



AGREEMENT
Between
SISTERS SCHOOL DISTRICT No. 6

And

OREGON SCHOOL EMPLOYEES
ASSOCIATION SISTERS CHAPTER 92



July 1, 2023 – June 30, 2025

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ARTICLE 1 – RECOGNITION

- 1.1. This collective bargaining agreement, herein referred to as the “Agreement” is made and entered into between the Board of Directors of Sisters School District No. 6, Sisters, Oregon hereinafter referred to as the “Board” or the “District” and the Oregon School Employees Association Sisters Chapter 92 hereinafter referred to as the “Union”. The District recognizes the Union as the sole and exclusive representative for the following bargaining unit:
- a. All positions filled by employees of the District below the rank of superintendent that do not require a professional certificate. Excluded are those positions designated as supervisory or confidential as defined by ORS 243.650 and management personnel.
 - b. Other positions excluded from the bargaining unit shall include temporary, substitute and seasonal employees.
- 1.2. For the purposes of this Agreement, the following terms shall be defined:
- a. “Substitute employees” are those irregular employees temporarily replacing regular employees during temporary absences not to exceed ninety (90) consecutive calendar days per fiscal year in one (1) position.
 - b. A “temporary employee” is an employee hired to perform duties which may arise from unforeseen enrollment increases or extraordinary duties. Temporary employees are hired for a specific period not to exceed the equivalent of ninety (90) consecutive calendar days in one (1) position.
 - c. “Limited duration” employees are defined as irregular employees who exceed ninety (90) consecutive calendar days of temporary employment with the District. Employee benefits are available for limited duration employees once the temporary period of ninety (90) days is exhausted. Limited duration employees may continue for consecutive years, not to exceed three (3) years, upon notification to the Union. Limited duration employees shall become a member of the bargaining unit and shall have all the privileges and benefits of membership except layoff and recall rights.
 - d. A “seasonal employee” is an employee who is hired to do seasonal work not to exceed ninety (90) consecutive calendar days during the summer recess. Such an employee shall not displace a member of the bargaining unit and shall not be eligible for the benefits and or provisions of this collective bargaining agreement.

ARTICLE 2 - DISTRICT FUNCTIONS AND RIGHTS

- 2.1. All functions, rights, power, or authorities of the Sisters School District not specifically abridged, delegated, or modified by applicable law or this Agreement are retained by the District.
- 2.2. All functions, rights, power, or authorities of the Sisters School District not abridged, delegated, or modified by applicable law or this Agreement are retained by the District.

ARTICLE 3 - UNION RIGHTS AND RESPONSIBILITIES

3.1. Dues

The Board agrees to deduct from the monthly wages of each employee payment of dues to the Union. Authorization shall be in writing by each employee on the form provided by the Union. Such authorization shall continue in effect from year to year, unless revoked in writing by the employee to the Union and the Union shall provide notification to the District.

In the event of an increase in dues by the Union, the District agrees to make the necessary adjustment from the monthly wages of each employee. The Union shall notify the District of any such change.

A list of employees having union dues deducted shall be sent to the state office of the Union, together with the remittance due to the Union, within ten working days after the monthly pay checks have been received by the employees of the District.

3.2. Use of Facilities, Office Equipment, Bulletin Boards, Inter-School Mail and Email

The Union and committees of the Union shall be allowed to use the facilities of the District for meetings and use of such office equipment as needed to provide duplicating and information to employees. The Union will reimburse the District for the cost of supplies used.

Bulletin boards and inter-school mail facilities/services may be used for distribution and posting of union communications as long as such communications are labeled as the Union's and are not defaming to the District, as determined by the District.

The Union may use District email to communicate with bargaining unit members.

3.3. Union Chapter Designated Representatives

Union chapter designated representatives shall be allowed eighty (80) hours per year to engage in representational activities during the employees' regular work hours. Classified employees being represented and designated representative employees shall suffer no loss of compensation or benefits to engage in representation activities in accordance with ORS 243.796-243.806. The Union will provide the names of designated representatives on a yearly basis.

3.4. District Employee Information Notifications to the Union

Within ten days of their date of hire, the District will provide the Union the following information for newly hired bargaining unit members: date of hire, position title, worksite location, annual salary, work phone number, personal phone number, personal address, and personal email.

On the first workday of each month, the District will provide the Union with a list of all employees who resigned or have been terminated during the previous month.

Each one hundred and twenty (120) days, the District will provide the Union with an updated listing of all bargaining unit members to include: date of hire, position title, worksite location, annual salary, work phone number, personal phone number, personal address, and personal email.

The information notifications described in this Article shall be sent to the Union's current chapter president and field representative, and the OSEA state office (to classified@osea.org) in an editable electronic format (Excel preferred).

3.5. Employee Orientation

The Union designated representative(s) shall provide orientation information to new employees by taking part in the District's scheduled new employee orientation sessions whenever possible. When it's not possible to participate in the District's scheduled new employee orientation sessions or if such are not provided, the Union designated representatives may meet with new employees at their worksites or alternate sites.

Union designated representatives shall be allowed to meet with newly hired classified bargaining unit members for a period of thirty (30) minutes and up to one hundred twenty (120) minutes for the purpose of employee orientations.

At least two (2) days' written notice of the time needed for employee orientation will be given to the immediate supervisor(s) of the Union designated representative(s) and new bargaining unit employees whenever possible.

No employee shall suffer a loss in compensation or benefits as a result of participating in or attending union orientation presentations.

3.6. Union Non-Local Representatives

Other non-local union representatives may visit District worksites after notice to the appropriate supervisor or the Human Resources Office, provided such visits do not interfere with District work.

3.7. Bargaining Over Mandatory Subjects

The Union recognizes the District's rights, but in no way relinquishes its rights to bargain collectively on any mandatory subject pertaining to wages, hours or conditions of employment in accordance with Oregon statutes.

3.8. School Board Meeting Notifications

The Union's local chapter president will be among those who regularly receive the official minutes of all school board meetings and agendas of the upcoming meetings. Such notice shall be provided to the Union chapter president when provided to school board members.

3.9. Labor-Management Committee

During the term of this Agreement, the Superintendent or designated representative will meet with the Union chapter president and other union representatives regularly during the school year, upon request, to review and discuss current school problems and practices and the administration of the Agreement between the District and the Union.

3.10. Union Meetings

Classified employees shall have the right to attend union meetings with no loss of pay. The District may require employees to make up release time to attend union meetings. Meetings will be scheduled outside of regular student school day hours and will not conflict with district or school scheduled staff meetings. Release time shall be limited to one (1) meeting per month, and will not exceed one (1) hour.

3.11. Weingarten Rights

In accordance with employee Weingarten Rights, Oregon law, any employee, upon request, is entitled to representation in any meeting or interview which the employee reasonably believes may result in disciplinary action.

3.12. OSEA Release Time

- a. Employees who are members of the Union may be allowed time off without loss of pay or benefits under the OSEA Release Time program to assist in union business. The District will continue to pay the employee, and the Union will reimburse the District for the costs of the employee taking part in the program. On a monthly basis, the District shall bill the Union for release time reimbursement (for all payroll and associated payroll costs, and for the cost of insurance benefits) to OSEA, 4735 Liberty Rd., S., Salem, OR 97302 or by email to Brad@osea.org The Union shall provide payment to the District in a timely manner.
- b. Employees taking part in this program will submit a written plan a minimum of two (2) weeks in advance to their immediate supervisor, including hours and days requested for release time and duration of the plan.
- c. Release Time of the employee is contingent on mutual agreement of the District.
- d. Total time used under this program shall not exceed a limit of eighty (80) hours per fiscal year except by mutual agreement of the Union and the District.
- e. The Union agrees to indemnify and hold the District harmless in any matter based on any claim relating to payment of wages or benefits under this OSEA Release Time provision.

ARTICLE 4 – COURT ACTION/SEVERABILITY

- 4.1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or by mutual agreement between the Union and the Board, such decision shall apply only to a specific article, section or portion directly specified in the decision. Such a decision shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions not declared invalid shall remain in full force and effect. Any changes in this Agreement are subject to mutual approval of the Union and the Board.

ARTICLE 5 - WAGES/COMPENSATION

5.1. Wages and Job Classifications

Beginning July 1, 2023 all classifications on the Classified Wage Schedule in effect as of June 30, 2023 will be increased by five percent (5%) as shown on Addendum A to this Agreement. In addition Secretary 2 and Secretary 3 shall be consolidated in range E and be titled "Secretary." Educational Assistants shall be placed in salary range E. Custodians shall be placed in salary range F. Nutrition Specialist shall be placed in Range C. All positions in Range A shall be moved to Range C. Community Liaison shall be placed in Range D. Musical Instructional Assistant shall be placed in Range E. Maintenance Specialist and Lead Custodian shall be placed in Range G. Fleet Vehicle Mechanic and Lead Nutrition Services shall be placed in Range H. FAN advocates shall be placed in Range I. Bus Driver shall be placed in Range J.

Beginning July 1, 2024 the all classifications on the 2024-2025 Classified Wage Schedule in effect as of June 30, 2024 will be increased by four percent (4%) as shown on Addendum B to this Agreement.

Steps

All eligible bargaining unit members shall receive a step advancement on the wage schedule annually.

Job Classifications

Additional job classifications and wage ranges may be added to the wage schedule at the discretion of the Superintendent. If classifications or wage ranges are created by the District, the Union will be notified, and the Union may request the opportunity to bargain an appropriate rate of pay. Such bargaining shall be done pursuant to the expedited process outlined in ORS 243.698.

5.2. Shift Differential

An employee who works the majority of their work shift between the hours of 3:00 PM and 11:00 PM shall receive a shift differential of three percent (3%) applied to their wage for the entire shift.

An employee who works the majority of their shift between the hours of 11:00 PM and 7:00 AM shall receive a shift differential of five percent (5%) applied to their wage for the entire shift.

5.3. Bus Driver Trips, Testing and Physicals

- a. Field trips or trips for school teams or groups which are on an irregular basis are not regarded as part of a bus driver's regular schedule.
- b. Should a driver report for a trip, find it has been cancelled and miss the ability to drive their regular route, they shall receive a minimum of two (2) hours or their regular route time, whichever is greater.

- c. Drivers who are called in to report for a required random drug test shall be compensated according to Call Back (Article 9.2) for a minimum of two (2) hours at their regular rate of pay, and mileage shall be compensated when using their own vehicles. If the time needed is longer than two (2) hours, an employee will work with their supervisor to add the additional time to their time card.
- d. Drivers shall be compensated at their regular rate of pay for their annual bus driving physical, and mileage shall be compensated when using their own vehicles.

5.4. Career Employee Recognition Gift

Employees who have completed ten (10) consecutive years of employment with the District shall receive a payment of one hundred dollars (\$100) in December of each year.

Employees who have completed fifteen (15) consecutive years of employment with the District shall receive a payment of three hundred dollars (\$300) in December of each year.

Employees who have completed twenty (20) consecutive years of employment with the District shall receive a payment of five hundred dollars (\$500) in December of each year.

Employees eligible to receive the Career Employee Recognition Gift shall receive a payment separate from the normal paycheck no later than the end of the second (2nd) week of December of each year.

5.5. Placement on Wage Schedule

New employees and current employees hired into new positions will be placed on the step that reflects their education, training and experience on the wage schedule for the position classification for which they are employed in accordance with the Oregon Equal Pay Act of 2017 and other applicable law.

New employees and current employees hired into new positions will be placed the wage schedule for the position classification for which they are employed in accordance with the Oregon Equal Pay Act of 2017 and other applicable law that reflects their education, training and the relevant experience that is verifiable and provided by the employee during the application and hiring process.

5.6. Wage Schedule Increments (Steps)

Employees will be granted an experience wage increment (step) as provided by the District classified wage schedule each July 1, except:

- a. Employees who were employed on or after January 1.
- b. Employees returning from a prolonged unpaid leave equivalent to one-half (1/2) or more of a regular work year, not including FMLA or OFLA leave.

5.7. Wage Placement upon Change to a New Classification or Transfer

Hire into New Classification

When an employee is hired into a new classification with an increase in wages, the employee shall be placed at the step in the new classification, which compensates them at a rate higher than the wage rate the employee would have received had the employee not changed positions. This new placement shall include consideration for the employee's years of district experience, training and education in accordance with the Oregon Equal Pay Act of 2017.

Vacation time earned will remain the same according to the number of years the employee has earned vacation time while working for the District with no loss of the accrual level of earned vacation time or any other leave benefit.

Transfer

Employees may request and be considered for voluntary transfers into positions that are their same classification and wages (a lateral transfer) or into a lower classification in their classification series. The District shall place the employee on the wage schedule with consideration for the employee's years of district experience, training and education in accordance with the Pay Equity Law.

Benefits and Seniority upon Change

Current employees who are hired into new district positions or receive a transfer into another district position shall continue to add to their previous seniority, leave balance earnings, vacation accrual and any other benefits.

5.8. Working Out of Classification

An employee temporarily assigned by the employee's supervisor to a position at a higher classification with increased responsibility shall be paid at the higher rate for the hours worked out of their regular classification. The rate of pay shall be established in the same manner as described in Article 5.7 - Wage Placement upon Change to a New Classification or Transfer. The higher rate of pay shall apply to the full period of time the employee is assigned the increased responsibility.

5.9. Overtime Compensation

All non-exempt employees of the District are eligible for overtime compensation. Overtime work shall require approval from the immediate supervisor. Overtime pay which is for authorized work in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. For bus drivers, overtime compensation will be paid for work in excess of eight (8) hours in a workday. Paid holidays, in accordance with Article 6.6, will count as time worked under this Article.

5.10. Substitute Calling

Employees who are assigned substitute calling duties beyond their regular workday shall be paid a minimum of one half (1/2) hour pay for each day those duties are assigned. At any time, should the time spent on such duties exceed one half (1/2) hour, employees will be compensated for all time worked.

5.11. PERS

The District agrees to full PERS pickup.

5.12. Travel Time and Mileage Reimbursement

Employees who are required to travel in order to complete work schedules will travel on paid district time.

An employee required to use their private car for authorized school district business shall be reimbursed at the rate established by the Board for district employees. Such travel must be authorized in advance by the immediate supervisor.

5.13. Copies of Job Description and the Agreement

New employees shall be given a copy of this Agreement and a job description when hired. This is the responsibility of the supervisor and/or the Human Resource Department. Regular employees may receive a copy of their current job description upon request. A copy of this Agreement shall be located on the District website.

5.14. Job Sharing

Any decisions regarding job sharing between two (2) classified employees shall be made on a case by case basis by the District, with mutual agreement of the parties involved. The Union will be notified of any such agreement.

5.15. Reclassification Process and Procedure

Sisters School District has established, and endeavors to maintain, an orderly, rational, and systematic structure of job classification. The District realizes that, over time, jobs and conditions evolve and necessitate change. As a consequence, a review of classified position descriptions and job classifications may be initiated by an employee, the Union, a supervisor and/or an administrator.

A possible outcome of a review will be to consider the reclassification, either upward or downward, of a position. The procedures for reclassification and appeals process are as follows:

- a. Reclassification requests by employees or the Union for a particular position may be submitted once in any twelve (12)-month period.
- b. Requests for reclassification shall include a current Job Description Worksheet and Position Description along with a Reclassification Questionnaire that clearly identifies the additional duties and responsibilities to justify the review. Reclassification requests must be submitted to the immediate supervisor.
- c. Within thirty (30) working days of receipt of the request, the immediate supervisor will review the reclassification request and identify, in writing, areas of agreement or disagreement with the Reclassification Questionnaire. The immediate supervisor's review and analysis will include consideration of duties that may have diminished

or no longer require as much attention and such changes will be noted in the supervisor's written report.

- d. The immediate supervisor will then submit the reclassification request, along with their comments, to the Human Resources Specialist. Within fifteen (15) working days of receipt, the Human Resources Specialist will make a final determination of the position duties and whether changes in the position are permanent and substantive.
- e. If the changes in duties which are permanent and substantive fit with more accuracy into another classification, the request and the new position will be forwarded to the Superintendent for review. The Superintendent will have fifteen (15) working days to review the position. If the position is approved for reclassification, the reclassification will be effective the first month following approval. The employee will be so notified by the Human Resources Specialist.
- f. If the permanent and substantive changes do not fit an already identified position or the District creates a new position, the District agrees to meet with the Union to discuss rate of pay for a new classification.
- g. If new duties have been identified as permanent and substantive and if those new duties amount to an overall increase or expansion of duties and responsibilities, and if the Superintendent does not approve the new classification, the duties identified as permanent and substantive changes will be removed and the reclassification process ends.
- h. If the review does not result in reclassification, the employee submitting the request will be notified in writing by the Human Resources Specialist. The employee may, within five (5) working days of the date of receipt of the notification, appeal the reclassification on a one-time only basis.
- i. The appeal must be submitted to the Human Resources Specialist in writing and shall consist of only new or clarifying information not taken into consideration in the initial evaluation.
- j. Within fifteen (15) working days of receipt of the appeal, if new and clarifying information is identified, the position will be reviewed by the Human Resources Specialist and the Superintendent, taking the new information into consideration. If the position does not warrant reclassification, the reclassification appeal procedure ends with the decision of the Superintendent.

5.16. District Retiree Employment

Classified employees of the Sisters School District who retire may be allowed to continue to work for the District under the following conditions:

- a. The employee must meet all Public Employee Retirement System regulations and conditions for retirement.
- b. The employee will continue to be a member of the bargaining unit and shall receive all rights and benefits under the Agreement except for seniority accrual, and layoff and recall provisions of the Agreement.
- c. Separation from the District due to retirement constitutes a break in service, and the employee's seniority will revert to zero (0).
- d. The employee shall be reemployed at the same step in the wage schedule that they had prior to retirement.

Each individual case of reemployment will be discussed with the Union.

5.17. Safety Clothing and Tool Replacement

The District shall supply clothing and equipment necessary for employee safety or otherwise mandated by law. If an employee's clothing is damaged in the performance of a special task, the employee may request reimbursement to their supervisor. If the employee does not agree with the immediate supervisor's decision, the decision may be appealed to the Superintendent or their designee. The decision from this appeal is not subject to the grievance procedure.

If an employee damages any personal tools approved by the supervisor to be regularly used at work that are normally unavailable within the District's supplies, the employee shall be reimbursed for purchase of an identical or substantially similar tool.

5.18. Extra Duty Assignments

Classified employees may apply for extra duty assignments offered by the District. If selected for such assignment, the following conditions will apply:

- The compensation for the assignment will be equivalent to that established in the Sisters Education Association (SEA)/Sisters School District contract.
- Hours spent in this assignment shall not count towards establishing overtime eligibility for the employee.
- The stipend paid by the District for the extra duty assignment will be the only monetary compensation for the time spent in the assignment.
- Employees accepting such assignments shall sign a waiver acknowledging these agreements.
- The District will accommodate the scheduling of these activities for the employee without loss of pay.

5.19. Nutrition Worker Meals

Employees working in the classification of Nutrition Specialist and Lead Nutrition Services will receive one (1) meal daily when on duty.

5.20. Pay Checks

Classified employees shall be paid on a monthly basis on or before the twentieth (20th) of each month.

ARTICLE 6 - EMPLOYEE BENEFITS: Insurance, Leaves, Workers Comp, Holiday & Vacation

6.1. Insurance

Eligibility for insurance options through the Oregon Educator Benefits Board (OEBB) shall be offered to all classified employees working three (3) hours per day or more on a regular basis and working nine (9) to twelve (12) months per year.

Eligibility for insurance coverage begins the first day of the month following thirty (30) days of regular employment for new employees.

After ten (10) days of District unpaid leave in any month, the employee shall be responsible for the costs of their insurance coverage for the month, unless their insurance coverage is provided for by OFLA or other leave law. For Employees eligible and participating in Paid Leave Oregon (PLO) through the State of Oregon or Paid Family Medical Leave (PFML) through the District's PLO equivalent provider, the District shall maintain the District's insurance premium contribution during approved PLO/PFML leave periods. Employees may be required to make insurance premium contributions for amounts over the District's insurance premium contribution to maintain coverage.

On July 1, 2023 the District will pay a District Insurance Contribution of up to one thousand six hundred thirty five dollars (\$1635.00) per month to eligible employees according to the proration chart in Article 6.1.a. for all employees working at least three (3) hours per day or fifteen (15) hours per week and working nine (9) to twelve (12) months per year.

On July 1, 2024 the District will increase its contribution towards the premium for full family insurance for eligible employees to one thousand seven hundred ten dollars (\$1710.00) per month according to the proration chart in Article 6.1.a. for all employees working at least three (3) hours per day or fifteen (15) hours per week and working nine (9) to twelve (12) months per year.

a. Insurance Contribution Proration

Effective July 1, 2023 the District insurance contribution prorate for those working (9) to twelve (12) months per year shall as follows:

Hours per Day	Hours per Week	% of District Insurance Contribution Cap
8	40	100%
7.5	37.5	100%
7	35	100%
6.5	32.5	100%
6	30	92%
5.5	27.5	85%
5	25	77%
4.5	22.5	69%
4	20	62%
3.5	17.5	54%
3	15	46%
under 3	Under 15	0%

b. Employee Insurance Committee

Classified employee union representative(s) shall have the right to fully participate in any committee meetings regarding insurance coverage levels, plan changes and other subjects relevant to insurance coverage.

c. Declining Insurance

An employee shall be allowed the option of withdrawing from the District's offered insurance plan if such withdrawal is allowed under the rules of the plan. In lieu of the District's insurance contribution, the employee shall be paid a stipend in their regular paycheck equivalent to four thousand six hundred dollars (\$4600.00) annually prorated according to their FTE in relationship to the normal insurance contribution.

d. Double Coverage Opt Out

When a bargaining unit member and their spouse/domestic partner are both employed by the District and therefore are able to be covered by the District's insurance program under the remaining employee's eligibility, one of the employees may "opt out" of their coverage and be covered under the remaining employee's eligibility. In such cases, the District will fully pay the premium for the remaining employee up to the combined cap amount.

e. Bus Driver and Nutrition Services Insurance Proration

Bus drivers who sign up for and drive field trips, sports trips and other activities, and nutrition services workers who sign up for additional catering hours, will be eligible to use these hours toward their prorated insurance costs for the coming months following an audit of those hours on February 1 and July 1 of each work year.

The prior months' trip and catering hours and regular hours will be added together and divided into the number of workdays for the previous work months. The result will be the average number of daily hours used towards prorating their insurance cost for the time period until the next audit date. Adjustments will be made on a biannual basis on February 1 and July 1 of each work year.

f. Employee Payments for Insurance Contributions

Deductions for an employee's annual out-of-pocket insurance premium contributions will be divided by the number of months worked and deducted in equal amounts from each regularly scheduled monthly paycheck received by the employee.

Insurance premiums for August and September will be divided by the number of months worked and withheld equally from each paycheck.

For secretaries with earned vacation, August premiums will be withheld from the vacation payout that is received in July.

g. High Deductible Insurance Plan

The District and the Union have met regarding insurance plan choices offered through the Oregon Educators Board (OEBB). One of the plans selected is a high deductible health plan eligible for an employee to set up a Health Savings Account (HSA). During the time a health plan is offered by the District that is eligible for an employee to set up an HSA, the District will agree to apply each employee's insurance cap towards the premiums for the HSA plan and deposit any remaining insurance cap dollars, up to the maximum allowed by the IRS guidelines, into an HSA account set up and maintained by the employee.

If an employee and their spouse are both employees of the District and eligible for benefits, and both elect to participate in the HSA plan, the district agrees to deposit the remaining insurance cap dollars for the employees as outlined above as well as the spouse's insurance cap into the HSA account up to the maximum allowed per year for a family according to IRS guidelines.

It is understood and agreed that the employee shall be solely responsible for management of their HSA account and compliance with all rules and regulations including, without limitation those set forth by the state and federal government.

If the Employee Insurance Committee and the District no longer choose an OEBB health plan eligible for a HSA plan, the dollars accumulated in each employee's account is the property and responsibility of the employee.

h. Section 125 – Flexible Savings Account (FSA)

Classified staff may participate in an IRS Section 125 account approved by the District by appropriate payroll deductions for any monthly insurance premium out-of-pocket costs required of the employee participating in an eligible OEBB health insurance plan option. In addition, the plan will include a flexible reimbursement provision, i.e., employees may request pre-taxed payroll deductions to apply toward disability insurance premiums, childcare or dependent care costs, prescription drugs and other health care expenses not covered by insurance. Section 125 Flexible Savings Account rules shall apply. The plan administrator will be selected by and all associated administrative costs paid by the District.

i. Changes by OEBB

Should OEBB only offer tier type benefit plans during the term of this Agreement, the parties agree to reopen the Agreement for the limited purpose of bargaining the issue of the amount the District shall pay towards insurance.

6.2. PERS

The District agrees to full PERS pickup.

6.3. Travel Time and Mileage Reimbursement

Employees who are required to travel in order to complete work schedules will travel on paid district time.

An employee required to use his/her private car for authorized school district business shall be reimbursed at the rate established by the Board for District employees. Such travel must be authorized in advance by the immediate supervisor.

6.4. Leaves of Absence

a. Sick Leave and Sick Time

Sick Leave

As given in State Law ORS 332.507, "Each district shall allow each employee at least ten (10) days sick leave at full pay for each school year or one (1) day per month employed, whichever is greater." Such sick leave shall be credited to said employee on the first day of their employment. A day is defined for each employee according to the length of time they normally work per day.

Sick Time

If the district is required to provide employees sick time under ORS 653.601653.661, each employee twenty (20) hours per week (.5 FTE) or greater shall be front loaded forty (40) hours of sick time at the beginning of each school year, which will be credited to the employee on the first (1st) day of the school year or, in the event that the employee begins service after the beginning of the school year, sick time shall be credited on the first (1st) day of active service and shall be prorated based on the proportion of the school year remaining. Each employee less than .5 FTE shall accrue sick time at the rate of one (1) hour per thirty (30) hours worked or one and one-third (1 1/3) hours per forty (40) hours worked. Use of sick time shall run concurrently with use of sick leave.

An employee may use sick leave for any of the purposes specified in ORS 653.616 Oregon Family Leave Act (OFLA) or Family Medical Leave Act (FMLA) leave regulations to the extent that the employee has available sick time leave. If the employee does not have available sick time, the employee may use sick leave for the personal illness or illness of any member of the employee's immediate family living in the home and for other family members as specified in OFLA and FMLA leave regulations. For purposes of this article, periods of actual disability due to pregnancy, whether because of miscarriage or other complications, or because of a reasonable amount of time needed to prepare for and recover from a normal childbirth, should be considered a personal illness. An employee may appeal to the Superintendent or the Superintendent's designee for an exception.

Employees who terminate employment before the end of their work year shall have their sick leave accrual calculated on a prorated basis proportionate to the percentage of their work year completed and shall have deducted from their final paycheck an amount equal to any unaccrued unearned sick leave for which they have been paid.

- b. **Personal Leave**
After a three (3) month period from the first day of work in the District, an employee shall be granted up to three (3) days non-accumulative leave for personal reasons under the following conditions, prorated based on their FTE.

Use of personal leave shall be approved, subject to the operating needs of the District, by the supervisor at least five (5) working days prior to the leave, except in emergency cases.

No explanation is necessary for usage of personal leave days.

Employees who terminate employment before the end of their work year shall have their personal leave accrual calculated on a prorated basis proportionate to the percentage of their work year completed and shall have deducted from their final paycheck an amount equal to any unaccrued personal leave for which they have been paid.

Personal leave shall not be granted during the following periods:

- The first two (2) weeks of the school year
- The last week of the school year
- The workdays immediately preceding and following Thanksgiving Vacation, Christmas Vacation and Spring Break.

Exceptions may be granted by the immediate supervisor, in consultation with the Superintendent or the Director Human Resources.

As an incentive for employees to be careful in the use of their personal leave, the District and the Union agree that if an employee has a balance remaining in their personal leave account at the end of the work year, up to three (3) days shall be transferred into their sick leave account.

- c. **Bereavement Leave**
The District will allow up to five (5) days non-accumulative bereavement leave per event, as necessary, for an employee to make arrangements for and/or attend funerals in the event of a death of the employee's spouse, registered domestic partner, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or any other member of the employee's immediate family living in the home. Any additional provisions in accordance with FMLA or OFLA regulations shall apply. An employee may appeal to the Superintendent or their designee for an exception if the deceased does not fit the above categories.

If an employee has sick time available pursuant to Article 5.4.a. above, sick time shall run concurrently with the bereavement leave called for herein.

- d. **Unpaid Leave of Absence**
Each classified employee may be granted an unpaid leave of absence. Such leaves of up to ninety (90) calendar days per year will occur with no loss of seniority. When

such leaves exceed ninety (90) calendar days per year, the employee shall not receive seniority credit for time lost over the first ninety (90) calendar days.

After ten (10) days of such unpaid leave in any month, the employee shall be responsible for the costs of their insurance coverage for the month, unless their insurance coverage is provided for by OFLA or other leave law.

- e. Effective September 1, 2023, employees shall pay the required employee contributions to the region Paid Family and Medical Leave Insurance, also referred to as Paid Leave Oregon. The District will pay the required employer contributions, as required by law and program terms/conditions. In the event that implementation is delayed by the State of Oregon, this provision shall be effective on the first day on which Paid Family and Medical Leave is implemented.

An employee who receives a benefit under Paid Family and Medical Leave Insurance may use accrued sick leave, personal leave, and vacation leave to make up the difference between their benefits and their normal salary. Upon receiving notice of the benefit an employee has or will receive under Paid Family and Medical Leave Insurance, the District shall deduct and apply the number of accrued sick leave, personal leave, and vacation leave hours necessary to ensure that the employee receives their normal salary.

Employees shall provide to the District the applicable notice described in OAR 471-070-1310 before commencing a period of leave under PFMLI.

To the extent permitted by law, periods of paid family and medical leave shall run concurrently with other applicable leaves

6.5. Injury on Duty

When absence is due to a compensable injury incurred in the course of the employee's district job responsibilities, the District will, at the request of the employee, pay the difference between the employee's regular salary and the benefits received by the employee under Worker's Compensation Law. The employee's sick leave shall be deducted in the proportion that the District's payment represents of the regular salary of the employee. In no event shall the employee's total compensation exceed one hundred percent (100%) of their normal income.

6.6. Paid Holidays

- a. The following twelve (12) days shall be observed as paid holidays, at the employee's regular working day pay for all employees working a five (5) day week:

New Year's Day	Veterans Day
Martin Luther King Jr. Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Day prior to or day after Christmas
Independence Day	Christmas Day
Labor Day	Juneteenth (June 19 th)*

*for 11 and 12 month employees only.

- b. If a holiday does not fall within the regular annual schedule of an employee, then it will not be considered a compensable holiday. A classified employee must work any portion of the week prior to and the work day after Labor Day to receive holiday compensation for the Labor Day holiday.
- c. If a holiday falls on Saturday, employees shall be given the preceding Friday as a holiday. If a holiday falls on Sunday, employees shall be given the following Monday as a holiday.
- d. If an employee works on a holiday, at the request of their supervisor they shall be compensated for the holiday at two and one half times (2.5X) their daily rate of pay for all actual hours worked on that holiday.

6.7. Vacation

- a. All non-exempt employees who work continuously for one (1) year, and a minimum average of three and one-half (3 1/2) hours per day for five (5) days a week, shall receive a vacation benefit.
- b. The one (1) year waiting period shall be waived for twelve (12)-month employees.

Only twelve (12)-month employees shall be eligible to receive their vacation benefit as vacation time; all other employees shall receive their vacation pay benefit in the form of compensation at the end of the school year during the July pay period. Employees become eligible to receive a vacation pay benefit based on a uniform vacation anniversary date of July 1st of each year.

Twelve (12)-month employees who terminate employment before the end of their work year shall have their vacation accrual calculated on a prorated basis proportionate to the percentage of their work year completed and shall have deducted from their final paycheck an amount equal to any unaccrued unearned vacation for which they have been paid.

- c. In computing the number of years of employment to determine the corresponding vacation time rate, a full year's credit shall be given an employee who was employed before March. 1.
- d. Vacation time not used before July 1st of any one (1) year of employment shall be carried to the next year, except that the maximum number of days that can be carried forward is ten (10) days.
- e. If the employment status of an individual ends before the end of their work year calendar, their vacation pay or pay for unused vacation time will be prorated according to the amount of time worked during that work year calendar.
- f. Employees whose employment is terminated with the District shall receive compensation for unused vacation time accrued.

g. Vacation dates are determined by mutual agreement between the supervisor and each employee. The Supervisor will provide, at a minimum, a time for each twelve (12)-month employee to take accrued vacation during the year. Paid holidays falling during agreed vacation time shall not be charged against vacation time. If an employee is required by their supervisor to return to work during a vacation time that has been scheduled and approved in writing, they will be compensated at the overtime rate for all hours worked during the scheduled time off, and their leave account will not be charged for the unused vacation hours.

h. A day shall be equal to the number of regular hours an employee works each day.

i. Bus Drivers and Nutrition Services Vacation Prorate

Bus drivers who sign up for and drive field trips, sports trips and other activities, and nutrition services workers who sign up for additional catering hours, will be eligible to use these hours toward prorating their vacation and holiday hours for the coming year.

The prior year's trip and catering hours and regular hours will be added together and divided into the number of workdays for the previous year. The result will be the average number of daily hours used towards prorating vacation and holiday hours for the current year.

j. For the purposes of this Article most employees will be categorized as nine (9)-month, ten (10)-month, eleven (11)-month employees, and twelve (12)-month employees.

(1) A nine (9)-month employee is defined as an employee employed from one hundred seventy (170) to one hundred eighty (180) days per year.

(2) A ten (10)-month employee is defined as an employee employed from one hundred eighty-one (181) to one hundred ninety-nine (199) days per year.

(3) An eleven (11)-month employee is defined as an employee employed from two hundred (200) to two hundred thirty-nine (239) days per year.

(4) A twelve (12)-month employee is defined as an employee employed from two hundred forty (240) to two hundred sixty (260) days per year.

Employees that do not fall within these categories will be assigned to the next highest category on a pro-rata basis. For example, a one hundred sixty-five (165)-day employee will be assigned to the nine (9)-month employee position at a proration of one hundred sixty-five divided by one hundred seventy (165/170) of the vacation benefit for that category.

k. Vacation time for employees is based on consecutive years of employment and is calculated as follows, subject to the definitions in Article 6.7. a-i above:

- i. Twelve (12)-month employees may use vacation in increments of one (1) hour.

Vacation Accrual				
Years of consecutive service from – to:	12-Month Employees	11-Month Employees	10-Month Employees	9-Month Employees
Hire date through the end of the fifth (5 th) year	12 Days	11 Days	10 Days	9 Days
Start of the sixth (6 th) year through the end of the fifteenth (15 th) year	15 Days	13 Days	12 Days	11 Days
Start of the sixteenth (16 th) year and beyond	20 Days	18 Days	16 Days	15 Days

6.8. Compensatory Time/Alternative Leave/Flexible Scheduling

Compensatory Time

Employees who work approved overtime as defined in Article 9 of this Agreement, with mutual agreement between the employee and the employee's supervisor, may be given compensatory time off instead of payment for overtime at the rate of one and one-half (1 1/2) hour of comp. time off for each hour of overtime worked.

Alternative Leave

Alternative leave may be earned and taken by an employee, with prior approval by the supervisor and with mutual agreement between the employee and the supervisor.

With mutual agreement between the employee and the employee's supervisor and in keeping with district procedures, employees may take compensating time off for time worked that does not otherwise qualify as overtime. Such time is taken as straight time off, that is, one (1) hour of alternative leave is taken for each one (1) hour of work time.

Should an employee have any accrued alternative leave time remaining at the end of the school year, the District will compensate the employee at the employee's regular rate of pay for that remaining time, which shall be distributed during the July pay period, and no alternative leave time shall carryover to the next school year.

Flexible Scheduling

(See Article 9.4)

6.9. Classified Staff Development

The District will arrange for in-service training of employees. Employees required to attend and participate in such sessions as directed by the district supervisor will be compensated at their regular rate of pay.

An employee who wishes to take advantage of opportunities for training not offered within the District shall present a proposal in writing to their immediate supervisor for the training. Such proposals shall explain how the opportunity is consistent with the goals established for the employee. The supervisor shall approve or not approve the proposal in writing within a reasonable period of time. Upon written approval, the District will pay for staff development. If the employee does not agree with the immediate supervisor's decision, the decision may be appealed in writing to the Superintendent or their designee. The decision is not subject to the grievance procedure. The District will pay for staff development taken with prior written approval by the Superintendent, or designee.

6.10. Catastrophic Medical Leave ("Leave Bank")

The District will allow bargaining unit members to voluntarily donate their unused personal leave on an individual basis to provide emergency catastrophic medical leave for another bargaining unit member.

The recipient employee must have exhausted all paid leave to qualify to request and to receive this donated leave time.

Decisions as to an employee's eligibility shall be reached jointly by the District and the Union.

When a need for donations is recognized, the District shall allow the Union to notify the bargaining unit membership of the need for donations of leave.

Not to exceed the amount of donated leave, the District will provide paid emergency catastrophic medical leave to assist with the prolonged needs of the bargaining unit member or of their immediate family member.

If more leave is donated than required, the donated leave will be accrued in the order the District-receives notice of donation. Donated leave not used shall remain in a donated leave account.

ARTICLE 7 –EMERGENCY CLOSURES/INVOLUNTARY ABSENCES

7.1. Reporting Time

In case of school closure, if an employee does not receive notice of closure prior to departure to work, the employee will be paid for a minimum of two (2) hours. Employees may, at the discretion of the District, be expected to work the minimum of two (2) hours.

7.2. Emergency School Closure

If District schools and facilities are canceled or delayed during the employees' work year and the District will not be making up a school day, employees will have the following options:

- a. report for work if the District determines work is available, or
- b. take a paid vacation day, or
- c. take a paid personal or sick day, or
- d. take unpaid leave (pay deduction), or
- e. with the District/supervisor's approval, the day may be scheduled and worked at a later time.

7.3. Make-up Days

Except for employees on an annualized pay schedule, in the event that the District indicates that this time will be made up later in the school year, the employee will not utilize leave for the school closure day and will instead enter and get paid for their time worked on the make-up day.

7.4. Emergency Closure

In the event of more than two (2) lost days for emergency closure, such as a for snow days, the District shall provide notice to employees at least ten (10) school days prior to scheduled make-up days. In the event of a "late opening" all employees will receive their regular daily wages.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1. Purpose

The purpose of this procedure is to provide an orderly process to secure, at the lowest possible level, solutions to grievances. All classified employees must follow the procedure. Any deviation from this procedure shall terminate the grievance until proper procedure is followed.

8.2. Definitions

- a. A "Grievance" is a contention by an employee or a group of employees of a violation of this Agreement, or of written Board Policy, or of written Administrative Rules and Regulations.
- b. The "aggrieved" is the person or group of persons who has the grievance and is presenting the complaint.
- c. A "party of interest" is the District, the person or persons filing the grievance, or the Union.
- d. "Consultant" is the one who advises either party of interest.
- e. "Representative" is the Union or District designated representative(s) who may speak for and/or advise a party of interest.
- f. "Immediate supervisor" is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of the grievance.
- g. The term "days" shall mean working days.
- h. A "Written Grievance" shall contain the following information:
 1. Name and position of the grievant(s) and date of filing.
 2. A reference to the applicable provisions of the Agreement.
 3. A statement of the grievance and the alleged facts involved, including relevant dates.
 4. The corrective action requested by the grievant.
 5. Signature of grievant and the representative of the exclusive bargaining agent.

8.3. Time Limits

- a. These procedures should be processed as rapidly as possible, the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the proceedings.
- b. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to go on with procedures at the next step. Failure at any step of the procedure to appeal a

grievance to the next step within the specified time limits shall be acceptance of the decision at that step.

8.4. Miscellaneous

- a. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for the resolution of grievance.
- b. All parties of interest have a right to district or union designated consultants or representatives at each level of these grievance procedures.
- c. Every reasonable effort will be made by all parties to avoid interruption of classroom and/or any other school sponsored activity. Furthermore, every reasonable effort will be made by all parties of interest to avoid the involvement of students in the grievance procedures.
- d. All documents, communications, and records of a grievance will be filed in the school district office separately from the personnel files. References to the records, such as a summary, should be placed in the personnel file of the aggrieved.
- e. Financial responsibility: Each party shall pay any and all costs incurred by said party, but shall pay mutually incurred costs on an equal basis.
- f. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of; subject, however, to the final decision of the grievance.
- g. An aggrieved may be represented at any stage of the grievance procedure by the Union.

8.5. Procedures

a. Step One - Immediate Supervisor

An aggrieved person shall within twenty (20) days of the occurrence of the grievance or their knowledge of the same, whichever occurs later; discuss it with the immediate supervisor, with the objective of resolving the matter informally. The immediate supervisor shall have ten (10) days in which to respond to the grievance. The immediate supervisor shall be informed that the discussion is step one (1) of the grievance procedure.

b. Step Two - Superintendent

If the aggrieved person is not satisfied with the disposition of this grievance at Step One, they may file the grievance in writing with the Superintendent within ten (10) days after Step One procedures have been completed. The written grievance shall specify the specific action or lack of action being grieved, the contract article or articles and sections or paragraphs thereof alleged to have been violated, and the specific remedy sought. The Superintendent shall arrange for a meeting with the parties involved in the grievance to take place within ten (10) days of their receipt

of the written appeal. Upon conclusion of this hearing, the Superintendent will have ten (10) days in which to provide their written decision to the parties of interest.

After receiving the response from the Superintendent, the Union shall have ten (10) working days to determine whether to continue to seek resolution through the grievance procedure or to file an unfair labor practice complaint with the Employment Relations Board. If a decision is made to file an unfair labor practice complaint, the grievance process will be immediately terminated for that grievance. If a decision is made to continue the grievance procedure, the Oregon School Employees Association agrees not to file an unfair labor practice complaint based on the facts upon which the grievance is based or based on any of the evidence brought forward in the grievance procedure.

c. Step Three - School Board

If the aggrieved is not satisfied with the decision of the Superintendent, the grievance may be presented to the board by filing all correspondence presented or received at prior steps with the clerk of the board within ten (10) days after the completion of Step Two procedures. Within thirty (30) days after the receipt of the appeal the school board shall hold an executive session with all parties in the grievance involved. Within ten (10) days after the conclusion of the hearing, the Board of Education shall render a decision in writing to the parties of interest.

d. Step Four - Arbitration

- i. If the aggrieved is not satisfied with the decision of the Board, the Union shall within ten (10) days of completion of Step three procedures submit to the Superintendent, written notice of intent to arbitrate the issue. Such written notice shall contain a copy of all materials submitted or received at previous steps.
- ii. Within ten (10) days of district receipt of written notification from the Union of their desire to arbitrate the grievance, the parties will meet and attempt to select an arbitrator and obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10)-day period, a request for a list of arbitrators who maintain an office in Oregon may be made by either party to the Employment Relations Board.
- iii. The designated arbitrator shall set a time and place for the hearing which is agreeable to both parties. The expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses.
- iv. The arbitrator shall have authority to consider only a claim based upon a specific provision of this Agreement, and shall have no authority to add to, modify, or detract from any provision of this Agreement.
- v. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

ARTICLE 9 - WORK SCHEDULES, EVALUATIONS, VACANCIES, AND MANDATORY TRANSFERS

9.1. Work Schedules

- a. For bus drivers, activity runs (such as school day field trips) are regarded as part of regularly scheduled working hours. Any other scheduled driving during the day that is on a regular basis is also regarded as part of the regularly scheduled hours.
- b. An employee shall be entitled to a ten (10) minute paid rest period for each four (4) hour period (or major part thereof – two (2) hours and one (1) minute through four (4) hours) in their workday. Employees working six (6) hours or more shall be allowed a thirty (30) minute unpaid, uninterrupted meal period.

9.2. Call Back Pay

Employees called in to work after completing a shift for the day or on a holiday or weekend shall receive compensation for at least two (2) hours at the appropriate rate of pay.

9.3. Overtime Opportunities

Extra hours or overtime opportunities will be offered to classified employees who are qualified to perform the work if the supervisor determines there is need.

9.4. Flexible Scheduling

Flexible scheduling occurs when an employee, with prior approval of their supervisor, is allowed to flex their daily work hours within the same workweek so that some hours are worked on a different day of that week than normally scheduled. The extra worked hours are then taken off at another time in that same workweek so that the total number of hours worked that week are still equal to the employee's regular workweek hours.

Flexible scheduling may be requested by the employee and based upon mutual agreement between the employee and the supervisor. Flexible scheduling is not intended to be used in place of existing leaves or to disrupt the provision of services. If flexible scheduling results in more than eight (8) hours worked in a work day, but not more than forty (40) hours worked in a workweek, the requirement for overtime pay for work over eight (8) hours per day is waived. Requests should be made in writing as far in advance as possible.

9.5. Evaluations

All classified employees will have a formal written evaluation on at least an every other year basis. In a year in which an evaluation does not occur, an employee will complete a goal setting document. Each evaluation and goal setting document shall be signed by the employee and the immediate supervisor and placed in the personnel file. In the year an evaluation occurs, such evaluation shall be completed by the last day of the employee's working year.

9.6. Posting and Filling of Vacancies

a. Posting of Vacancies

Shift changes, vacancies and/or new positions within the school district will be publicized to the district staff so that employees will have an opportunity to apply and to be considered in the filling of these vacancies. Shift changes, vacancy and/or new positions notices for all position openings will be sent to each building, department, bus garage, and maintenance departments where classified employees work. Such notices will be posted at least seven (7) calendar days prior to the closing of the position. The notice shall include the job title, duties, hours, shift, qualifications, and wage range. During Summer Vacation, vacancy notices will be posted to the District's web site and sent to employee school e-mail addresses or to personal e-mail addresses and home addresses when requested in writing and provided by the employee. The Human Resources Department is responsible for posting such notices and coordinating and directing the selection procedure in filling position vacancies. Temporary and limited duration positions as defined in Article 1 shall be poste

b. Filling of Vacancies

Any internal candidate who is qualified, as determined by the District, who applies for a vacant position will be granted an interview and given consideration; however, this does not guarantee selection for the vacant position.

All qualifications being equal as determined by the District, an internal candidate shall be selected over an outside candidate; if two (2) internal candidates are equal as determined by the District, the most senior shall be selected.

c. New Position Trial

Regular employees selected to fill a vacancy shall serve a trial period for up to sixty (60) calendar days after assuming the duties of the new position. During that period of time, the employee may be returned by the District to their previous position. The employee filling the position will be informed the position may be temporary. The employee filling the position will continue to have all the rights and benefits afforded a regular employee of the District.

9.7. Employee Responsibility

It shall be the responsibility of each employee to fulfill their job responsibilities to the best of their ability, and to do everything possible to better the educational environment.

9.8. Mandatory Transfer

The Union acknowledges the right of the District to assign employees work locations and duties. However, when there is to be a substantial change in work place or assignment, (except in emergency situations) an employee will be given a minimum of two (2) weeks' notice.

The District will post notices to seek qualified volunteers before requiring a mandatory transfer in circumstances where the reason for the transfer is filling a particular vacancy.

Volunteers need not be sought where the reason for the transfer is to remove an employee from a specific assignment. If an employee is to be reassigned, the District agrees to confer with representatives of the Union to discuss the reasons and alternatives explored before reassigning the employee.

9.9. Full-Time Employment

The District will make an effort to allow, when possible, employees to combine more than one part time position within the District in order to achieve as close to full time employment as possible. Scheduling of additional part time positions shall not interfere with the employee's primary job.

ARTICLE 10 - PROBATION, SENIORITY AND REDUCTION IN FORCE/RECALL

10.1. Probationary Employees

Employment of all bargaining unit employees shall be probationary for the first ten (10) calendar months of employment with the District. The District shall have the right to discharge any probationary employee at any time during the probationary period. Such discharge may be appealed to the Board of Directors under the provisions of ORS 332.544, but shall not be subject to the provisions of the grievance procedure of the Agreement.

10.2. Seniority

Seniority shall be defined as the total length of service as a classified employee within the District. For accounting purposes, all authorized paid leaves shall be computed as time worked. Authorized FMLA/OFLA unpaid leaves shall be computed as time worked up to a cumulative maximum of sixty (60) workdays during an employee's normal work year. Employees who are laid off and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of layoff.

10.3. Reduction in Force

- a. Definitions - For this Reduction in Force section and the section entitled Recall, the following definitions apply:
- b. "Classification" is a particular job category as listed in the Wage/Salary Schedules. For example, "Nutrition Service Specialist," " Educational Assistant" and "Custodian" are separate classifications.
- c. "Classification Series" is Secretary or Nutrition Specialist, Nutrition Service Lead or Custodian, Building Lead Custodian or, Maintenance Specialist or Educational Assistant.
- d. Where more than one (1) staff member is in a classification to be reduced, layoff of employees shall occur in inverse order of seniority, as long as the senior employee(s) is/are qualified for the remaining position(s) within the classification. If hours and not positions are cut, the Union and the District will meet and confer.

10.4. Bumping

Employees so laid off may "bump" or displace employees in the same pay or a lower paying classification if the following conditions are met:

- a. The laid off employee must provide the District with a written request to bump and specify the class or classification(s) to which they wish to bump.
- b. The employee proposing to bump must have completed the probationary period.
- c. The employee has greater District seniority than the least senior employee working in the classification to which they propose to bump.

- d. The employee must be qualified to perform the work in the classification to which they propose to bump. "Qualified" for the purposes of this Article, shall be defined as:
- I. The employee must have all licenses or certificates required certifications necessary, to perform the job; and
 - II. The employee has previously worked in the classification which they are proposing to bump into (must have completed probationary period or have at least 120 days in substitute status); or
 - III. The employee is currently working in a higher level position of the same classification series.
 - IV. The employee meets the minimum knowledge, skills and abilities required for the position; or
 - V. The employee has, and can document, relevant experience in a similar capacity from other positions held outside the Sisters School District.

All decisions regarding whether or not an employee is qualified for a position shall be made by the District in accordance with Article 10.4.d. i-v. , and may be appealed to the Board.

- e. Employees who bump using the standards set forth in this Article shall be subject to an evaluation period of twenty (20) working days to determine their ability to meet the requirements of the position. If at the end of the evaluation period, it is determined by the District that the employee is unable to meet those requirements; the employee may retreat to layoff status with no penalty. The District shall notify the Union should this occur.
- f. The Union may, upon notification of the layoffs, request to meet with a designated District representative to discuss the pending layoff. As part of the discussions relative to displacement procedures, the Union may provide the District with suggestions or recommendations for reductions. However, such suggestions or recommendations shall not be construed as a right to bargain such issues, nor shall it cause timelines to be extended, unless the District so desires; nor shall it deter the District from placing its determined course of action into effect.

10.5. Recall

An employee who is laid off will remain on a recall list and be eligible for recall for twenty-four (24) months. The re-establishment of positions will be at the discretion of the Board. No new employees will be hired into positions where there are current qualified employees on layoff.

Qualified employees shall be recalled within a classification in inverse order of layoff. Employees shall be eligible to recall to positions they held prior to layoff. The District shall provide a laid-off employees notice of recall by certified mail, return receipt requested, to

the address of record maintained by the District. It shall be the responsibility of the employee to notify the District of any change of address.

Recalled laid-off employees shall have seven (7) calendar days from receipt of notification to accept or reject the position and fourteen (14) calendar days thereafter to begin active employment. If an employee cannot be reached at their address of record, or if they reject any position offered the employee shall forfeit all recall rights.

An employee returning from layoff shall be entitled to all previously accrued sick leave and seniority but shall receive no compensation or contractual benefits for the period of layoff.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.1. Employee Right to Representation

In accordance with Weingarten Rights, any employee, upon request, is entitled to representation in any meeting or interview which the employee reasonably believes may result in disciplinary action.

The District shall provide timely notification to the Union of any investigatory meeting to take place or of any disciplinary action to be taken against any bargaining unit member.

11.2. Due Process and Just Cause

No non-probationary member of the bargaining unit shall be demoted to a lower paying job as a result of discipline or poor performance, suspended without pay, otherwise disciplined or dismissed without appropriate due process and just cause as follows:

- a. The employee shall be told the charges or the basis for the contemplated action.
- b. The employee will have an opportunity to discuss the matter with their supervisor or with the Superintendent or their designee before the final decision is made to discipline, demote, suspend or dismiss.
- c. The District shall give an employee reasonable forewarning of possible disciplinary consequences of the employee's behavior except in cases of serious misconduct.
- d. Before demoting, suspending or dismissing, the employer will conduct a fair and objective investigation to discover whether the employee did in fact violate or disobey a rule or order or other legitimate expectation of the District. The rule, order or expectation shall be reasonably related to a productive, orderly, safe or efficient workplace.
- e. District's investigation must produce substantial evidence or proof of the charges (an amount of evidence that a reasonable person could use to reach the conclusion).
- f. The District will apply its rules, orders, and penalties fairly and consistently.
- g. The action taken by the District shall be reasonably related to the seriousness of the offense or poor performance and the record of the employee's service to the employer.
- h. In the event an employee is arrested or charged with an offense for which a conviction would be cause for termination of employment, the employee may be suspended without pay pending legal disposition of the charges. In the event of acquittal or dismissal of all charges and return to duty, the employee shall receive full pay for the period of suspension.
- i. In the event of a prolonged suspension exceeding two (2) months, the employee and representatives of the District and the Union shall meet to review the circumstances and alternatives and to seek a mutually acceptable resolution of the employee's status.

11.3. Public Complaints

When a complaint is made to the District regarding an employee of the District, it shall be reduced to writing. If the District determines the complaint is substantial to require an employee response, it shall be presented to the employee in a timely fashion, (within ten (10) employee working days). The employee shall then have the opportunity to respond to the complaint with union representation present if so requested. The requirements of this paragraph do not apply in matters when any criminal conduct may be involved or when a law enforcement investigation is in progress, and other District procedures shall apply.

ARTICLE 12 - PERSONNEL RECORDS

12.1. Personnel File

The personnel records of all classified employees are considered confidential and shall be maintained in the District's Human Resource Office. Such personnel records shall not contain any information of a critical nature that does not bear either the signature of the employee indicating that they have been shown the material or a statement by the employee's supervisor that they have been shown the material and has refused to sign it. The employee's signature shall not indicate agreement with the contents of the document, and a copy of the document will be provided to the employee. The employee shall have the right to place a written statement of explanation or rebuttal in their personnel record file for any critical information placed in the record by the District.

12.2. Copy of File Contents

A copy of the materials contained in the employee's personnel file shall be furnished to the employee or the employee's union representative upon the employee's request. Any material of a critical nature that has been retained in a personnel file for at least two (2) years may be removed by the Superintendent after a request by the employee. Such removal of critical material is at the discretion of the Superintendent, and the decision of the Superintendent is final and may not be the subject of any appeal by the employee or the Union.

12.3. Access to File

Employees shall have access to review their personnel file during regular District office hours. Employees will call for an appointment prior to coming to the District Office to review their file.

ARTICLE 13 – TRANSPORTATION OF STUDENTS EXCEPTIONS

13.1. Except for the specific exceptions noted below, transportation of students on sports trips, field trips and other school related trips will normally be performed by District drivers. Exceptions to this general provision are:

- Club and non-OSAA sports teams
- No drivers or buses available
- Interschool transportation shuttle
- When fewer than thirteen (13) students are attending the trip (unless the students are traveling over a mountain pass and the NOAA weather forecast located on the ODOT Trip Check webpage twenty-four (24) hours prior to departure indicates an anticipated snow level of three (3) plus inches)

ARTICLE 14 - FUNDING

- 14.1. The parties recognize that revenue needed to fund the compensation provided by this Agreement is subject to approval pursuant to established budget procedures and in certain circumstances by vote of the citizens of the District. All such compensation is therefore contingent upon sources of revenue and, where applicable, voter or Legislative appropriation/approval. The District has no intention of reducing the compensation specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

ARTICLE 15 - CONTRACTING OUT

- 15.1. Any and all bargaining over contracting out that is required by Oregon law or that otherwise occurs, shall be accomplished using the processes outlined in ORS 243.698 except that the ninety (90)-day time limits in the law shall be one hundred twenty (120) days for bargaining which occurs based on this Article.

ARTICLE 16 - TERM OF AGREEMENT/SIGNATURES

- 16.1. This Agreement shall be effective as of July 1, 2023 and shall be binding upon the District, the Union and their members, and shall remain in full force and effect through June 30, 2025 at which time it will expire.
- 16.2. The intent of this Agreement is to set forth the full agreement between the parties on matters of employment relations.

This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be in addition to the established policies, rules, regulations, practices, and procedures of the District. Existing policies, rules, regulations, practices, and procedures which are consistent with this Agreement shall remain in force.

- 16.3. Notice of intent to negotiate a new agreement shall be delivered to the Superintendent, in writing, not later than ninety (90) days prior to the expiration of this agreement.

Executed this 17th day of July, 2023 by the undersigned representatives by the authority of, and on behalf of, the Sisters School District No. 6 Board of Education and the Oregon School Employees Association Sisters Chapter 92.

JJ Bear Ewan 7/1/23
OSEA Sisters Chapter 92 President Date

Cory Schalk 8/2/23
Sisters School District No. 6 Date

[Signature] 7/2/23
OSEA Field Representative Date

[Signature] 8/2/23
Sisters School District No. 6 Date

Sisters School District
2023-2024 Classified Wage Schedule
Effective July 1, 2023
Appendix A

Range		Prob.	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
C	Nutrition Specialist	\$15.38	\$16.34	\$17.28	\$18.32	\$19.44	\$20.59	\$21.84	\$23.09	\$24.48
D	Community Liaison	\$15.57	\$16.46	\$17.46	\$18.53	\$19.66	\$20.83	\$22.06	\$23.43	\$24.82
E	Educational Assistant, Secretary, Operations Specialist, SLPA (Speech-Language Pathology Assistant), Music Instructional Assistant	\$16.07	\$16.72	\$17.69	\$18.74	\$19.85	\$21.04	\$22.30	\$23.61	\$25.03
F	Custodian, Media Manager ES/MS	\$17.24	\$17.86	\$18.94	\$20.11	\$21.26	\$22.55	\$23.93	\$25.36	\$26.88
G	Maintenance Specialist, Lead Custodian	\$18.45	\$19.09	\$20.23	\$21.45	\$22.74	\$24.10	\$25.56	\$27.09	\$28.70
H	Fleet Vehicle Mechanic, Maintenance Specialist HVACR & Plumbing, Lead Nutrition Service, Computer Tech-Dist.	\$22.28	\$22.95	\$24.33	\$25.77	\$27.31	\$28.95	\$30.69	\$32.54	\$34.50
I	Family Advocate (FAN)	\$19.68	\$20.22	\$21.16	\$22.34	\$23.59	\$24.92	\$26.32	\$27.81	\$29.39
J	School Bus Driver, Youth Transition Specialist	\$23.10	\$23.73	\$24.36	\$24.99	\$25.78	\$26.57	\$27.35	\$28.40	\$30.08

Sisters School District
2024-2025 Classified Wage Schedule
Effective July 1, 2024
Appendix B

Range		Prob.	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
C	Nutrition Specialist	\$16.00	\$16.99	\$17.97	\$19.06	\$20.21	\$21.41	\$22.71	\$24.01	\$25.45
D	Community Liaison	\$16.19	\$17.12	\$18.16	\$19.27	\$20.44	\$21.67	\$22.94	\$24.36	\$25.81
E	Educational Assistant, Secretary, Operations Specialist, SLPA (Speech-Language Pathology Assistant), Music Instructional Assistant	\$16.71	\$17.38	\$18.40	\$19.49	\$20.64	\$21.88	\$23.19	\$24.56	\$26.03
F	Custodian, Media Manager ES/MS	\$17.93	\$18.57	\$19.70	\$20.91	\$22.11	\$23.46	\$24.89	\$26.37	\$27.96
G	Maintenance Specialist, Lead Custodian	\$19.19	\$19.85	\$21.04	\$22.31	\$23.65	\$25.06	\$26.58	\$28.17	\$29.84
H	Fleet Vehicle Mechanic, Maintenance Specialist HVACR & Plumbing, Lead Nutrition Service, Computer Tech-Dist.	\$23.17	\$23.87	\$25.30	\$26.80	\$28.40	\$30.11	\$31.92	\$33.84	\$35.88
I	Family Advocate (FAN)	\$20.46	\$21.03	\$22.00	\$23.24	\$24.54	\$25.91	\$27.38	\$28.93	\$30.57
J	School Bus Driver, Youth Transition Specialist	\$24.02	\$24.68	\$25.33	\$25.99	\$26.81	\$27.63	\$28.45	\$29.54	\$31.29

