

**Agreement Between
Creswell School District 40
And
Oregon School
Employees Association
Chapter #49**

A Member's Union



AFT Local 6732

July 1, 2022 - June 30, 2025

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PREAMBLE

This agreement made and entered into by and between the Board of Education, Creswell School District 40, Lane County, Oregon, hereinafter referred to as the "Board" or "District," and the Oregon School Employees Association, Chapter No. 49, hereinafter referred to as the "Association".

The intent of this contract is to incorporate the sole and complete agreement reached between the District and the Association resulting from negotiations held pursuant to the provisions of ORS 243.650, as follows on wages, hours, and working conditions.

ARTICLE I: RECOGNITION

A. Bargaining Unit

The District hereby recognizes the Association as the exclusive representative, as defined in ORS 243.650, of all regular full-time, regular part-time classified employees, and assigned long-term substitutes, except supervisory, confidential, per diem, work experience, temporary and substitute workers.

B. Definitions

For the purpose of this agreement, the following definitions will apply.

1. "Employee" will include all employees represented by the bargaining unit.
2. "Regular full-time employee" is one whose assignment requires eight (8) hours a day, forty (40) hours a week for the number of days specified in the school calendar or who works July 1 through June 30.
3. "Regular part-time employee" is one whose assignment requires less than eight (8) hours a day, or less than forty (40) hours a week for the number of days specified in the school calendar. The duties of a regular part-time employee are regularly scheduled and assigned on an annual basis.
4. "Variable hour employee" is recognized by the District as a regular part-time employee whose hours of assignment could vary daily, weekly or monthly. (Typically these employees are bus drivers, food service employees and custodians.)
5. "Probationary employee" means one or more of the following.
 - a. A probationary employee is a newly-hired employee who is required to serve a probationary period for the first twelve (12) months of employment or until all District-required pre-employment screening procedures have been completed, whichever is later, and thereafter will be considered a regular employee.

- b. Employees promoted into a higher classification outside the classification series (i.e., secretary, food service, custodial, etc.) in which the employee is currently employed will serve a probationary period of six (6) months.
 - c. Employees promoted into a higher classification within the same classification series will serve a probationary period of three (3) months.
- 6. "Substitute worker" refers to a per diem (paid on a daily basis) person hired to replace a regular employee who has been temporarily reassigned or is absent from work.
- 7. Assigned Long-Term Substitute - An employee continuously assigned to fill the position of a covered absent employee for more than sixty (60) workdays. Such employee will be eligible for contracted benefits following the sixty (60) workdays of continuous assignment.
- 8. "Temporary worker" refers to a person hired to do temporary work specified under Article I, B.9. Under no circumstances may temporary workers be employed for more than sixty (60) consecutive workdays in one assignment unless the District comes to the Association and requests an extension.
- 9. "Temporary work" means one or more of the following.
 - a. Intermittent or one-time duties or tasks:
 - i. Requiring specialized training, knowledge, skills or abilities not present in the work force or
 - ii. Traditionally performed by workers outside the bargaining unit (e.g. "community service" work assigned by the courts).
 - b. Work of a type ordinarily performed by employees but which cannot be completed by available staff due to a seasonal or temporary increase in the workload, e.g., "summer employment."
- 10. Employment to fill vacant regular bargaining unit positions during the hiring process. The temporary employee does not have job rights. Such employment will be limited to a maximum of sixty (60) workdays. If the vacant bargaining unit position is unable to be filled, the District will inform the Association and request an extension of time. The union will be notified when a temporary worker is hired to do classified employee work.
 - a. "Summer work" means work performed by temporary employees or regular employed, part-year employees that begins after students are dismissed for summer break, as defined by the approved school calendar, and continues for the length of the work or project, not to exceed sixty (60) consecutive workdays.

- b. Temporary employees will be eligible for contracted benefits following sixty (60) days of continuous assignment.
- 11. Immediate Family. For the purpose of this Agreement, immediate family is defined as: employee's spouse, child, foster child, step-child, grandchild, son-in-law, daughter-in-law, parent, step-parent, grandparent, step-grandparent, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, domestic partner, equivalent relatives of the employee's spouse, and any other member of the immediate household.
- C. Any new classifications, determined by the District, will require the parties to negotiate conditions of employment and salary. The District may temporarily establish salary and working conditions subject to subsequent bargaining with the Association.

ARTICLE II: MANAGEMENT RIGHTS

Except as otherwise expressly and specifically limited by the terms of this agreement, the District retains all their customary, usual, and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of the District.

The rights of the employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this agreement, and Oregon Statute and the District retains all prerogatives, functions, and rights not specifically limited by the specific terms of this agreement and Oregon Statute. The District will have no obligation to bargain with the Association with respect to any subjects covered by the terms of this agreement and closed to further bargaining for the term hereof, and any subject that was or might have been raised in the course of collective bargaining but is closed for the term hereof. By way of illustration, the exclusive prerogatives, functions, and rights of the District will include the following:

- A. To determine the services to be rendered to the citizens of the District.
- B. To determine and to follow the District's financial budgetary and accounting procedures.
- C. To direct and supervise all operations, functions, and policies of the departments in which the employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the District as they may affect employees in the bargaining unit.
- D. To close or liquidate any office, branch, operations of a facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.

In cases of direct conflict, this agreement will prevail over contrary policies, rules, regulations or procedures of the District. Nothing contained herein will be construed so as to incorporate policies, rules, regulations, or procedures into this agreement during its term.

ARTICLE III: ASSOCIATION REPRESENTATION RIGHTS

- A. Association Membership. Membership or non-membership in the Association will be the free, independent choice of each employee (member) of the bargaining unit. Association membership will be defined as the tender of regular specified dues required by the Association as the condition of acquiring and retaining membership. Each employee will be freely entitled to withdraw from or acquire membership upon written notice to the District and Association.
- B. Association Representative. The Association will, with the signing of this agreement and as changes occur, notify the District in writing of the name of the Association's authorized representative.
- C. The District will abide by ORS 243.798, 243.802, and 243.804 (HB 2016 procedures).
- D. Time off without pay is allowed for two (2) days each year for three persons appointed by the Association to attend the annual Oregon School Employees Association conference. To qualify for this privilege, names of those attending must be provided to the superintendent two (2) weeks in advance of the meeting.
- E. Association Communication.
 - 1. Bulletin Boards

The district agrees to allow the Association to use designated bulletin board space in each District worksite. All notices, memoranda, and publications will be clearly labeled as Association material and will bear the name and signature of the authorizing Association official.
 - 2. Use of Building Facility

Upon reasonable request, the Association may be allowed use of District facilities for meetings, provided such facility is not required for regular purposes and that the District is reimbursed for any costs (excluding rent) incurred by such Association use and as determined by the District.
 - 3. Use of Equipment

Upon advance request, the Association may be authorized use of District duplicating equipment and material; provided such equipment is not required for regular purposes and that the District is reimbursed by the Association for all costs as determined by the District.
- F. The district shall provide the Chapter President and OSEA's Director of Fiscal Operation with an editable Excel spreadsheet containing the following information, if collected, for each employee in the bargaining unit:

1. The employee's name and date of hire
2. Contact information including:
 - a. Cellular, home and work telephone numbers;
 - b. Personal and work electronic mail address; and
 - c. Home and personal mailing address; and
3. Employment information including the employee's job title, salary, and worksite location

G. Labor Management Committee

1. Not later than October 15 of each contract year, the parties agree to establish a Labor Management Committee.
2. The purpose of this Committee will be to discuss and, if possible, resolve issues that may arise from time to time as regards the implementation and interpretation of this Agreement, as well as other matters which bear on the roles of the District as Management and the Association as an employee advocate and educational organization. Another avowed purpose shall be the enhancement of the quantity and quality of communication between the parties. Specific examples of issues to be discussed include the following;
 - a. Definition of family
 - b. Pay scale index review
 - c. Insurance coverage and benefit distribution
3. The Labor Management Committee shall establish its own meeting schedule with at least one (1) scheduled meeting per quarter. Additional meetings may be scheduled upon request of either party. The date and time of additional meetings shall be set by mutual agreement but shall be scheduled within two (2) weeks of said request, unless both parties agree otherwise. During the employees' summer hiatus, requests for meetings will be honored upon the availability of both parties, but no later than two (2) weeks into the new employee work year. If an emergency should arrive during the employee summer hiatus, at a time when Committee members are not available, the designated representatives of the parties (Superintendent or School Board and Local President) shall be authorized to act in place of the Committee.
4. While the Committee may be asked to deal with certain matters, including potential grievances, it is not the purpose of the Committee to circumvent other established

procedures. If grievances are referred to the Committee, it is expressly understood and agreed that timelines for such matters will be held in abeyance while they are under discussions before the Committee and that no waiver of rights to pursue such matters is implied nor to be inferred.

- a. The Committee shall be comprised of members from the District and the Association. Each party shall be responsible for appointing its own members. The Association retains the right to have an equal number of representatives as there are District representatives on the Committee.
 - b. Decisions of the Committee are to be made using the consensus model used in the non-traditional bargaining model.
5. Any recommendations reached by the Committee which do, or may, impact the provisions of this Agreement shall be subject to the ratification procedures established by the parties respectively to include Board ratification prior to the decision taking effect.

ARTICLE IV: SENIORITY

Seniority, as used in this agreement unless otherwise specifically stated, will mean a regular employee's total length of continuous service with the District measured from the first day of actual service in a regular position. All authorized leave with pay and/or OFLA/FMLA leave will be considered as continuous employment for the purpose of computing seniority. An employee will lose all seniority credit in the event of voluntary or involuntary termination, retirement or layoff for more than twenty-seven (27) months. An employee who is laid off and who is subsequently reinstated, will have their full seniority earned prior to layoff restored, but will not earn seniority during his/her layoff status.

ARTICLE V: EMPLOYMENT RIGHTS

- A. Dismissal, disciplinary suspension or disciplinary demotion of permanent (non-probationary) employees will not be done without just cause with the exceptions of the following acts or similarly gross acts which would be cause for immediate dismissal:
 1. Gross insubordination, Conviction of a felony.
 2. Use of alcohol or drugs (non-medicinal) on the job or immediately before reporting to work.
- B. An employee who has received notice of possible dismissal may be immediately suspended pending an investigation and application of due process.
- C. Procedural due process will be defined for purposes of this article to be:
 1. Prior written notification of charges

2. An opportunity to discuss the matter with the supervisor and respond to charges in writing.
3. Right to have representation during this process.
4. A meeting with the board upon written request.

ARTICLE VI: NO STRIKE

- A. The Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work during the term of this agreement. The Association recognizes and agrees that disciplinary action, including discharge, may be taken by the district against any employee or employees engaged in a violation of the provisions of this article.
- B. In the event of a strike or other work action in any form, either on the basis of individual choice or collective employee conduct, the Association will make every effort including public appeals to secure an immediate and orderly return to work. This obligation and the obligation set forth above will not be affected or limited by the subject matter involved in the dispute giving rise to such work action.
- C. Members of the bargaining unit agree that they will not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty during the life of the contract.
- D. The district agrees not to "lockout" employees as a result of any labor dispute arising during the term of this agreement.

ARTICLE VII: LAYOFF

- A. A layoff is any temporary or permanent deletion of a classified employee position or the permanent reduction of an employee's hours or workdays.
- B. If the District determined the need for a permanent reduction in its work force, notice of not less than two (2) weeks will be provided to employees to be laid off. The District and the Association will meet, discuss, and share any pertinent information concerning the layoff prior to the employee notice. While the District reserves the right to determine positions to be eliminated, layoffs within each affected job classification will be determined on the basis of seniority within such job classification. Specifically, employees with least seniority will be laid off first. Where job classification dates are the same, District seniority will apply. No permanent employees will be laid off within a job classification when there are probationary, temporary, and substitute employees in such classification.

- C. Employees lacking seniority in one classification, but having seniority in another classification, will have the option to bump the least senior employee in the alternate classification. The employee must inform the District within five (5) workdays if they opt to bump. When an employee bumps into a different paying position during a layoff, their rate of pay will be at the step of the new salary range that most closely reflects his/her seniority in that category at the time of layoff. An attempt will be made to maintain the employee's current work load and schedule.
- D. If two or more employees subject to layoff have equal seniority, the determination as to who will be laid off will be made on the basis of greater total length of service within the District as per the first day of paid status in a regular position. Employees with a common seniority date will have layoff seniority established by a drawing of lots to establish their recall placement. Drawing lots for recall will occur prior to the implementation of the layoff. Drawing of lots will be performed on behalf of the affected employees by the OSEA Chapter #49 president or their designees. The outcome of the drawing will then become the employee's permanent layoff seniority.
- E. Employees who have been laid off or have bumped into a different classification will be placed on numerical recall lists and will be recalled according to such list as openings for which they meet qualifications become available. Layoff status will automatically terminate twenty-seven (27) months after the effective date of such layoff. No new employees will be hired into classifications from which employees are laid off and remain qualified for. Notice of recall will be made by certified mail. Failure to timely respond to recall, the maximum being ten (10) working days, will be considered as immediate voluntary termination. Employees on recall list must keep the District updated on current address to retain recall rights.
- F. Opportunity to Apply for Posted Vacancies. During the period of time that an employee is on a recall list they will be considered as an active employee for the purpose of bidding/applying on posted vacancies. It will be the responsibility of the individual to obtain data on job vacancies.
- G. Paid Leaves Upon Recall: Following recall the employees paid leaves (referred to in Article XII) accumulated prior to layoff will be restored. No leave will be accrued during layoff.

* Working days, for the purpose of this agreement, will mean non-holiday weekdays.

ARTICLE VIII: MEALS AND REST PERIODS

Meal Period: All employees working five (5) continuous hours or more will be granted a 30-minute unpaid, duty free, meal period. If an employee is required to remain on call or duty, they will retain the 30-minute meal period as paid hours of work.

Rest Periods: Each employee will receive a fifteen (15) minute paid rest period during each four (4) consecutive hour period of service.

ARTICLE IX: NOTICE OF VACANCIES

- A. The District will make available to the Chapter a list of all non-certified job openings. The District will post opening notices on the District website and in District Buildings on staff room bulletin boards. The District agrees to send a copy of each job posting to the Chapter President or their designee during the summer recess period.
- B. The district will give first consideration for additional hours to current employees without the need for posting those hours as an open position. No posting is required adding up to two (2) hours a day or ten (10) hours a week to a present employee's position. The District will consider adding hours to qualified current employees by seniority, as specified in Article IV (Seniority), and by employee's schedule of availability when additional hours are needed. The administrator/supervisor will assign additional hours according to the needs of the students and the building. The President of the Association will be notified when additional hours are available by email.
- C. Selections will be based on objective criteria used to determine the skills and abilities to perform the functions of the job and the best applicant possible (internal or external) will be hired. However, the District recognizes that the presence of promotional opportunities does have a substantial favorable impact upon employee morale and the retention of its most qualified employees. Accordingly, the District intends to offer promotional opportunities to those employees within the District who are qualified whenever possible.
- D. Every qualified unit member will be granted an interview, with the preference given to the unit member when all other considerations are equal. Seniority, as defined in Article IV, will be one evaluative factor in the appointment of personnel to vacancies only when two (2) internal candidates are the most qualified and are equal. An employee, who was an applicant and not selected for an open position, may, upon written request within five (5) workdays, be given the reasons they were not selected in writing within ten (10) workdays of receipt.
- E. Temporary Summer Work. The District will give first consideration for temporary summer work to qualified employees whose regular work year-ends prior to the beginning of summer temporary work.
- F. New Positions. When the District creates new positions, it will give notification and a copy of the position description including the tentative salary and working conditions to the Association. Such salary and working conditions will be subject to negotiations with the Association.

ARTICLE X: LEAVES

A. Vacation

1. All regular twelve (12) month employees will be entitled to paid vacation. New twelve (12) month employees will not be entitled to vacation until they have completed six (6) months of continuous service; but will be entitled to the prorated share of this vacation time upon completion of six (6) months continuous service.

Annual leave will be accrued at the following rates:

One to five years employment	10 working days
Six years	11 working days
Seven years	12 working days
Eight years	13 working days
Nine years	14 working days
Ten years	17 working days

All vacation leave must be approved by the immediate supervisor with consideration for the needs of the District operation. Vacation leave shall be approved and allowed for all employees wishing to use it as equitably as practicable.

A recognized holiday occurring during an employee's vacation may be extended accordingly. With the superintendent's approval, accrued and unused leave maybe carried over for one (1) year. In the event of an employee's death, accrued vacation will be paid to the estate of the deceased employee.

2. Regular, full-time employees (eight (8) hours a day, eleven (11) months per year) in the classifications of secretary and assistant secretary will begin to accrue vacation beginning with the date of hiring. Such accrual rate will be based on the annual rate of ten (10) working days per year and will be provided in the form of pay at the employee's regular hourly rate during the period when the employee would not otherwise receive compensation.

B. Sick Leave

1. All employees will accrue sick leave as an insurance against the impact of personal illness or injury. Full-time twelve (12) month employees will be granted twelve (12) days each fiscal year, and employees who serve a fraction of the fiscal year and/or a fraction of the regular workday will receive sick leave benefits on a prorated basis. Computation will be based on a single work day reporting schedule and the number of days reporting. Unused sick leave will accumulate to an unlimited total.
2. An employee whose term of illness extends through June 30 of any given fiscal year and at that time has not used up all accumulated sick leave will continue to receive paychecks against prior years accumulated sick leave. However, in these cases, such employee's sick leave will not be credited for additional hours in the new fiscal year

until they have returned to work. An employee with an illness covered by accumulated sick leave benefits will be subject to disciplinary action, if other unauthorized employment is undertaken while off the job.

3. An employee will not consider sick leave as a right which allows absence at any time for other than the reasons set forth in this article. Unless the District has reason to believe that sick leave is being abused, certification of one (1) or more physicians that an illness or injury prevents an employee from carrying out their duties will not be required unless the employee is absent in excess of five (5) consecutive days. If medical evidence indicates an employee can return to their duties, they will return or in continued absence, be terminated. Sick leave will not be considered available as terminal leave, either in time or in dollars, except as reported to the Public Employees Retirement system upon retirement.
4. Ten (10) sick leave days may be used for absence due to illness or accident of the employee's immediate family member (see Article I, B. 11). Additional days may be taken with the superintendent's approval.
5. Workers' Compensation

The District will comply with Workers' Compensation guidelines and laws.

C. Bereavement Leave

Up to five (5) paid leave days will be allowed at any one time in the event of death of an employee's immediate family member (see Article I, B. 11). The Superintendent will grant one (1) day in the event of the death of an employee's friend or relative outside the employee's immediate family as defined in Article 1, B. 11. In the event of the death of an employee or student in Creswell School District, the principal or immediate supervisor of said employee or student will grant to an appropriate number of employees sufficient time off to attend the funeral. Leaves taken under this section will not be deducted from accrued sick leave.

D. Personal Leave

Two (2) days leave of absence will be granted for personal reasons that require absence during school hours. Notice to the employee's Principal for personal leave shall be made at least one (1) day before taking such leave (except in case of emergencies). With the consent of the employee's principal, one (1) personal leave day may be taken the day before or after a holiday, professional leave day, or recess period (Thanksgiving, Winter or Spring Break). Employees may not use two personal leave days in connection with any one holiday, professional leave day or recess period. Personal leave may not be taken during the first two weeks or the last two weeks of the school year, unless the employee has no control over the scheduling of the event/activity being attended.

E. Court Leave

If an employee is called for jury duty or is subpoenaed as a witness in a court case in which they are personally not involved, they will be entitled to paid leave for hours of work necessarily lost as a result of the court appearance or duty. Any remuneration resulting from such appearance will be turned over to the District. This does not include remuneration for travel or subsistence.

F. Leave Without Pay

The District may allow a one (1) year leave of absence to an employee who has been employed for five (5) continuous years in the Creswell School District. Approval of such leave will be contingent upon the availability of a satisfactory replacement. No loss of position on the salary schedule will be suffered by the employee. However, credit toward step advancement, if applicable, will not be allowed for the period of absence.

An employee returning to the District following a leave of absence without pay will be assigned to their former or an equivalent position within their classification as they are eligible due to their District seniority.

G. Family and Medical Leave

Nothing in this agreement shall limit in any way the rights and privileges granted to employees under Oregon Family Leave Act (OFLA) or Family Medical Leave Act (FMLA).

ARTICLE XI: HOLIDAYS

A. Paid days will include the following holidays when they occur within the employee's regular work schedule:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas Eve Day
Christmas Day*
New Year's Day
Martin Luther King Jr. Day
Memorial Day

B. *Christmas Day will be considered a paid holiday for all employees even though it does not fall within the regular work schedule of "less than twelve (12) month" employees.

- C. When a contract holiday falls on Saturday, the previous Friday will be granted as a day off with pay. When a contract holiday falls on Sunday, the following Monday will be granted as a day off with pay.

ARTICLE XII: COMPENSATION / REIMBURSEMENT

A. General

Employees will be compensated during the term of this agreement consistent with the attached salary schedules which by reference are incorporated into and made part of this agreement.

B. Entrance Pay Rates

Original appointment to any position in the bargaining unit will be based on pay equity.

C. Advancement Within a Pay Range

New employees below the top step of their assigned range who have completed at least ninety (90) calendar days continuous employment will receive a "step" increase on July 1. Thereafter, employees below the top step will receive a step increase effective July 1 of each year this agreement is in effect.

D. Promotion

If an employee is promoted by the District to a different classification, the employee will be moved effective with date of assignment to the step in the new classification that is next higher pay step than their present rate or the first step on the new salary range, whichever is greater. Upon request within sixty (60) working days following promotion, an employee will be allowed to revert to their previous position and step.

E. Promotion Outside of Bargaining Unit

If an employee is promoted to a position outside the bargaining unit, they may return to the bargaining unit. In such case, the employee would retain the seniority that they had accrued at the time of promotion.

F. Acting Assignment

Employees temporarily assigned by the District to replace an absent employee who is in a higher classification will assume all the duties and responsibilities of the assigned position and be considered acting out-of-classification. On the first day of said assignment an employee will be entitled to the rate of pay that is the comparable step in the new classification range which provides a salary one (1) step higher than the salary they were receiving prior to the assignment, or the rate of the first step of the new classification range, whichever is greater for the remainder of the assignment.

G. Fill-in Assignments

Classified staff members, who are available to add work hours to their regularly assigned schedule, will be provided with the first opportunity to accept such an assignment for another classified employee in the same classification (typically EA, bus driver and food service employees). If the classified staff member accepts, they will be compensated on the same step that they were on. If available classified staff members reject the assignment at the time of the request, the District may hire a substitute from outside the bargaining unit.

H. Wage Rates

Effective July 1, 2022 through June 30, 2025, the salary schedule increases will be reflected in the attached salary schedules in appendices A, B, and C.

I. Step Increase

The term of the agreement between Chapter No. 49 of the Oregon School Employees Association and the Creswell School District is from July 1, 2022 to June 30, 2025. Employees, who are eligible, in accordance with Article XIV.0 (Advancement Within a Pay Range), receive a "step" increase on July 1st of each year of this agreement.

Any increase in the hourly wage schedule, negotiated as part of a successor agreement, be retroactive to July 1st of each year of this agreement.

J. Longevity

As of July 1, 2022, and beyond, any classified employee who has finished 14 uninterrupted years of service with the District, and is beginning year 15 will be provided with a one-time three (3) percent "loyalty step." That loyalty pay increase will be folded into regular monthly paychecks and that additional increase will continue each year but will NOT go up an additional 3% each succeeding year. That is, employees so situated will receive this one-time but continuous pay increase throughout the remainder of their uninterrupted career.

K. Transportation Extra Compensation

Each bus driver will be paid their hourly wage for washing a bus when directed to do so by their supervisor.

Extra trips will be paid at the employee's regular rate of pay. If an extra trip overlaps a regular time assignment, the bus driver's rate for the overlapped period of time will be paid on the basis of the driver's regular straight time pay. Since overlapped time is to be paid in this way, overlapped time will not be submitted as part of the extra trip time.

Qualified eight (8) hour day employees will be used as extra trip bus drivers when necessary. Time beyond a forty (40) hour week on extra trips will be paid overtime in accordance with the extra trip schedule of pay for regular bus drivers. Eight (8) hour employees will be paid overtime at the base rate of the bus driver salary schedule when it is necessary to drive regular runs.

L. Compensation for Cancelled Trips / Assignments

If a trip or other assignment is cancelled and the classified employee is not notified prior to showing up to fulfill that trip or assignment, that classified employee will be compensated for (2) two hours of the employee's current wage.

M. Variable Hour Employees

The District and Association agree all variable hour employees will:

1. Earn holiday pay based on the employees' assigned hours.
2. Be paid for holidays based on the employees' assigned hours.
3. Earn personal leave based on the employees' assigned hours.
4. Be paid for personal leave based on the employees' assigned hours.
5. Accrue sick leave based on the employees' assigned hours.
6. Be paid for sick leave based on the employees' assigned hours.
7. Be paid for health benefits based on the average hours worked the previous year.
8. Have fill-in assignments (XIV G supra) calculated for benefits.
9. Earn vacation leave based on the average hours worked the previous year.

N. Other Compensation and Employee Expenses

10. Physicals

The District will pay for any physical examination required by the District.

11. School Travel

Employees required to use their personal automobiles while performing school duties such as, errands, interschool assignments, transporting students, etc., will be reimbursed for mileage at the District rate.

The District will provide liability insurance protection for employees when their personal automobiles are used as provided above.

12. Uniform Requirements/Allowances - Food Service Employees

- a. Food service employees will wear the type of uniform and shoes designated approved by the District.
- b. Required work aprons will be furnished by the District and maintained by the employee.
- c. Food Service employees required to wear special uniforms and shoes will be provided a two hundred (\$200) dollar per year uniform allowance. (Receipts required for reimbursement.) New employees will be entitled to the special uniform and shoe allowance after completion of the six (6)-month probationary period (receipts required for reimbursement).
- d. When required by law, the District will provide training, testing, and licensing fees for food service employees.

13. A meal allotment will be paid at the end of the first five (5) hours of extra trips and/or professional development training out of the district, again, at four (4) hour intervals—not to exceed three (3) meals in a twenty-four (24) hour period. The meal interval will start from the beginning of extra trips or training. Meal allotment will be fifteen dollars (\$15) for breakfast,-fifteen dollars (\$15) for lunch, and twenty dollars (\$20) for dinner.

For lodging outside the district, classified employees will be reimbursed up to the negotiated district/conference rate or one hundred dollars (\$100) per night whichever is less.

14. If all District schools are closed due to emergency, employees directed by the District will report for work. Other employees will not report if students are directed not to come to school.

If one or more, but not all, District schools are closed due to emergency, effected employees only will report for assignment.

If all District students are dismissed early due to emergency, employees so directed may be dismissed without loss of pay when the District determines that student safety and District property have been secured.

If all District schools are closed due to emergency during the employees' work year, employees will have the following options:

- a. Report for work if the District determines work is available, or
- b. take paid vacation or non-contract days, or
- c. take paid personal leave, or
- d. take a pay deduction. For employees that select this option, the District shall provide one (1) day of optional professional development maximum one (1) day annually. The District shall provide options for employees to distribute multiple-day deductions across pay periods.

Employees are required to fill out the District's "Verification of Absences Form" showing which option chosen. The District will assume that d. is the option unless otherwise notified.

The District, in its sole discretion, may schedule additional work time for employees who miss work due to emergency closures, may make up the time outside the regular workday or workweek if the District determines work is available. No overtime pay will be earned for such make-up time.

- 15. Classified employees will be compensated, at regular pay rate, for serving on board approved committees for the District outside of regular working hours.

It is understood that only committee work approved by the Labor Management Committee or the Board will be compensated. All compensation requests must be submitted by June 5th.

Compensation will be limited to two (2) classified employees per approved committee. The employee is responsible to submit compensation requests.

O. Method of Payment

All 10-month employees shall be paid in ten (10) installments beginning with the September payroll and ending with the June payroll unless they notify the district in writing by July 15th for the following school year. All 11-month employees shall be paid in eleven (11) installments beginning with the August payroll and ending with the June payroll unless they notify the district in writing by July 15th for the following school year. With written notification to the District, 10/11-month employees may choose to be paid in twelve (12) installments beginning with the August payroll for 11-month employees and the September payroll for 10-month employees and ending with a balance of contract to be paid in June for 10/11-month employees.

ARTICLE XIII: PERSONNEL FILES/EVALUATIONS

A. Personnel Files

Personnel record of an employee in the bargaining unit will be maintained in the District's personnel files. Such personnel records will not contain any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material or a statement by the employee's supervisor that he/she has been shown the material and has refused to sign or initial such material.

Letters of caution, consultation, warning, admonishment and reprimand will be considered temporary contents of the personnel records. Employees may submit a written request to remove and destroy such materials that have been in the file at least three (3) years. This provision is subject to Oregon Administrative Rule 166-300-0040 (9)

An employee will have the right to attach a written statement of explanation to any material which the employee believes to be incorrect or derogatory. An employee's personnel records will be available for inspection upon their request.

B. Evaluations

The District agrees to evaluate each permanent employee at least once during each year of regular employment. The administrator or supervisor will provide two copies of the evaluation: One (1) copy is to be signed and retained by the administrator or supervisor, the other is to be retained by the employee. The employee will have the opportunity to respond in writing if he/she so chooses within ten (10) working days.

C. Unsatisfactory Performance Procedure

In the event of unsatisfactory performance, the following procedure will apply:

1. The supervisor will inform the employee when poor performance is observed and relate what is expected. The employee will receive the above in writing.
2. If unsatisfactory performance continues, the employee may be placed on a plan of assistance which will allow reasonable time for improvement in accordance with Article V. Employees on a plan of assistance will receive a written evaluation at the midpoint and the end of their plan of assistance.
3. When performance improves to satisfactory or better, the employee will be accorded all rights and benefits. Notification will be in written form with the original to the employee and a copy to the personnel file.
4. If performance does not improve, the District may take further dismissal action according to Article V.

The employee will have the right of representation during this process.

D. Probationary Evaluations

Probationary employees will receive a written evaluation at the midpoint and the end of their probationary period.

ARTICLE XIV: OVERTIME

- A. Employees assigned to work in excess of forty (40) hours in any workweek will be entitled to overtime. Overtime is pay or compensatory time off at the rate of time and one-half. All overtime must be pre- approved including prior agreement between the supervisor and employee regarding the form of overtime compensation.
- B. In the event that sufficient acceptable personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional personnel as are deemed necessary by the District will be required to work overtime.
- C. To the extent determined feasible by the District's supervisors, employees will be provided advance notice of overtime assignments.
- D. Employees "called back" to work outside their regular working hours will be compensated for at least two (2) hours.
- E. Employees who supervise students or activities for short term extra duty assignments will be compensated according to the Certified Employees Supervision hourly rate, regardless of how many hours have been worked in their regular assignment that day or week.

ARTICLE XV: INSURANCE

- A. For employees working four (4) or more hours per day in a five (5) day work week or twenty (20) or more hours per week, the District shall make the following base contributions toward group insurance benefit options:

2022-23	\$1,060
2023-24	\$1,120
2024-25	\$1,180

- B. The District's base contribution per employee toward group insurance benefit options will be calculated on a prorated ratio of the employee's scheduled daily work hours compared to the normal eight (8) hour workday. If the cost of the group insurance benefit options is greater than the District's calculated base contribution, then the District and classified employee shall split 50-50 the cost over the calculated base contribution.

The maximum District contribution per employee toward group insurance benefit options shall be limited, as follows:

2022-23	\$1195
2023-24	\$1255
2024-25	\$1315

Bargaining unit members who are eligible to receive a district contribution toward insurance may choose to opt-out of the district insurance program and in lieu of the insurance contribution receive a monthly stipend of \$300 a month, subject to all applicable taxes. This amount shall be prorated for members who are less than 1.0 FTE. In order to opt-out, bargaining unit members must provide proof of other medical coverage. Members will only be allowed one (1) opportunity annually during open enrollment to opt-out. The opt-out decision must be made annually and once made cannot be revoked unless the other medical coverage is lost.

- C. The Association and District, working in an insurance benefits committee, will determine the group insurance options available to members of the Association.
- D. The District's monthly contributions will continue through the summer "vacation period" so long as the District and the employee have a reasonable expectation that such employee will be employed for the following school year.
- E. The District will adhere to the Consolidated Omnibus Budget Reconciliation Act (COBRA).

ARTICLE XVI: PERS PICK-UP/RETIREMENT

The District will pay the six percent (6%) employee contribution to PERS.

ARTICLE XVII: ENTIRE AGREEMENT

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 not removed by law from the area of employment relations, 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. This agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. In acceptance of this agreement the Association agrees that all prior agreements, conditions, practices, customs, usages, and obligations are completely superseded and revoked to the extent deemed desirable by the District insofar as any such prior agreement, condition, practice, custom, policy, usage, or obligation is not contained and specifically expressed in this agreement. The Association and the District, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter which was or might have been raised in the course of negotiating this agreement but which is not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this agreement.

ARTICLE XVIII: SEPARABILITY OF CONTRACT PROVISIONS

In the event that any provision of this agreement should, at any time during its effective period, be declared unlawful and unenforceable by a court of competent jurisdiction, such decision will apply only to the specific article, section, or portion thereof directly specified in the decision. Upon request of either party, the affected portion will be negotiated. Such decision will not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions of this agreement not declared unlawful, and the agreement as a whole, will remain in full force and effect for the term thereof.

ARTICLE XIX: TERM OF AGREEMENT

This contract will be effective July 1, 2022, or on its date of execution whichever is later, and remain in effect through June 30, 2025. Either party will file written notice with the other no later than February 1, 2025, of its desire to negotiate a successor contract. Neither party will be obligated to begin negotiations toward a successor contract prior to March 1, 2025.

ARTICLE XX: SITE COUNCILS

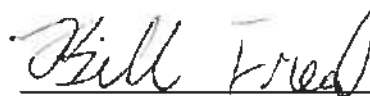
Any program plan/implementation that results from a site council:

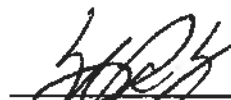
- A. Will not violate any District policy, and;
- B. Will not alter, amend, or modify any provision of this Agreement.

ARTICLE XXI: EXECUTION / SIGNATURES


Executed this _____ day of _____, 2022, at Creswell, Oregon by the officers and by the authority of, and on behalf of, the Creswell Board of Education and Chapter No. 49 of the Oregon School Employees Association.


For the Association:

 6/11/22
Bill Freid Date
Chapter 49, President

 7/1/22
Steve Bears Date
OSEA Field Representative

For the District:

 7/10/2022
Mike Johnson Date
Superintendent

 7/7/22
Lacey Risdal Date
Board of Directors

APPENDIX A: SALARY SCHEDULE

2022-2023

1.02	Bus Driver	Kitchen Manager	Lead Cook	Cook Assistant	Custodian	Maint/YTP/Technology/ FRC/FSS/Homeless/ SLPA/ Mechanic	Sec II	Specialized EA	Sec I/EA/ Library Aide/CMA	EA Supervision/ Bus Aide	Campus Spv
1	17.25	16.25	15.15	14.15	15.80	19.15	16.30	16.15	15.00	14.15	15.33
2	17.77	16.74	15.60	14.57	16.27	19.72	16.79	16.63	15.45	14.57	16.98
3	18.30	17.24	16.07	15.01	16.76	20.32	17.29	17.13	15.91	15.01	18.55
4	18.85	17.76	16.55	15.46	17.27	20.93	17.81	17.65	16.39	15.46	19.50
5	19.42	18.29	17.05	15.93	17.78	21.55	18.35	18.18	16.88	15.93	20.82
6	20.00	18.84	17.56	16.40	18.32	22.20	18.90	18.72	17.39	16.40	21.84
7	20.60	19.40	18.09	16.90	18.87	22.87	19.46	19.28	17.91	16.90	22.94
8	21.22	19.99	18.63	17.40	19.43	23.55	20.05	19.86	18.45	17.40	23.93
9	21.85	20.59	19.19	17.92	20.01	24.26	20.65	20.46	19.00	17.92	25.20
10	22.51	21.20	19.77	18.46	20.62	24.99	21.27	21.07	19.57	18.46	25.94

APPENDIX B: SALARY SCHEDULE

2023-2024

1.025	Bus Driver	Kitchen Manager	Lead Cook	Cook Assistant	Custodian	Maint/YTP/Technology/ FRC/FSS/Homeless/ SLPA/ Mechanic	Sec II	Specialized EA	Sec I/EA/ Library Aide/CMA	EA Supervision/ Bus Aide	Campus Spv
1	17.68	16.66	15.53	14.50	16.20	19.63	16.71	16.55	15.38	14.50	15.71
2	18.21	17.16	15.99	14.93	16.68	20.22	17.21	17.05	15.84	14.93	17.40
3	18.76	17.67	16.47	15.39	17.18	20.82	17.72	17.56	16.31	15.39	19.01
4	19.32	18.20	16.97	15.85	17.70	21.45	18.26	18.09	16.80	15.85	19.98
5	19.90	18.75	17.48	16.33	18.23	22.09	18.80	18.63	17.30	16.33	21.34
6	20.50	19.31	18.00	16.81	18.77	22.76	19.37	19.19	17.82	16.81	22.38
7	21.11	19.89	18.54	17.32	19.34	23.44	19.95	19.77	18.36	17.32	23.51
8	21.75	20.49	19.10	17.84	19.92	24.14	20.55	20.36	18.91	17.84	24.53
9	22.40	21.10	19.67	18.37	20.52	24.87	21.16	20.97	19.48	18.37	25.83
10	23.07	21.73	20.26	18.92	21.13	25.61	21.80	21.60	20.06	18.92	26.59

APPENDIX C: SALARY SCHEDULE

2024-2025

1.025	Bus Driver	Kitchen Manager	Lead Cook	Cook Assistant	Custodian	Maint/YTP/Technology/ FRC/FSS/ Homeless/ SLPA/ Mechanic	Sec II	Specialized EA	Sec I/EA/ Library Aide/CMA	EA Supervision/ Bus Aide	Campus Spv
1	18.12	17.07	15.92	14.87	16.60	20.12	17.13	16.97	15.76	14.87	16.11
2	18.67	17.58	16.39	15.31	17.10	20.72	17.64	17.48	16.23	15.31	17.84
3	19.23	18.11	16.89	15.77	17.61	21.34	18.17	18.00	16.72	15.77	19.49
4	19.80	18.66	17.39	16.24	18.14	21.99	18.71	18.54	17.22	16.24	20.48
5	20.40	19.22	17.91	16.74	18.68	22.64	19.27	19.10	17.74	16.74	21.88
6	21.01	19.79	18.45	17.23	19.24	23.32	19.85	19.67	18.27	17.23	22.94
7	21.64	20.39	19.01	17.76	19.82	24.02	20.45	20.26	18.82	17.76	24.10
8	22.29	21.00	19.58	18.28	20.42	24.74	21.06	20.87	19.38	18.28	25.15
9	22.96	21.63	20.16	18.83	21.03	25.49	21.69	21.49	19.96	18.83	26.47
10	23.65	22.28	20.77	19.39	21.66	26.25	22.34	22.14	20.56	19.39	27.26

APPENDIX D: GRIEVANCE FORM

The purpose of the Grievance Procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any differences at the lowest possible level in the Grievance Procedure, and there shall be no suspension of work or interference with the operations of the school system. This form is to be used to facilitate the grievance process, as provided in Article XI of the Collective Bargaining Agreement. The Union will be notified of all grievances to ensure resolutions do not violate the contract.

Definitions.

Grievance: A difference of opinion by a classified employee or the Association concerning the interpretation or alleged violation of a specific provision of the agreement.

Day or Working Day: a day on which the District Office is open.

Grievance Guidelines

1. The grievant has the right to represent themselves to step 4 or to be represented by the Association at all stages of the grievance/arbitration procedure. The Association will have the right to be present at all stages of the procedure.
2. The number of days indicated at each level will be considered as a maximum. The time limits specified may, however, be extended by mutual agreement. Failure by the employee to submit the grievance in accordance with these limits without such waiver will constitute abandonment of the grievance. Failure by the District to submit a reply within the specified time limits will permit the aggrieved grievant to proceed to the next level.

Grievances will be processed in the following manner and within the stated time limits. Grievances not filed within the time limits stated at each step of the procedure shall be deemed waived.

Step One, Informal Discussion

The first step toward resolution is to schedule an informal meeting with the building principal or immediate supervisor within ten (10) working days from the occurrence thereof or of the employee's first knowledge thereof, as appropriate. If meeting with the person makes you uncomfortable, you may have an OSEA representative assist you, or proceed directly to step two. If an informal meeting was held, note the date here: _____. If the grievance is resolved at this step, the matter is considered closed. If the grievance is not resolved, the aggrieved may proceed to step two. Paperwork from step two and beyond shall be completed in duplicate, with each party receiving a signed copy.

Step Two, Immediate Supervisor or Building Principal Level

If the grievance is not resolved at step one and the grievant wishes to pursue the matter, the matter shall be reduced to writing and signed by the grievant. Step two shall provide a clear and

concise statement of the alleged grievance, including the facts upon which it is based, the issues involved, the OSEA Collective Bargaining Agreement provisions involved, and relief requested. You may attach the information in a different format, but include all the information requested here. You must submit the grievance within ten (10) working days of the occurrence or when you first became aware of the fact(s); or within ten (10) working days beyond the informal meeting date in step one. Such supervisor or principal will respond to the grievance no later than ten (10) working days after receiving the written grievance.

A. To:

Name of Immediate Supervisor or Principal: _____

Grievant Name: _____

Address: _____

Phone Number: _____

State the facts, issues, or provisions (supportive documents may be attached): _____

State the relief you are requesting: _____

Grievant Signature: _____

Date: _____

Immediate Supervisor (IS) or Building Principal (BP) Signature:

Date Received: _____

B. Decision of IS or BP (committed to writing within ten (10) working days):

IS or BP Signature: _____

Date Response Returned: _____

C. Grievant Date of Receipt from IS or BP: _____

Grievant Signature: _____

If the grievant is satisfied with the written response, the matter is considered resolved. If the grievant is not satisfied, s/he may proceed to step three.

Step Three, District Superintendent Level

Step three is received by the Superintendent. The grievance is properly filed with the Superintendent if it is received within ten (10) working days after the receipt of the response from step two. The Superintendent or their representative will respond to the grievance in writing within ten (10) working days.

A. To:

Name of Superintendent: _____

Your Name: _____

Statement Regarding Dissatisfaction at step two:

Relief Requested: _____

Date Submitted to Superintendent or Designee (see instruction): _____

Grievant Signature: _____

Date: _____

Supt. Or Designee Signature: _____

Date: _____

B. Superintendent's Written Response (within ten (10) working days):

Superintendent's Signature: _____

Date Returned: _____

C. Grievant Date of Receipt From Superintendent: _____

Grievant Signature: _____

If the grievant is satisfied with the Superintendent's response, the matter is considered closed. If the grievant is not satisfied, the matter may be forwarded to arbitration.

Step Four, Arbitration

If, after five (5) working days from receipt of the superintendent's reply the grievance remains unresolved, the grievant may, within ten (10) working days, request of the Association that the grievance as filed in Step 2 be submitted to arbitration. If the Association so determines, it may

submit the grievance to arbitration within five (5) working days after receipt of the request from the aggrieved. The District will be sent a copy of the request for arbitration.

When a timely request has been made for arbitration, the parties or their designated representatives will attempt to select an impartial arbitrator. Failing to do so, they will, within ten (10) working days of the appeal, jointly request the Employment Relations Board to submit a list of seven (7) arbitrators. Within six (6) working days after the list has been received, the parties or their designated representatives will determine by lot the order of elimination and thereafter each will, in that order, alternately strike a name from the list and the seventh (7th) and remaining person will act as the arbitrator. The striking will be completed within eight (8) working days following receipt of the list. The conduct of the actual hearing will be according to ERB rules unless otherwise agreed to by the parties.

The arbitrator will interpret the agreement and determine if it has been violated. They will have no power to add to, subtract from, or to modify the terms of this agreement, or to substitute their judgment on a matter or condition for that of the District where the District has not negotiated and limited its authority on the matter or condition. In the case of a grievance involving any continuing or other money claim against the District, no award will be made by the arbitrator which will allow any alleged accruals for more than ten (10) days prior to the date when such grievance will have first been presented.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. Their decision will be submitted to the board and to the Association and will, within the scope of their authority, be final and binding on both parties.

Costs of arbitration, other than the costs incurred by each party in presenting its case, will be borne equally by the parties. However, each party will be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceeding, it will solely bear the cost of such record. No issue whatsoever will be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this agreement, and no arbitration determination or award will be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution of this agreement.

It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party, the Association, and all persons it represents, to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum will constitute agreed waiver of arbitration. This section does not apply to discrimination claims.