take care of legal matters, illness of a family member or to transact business which cannot be transacted any other time. Additionally, under special circumstances the Superintendent may authorize personal leave for other reasons. Notice to the staff member's building principal for Personal Leave shall be made at least twenty-four (24) hours before taking such leave, except in cases of emergency. An employee shall not be required to give a reason for the personal leave request except if such leave precedes or follows a holiday, vacation, or break. The employee is certifying that Personal Leave is being taken in accordance with this paragraph. Employees working one-half ($\frac{1}{2}$) time or more, but less than full time, shall receive personal leave on a prorated basis according to F.T.E. Employees working less than one-half ($\frac{1}{2}$) time are not entitled to Personal Leave.
2. Up to two (2) days' pay at the established rate* will be paid to any staff member for any Personal Leave Day(s) not used during a contract year. This amount shall be included in the staff member's last salary check for the year.
3. Established Rate:
 - One unused day 50 % of the employee's daily pay rate
 - Two unused days 75 % of the employee's daily pay rate
4. Personal Leave must be used in half or full day increments.

D. Bereavement Leave: Upon the death of an immediate family member, the staff member shall be entitled to three (3) days of bereavement leave per occurrence. Immediate family includes spouse, children (including step, foster, and adopted), parents, grandparents, grandchildren, brother, sister, brother-in-law or sister-in-law, mother-in-law or father-in-law, stepmother or stepfather, stepbrother, or stepsister. A maximum of one (1) day per year of the three (3) days shall be available for use as bereavement leave for relationships other than those listed.

E. Jury Duty Leave: An employee shall be granted leave with pay for service upon a jury provided, however, that the compensation paid to such employee for the period of leave shall be reduced by the amount of compensation received by the employee for such jury duty, excepting that amount received for expenses, and upon being excused from jury service during any day, an employee shall immediately return to complete their assignment for the remainder of their workday if there is more than half their scheduled day left to work. They shall not report to work if the District has hired a

substitute. No classified employee shall be required to work a combination of jury duty leave hours and working hours within any given day that exceeds the length of their normal work shift.

F. Witness/Appearence Leave:

1. Whenever an employee is subpoenaed as a witness, they shall be excused for such appearance and upon being excused from such appearance, they shall immediately return to complete their assignment for the remainder of the regular workday if there is more than half of their scheduled day left to work. They shall not need to report to work if the District has engaged a substitute to fill in for the employee while they are serving as a witness, the employee may then go home once they are released by the court.
2. Witness/Appearence Leave will not be paid if the employee or OSEA is a complainant against the District. Witness/Appearence Leave also will not be paid when the employee is a plaintiff or defendant, except when the appearance is employment related. Compensation paid to such an employee shall be reduced by an equal amount to any compensation the employee received as witness fees excepting that amount received for expenses.

Section 2. Unpaid Leaves:

A. Family and Medical Leave Act (FMLA):

1. The District acknowledges its obligations under both Federal and State laws. Both parties agree that Federal and State laws supersede contract language and **are** not grievable. The only exception to unpaid FMLA is that required by Federal or State law.

B. Paid Leave Oregon (PLO):

1. The District acknowledges its obligation under PLO.
2. The employee must follow all procedures required by the District and State. Upon request via the District's PLO Notice for Paid Leave Oregon form, an employee may use their own accrued leaves to ensure they maintain their regular paycheck amount pending the Employment Department's processing of their PFMLI benefits. Employees must provide to the district documentation of PFMLI benefits received or authorized immediately upon receipt from the program provider to allow for coordination of benefits and prorated leave pay.

Section 3. Other Leaves:

A. Professional Leave:

1. Leave with or without pay may be granted by the District for attending conferences or for other purposes related to the employee's assignments, when prior approval is received from the Superintendent or designee.
2. If attendance is required by the District, it shall be with full pay and reimbursement for expenses approved by the Superintendent or designee in accordance with the provisions of this Agreement. If attendance is on non-contract time and the employee desires to attend a conference (not required by the District) the employee will not be paid their hourly salary to attend the professional development activity. Reimbursable expenses approved by the Superintendent, or designee may still be reimbursed by the District.

ARTICLE 11 - WORKING CONDITIONS

Section 1. Rest Period: Classified employees working four (4) hours or more shall receive a fifteen (15) minute rest period without loss of pay for each four (4) hours worked. This rest period shall be scheduled as near as possible to the midpoint of the four (4) hour blocks of time according to administrative scheduling.

Section 2. Meal Period: Classified employees will be allowed a thirty (30) minute unpaid meal period if it falls within their scheduled employment time for employees working six (6) hours or more. In the event that an employee is required to work eleven (11) hours or more in a day, the District shall provide an additional thirty (30) minute meal period. If there are two (2) or more persons involved, they will relieve each other. If only one (1) person is involved, an additional thirty (30) minutes' pay will be awarded beyond their actual time worked if unable to take the meal period. This additional time must be claimed in the current pay period.

Section 3. Work Schedules: The administrative staff shall determine the days of the week and hours of the day an employee is to work for the District.

Section 4. Work Week: The work week shall be defined as seven (7) consecutive days beginning on Sunday at 12:01 a.m.

Section 5. Inclement Weather Closure: Employee attendance shall not be required when students are excused because of inclement weather or in other cases of school closure as determined by the Superintendent. However, during inclement weather it may be necessary for custodial/maintenance staff members to report to their assigned building even though other employees are not required to report to work. In the event of hazardous conditions where it is unsafe to travel to school, the custodial/maintenance employee shall notify the building principal of their delay or absence. The building principal will attempt to make other arrangements to insure the building is properly maintained. If school is canceled by the Superintendent, employees will receive regular scheduled pay and if the day is made up, employees will not receive additional compensation.

Section 6. Paraprofessional Educators:

A. Condition of employment: Paraprofessional Educators (formerly known as Instructional Assistant II) hired prior to January 8, 2002, shall have up to four (4) years and those hired, including those transferred, to a new position that falls within the requirements of the "No Child Left Behind Act" after January 8, 2002, shall have up to three (3) years to:

1. Complete at least two (2) years of study at an institution of higher education.
2. Obtain an Associates (or higher) degree; or

3. Meet a rigorous standard of quality and can demonstrate through a formal State or local academic assessment:
 - a. Knowledge of and the ability to assist in instructing reading, writing, and mathematics; or,
 - b. Knowledge of and the ability to assist in instructing reading readiness, writing readiness, and mathematics readiness as appropriate.
- B.** Effective July 1, 2004, the classification of Paraprofessional Educator shall be divided into two (2) classifications, Paraprofessional Educator I and Paraprofessional Educator II. The classification of Paraprofessional Educator I shall be paid at the rate then current for the classification of Paraprofessional Educator I. The classification of Paraprofessional Educator II shall be paid at the same salary range as a Secretary II. In order to be classified as a Paraprofessional II, the employee must have obtained an Associates (or higher) degree.

Section 7. Reclassification:

- A.** If an employee believes that the duties being performed on a permanent basis and are more closely aligned with a higher classification, they may request in writing their supervisor to review their classification. All such requests shall be made prior to February 1. The request shall detail which duties are in question. The supervisor shall review those duties and make a determination within twenty (20) days.
- B.** If approved the employee shall be moved to the higher rate of pay effective during the next pay period following the determination.
- C.** If a reclassification is not approved, an employee may appeal to the superintendent. The superintendent shall make a determination within twenty (20) days of the appeal.

ARTICLE 12 – PROBATIONARY PERIOD AND VACANCIES

Section 1. Initial Probationary Period: Employees newly hired by the District shall serve a six (6) month probationary period. During this period the District may terminate, transfer or otherwise modify the probationary employee's work assignment for reasons deemed sufficient by the District. At the end of the six- (6-) month period, the employee may be made a regular classified employee, terminated, or extended on probation with notice to the Union and a written explanation of areas needing improvement for a specified period of time. Employees who are terminated during this probationary period, or the specified extended period, shall not be covered by Article 8 - Grievance Procedure. A probationary employee who happens to be transferred pursuant to this Section does not accrue regular employee status and would be required to serve an additional six (6) month probationary period within the new classification. During this period, these transferred employees may be returned to their former position as determined by the District at the previous negotiated salary for the former position. Probationary employees also have no expectation of continued employment beyond the probationary period and do not have a property interest in the job. Notwithstanding the foregoing, and to the extent required by ORS 332.544, the District shall dismiss, demote or discipline probationary employees only for just cause. A probationary employee may file a grievance over their discipline or dismissal up to level three of the grievance procedure outlined in Article 8. The school board will determine if the discipline or dismissal was made in compliance with ORS 332.544. The school board's decision cannot be taken to level four of Article 8 (Arbitration) nor to the Employment Relations Board as an unfair labor practice complaint by the employee or Association. If, prior to July 1, 2029, there is a change in the relevant law applicable to probationary employees' discipline, demotion or termination, then the language in the foregoing paragraph providing probationary employees with the right to "just cause" for dismissal, demotion or discipline and a board hearing shall be stricken and the provisions of Article 12, Section 1 of the 2021-2024 Collective Bargaining Agreement restored as the status quo, without further action by the parties and incorporated into the next successor CBA unless the parties agree in writing otherwise. This paragraph does not waive the right of either party to demand to bargain over any legislative change relating to probationary employees' discipline, demotion or discharge; its intent is to define the status quo.

Section 2. Probation on Transfer: Regular District employees who transfer within the District shall serve a ninety (90) calendar day probationary period. During this period, these transferred employees may be returned to their former classification/position, as determined solely by the District, at the previous negotiated salary for the former position. These transferred employees are regular classified employees and are covered by the Articles of this Agreement.

Section 3. Vacancies: The District shall make available to the Union a list of job openings in the bargaining unit via email.

Section 4. Posting: Job openings will be posted in the District office and in buildings where classified employees would normally have an opportunity to see them and sent out via email to all classified all year long.

Section 5. Application: When a vacancy occurs within the District in the bargaining unit, any classified employee may apply for the open position. Employees from within the District will be granted an interview if qualified for the position. Upon request any District employee who was interviewed and not selected can request a meeting within ten (10) working days following notice of non-selection. In that meeting the District will share how the employee can improve their skills. The parties agree this does not guarantee any employee they will be selected for a vacancy in the future.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

Section 1. Just Cause: No member of the bargaining unit who has completed their probationary period will be disciplined without just cause, meaning:

- A.** The district gave notice that violation of the rule or job expectation in question could result in discipline unless the conduct was so clearly wrong that the employee does not need to be informed of it;
- B.** The district established that the employee engaged in the conduct in question;
- C.** The district conducted a fair investigation, including giving the employee an opportunity to provide their version of the facts; and
- D.** The penalty is appropriate under the circumstances.

Section 2. Discipline: Discipline is defined as written reprimands, suspension without pay, and dismissal. Adverse evaluations and verbal reprimands are not a form of discipline and are specifically excluded from this Article.

Section 3. Promotional Probation: A promoted bargaining unit member who is returned to the previously held position by the District within the ninety (90) day promotional probationary period shall not be deemed to have been disciplined.

Section 4. Union representative: The employee shall be notified that they have a right to a Union representative for any discipline/investigatory meeting.

ARTICLE 14 - VACATION

Section 1. Full-time employees: Full-time employees whose work calendars are twelve (12) months per year and two hundred sixty (260) day employees working at least thirty (30) hours per week shall accrue pro-rated vacation, in accordance with the following schedule:

Years of experience with District	1-5	6	7	8	9	10
Number of vacation days	10	11	12	13	14	15

- A.** Twelve (12) month employees who have worked less than one (1) year but at least six (6) months shall be given five (5) days' vacation.
- B.** Employees may request vacation at any time during the life of this Agreement. Approval may be granted at the discretion of the building administrator, however, when possible, vacation will be taken during the summer months.
- C.** When a holiday observed by the District falls on a workday during an employee's vacation, the vacation shall be extended accordingly.
- D.** Vacation time shall be granted as outlined above and compensated at that employee's rate of pay.
- E.** Vacation time from the current school year shall be scheduled by June 1. If an employee doesn't schedule their vacation time by this date, the District may either schedule the remaining vacation prior to the start of the school year or cash out the remaining vacation time with the June payroll.

ARTICLE 15 – HOLIDAYS

Section 1. Paid holidays: Paid holidays for employees in the bargaining unit shall be:

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

Section 2. Full Time: Full time employees who work twelve (12) months shall receive the following additional paid holidays:

Day after Thanksgiving
Christmas Eve Day
Independence Day

Section 3. Additional Paid Holidays: If the District adds any additional paid holidays to the licensed CBA, those same holidays will be provided to classified bargaining unit member.

ARTICLE 16 - EMPLOYEE REIMBURSEMENT

Section 1. Approval: Prior administrative approval is required regarding all travel, meals, lodging, registration and tuition expenses. In addition, site council approval may be required prior to attendance at any conference or workshop for classified members of the bargaining unit.

Section 2. Travel: The District will reimburse mileage at the current IRS rate.

Section 3. Meals: Classified employees shall receive the same reimbursement rates for meals as certified staff.

Section 4. Lodging: Classified employees shall receive the same reimbursement rates for lodging as certified staff.

Section 5. Improvement of Skills:

- A.** Tuition reimbursement for professional development classes may be approved by the Superintendent. The intent of professional development is to assist employees in improving student learning and to meet the criteria outlined in P.L. 107-110, "No Child Left Behind Act (NCLB)" and for skill development in other areas as determined by the District. The reimbursement shall not exceed the actual tuition paid by the staff member and does not include compensation for time outside the normal work hours. Up to eight hundred and twenty-five dollars (\$825) of tuition reimbursement per year will be allowed for each full-time employee. Tuition reimbursement shall be paid in lieu of compensation for time outside the normal work hours. Books or incidental fees for such courses are not reimbursable.
- B.** In order to be eligible for reimbursement, courses shall be approved by the Superintendent and successfully completed with passing grades of an "A," "B," "C," or pass.
- C.** The District will not provide tuition reimbursement for classes which are covered by other sources, such as scholarships, grants, fellowships, etc.
- D.** The District will provide a tuition reimbursement form outlining procedures for application by the employee. An official grade slip and receipt of payment shall be attached to the form.
- E.** Bargaining unit members choosing not to return to the District in September will not receive reimbursement for courses taken during the previous summer.

ARTICLE 17 - INSURANCE BENEFITS

Section 1. Medical and Dental Insurance: The District will pay the premium for medical and dental insurance for each employee covered by this contract per month at a composite rate per employee. Employees working less than full-time will be eligible for a prorated amount.

- A. Classified insurance will be compensated by the district at the rate per employee that the certified received in the prior year. These amounts shall be ongoing and remain one year behind the certified group. If the certified rate freezes or goes down the District shall notify the classified president and state representative in writing. Then both the president and representative shall have fifteen workdays to notify the District if they wish to open this article to bargain over these changes.
- B. The employees shall be allowed to choose from plans offered by OEGB.
- C. Employees may choose from any of the offered dental plans.
- D. All employees regularly scheduled to work at least twenty (20) hours per week will be allowed to participate in composite rate medical and dental programs.
- E. Any insurance eligible bargaining unit employee who chooses to opt out of district provided insurance shall receive the amount of compensation each prior year as outlined in the certified CBA, additional wages, or a combination thereof. These amounts shall be ongoing and remain one year behind the certified group. The pre-tax compensation may take the form of HSA contributions, any other IRS Section 125 benefit or combination thereof. Employees working less than full-time will be eligible for a prorated amount. No changes may be made after the district established the deadline, which will be determined prior to the start of each school year and shared to the employees via email.
- F. The District agrees that employees who participate in an HSA-eligible plan (with no other coverage) will be given full current insurance contribution (up to the cap and prorated for employees as described below) toward an insurance plan with the balance contributed to their health savings account, up to the maximum allowed by law.
- G. All bargaining unit members hired prior to the implementation of the four (4) day school week shall be grandfathered in at the benefit level in place at that time per employee. Employees hired after that date and regularly scheduled to work twenty (20) hours or more per week, but less than thirty-six (36) hours per week shall receive prorated insurance benefits. Employees working less than twenty (20) hours per week are not entitled to insurance benefits. Temporary employees and substitutes are not entitled to insurance benefits.

Section 2. Payroll Deduction: In the event the amount paid by the District for the purchase of health insurance for each eligible employee is less than the actual cost of that insurance, each affected employee shall pay the difference through payroll deduction.

Section 3. Sole Obligation: The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.

Section 4. Annual Insurance Contract Year: The annual insurance contract year as contemplated by this Agreement shall run from October 1 to September 30 of the following calendar year. Employees newly hired by the Board shall be eligible for District-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

Section 5. Insurance Coverage: Employees working less than a full school year shall have benefits terminated on the first day of the month following termination of employment. Employees who complete their salary agreement obligations for the full school year shall have benefits terminated on September 30. Employees may elect to continue insurance coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 at their own expense.

Section 6. Policy Holder: The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policy holder.

Section 7. Unilateral Changes: The District does not guarantee against unilateral changes in benefits initiated solely by the Oregon Educators Benefit Board (OEBB). If such policy or program changes are made, the District will notify the Union and will consult with the Union if requested.

Section 8. Intent: In spite of any statements in this Agreement to the contrary, nothing shall change the interpretations, meaning, or intent of the provisions of the insurance contracts between the Board and the insurance carrier.

Section 9. Committee: At the call of either party the District and the Union agree to form a committee for the purpose of reviewing policies offered by OEBB. The Union shall make the final selection regarding the medical and dental insurance plans offered to the classified employees.

Section 10. Hiatus Period: In accordance with ORS 243.712, the District's obligation during any hiatus period status quo obligation regarding insurance shall be limited to the amount of insurance premium paid in the last year of this Agreement.

ARTICLE 18 - EMPLOYEE COMPENSATION

Section 1. Salary Schedule: The salary schedule for classified employees is attached to this Agreement as Appendix A and by this reference incorporated herein for the first year of this agreement.

Section 2. Index: The Salary Schedule shall be indexed at two percent (2%) (Based on the 2023-24 salary schedule).

On July 1, 2024, the Salary Schedule shall be Appendix A-1 (attached)

On July 1, 2025, the Salary Schedule shall be Appendix A-2 (attached)

On July 1, 2026, the Salary Schedule shall be Appendix A-3 (attached)

NOTE:

- Step 13 will be added to the salary schedule in the second year (July 1, 2025) of the contract.
- Step 14 will be added to the salary schedule in the third year (July 1, 2026) of the contract.
- All steps shall be indexed at 2% above the preceding step.
 - For the 2024-25 wage scale, step 15 will be indexed at 4% above step 12 beginning July 1, 2024.
 - For the 2025-26 wage scale, step 15 will be indexed at 4% above step 13 beginning July 1, 2025.
 - For the 2026-27 wage scale, step 15 will be indexed at 2% above step 14 beginning July 1, 2026.

Section 3. PERS: Effective January 1, 2003, the District shall "pick up" and pay the employee contribution not to exceed six percent (6%) to the Public Employee Retirement System (PERS).

Section 4. Steps

- A. Current District classified employees who are granted a promotion to a new classification position shall serve a ninety (90) day probationary period at the first step on their new salary range that is more than their previous rate of pay and shall advance from step to step thereafter as indicated in the salary schedule. At the end of this ninety (90) day probationary period, the employee shall be considered a regular employee.
- B. All classified employees that have successfully completed their probationary period shall have their anniversary date, for salary step placement purposes only, established as July 1-for employees hired before January 1 for the school year which follows their

year of hire. Those hired after January 1 will have their anniversary date, for salary placement purposes only, established as July 1 of the subsequent year.

Section 5. Salary Range: Annually the employee shall move step to step up the salary range for their classification until the employee reaches the top step of the range. A step advancement will not be given to an employee receiving an unsatisfactory evaluation. In the event a written evaluation is not completed, the District will consider it to be a satisfactory year. The effective date for each year's step movement shall be July 1. The District retains the right to determine step placement for any new or former employees not laid off in accordance with Article 9.

Section 6. Employee Involuntarily Transferred: If an employee is being formally demoted, as discipline, in accordance with the provisions of CBA they shall be placed at the step based on their years of seniority with the district. An employee involuntarily transferred to a lower classification shall be paid at the same rate of compensation as they received in the higher classification until the scheduled rate compensation for the employee's lower classification equals or exceeds the employee's rate then received. The employee will thereafter receive the compensation prescribed for their lower classification according to the provisions of this Agreement.

Section 7. Placement: The Board reserves the right to determine placement on the salary schedule based upon experience. Step increments or merit increases shall not be granted in any status quo period except by mutual agreement of the parties.

Section 8. Working out of Classification: In the event a member of the classified bargaining unit is absent from their assigned duties, and it is determined solely by the District that a member of the current bargaining unit is needed to cover the position, then the following shall apply:

- A. Bargaining unit members assigned by the District as a substitute for more than eight (8) consecutive school days in any one (1) assignment for the same employee shall be considered as assigned out of classification.
 - 1. If the absent employee is in a higher paying classification and the temporary employee is expected to assume the duties and responsibilities of the absent employee, then the temporary employee shall be entitled to the rate of pay on the scale that reflects a pay increase.
 - 2. No bargaining unit member shall suffer a reduction in their hourly rate because of the District's assignment to the temporary position.
 - 3. The District reserves the right to determine actual temporary placement on the salary schedule.
 - 4. Upon beginning the tenth (10th) consecutive school day of assignment for the same employee, the higher range of pay shall become effective and shall be retroactive to the first day of assignment.

- B.** Nothing in this provision limits the District from hiring substitute employees outside the bargaining unit, temporary employees. If the District decides to utilize volunteers to cover positions of absent employees, volunteers shall be utilized in accordance with Article 3.f.

Section 9. Resignations: Employees who voluntarily resign their positions with the District will be paid their final check in accordance with ORS 652.140.

Section 10. Overtime:

- A. Generally:** The regular work schedule for full-time employees will be forty (40) hours per week. Overtime shall be those hours in excess of forty (40) hours per week. Vacation time, sick leave and holidays shall not be counted towards the maximum forty (40) hours per week requirement to provide overtime. Compensatory time sheets will be required for each classified employee. Overtime will be recorded on the time sheet indicating the reason for the additional hours. Overtime should only be accumulated due to emergency conditions or at administrative request.

1. In the event the District requires an employee to return on a non-scheduled day, the employee will be compensated at one and one-half (1 1/2) times their hourly wage.
2. Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work. The overtime rate shall be one and one-half (1 1/2) times the employee's regular hourly rate.

B. Compensatory Time:

1. Classified employees will be allowed to accumulate compensatory time at one and a half (1 1/2) times the regular pay rate for overtime up to a maximum of two hundred forty (240) hours (one hundred sixty (160) hours of straight time) in any one fiscal year. All compensatory time will need to be taken prior to the end of the fiscal year on June 30 and is not to be carried forward into the next fiscal year. At the discretion of the Superintendent, pay may be granted instead of compensatory time based upon the availability of budgeted funds, allow accumulated compensatory time to be carried forward into the next fiscal year, or a combination of both.
2. If an employee of the District has accrued compensatory time and requests use of that time, the District will permit such use within a reasonable period after receiving the request if use of the compensatory time does not unduly disrupt the operations of the District. Custodial personnel are encouraged to take compensatory time off during school vacation periods or the summer. In addition, all personnel are encouraged to use compensatory time prior to utilization of personal leave time.

3. Upon retirement or termination, payment for accrued compensatory time must be at the straight time rate earned by the employee at the time the employee receives the payment. If payment is received upon termination of employment, then the unused compensatory time must be compensated at a straight time rate equal to the employee's average regular rate within the prior three (3) years or the final regular rate whichever is higher.

Section 12. Call Back: When requested to show up on unscheduled hours, employees shall be compensated at one and one-half (1 1/2) times their hourly wages, for a minimum of one (1) hour or equal comp time.

Section 13. Longevity: Classified employees who have worked for the District for sixteen (16) years or more, regardless of step or classification, shall receive an annual stipend of seven hundred fifty dollars (\$750) at the time of the school year's final check. If a qualifying employee leaves the District prior to the end of the school year, their stipend shall be prorated for that year.

Section 14. In Service/End of school year:

- A. All employees may be required/allowed to attend paid meetings for the inservice week as scheduled by their building administrator.
- B. All employees may be required/allowed to attend paid inservice days throughout the year as scheduled by their building administrator.
- C. All employees may be required/allowed to have up to one (1) full day pay for the day after the last day with students as scheduled by their building administrator.
- D. The District shall make every attempt to give a minimum of a thirty (30) day advance notice of any meeting to be held at a day/time not included in the original calendar that is required by the District that classified must attend.

Section 15. Secretary 3: All Secretary 3 positions shall have the option of having four (4) hours of work each week, on Fridays, not to exceed forty (40) hours a week at the discretion of their building administrator.

ARTICLE 19 - TRANSPORTATION PERSONNEL

Section 1. Bus Drivers: The District may, at its own discretion, employ bus drivers to operate district owned school buses. The District will only pay for the operation of school buses for home to school transportation or other trips requiring an Oregon School Bus Drivers License as issued by the Oregon Department of Education.

Section 2. Activity Buses: The District will not pay for bargaining unit members to operate activity buses for which no Oregon School Bus Drivers License is required by the Oregon Department of Education. The operation of activity buses is one of the expectations of activity advisors and coaching staff. Bargaining unit members may volunteer to coach and operate an activity bus without any expectation of pay.

Section 3. District Buses: Nothing in this section requires the District to use bargaining unit members in the operation of District buses. The District retains the right to subcontract any and all work related to transportation services.

Section 4. Oregon School Bus Drivers License: The District agrees to pay the hourly rate plus the costs related to driver training in order for the District-selected bargaining unit member(s) to obtain their Oregon School Bus Drivers License. The District will not pay either the hourly rate or the cost of issuance of an Oregon Commercial Drivers License (CDL) or for any endorsements on the Oregon CDL.

Section 5. Benefits Afforded: Bus drivers will not receive benefits afforded to other bargaining unit members due to the nature of uncertainty on the number of hours required of bargaining unit members who may operate buses where an Oregon School Bus Driver License is required. A higher hourly rate compensates the Union member for the lack of insurance coverage and other benefits. There is no guarantee of any hours of employment as a bus driver. Further, bargaining unit members who have an Oregon School Bus Driver's License will not be compensated to operate an activity bus if they are paid as an activity advisor, volunteer coach, or paid coach.

Section 6. Random Test: Bus Drivers will be randomly tested, tested with reasonable suspicion, and tested in the event of an accident for drug use and alcohol misuse. Any employee found in violation of District policies may be terminated.

Section 7. Medical Examinations: The District may require medical examinations after an employment offer has been made to a Bus Driver and before the driver begins their employment duties. All offers of employment may be contingent on medical examination results. Medical examinations will be conducted by a medical doctor selected by the District. District required medical examination expenses will be paid by the District. A copy of the medical examination results will be provided to the District and to Oregon Department of Education for the issuance of the Oregon School Bus Drivers License.

Section 8. Reimbursement: Bus drivers will be reimbursed for meals and lodging in accordance with this contract if it involves overnight trips.

WAGE SCALE – APPENDIX A-1

[illegible]

WAGE SCALE - APPENDIX A-2

[illegible]

WAGE SCALE – APPENDIX A-3

[illegible]

PREAMBLE – PARTIES TO THE AGREEMENT

This Collective Bargaining Agreement is made and entered into the month of June on the day of 25, 2024, by and between the Oregon School Employees Association (OSEA) Amity Chapter 144 (known as "Union" or "OSEA") and Amity School District 4-J (known as "Employer" or "District").

FOR THE UNION

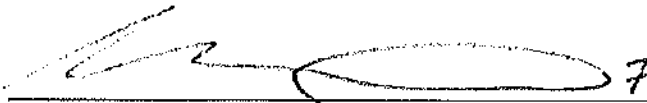


Becky Prevett, President
OSEA Chapter 144

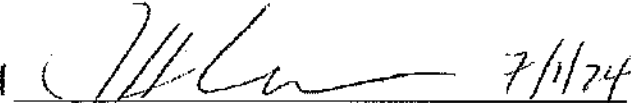
FOR THE DISTRICT

 7-11-2024

Ray Bottenberg, Chairman
Amity School Board of Directors

 7-01-24

Hobe Williams, Field Representative
OSEA

 7/1/24

Jeff Clark, Superintendent
Amity School District 4-J