

CLASSIFIED CONTRACT AGREEMENT

Between

GLIDE SCHOOL DISTRICT



And

OREGON SCHOOL EMPLOYEES ASSOCIATION
GLIDE CHAPTER 134



July 1, 2023– June 30, 2025

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CONTRACT AGREEMENT

Between

GLIDE SCHOOL DISTRICT NO. 12

And

OREGON SCHOOL EMPLOYEES ASSOCIATION

CHAPTER NO. 134

This agreement is made by the Oregon School Employees Association, Chapter 134, hereinafter referred to as the “Association” and the Board of Education of School District No. 12, hereinafter referred to as the “Board,” “Employer,” and “the District.”

Now, therefore, the parties hereto agree to be bound by the provisions set forth on this page and in the following attached pages.

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

The duration of this agreement shall be from July 1, 2023 to June 30, 2025.

There shall be three (3) signed copies of the final agreement for the purpose of records. One shall be retained by the District, one shall be retained by Chapter 134, and one shall be retained by the Association. The Board agrees to make available to the Association this Agreement for its bargaining unit members and all new hires an electronic copy of this Agreement to be posted on the district website. Any members needing a paper copy may contact the Association.

ARTICLE I RECOGNITION

- A. The Glide School District No. 12, hereinafter referred to as “Employer,” “Board,” and “District,” recognizes the Glide Chapter No. 134 of the Oregon School Employees Association, hereinafter referred to as the “Association,” as exclusive bargaining representative for all regular permanent full and part time classified employees.

Excluded from the bargaining unit are supervisory, substitutes, temporary, and confidential employees.

A substitute employee is defined as an employee hired to replace a regular employee who is absent (i.e., leaves, vacations, etc.).

A temporary employee is defined as a person hired on an irregular or time specific schedule within a fiscal year, which hiring shall not exceed ninety (90) calendar days. This category shall also include seasonal employees. The chapter president will be notified of hiring of any classified temporary employee.

When the District determines that it has a need for a substitute or temporary employee, the District shall first seek to fill that need with a current classified employee, provided that the District would not be required to change the existing work hours of the current employee. If the hiring of a current employee as a substitute or temporary employee would require the District to pay that employee overtime, then the District may instead hire a person from outside the bargaining unit. If the District hires a current employee as a substitute or temporary employee, the extended substitute or temporary work hours would not qualify the current employee for an increase in benefit levels and/or cause a gain in seniority rights.

- B. The Administration, Licensed, and Confidential employees are not part of the bargaining unit.
- C. Newly hired employees assigned to positions in the District as delineated in (A) above shall be considered part of the bargaining unit upon commencement of active employment.

ARTICLE 2

SEPARABILITY

In the event any provision of this Agreement is declared to be invalid by any law, court of competent jurisdiction, or ruling by the Employment Relations Board (ERB), or by inability of employer or employee to perform to the terms of the Agreement, then upon mutual agreement, that part of the Collective Bargaining Agreement shall be reopened for negotiation. All other provisions will remain in full force and effect.

ARTICLE 3

ASSOCIATION RESPONSIBILITIES AND RIGHTS

A. Information Provided by the District

Upon request, the Board agrees to make available to the Association readily accessible public records so that the Association can research information necessary to function in its role as exclusive bargaining representative of classified employees. The Association shall pay the District for reasonable costs incurred in providing such information to the Association.

On or before March 30th, June 30th, September 30th, and December 31st of each year (every 120 days), AND by the tenth (10th) day after a new classified employee begins employment, the District shall provide the Association (Chapter President and OSEA Field Representative) and the OSEA Director of Fiscal Operations at classified@osea.org a report listing the following information for all classified employees:

- Employee name
- Date of birth
- Date of hire
- Job title
- Work location
- Daily hours worked
- Hourly pay rate
- Annual Salary
- Step on the salary schedule
- Cellular, home, and work telephone numbers
- Any means of electronic communication, including work and personal electronic mail addresses
- Home address or personal mailing address
- Last 4 of Social Security Number (SSN)
- District ID number or OSEA's CE number information
- Information shall be provided in an editable digital file format (Excel preferred).

B. Use of Facilities and Equipment

The Association and its representatives shall have the right of access to school buildings for the conduct of Association business, providing there is no interference with regular school activities if prior District approval is obtained.

C. Use of School Equipment

The Association shall have the right to use typewriters, computers, duplicating equipment, calculating machines, and audio-visual equipment at reasonable times during the workday, when such equipment is not otherwise in use.

The Association shall pay for the reasonable cost of materials used and shall furnish all of its own paper products. No unqualified person will operate any machines.

D. Bulletin Boards

The District shall provide reasonable bulletin board space for use of the Association in communicating with employees in the bargaining unit in all buildings in which such employees work.

The Association shall have the right to place association notices on designated bulletin boards in each school. Materials so placed shall not defame any person nor be detrimental to employer-employee relations or be political in nature. Such materials announcing specific events shall be removed within four (4) weeks of date of posting or immediately following the event or activity for which the notice was posted.

The District may remove from the bulletin boards any materials posted which do not meet the above standards.

E. Association and Designated Representatives

As required by HB 2016, the chapter president or their designee shall be allowed time off with pay and without loss of benefits to:

- Meet with employees during regular work hours at the employee's regular work location without loss of compensation or benefits for any employee to investigate and discuss grievances, work-place related complaints/concerns and other matters relating to employment relations, contract compliance, attend investigatory meetings, hearings and other due process proceedings.
- Participate in or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings before the Employee Relations Board; engage in collective bargaining; Labor Management meetings, safety committee meetings and any other meetings between representative 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. Designated classified representatives shall provide the District with notice of the need to perform the activities listed above at least forty-eight (48) hours prior to the time the activities will be performed.
- Meet with newly hired employees to introduce new employees to the collective bargaining agreement and the Association within thirty (30) calendar days from the date of hire, 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).

The District shall schedule an orientation meeting for members newly hired in the

district. The Association will have a period of thirty (30) uninterrupted minutes up to one hundred and twenty (120) minutes of the meeting agenda to address the new hires.

In the event newly hired staff do not attend new employee orientation, OSEA shall be allowed to meet with newly hired classified employees during regular work hours at the regular work locations for a period of up to one-half (1/2) hour. Upon notification from the Association, the District will coordinate the release time for this meeting. No employees shall suffer a loss in compensation or benefits as a result of participating in or attending OSEA presentations to newly hired employees.

- Release Time for Designated Representatives: Designated Representatives shall be allowed reasonable release time to attend outside trainings, activities or to serve as a full-time representative of OSEA without loss of District compensation and benefits (insurance and retirement). The Designated Representative shall use accrued leave time for short-term attendance at such events or OSEA shall reimburse the District for any compensation and benefits (insurance/retirement). When a Designated Representative on release time discontinues or ends the release time for any reason, the employee shall be returned to their prior position or, if not feasible, to a substantially similar position without loss of seniority, rank, classification or retirement credit. The Designated Representative shall request release time through the established District leave process.
- Leave for Association and OSEA Business. Whenever possible, leave will be requested one (1) week ahead of time. Leave requests must be made to the District by the Association President or OSEA Field Representative and receive prior approval. The Board shall grant one (1) leave day per school month reasonable leave to the Association President and/or their designee for Association related activities during the fiscal year. Employees participating in OSEA Time Release will meet with the District to agree on dates and times for release. The State Association will reimburse the District for the cost of the substitute filling in for the absent representative. Bargaining unit employees, upon request to their immediate supervisor, may be granted leave without pay to attend the OSEA Annual Conference. Employees serving in state level positions will meet with District Administration to agree on dates and times for release. The State Association will reimburse the District for the cost of the substitute filling in for the absent representative.
- The District agrees to provide the Association with a report listing all temporary employees, positions held, hire date, hours worked, and worksite location upon written request. The District will provide to each classified employee a listing with the September paycheck indicating the following: Range and Step, Hourly Rate, Days Worked, Salary – Monthly/Annual, Number of Years with the District.

F. Existing Conditions

The Board shall notify the Association prior to making any change in district policy which has any direct effect on working conditions or benefits of classified employees prior to initiating such policy. The purpose of this notice shall be to allow for the Board's consideration of any concerns established by the Association but shall not limit or restrict the authority of the Board from making such decision or restrict the Association from sending a demand to bargain..

G. School Board Policies

The chapter president shall be provided an electronic copy of the District Policy Handbook with periodic updates. The chapter president shall also be given a copy of the annual proposed school calendar ten (10) days in advance of board adoption for purpose of discussion.

H. School Board Meeting Agenda

The Board shall provide a copy of the published agenda for all regular and special Board meetings as soon as they are made public. Minutes of all Board meetings shall be provided to the Association.

I. Courier Service/Email

Inter-school mail facilities and email may be used for reasonable distribution of association communication so long as such communications are labeled as association materials and contain the name of the authorizing association official, providing such materials are not defamatory to the Board or the District. Inter-school mail facilities and district email accounts shall be used in accordance with the Board Policy.

The Association President or their designee shall have access to the classified e-mail distribution list to be used to communicate with bargaining unit members. If bargaining unit members use the District computers or email systems for Association business, they are to adhere to the District's acceptable use policy. District equipment may not be used in any manner to further what could be considered an action against the District (e.g., work stoppage, strike, etc.). During group orientation events or activities at the beginning of the academic year, OSEA shall be permitted to set up a table to meet directly with employees before, after, and during breaks.

ARTICLE 4

BOARD RESPONSIBILITIES AND RIGHTS

- A. The Board agrees that no employee in the bargaining unit shall suffer a loss in basic compensation by the execution of this Agreement, unless such reduction, if any, is specifically set forth in the provision herein.
- B. **Management Rights**
 - 1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of the District, including, but without limiting the generality of the foregoing, but by way of illustration, the right:
 - a. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 - b. To hire all employees and, subject to the provisions of law, determine their qualifications and the conditions for the continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
 - c. To determine schedules, hours, duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
 - 2. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Oregon, and the Constitution and laws of the United States.

ARTICLE 5 COMMITTEE(S)

The parties agree to establish the following committee(s). The committee(S) will be charged with dealing with ongoing problems and/or concerns throughout the duration on this Agreement. No committee shall have the power or authority to change any portion of the collective bargaining agreement without approval of the membership.

Labor/Management Committee – The parties agree to establish regular communications through Labor-Management meetings quarterly in August, November, February and May of each year with the intent of addressing employee/employer issues as they relate to the collective bargaining agreement and workplace issues. The parties shall mutually develop the specific functions and membership of the Labor-Management Committee. These meetings can be cancelled by mutual agreement.

Safety Committee – The Association will have a designated representative on the District Safety Committee. The chapter president will be notified of all meetings.

ARTICLE 6

WORK WEEK-OVERTIME

A. Work Week

A work week shall consist of a maximum of forty (40) hours, which may be taken in four (4) or five (5) days.

B. Overtime

An employee in the bargaining unit shall not be required to work in excess of forty (40) hours a week without compensation of time and one-half (1 ½) of the employee's rate of pay. All overtime shall be authorized in advance by the immediate supervisor in writing.

C. Compensatory Time

1. Compensatory time off must be taken within twelve (12) months from the time it is earned. If the District is unable to schedule such compensatory time off within this period, the employee shall be paid upon request in their regular pay period. When comp time is earned as overtime it will be compensated at the rate of time and one-half (1 ½).
2. Accrual and use of compensatory time are to be approved by the supervisor in advance. In the event of an emergency, approval to accrue comp time may be given after the fact.
3. Employees must be permitted to use accrued comp time within a reasonable period after requesting time off, unless it would unduly disrupt the operations of the District.
4. If employees have not been able to use their accrued comp time by the end of the school year, they may have that time paid by the District in their last payroll check of the fiscal year, unless prior arrangements have been made to accrue the time.
5. An employee may accrue up to a maximum of twenty (20) hours comp time.

D. Extra Duty Compensation

1. The parties agree that the following conditions will be applied to the hiring and paying of classified employees who work at athletic and/or extra-curricular functions. Examples of assignments include running game clocks and student supervision.
 - a. Classified employees do not qualify for overtime pay when working such assignments as described above, because these assignments are considered occasional or sporadic, and are in a different capacity, as defined by the Fair Labor Standards Act.
 - b. Classified employees hired for such assignments as described above shall be paid an hourly rate equal to the 2023-2025 Supplemental Salary Schedule. In no case will classified employees be paid less than other employees for these same duties.

2. For the term of this Agreement, Extra Duty coaching assignments may be offered to both licensed and classified employees.
 - a. Coaching assignments should not regularly interfere with an employee's regular work duties.
 - b. The rate of pay for extra duty coaching assignments shall be at the discretion of the District, based on applicable wage and hour laws.

ARTICLE 7

JOB POSTING

- A. Whenever the District determines a vacancy in a classified employee position arises which the District decides to fill, the Superintendent shall cause a notice of the job opening to be posted in all buildings and on the District's website at least five (5) business days prior to the District considering out-of-district applicants. In addition, the District shall notify the chapter president of any classified vacancies. However, this does not preclude the District from filling the position immediately on a temporary basis. The notifications will indicate the date on which the vacancy shall be filled, to whom to apply, position location, expected work hours, pay rate, shift time, work year and benefit level. However, the information provided on the posting shall be for informational purposes only and shall not be construed as a guarantee of future employment hours, conditions or benefits. Employees may apply for vacant posted positions by making written application with the District. Whenever possible, summer positions shall be posted prior to end of the school year.

A "classified employee position" shall be defined as those positions itemized in the "Classified Salary Schedule" contained in this Agreement, as well as extra assignments that occur between 8:00 AM-3:00 PM in the Transportation Department (i.e. cruises, band, water quality, cleaning, etc.).

- B. Every newly hired employee shall serve a probationary period of three (3) months. Such employees may receive a written evaluation at three (3) months, which shall be placed in the employee's personnel file. A probationary employee shall have the right to be dismissed, demoted or disciplined only for just cause.
- C. Selection of a current employee for a position shall be based on the ability to meet the qualifications as determined by the District, which may include a personal interview and a supervisor's recommendation. Seniority shall prevail when the qualifications are equal in the opinion of the District. Provisions of this section shall not be subject to the grievance procedure.
- D. When an existing employee is hired into a new classification, the employee will be moved to the wage step in the new wage range which provides a wage a minimum of one step higher than the amount they were receiving prior to the change, or to the first step on the new wage range, whichever is greater.
- E. Notice of assignment to vacant positions shall be provided to the chapter president as soon as the District deems it practical.
- F. Regular employees promoted to an equal or higher classification shall serve a trial period of three (3) full months. The Association also recognizes the right of the District to demote an employee on promotional trial status to their previous position. Employees may elect to return to their previous position within 15 days for any reason.

ARTICLE 8

SENIORITY

Seniority shall be defined as the total continuous length of service in the District as a classified employee from date of hire, or date of actual commencement of work if the date of hire is identical. If the date and time of actual commencement of work is identical, then the seniority shall be determined by lot. For accounting purposes, all authorized paid leave, and all authorized unpaid leave through the Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), shall be computed as time worked. Employees who are laid off and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of layoff.

ARTICLE 9 REDUCTION IN FORCE

A. Reduction in Force

When the District determines reductions in staff are to be made, employees shall be considered for retention on the basis of seniority within a specific classification.

B. Bumping Rights

An employee upon notice of layoff shall be allowed to “bump” within the same job grouping (see the following job groupings), or to a previously held job classification, so long as the District determines the employee is qualified. When an employee bumps within their job grouping into a job classification not previously held, district management shall provide orientation training for the employee.

Job Groupings

- Group 1 Mechanic and Bus Driver
- Group 2 Custodian, Utility Worker, and Maintenance Repairman
- Group 3 Head Cook and Assistant Cook
- Group 4 Educational Assistant and Media Assistant
- Group 5 Office Manager, Secretary, Assistant Secretary, and Clerk

C. Recall

If within twenty four (24) months of layoff, a vacancy occurs within the District for which the District determines a laid-off employee is qualified, the recall procedure outlined below will be followed.

1. At the time of layoff, the Board shall provide the laid-off employee the opportunity to express in writing a desire to return to the District. The Board shall also receive the employee’s address for recall notification. In the event of a recall, the Board shall notify an employee who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the employee to the District Office.
2. The employee will have sixteen (16) calendar days from the receipt of such notice to notify the Board in writing of their intent to return within thirty (30) calendar days of the date of such notice. Failure of the employee to so respond within the time herein specified shall terminate such employee’s right to recall.
3. The Board agrees that no new employees shall be hired for positions within a classification during the period of employee layoff. When vacancies become available, a current employee in the same classification, shall be allowed the option of filling the position prior to a laid off employee being recalled, provided the current employee has satisfactory evaluations, and is otherwise qualified for the positions.

4. Upon recall, the employee shall be placed on the salary step on which they were placed prior to layoff. One step movement shall be granted if the employee had completed one-hundred thirty (130) workdays in the work year at the time of layoff.
5. Sick leave balance at the time of lay-off will be reinstated.

ARTICLE 10 PERSONNEL RECORDS

The employee shall have the right to review the contents of their own personnel file during administration office hours. An employee may also provide the Association with permission to review their personnel file. An employee may file a written rebuttal to anything placed therein. Such rebuttal, once filed, shall be a permanent part of this file.

An employee shall have the right to indicate those documents or other materials in the file which they believe to be obsolete or otherwise inappropriate for retention. Such documents will be reviewed by the Superintendent and, at the discretion of the Superintendent or designee, may be destroyed, subject to the provisions of the law.

No written reprimand or warning will be placed in an employee's personnel file unless the employee has had an opportunity to review the document. The employee will acknowledge that they have had the opportunity to review such documents by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

ARTICLE II ASSOCIATION DUES

- A. The Board agrees that, upon written request, it will deduct association dues from the wages of each member. Such written request shall be turned in to the Director of Fiscal Services, and such requests shall remain on file and in effect until canceled by the employee. Employees will be added to the file upon submitting their written requests to the Deputy Clerk.
- B. The Board agrees that this Agreement shall remain in effect as stated in (A) above for the life of this agreement.
- C. The Board agrees to transmit the dues deducted to the State Office of the OSEA by the 15th of each month following payroll deduction, as per the written authorizations in (A) above.
- D. The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of any item appearing in the foregoing Section A - Association Dues.
- E. The District agrees to furnish a list of new employees eligible for the bargaining unit within ten (10) days from the date of hire and every one hundred-twenty (120) calendar days thereafter. The following information, if available, will be furnished to OSEA:
- Employee name and date of hire
 - Employees address
 - Job title and Classification
 - Wage and step placement
 - Work location
 - Date of birth
 - Daily hours worked
 - Hourly pay rate
 - Annual salary
 - Cellular, home and work telephone numbers
 - Any means of electronic communication, including work/personal e-mail addresses
 - Home address or personal mailing address
 - Last 4 of Social Security Number (SSN)
 - and District ID number or OSEA's CE number information.
 - Information shall be provided in an editable digital file format (Excel preferred).

ARTICLE 12

HOSPITAL-MEDICAL-DENTAL INSURANCE

- A. For 2023-2024 the District shall contribute up to \$1,450.00 (one thousand four hundred fifty dollars) per month and \$1,550 (one thousand five hundred fifty dollars) for 2024-2025 toward the amount necessary to pay the monthly premiums per employee for family medical and dental insurance for eligible employees. This shall be considered the dollar cap and maximum financial liability by the District.

Employees will have the option of participating in the OEGB high deductible insurance plan, which will allow employees to set up a qualified Health Savings Account (HSA) tax exempt trust account. Such arrangement is provided under the Internal Revenue Code Section 223. The District will contribute the difference in the existing district paid cap and the premium for the high deductible insurance plan to a qualified HSA for each employee. The limits and contributions for the HSA will be subject to the IRS code and the OSEA collective bargaining agreement provisions in effect each year for the specific insurance plan year.

It is agreed that during the length of this Agreement, if in bargaining the certified employee group bargains a successor contract that is more beneficial regarding insurance than is contained in this Agreement, the classified employees will receive the same level of benefit.

- B. Regular employees scheduled to work thirty (30) hours or more per week shall be eligible for Hospital-Medical-Dental and Vision insurance at one hundred percent (100%) of the insurance cap.

Bus Drivers employed by the District prior to July 1, 1993, who are regularly scheduled to work less than thirty (30) hours per week, shall continue to be eligible for full district contributions as provided in Section A above (grandfather clause).

- C. Employees covered by this Agreement shall have equal representation on the District Insurance Committee which shall convene at least annually. Recommendations of the committee will be submitted to the Board for consideration. The Association and the District shall mutually agree on any changes of the carrier, plan, and/or the proposed coverage.
- D. Employees granted a thirty (30) calendar day personal leave or less will have their group insurance premium paid by the District.

Any nine (9) to ten (10) month employee granted such leave for the last 30 (thirty) days of their contract year will pay their own premiums during the unworked months. If the employee returns to work at the beginning of their following contract year and remains on the job for thirty (30) calendar days, premiums paid will be reimbursed by the District to the employee, except for the first month absent.

E. The District shall maintain a Section 125 Plan for the employees.

Classified employees who are both eligible to decline insurance coverage, and who apply to decline such coverage, in writing to the District, may receive additional pay of seven hundred twenty five dollars (\$725) per month.

ARTICLE 13 HOLIDAYS & VACATIONS

A. Holidays

1. Twelve (12) month, full-time regular employees shall be entitled to the following eleven (11) paid holidays:

| | |
|------------------------|----------------------------|
| Independence Day | Christmas Day |
| Labor Day | New Year's Day |
| Veterans Day | President's Day |
| Thanksgiving Day | Martin Luther King Jr. Day |
| Day after Thanksgiving | Memorial Day |
| | Juneteenth |

Nine (9) and ten (10) month regular employees shall be entitled to the following seven (7) paid holidays:

| | |
|-----------------|----------------------------|
| Memorial Day | Martin Luther King Jr. Day |
| Labor Day | Thanksgiving Day |
| Veterans Day | Day after Thanksgiving |
| President's Day | |

2. An employee called in to work on designated holidays shall receive the overtime rate for all hours worked in addition to their regular holiday pay.
3. When a designated holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed.
4. Compensation for holiday benefits shall be paid as long as employee is actively on the payroll.
5. Any nine (9) to ten (10) month employee who is required to work ten (10) or more days in July will have Independence Day as a paid holiday.

B. Vacation Time

1. A full-time, twelve (12) month employee shall be eligible for an annual vacation with pay in accordance with the following:
 - a. 1 week Forty (40) hours after one (1) year of continuous service as a full-time, twelve (12) month employee.
 - b. 2 weeks Eighty (80) hours after two (2) years of continuous service as a full-time, twelve (12) month employee.

- c. 3 weeks One hundred twenty (120) hours after five (5) years of continuous service as a full-time, twelve (12) month employee.
 - d. 4 weeks One hundred sixty (160) hours after ten (10) years of continuous service as a full-time, twelve (12) month employee.
- 2. Employees employed on a twelve (12) month basis will take their vacation after obtaining prior approval for vacation leave from their supervisor.
- 3. Vacation pay shall not be usable to the twelve (12) month employee during the probationary period. Once the employee reaches permanent status and has served a year of continuous service, they will be allowed vacation time credit earned.
- 4. In the event of extended illness beyond the time covered by the sick leave, the employee may request use of vacation time due them at the date requested.
- 5. An employee may, at the discretion of the District, accumulate not to exceed fifteen (15) days' vacation time. If such time is not taken, upon termination of employment, the District shall pay employee for such accumulated time, but not more than fifteen (15) days, but only in cases where fifteen (15) days' notice has been given.

ARTICLE 14 PAID LEAVES

A. Emergency Leave

Emergency leave with pay may be granted for absence caused by extreme or unusual conditions not under the control of the employee but that require immediate attention, not to exceed two (2) days per year. Emergency leave time is not accumulative and must be used after Personal Leave and Vacation Time has been exhausted.

Any employee finding it necessary to use such emergency leave shall inform their immediate supervisor at the earliest possible time, but in no instance later than the time at which the requested leave is to begin.

B. Bereavement Leave

In the event of the death of a classified bargaining unit member's family, said classified will be granted three (3) days' leave with no loss of pay. Should there be a need for an extension of the bereavement leave; application will be made to the Superintendent. Such bereavement leave shall not be accumulative.

C. Personal Leave

1. Each employee shall be granted three (3) days of personal leave annually.
2. Personal leave shall be allowed up to three (3) days per school year. The three (3) days shall not be deducted from sick leave and are not accumulative. The granting of such leave shall be subject to the following conditions;
 - a. The purpose of the three (3) day personal leave is to care for matters of a personal or business nature which cannot be done other than during school hours. Personal leave shall not be used to serve as a litigant or witness against the District, or for personal illness if the employee has accrued sick leave.
 - b. Personal leave should be approved at least five (5) days in advance by the principal whenever such prior approval is feasible. Leaves for involuntary absences occasioned by personal business of an emergency nature should be applied for within five (5) days upon return to service. Leave requests shall be submitted on an approved form.
 - c. Unused personal leave is not accumulative from one fiscal year to the next and is automatically cancelled upon termination of employment. In the June paycheck each year, the District will compensate employees for full unused personal days at the rate of seventy-five dollars (\$75.00) per day.

- d. Employees may have at the discretion of the Superintendent or designated supervisor, if needed, up to two (2) additional days without pay.

D. Family Illness Leave

All classified employees shall receive up to two (2) days leave per year with pay in case of an illness of a member of the classified employee's or spouse/partner's immediate family. Family Illness leave is not accumulative.

E. Sick Leave

1. Every employee shall accrue ten (10) days sick leave or one day per month employed, whichever is greater. A sick leave day shall accrue based on the maximum hours regularly assigned per day. Sick leave usage will be charged on an hour for hour basis.
2. Sick leave may be used in accordance with state and federal leave laws.

F. Personal Leave Transfer

1. An employee may transfer up to one (1) of the District paid personal days per year to another employee's personal leave account for medical emergencies. This leave day may be transferred as one (1) day or as two (2) one-half (½) days.
2. This personal leave day or half day may only be transferred during the time when the personal leave day or half day may be taken by the contributing employee under the provisions of the existing contract.
3. This personal leave day or half day will be transferred upon written notice to and approval of the employee's building principal.
4. Upon transfer of this day or half day, it may not be returned to the employee who transferred it.
5. Such leave shall not accumulate from school year to school year.

G. Legal-Leave

An employee shall be granted leave with pay for services on a jury, or service as a witness in response to a subpoena or other direction by proper authority. Compensation received by the employee for such jury or witness service shall be turned over to the District within ten (10) days. Upon being excused from jury services during any day, an employee shall immediately return to complete their assignment for the remainder of the regular workday. Leave identified in the above provisions does not apply when an employee is involved as a litigant for personal reasons.

H. Paid Family Medical Leave

1. Beginning in September 2023 contributions to the Oregon Paid Family Medical Leave Insurance as an employer-provided benefit will be, the District contributing both the employee portion of 0.6% and the employer portion of 0.4% of employees' gross wages. Should these percentages increase in subsequent years, the District will continue to pay only a maximum of 1% of the required contributions.
2. An Employee who receives a benefit under Paid Family Medical Leave Insurance may elect to use accrued leave to make up the difference between their benefits and their normal salary/wage. Upon receiving written notice of such an election, the Employer shall deduct and apply the number of accrued sick leave or any other paid leave types including the use of vacation hours necessary to ensure that the employee receives their normal salary/wages. The requesting Employee will provide the necessary information related to the leave granted under Workers' Paid Family Medical Leave Insurance to facilitate the Employer's deduction and application of the appropriate leave hours.
3. While receiving PFMI benefits, the District will continue to provide all District-provided insurance benefits (e.g., health insurance) and continue to pay any contributions required by the collective bargaining agreement. Employees are responsible for remitting employee portions pursuant to payroll requirements for continuation of these benefits.
4. Employees' seniority will continue to be credited during any leave covered by the Act. However, an employee's probationary period will be adjusted proportional to their PFMI use if the period of PFMI leave exceeds two weeks to ensure adequate observation time for the District to evaluate suitability for regular status.

ARTICLE 15 COMPENSATION

A. Salary Schedules

The compensation schedule for classified employees is attached to this Agreement. All classified employees shall have their anniversary date, for salary step placement purposes only, established as July 1st for employees hired before January 1st for the school year which follows their year of hire. Those hired after January 1st will have their anniversary date, for salary placement purposes only, established as July 1st of the subsequent year.

For 2023-2024, the compensation schedule for classified employees shall be increased by nine percent (9%).

For 2024-2025, the compensation schedule for classified employees shall be increased by seven percent (7%).

It is agreed that during the length of this Agreement, if in bargaining the certified employee group bargains a successor contract that is more beneficial regarding COLA % (Cost of living adjustment) than is contained in this Agreement, the classified employees will receive the same level of COLA.

B Special Working Conditions

Any employee who periodically perform diapering, regular injections, tube feeding, catheterization, or drawing of blood shall receive five dollars (\$5.00) per hour extra pay for the specific time involved in the actual duty, with a minimum of two (2) hours of pay per day. In order to minimize its expenses, the District reserves the right to re-assign employees that are currently performing such duties.

C. Working Out of Range

An employee who transfers to or is temporarily assigned by the District to a position in a higher classification with greater responsibility shall be considered acting out of classification. The employee shall be entitled to a one pay step increase or the first step of the higher classification, whichever is greater, commensurate with the job. In no case will the pay be less than the salary received for the position the employee regularly maintains. Bus drivers shall be paid based on route assignment.

D. Transfer to Lower Classification – Voluntary

Prior to voluntary or requested transfer, any employee shall be made aware of salary information involved in such transfer. Experience in the District will be considered but may not be the controlling factor in establishing the new salary.

E. Call Back Pay

An employee in the bargaining unit called back to work after completing a scheduled shift shall be guaranteed a minimum of one (1) hour pay at one and one-half (1 1/2) times the regular rate of pay. An employee shall also be paid one and one-half (1 1/2) times the regular rate of pay for all succeeding hours worked. However, the provisions of this Section do not apply to time worked in conjunction with the beginning or ending of a shift.

F. Regular Pay

An employee in the bargaining unit, who is not regularly scheduled to work, shall be paid at their regular rate of pay if called in to work during non-paid vacation times.

G. Show up Pay

1. In the event the District has failed to notify an employee on “stand-by” not to report for work, the employee shall be compensated for one (1) hour of work at their regular rate of pay.
2. The above item will apply only if the supervisor has notified the employee assigned that they are on “stand-by” and must call in prior to reporting to work, and/or notify supervisor where they may be reached.

H. Mileage and Per Diem Allowances

Any employee who has advance authorization from their immediate supervisor to travel on district business shall be reimbursed by the Board for meals, lodging and established mileage allowance (if authorized to use private automobile) in an amount equal to IRS mileage.

I. School Closure – Weather

Scheduled hours shall not be deducted from employee wages if school is canceled because of weather or other unforeseen emergency situations, and employees are told not to report to work. However, the District at its discretion will make up all weather or emergency closure days using the make-up days listed on the adopted calendar with no additional pay to employees. The District may reschedule in-service days as make-up to accommodate make-up dates just prior to school breaks.

1. Ten (10)-month employees normally scheduled to work five (5) days/week will have make-up days scheduled at the end of the school year following their last scheduled workday.
2. Twelve (12)-month employees normally scheduled to work five (5) days/week will have make-up days in place of scheduled non-contract days.
3. For all other employees, make-up days shall be scheduled on Fridays.

J. **Physical Exams**

Physical examinations which are required by the District as a condition of employment will be paid for by the Board, with a designated physician.

K. **Lunch Period**

All employees who work at least five (5) hours per day will be assigned a one-half (1/2) hour unpaid duty-free lunch period per workday. All employees shall receive a fifteen (15) minute rest period during each four (4) hour work period or major part thereof. The rest period is to be taken approximately midway in the work period.

L. **Pay Periods**

All bargaining unit members shall be paid on the 23rd of each month, or the closest preceding workday. All twelve (12)-month employees shall receive twelve (12) payments, beginning on July 23 and ending on June 23 of each fiscal year. All less than twelve-month (12) employees shall receive ten (10) payments beginning September 23 and ending on June 23 of each fiscal year. Employees working less than twelve (12) months shall have the option to have pay periods divided in twelve (12) monthly pay periods. Any less than twelve (12) month employees who wish to choose this option must notify the District Office, in writing, by August 31 each year. After the option has been exercised, the decision shall be binding for the school year.

M. **Longevity Bonus**

Any employee who has completed ten (10) years or more of service with the Glide School District shall receive annually thereafter a longevity bonus as follows:

| | | |
|----------------------|-----------------------------|-------|
| At the completion of | 10-14 years of service | \$150 |
| | 15-19 years of service | \$200 |
| | 20-24 years of service | \$250 |
| | 25-29 years of service | \$350 |
| | 30 years of service or more | \$500 |

ARTICLE 16 DISCIPLINE/DISMISSAL PROCEDURES

Classified school employees shall have the right to be dismissed, demoted or disciplined only for just

cause.

With the exception of verbal warnings and written reprimands, the provisions of this Article are grievable to binding arbitration under Article 21, Grievance Procedure of this Agreement.

| Example of Progressive Discipline Matrix | |
|--|-----------------------------|
| Discipline Level | Action |
| 1 | Verbal Notice/Counseling |
| 2 | Letter of Concern/Direction |
| 3 | Letter of Reprimand |
| 4 | Suspension/Demotion |
| 5 | Last Chance Agreement |
| 6 | Termination |

If the problem is skill or knowledge-based the employee should be given a reasonable opportunity through clearly outlined expectations at each step of the process to correct the deficiency. In the event that training, materials or resources are needed due to a change in job duties or technology, those items will be provided by the District.

ARTICLE 17

HEALTH AND SAFETY

Any employee required by the District to work in a situation the District determines is hazardous will receive adequate training. The District shall supply all proper equipment it deems necessary for the employee's protection. If the District determines proper equipment is not available or training for the employee's protection, it will not require the employee to perform the hazardous duty.

ARTICLE 18

CONTRACT DAYS

Each employee will be notified of their contract days prior to the beginning of the school year including notification of the starting date for the school year. The District reserves the right to make changes to employees' contract days or work schedules with reasonable notice. The District shall notify the chapter president, in writing, of any such changes, and shall bargain the impact.

ARTICLE 19

EARLY RETIREMENT

An employee retiring from the Glide School District who is eligible to retire with PERS may participate in the group medical retiree insurance plan subject to insurance carrier requirements and approval and at no cost to the District. The District will make good faith efforts to secure such insurance carrier approval. The premiums for this insurance coverage shall be paid by the employee.

ARTICLE 20 EVALUATIONS

All regular employees will receive an evaluation every other year by May 1 of the year. The parties agree; however, the content of evaluations is not grievable or arbitrable under the Grievance Procedure Article of this Agreement.

ARTICLE 21 GRIEVANCE PROCEDURES

Definitions

| | |
|-----------------------|--|
| Grievance: | A dispute about the meaning or interpretation of a particular clause of this Agreement, or about an alleged violation of the Agreement. |
| Grievance Procedure: | The exclusive remedy provided by this Agreement to resolve a grievance. Two (2) or more grievances may be combined for processing under this procedure if the District and the Association mutually agree. |
| Grievant: | The person, persons, or the Association making the claim. |
| Immediate Supervisor: | The management person, as designated by the District, having jurisdiction/authority to act over the grievant. |
| Working Days: | Days the District office is open to the public. |

Level I – Principal or Immediate Supervisor

Grievances must be processed within fifteen (15) working days from the occurrence thereof, or if the grievant had no knowledge of said occurrence at the time of its happening then within fifteen (15) working days of the first knowledge or first knowledge of the association. The grievant will first discuss their grievance or complaint with their immediate supervisor, with the objective of resolving the matter informally.

Level II – Superintendent

If the grievant is not satisfied with the disposition of their grievance at step I, they may file a written grievance with the superintendent within fifteen (15) working days following the act or condition which is the basis of their complaint, or if the grievant had no knowledge of said occurrence at the time of its happening, then within fifteen (15) working days of the first knowledge of the grievant or the association. The complaint shall set forth the following information: A statement of the grievance and the facts upon which it is based; the specific Section of the Agreement which was violated; the remedial action requested; and the reason why the grievant considered the decision rendered at Level I unacceptable. The complaint must be signed by the grievant or a member of the association in the event of a group grievance. The superintendent shall communicate his decision in writing within ten (10) working days to the grievant.

Level III – School Board

Within ten (10) working days of receipt of the decision rendered by the superintendent at Level II, the grievant, if not satisfied with the decision of the school board, or if a decision has not been rendered within the above time limit, may appeal in writing to the school board. The school board shall communicate their decision in writing within ten (10) working days to the grievant.

Level IV – Arbitration

If the grievance is not resolved at the school board level, or if a decision has not been rendered within the above time limit, the Association shall have ten (10) working days from the date of receipt of the school board's decision to proceed to arbitration. The appeal shall take the form of a written request that the matter be taken to arbitration.

If the matter is submitted to arbitration, the following rules shall apply:

1. The Superintendent or their representative and the Association or its representative shall promptly meet to select an arbitrator by mutual agreement. If they are unable to agree upon an arbitrator, the arbitrator shall be selected from a list of five (5) randomly selected arbitrators provided by ERB by alternately striking names. The choice of first strike shall be determined by the toss of a coin.
2. Following the selection of the arbitrator, except as may be specifically modified by these procedures; subsequent proceedings shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator may not substitute their judgment for that of an administrator or the Board in matters requiring the exercise of judgment as otherwise provided in this Agreement.
3. The arbitrator shall interpret the Collective Bargaining Agreement and determine if it has been violated. The arbitrator shall be without power or authority to render any decision which violates the terms and conditions of the Collective Bargaining Agreement or on any matter which is not within the scope of these grievance procedures, or which violates or would require violation by either party of any law. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute their discretion for that of the Board in any manner not specifically contracted away by the Board as a part of this Agreement.
4. The arbitrator's decision shall be rendered not later than thirty (30) days from the close of the hearing, shall be in writing and shall contain findings of fact, reasoning,

conclusions of law, and orders regarding the issue submitted to arbitration. The arbitrator's decision, unless it exceeds their power or authority under the terms of the American Arbitration Association, shall, subject to the provisions of Oregon Revised Statutes 243.706, be final and binding upon all parties.

5. All arbitration proceedings, unless waived by both parties, shall be recorded. They shall be transcribed only upon the request of one (1) or both of the parties. If both parties request a transcript, the cost shall be borne equally by the District and the Association. If only one party requests a transcript, that party shall be responsible for the full cost thereof.
6. The arbitrator's fee and expenses, including the expenses of recording the arbitration proceedings, shall be borne equally by the District and the Association. Each party shall be responsible for their own expenses in prosecuting or defending the grievance.

Any decision made under this Agreement at the final level of the grievance procedure shall be the last remedy provided by this Agreement.

Miscellaneous Provisions

1. Any decision made under this Agreement which is termed "non-grievable" shall not be subject to any part of the grievance procedure herein.
2. All parties shall avoid interruption of classroom and/or any other school sponsored activities when implementing the grievance procedure.
3. Every effort will be made by all parties to avoid the involvement of students in the grievance procedure.
4. The time limit in each case or step may be waived by mutual consent. Failure to submit the grievance in accordance with the specified time limits without such mutual waiver shall constitute an abandonment of the grievance. Failure to grieve an issue within the specific time period shall render the issue non-grievable.

ARTICLE 22

PERS PICK-UP

The employer shall pick up the employee's contribution to the Public Employees Retirement System and will, therefore, be responsible for the total PERS contribution.

ARTICLE 23 TERM AND CONDITIONS OF THIS AGREEMENT

- A. This Agreement shall be effective July 1, 2023, and shall remain in full force and effect through June 30, 2025.
- B. Captions appearing in this Agreement are merely article titles and give neither party any rights nor benefits not expressly stated in the language of the Article.
- C. Either party wishing to negotiate a successor agreement shall give written notice to the other party prior to January 15, 2025, of its desire to modify this Agreement.

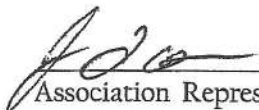
It is intended by the parties that a renewed agreement shall have the same effect as an original agreement between the parties.

- D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Upon execution of this Agreement both parties agree that, except in case of emergency, no items shall be opened for negotiations unless mutually agreed upon. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.

In witness whereof the Association has caused this Agreement to be signed by its President, and the Board Chairman and Superintendent.

has caused this Agreement to be signed by its

OSEA-GLIDE CHAPTER #134



Association Representative

10/16/2023

Date

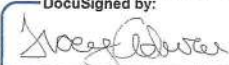


Association Representative
Chapter 134 Executive Officer

12/5/2023

Date

GLIDE SCHOOL DISTRICT #12

DocuSigned by:


FC159D3A62E249
School Board Chair

11/2/2023

Date



Superintendent

10-18-2023

Date

OSEA-Glide School District Contract - 2023-2025

Glide School District #12

Classified Salary Schedule

2023-2024

9% COLA

\$1450 Insurance Cap

\$725 Opt Out

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Mechanic | 24.50 | 25.22 | 25.75 | 26.25 | 26.78 | 27.32 | 27.85 | 28.42 |
| Bus Driver-Tokatee/Diamond Lake | 19.65 | 20.22 | 20.63 | 21.05 | 21.47 | 21.91 | 22.35 | 22.78 |
| Bus Driver-Special Needs | 19.29 | 19.87 | 20.26 | 20.67 | 21.08 | 21.49 | 21.94 | 22.37 |
| Bus Driver-Regular | 18.29 | 18.84 | 19.22 | 19.60 | 19.99 | 20.40 | 20.81 | 21.22 |
| Bus Driver-Trips/Substitute | 18.29 | 18.84 | 19.22 | 19.60 | 19.99 | 20.40 | 20.81 | 21.22 |
| Maintenance Repairman | 21.34 | 21.99 | 22.42 | 22.87 | 23.34 | 23.81 | 24.27 | 24.75 |
| Utility Worker | 18.92 | 19.49 | 19.88 | 20.27 | 20.68 | 21.09 | 21.51 | 21.95 |
| Utility Worker (2) | 20.17 | 20.78 | 21.19 | 21.61 | 22.04 | 22.49 | 22.92 | 23.40 |
| Groundskeeper | 18.92 | 19.49 | 19.88 | 20.27 | 20.68 | 21.09 | 21.51 | 21.95 |
| Custodian | 18.13 | 18.67 | 19.04 | 19.42 | 19.82 | 20.21 | 20.61 | 21.04 |
| Nutrition Services Head Cook | 17.53 | 18.06 | 18.42 | 18.79 | 19.16 | 19.54 | 19.94 | 20.34 |
| Nutrition Services Cook | 15.36 | 15.82 | 16.13 | 16.46 | 16.80 | 17.12 | 17.46 | 17.82 |
| Nutrition Services Asst Cook | 15.36 | 15.82 | 16.13 | 16.46 | 16.80 | 17.12 | 17.46 | 17.82 |
| Educational Assistant | 16.34 | 16.84 | 17.18 | 17.51 | 17.87 | 18.21 | 18.58 | 18.96 |
| Media Assistant | 16.34 | 16.84 | 17.18 | 17.51 | 17.87 | 18.21 | 18.58 | 18.96 |
| Office Manager | 19.49 | 20.07 | 20.47 | 20.87 | 21.29 | 21.71 | 22.15 | 22.60 |
| Secretary | 18.26 | 18.80 | 19.17 | 19.57 | 19.96 | 20.35 | 20.75 | 21.18 |
| Assistant Secretary | 16.34 | 16.84 | 17.18 | 17.51 | 17.87 | 18.21 | 18.58 | 18.96 |

Glide School District #12

Classified Salary Schedule

2024-2025

7% COLA

\$1550 Insurance Cap

\$725 Opt Out

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Mechanic | 26.22 | 26.99 | 27.55 | 28.08 | 28.66 | 29.23 | 29.80 | 30.41 |
| Bus Driver-Tokatee/Diamond Lake | 21.03 | 21.63 | 22.08 | 22.52 | 22.98 | 23.44 | 23.91 | 24.38 |
| Bus Driver-Special Needs | 20.64 | 21.26 | 21.68 | 22.11 | 22.56 | 23.00 | 23.48 | 23.93 |
| Bus Driver-Regular | 19.57 | 20.15 | 20.56 | 20.97 | 21.39 | 21.83 | 22.26 | 22.71 |
| Bus Driver-Trips/Substitute | 19.57 | 20.15 | 20.56 | 20.97 | 21.39 | 21.83 | 22.26 | 22.71 |
| Maintenance Repairman | 22.84 | 23.52 | 23.99 | 24.47 | 24.97 | 25.47 | 25.97 | 26.49 |
| Utility Worker | 20.25 | 20.85 | 21.27 | 21.69 | 22.12 | 22.57 | 23.01 | 23.49 |
| Utility Worker (2) | 21.58 | 22.23 | 22.67 | 23.13 | 23.58 | 24.06 | 24.53 | 25.04 |
| Groundskeeper | 20.25 | 20.85 | 21.27 | 21.69 | 22.12 | 22.57 | 23.01 | 23.49 |
| Custodian | 19.40 | 19.98 | 20.38 | 20.78 | 21.20 | 21.62 | 22.05 | 22.51 |
| Nutrition Services Head Cook | 18.75 | 19.33 | 19.71 | 20.11 | 20.50 | 20.91 | 21.33 | 21.76 |
| Nutrition Services Cook | 16.43 | 16.92 | 17.26 | 17.61 | 17.97 | 18.32 | 18.68 | 19.07 |
| Nutrition Services Asst Cook | 16.43 | 16.92 | 17.26 | 17.61 | 17.97 | 18.32 | 18.68 | 19.07 |
| Educational Assistant | 17.48 | 18.02 | 18.38 | 18.73 | 19.12 | 19.49 | 19.89 | 20.28 |
| Media Assistant | 17.48 | 18.02 | 18.38 | 18.73 | 19.12 | 19.49 | 19.89 | 20.28 |
| Office Manager | 20.85 | 21.47 | 21.90 | 22.33 | 22.78 | 23.23 | 23.70 | 24.18 |
| Secretary | 19.54 | 20.12 | 20.52 | 20.94 | 21.35 | 21.77 | 22.21 | 22.66 |
| Assistant Secretary | 17.48 | 18.02 | 18.38 | 18.73 | 19.12 | 19.49 | 19.89 | 20.28 |