

COLLECTIVE BARGAINING AGREEMENT

between

CROOK COUNTY SCHOOL DISTRICT

and

**OREGON SCHOOL EMPLOYEES ASSOCIATION
Chapter No. 85**



2022-2024

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AGREEMENT

This Agreement entered into this ____ day of _____, 2022 by and between the Board of Education on behalf of the Crook County School District, County Unit, Crook County, Oregon herein referred to as "District" and the Classified Employees Chapter #85, Oregon School Employees Association, herein referred to as the "Association." The intent of this Agreement is to set forth and record herein the agreement between parties on those matters pertaining to wages, hours and conditions of employment for personnel included in the bargaining unit.

ARTICLE 1

STATUS OF AGREEMENT

- A. The District recognizes Chapter #85, Oregon School Employees Association, as the sole and exclusive collective bargaining representative for those regularly employed classified employees of the District assigned to those job classification titles listed in Appendix A hereof.
- B. This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of this District as related to this Agreement, which are contrary to or inconsistent with its terms.
- C. The Association and the District agree that they shall not illegally discriminate against any employee covered by this Agreement because of age, race, religion, sex, national origin, disability, membership or non-membership in Chapter #85.

ARTICLE 2

MANAGEMENT RIGHTS

Except as otherwise limited by the terms of this Agreement, the District retains all the 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 it. The District retains all prerogatives, functions and rights not limited by the terms of this Agreement and applicable law. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the District shall include the following:

- A. To determine the services to be rendered to the citizens of the District except as may be limited by the terms of this Agreement.
- B. To determine and to follow the District's financial, budgetary and accounting procedures except as may be limited by the terms of this Agreement.
- C. To direct and supervise all operations, functions, and policies of the departments or schools 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 except as limited by the terms of this Agreement.

- D. To close or liquidate any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations of facilities except as may be limited by the terms of this Agreement.
- E. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work, the right to hire, promote and retain employees and to transfer them within the same pay range, the right to lay off, the right to abolish positions or reorganize the departments, the right to determine schedules of work, the right to purchase, dispose of and assign equipment or supplies except as limited by the terms of this Agreement.
- F. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto except as limited by the terms of this Agreement.
- G. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment except as limited by the terms of this Agreement.
- H. To implement new, and to revise or discard, wholly or in part old methods, procedures, materials, equipment facilities and standards except as limited by the terms of this Agreement.
- I. To contract or Subcontract work as may be determined by the District. As soon as practicable following Board action authorizing exploration of contracting out, the District shall notify the Association of its intention to consider such contracting. In the event such contracting/subcontracting is or is likely to result in the layoff of employees, the District shall afford the Association an opportunity to meet with administration and attempt to identify some means of meeting the District's needs that will not result in a layoff of current employees. If the Association is unsatisfied with the administration's response, the Association shall have the right to make a presentation to the Board concerning its proposal. The District agrees that if subcontracting results in layoff, those employees laid off shall receive at least 30 days (rather than the customary 5 days) prior notice.
- J. To assign shifts, work days, hours of work, and work locations except as may be limited by the specific and express terms of this Agreement.
- K. To designate and to assign all work duties, and to introduce new duties within the unit except as may be limited by the terms of this Agreement.
- L. To determine the need for and the qualifications of new employees, transfers and promotions except as otherwise provided for herein.
- M. To discipline, suspend, demote, or discharge an employee so long as such action is not in conflict with the terms of this Agreement.
- N. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and to assign employees to such duties for such periods to be determined by the District except as may be limited by the terms of this Agreement.

ARTICLE 3

ASSOCIATION RIGHTS

A. ASSOCIATION PAYROLL DEDUCTION

1. A member of the bargaining unit may authorize the District to deduct from the employee's pay the amount charged by the Association. The employee's authorization must be in writing and provided to the District's payroll office. Authorizations for payroll deduction will remain valid until revoked by the Association in writing.
2. Employees who are now members of the Association and employees hereafter hired who become members of the Association shall have the right to terminate such membership by sending a withdrawal statement in writing to the Association. The Association will provide prompt written notice to the District of the revocation.
3. All regular monthly Association membership dues or equivalent charges shall be deducted as provided in ORS 243.666(l). The Association shall indemnify, defend and hold the District harmless against any claims made, and against any suits instituted against the District on account of any action taken under the provisions of this Article.

B. FACILITIES

The Association or Committees of the Association shall be allowed the use of facilities of the District for meetings on the same basis as other community groups.

The Association, recognized as the assigned Field Representative, the Elected Chapter Officers, and the Building Representatives shall also be allowed to use school district office equipment in school buildings and sites as long as such use is in conformance with Oregon law and outside normal school hours and as long as reimbursement for the cost of supplies and maintenance incidental thereto is made. Such use shall not include political commentary or activity, with the exception of a reminder to get out and vote.

Examples of appropriate electronic mail use are, but are not limited to:

- ❖ Executive Board and General Chapter meeting notifications
- ❖ Ratification meetings
- ❖ Chapter charity drives, examples: Baskets for the troops, holiday drives (gifts, food, cash), family adoptions (gifts, food, cash), etc.
- ❖ Notices of membership illness, injury, or death
- ❖ Training opportunities
- ❖ Notices to attend local school board and/or budget committee meetings

Other Association communication not identified may be determined by a joint committee of OSEA and the Superintendent.

C. ASSOCIATION REPRESENTATIVES

Representatives of the Association will be allowed to visit employees at their work location provided the Superintendent or his designee is notified in advance and that the visit does not constitute an undue disruption of the employee's normal work.

D. BULLETIN BOARDS

The District shall provide the Association with reasonable bulletin board space for the use of the Association in communicating with employees.

E. ASSOCIATION LEAVE

The District shall grant up to 50 person hours of release time per year for employees for OSEA business. Such leave shall be with pay, total actual costs to be reimbursed by OSEA upon presentation of a statement to the OSEA Salem office. Such leave shall not occur at times when the employee's absence would interfere with critical district functions or activities, but also shall not be unreasonably denied by the District.

F. ASSOCIATION MEETINGS

Classified employees of the District may flex their normal work schedule, with mutual agreement of their supervisor, in order to attend regular monthly Association meetings.

G. COMPLIANCE

The District agrees to comply with the requirements of HB 2016.

ARTICLE 4

STRIKES AND LOCKOUTS

Inasmuch as there are other means, both by law and through this Agreement for the resolution of disagreements that may from time to time arise during the term of this Agreement, the parties agree as follows:

LOCKOUTS

1. During the term of this Agreement the District shall not, as a result of a dispute with the Association, deny employment to any member of the Association or to any employee covered by the terms of this Agreement. In the event of a violation of the above, the affected employees shall be eligible for reimbursement of all lost wages resulting there from. The foregoing shall not be construed to place any limitation or restriction on the District's right to lay off employees.

STRIKES

2. During the term of this Agreement, the Association or its members will not participate in any strikes, slowdowns or other concerted activity to include the observance of the picket line of a Crook County School District labor organization. In the event of a violation of the above by the Association or members of the bargaining unit, the District may take disciplinary action, including

discharge against any individual employee involved in any of the above-defined prohibited activities on a uniform or selective basis.

The District and the Association agree to follow the laws under the Public Employees Collective Bargaining Act (PECBA) in regards to strikes and lockouts.

ARTICLE 5

SENIORITY

A. DEFINITIONS

1. District Seniority is the total uninterrupted service since the last date of hire within the district irrespective of job classification or job location.
2. Loss of all Seniority will occur when an employee:
 - a. voluntarily quits,
 - b. is discharged,
 - c. is laid off for more than 27 months, or
 - d. does not return from a leave of absence at the expiration of the leave of absence.

B. EMPLOYEE NOTIFICATION OF DESIRE TO TRANSFER

Any Employee who desires a change in position or building may notify the District in writing of such desire and suggest possible solutions prior to May 15 for employment the following year or at any time during the current school year. All vacancies will be announced and all employees who wish to be considered for the position shall apply in accordance with 5. C. below.

C. VACANCIES AND PROMOTIONS

When the District declares a position vacant within the bargaining unit such vacancy shall be subject to the following:

1. All position vacancies which the District intends to fill and are not filled by internal transfer or reassignment from within the same classification shall be posted for a period of not less than seven (7) calendar days prior to making an employment decision. The District shall post the vacancy on designated bulletin boards. All postings shall bear the date of issue.
2. Selection for vacant positions shall be on the basis of ability, skill and relevant experience as judged by the district. If two or more candidates are judged to be qualified for the job and to have equal ability, skill and relevant experience, the applicant with the greatest District seniority shall be selected for the job.

3. In the event a current employee is awarded the vacant position and fingerprinting is required in accordance the provisions of OAR 581-022-1730, the District agrees that fingerprinting shall be done at no cost to the employee.

D. LAYOFF

A layoff is defined as: a reduction in position(s), a reduction in days worked per year, or a reduction in hours of more than one hour per day. Additionally, a classification layoff is defined as a reduction in days worked per year or hours worked per day across an entire classification. In the event the District in its discretion, determines that a layoff is appropriate, employees will be laid off in the reverse order of their District seniority within the job classification(s) affected by the layoff. The District shall assume that all employees who will be laid off will bump providing a position is available. All employees shall provide the District the employee's school year and summer break mailing address and phone numbers. Laid off employees and employees who may be affected by the layoff shall be informed in writing a minimum of eight (8) working days in advance of the date on which layoff and bumping may occur. Employees so laid off may "bump" or displace employees working in the same or a lower pay range providing the employee has greater District seniority than the least senior employee working the classification to which the employee proposes to bump, and the employee is fully qualified as determined by the District to perform the work in the classification to which the employee proposes to bump.

The right to bump to a position in the same or a lower paying classification does not allow an employee to choose which position they bump into. The District retains the right to select the position (including a vacant position) into which a displaced employee may bump, as long as the position selected protects the earnings of the employee to the extent possible and the employee is fully qualified as indicated above.

On the date set for the layoff and bumping, the District will have assembled administrators and supervisors, the OSEA Union Field Representative and a local union representative for purposes of answering an employee's questions when the employee is called with the employee's bumping option. At the time of the call by the District the employee shall be expected to and shall be prepared to make an immediate decision to the bumping option.

Employees placed into financially equivalent positions (hours and rate of pay) through the bumping process shall relinquish their right to recall.

E. RECALL

Recalls from a layoff shall be made according to seniority and qualification. Recall rights in this section exist for 27 months from the date of layoff. No new employees shall be hired into a classification until all qualified laid off employees from that classification have been given a chance to return to work in that classification. Employees reduced under a classification layoff shall be entitled to reinstatement of days and/or hours according to seniority where possible. "Qualification" or "qualified" for purposes of this Article will not keep an employee from returning to the position in the classification from which they were laid off. No employee will be required to accept recall to a position other than to a financially equivalent position (hours and rate of pay) in the classification from which they were laid off. Employees recalled to temporary or limited-duration positions (as defined in Art. 14.D.) retain their right of recall to a permanent position for the ordinary period of that right.

In order to maintain this right to recall, an employee must register in person or by mail with the superintendent or his designee upon change of address, telephone number and at least every six (6) months to signify availability for recall.

Laid off employees shall be recalled only by certified letter, return receipt requested with restricted delivery, and shall have seven (7) work days from mailing of such notification in which to inform the District of their intent to return to work, and an additional ten (10) work days there from in which to report to work. An earlier reporting date may, by mutual agreement, be arranged.

F. INVOLUNTARY TRANSFER OUTSIDE OF CLASSIFICATION

When the District finds it necessary to fill a vacant position by involuntary transfer of an employee out of the employee's current class, the District will consider the qualifications of the employee(s) and will offer training if the District determines it is necessary. The District will seek volunteers; however, the District is not required to choose any of the volunteers. The District retains the final right to choose who will fill the position. No employee will have to serve more than two (2) years in an involuntary assignment and shall be allowed to return to the assignment they held prior to the involuntary transfer, if the position exists, for a minimum of one year before being involuntarily reassigned again. The District will review the placement after one year. If an employee is involuntarily transferred, they will have the right to appeal (in writing) to the Superintendent, and the Superintendent (or designee) will respond within writing within ten (10) working days of receipt of the appeal. This section does not apply to layoffs and recalls.

ARTICLE 6

GRIEVANCE PROCEDURE

A grievance, for purposes of this Agreement, is defined as an alleged violation of this Agreement.

All meetings and hearings under this procedure shall be kept informal and private and shall include only such parties in interest and/or designated representatives as referred to in this Article. All information relative to the grievance and resolution accomplished via the procedure shall be considered exempt from public disclosure to the extent permitted by law in an effort to assure confidentiality to the employee.

Failure to submit the grievance in accordance with the time limits set forth herein shall constitute abandonment or withdrawal of the grievance.

LEVEL ONE - IMMEDIATE SUPERVISOR

- A. Informal: The grievant shall first discuss the grievance with their immediate supervisor with the objective of resolving the matter informally.
- B. Formal: If the grievance is not resolved informally, it shall be reduced to writing by the grievant who shall submit it to the supervisor within ten (10) working days after the facts upon which the grievance is based first occur or first become known to the employee. Included in the written grievance shall be:

1. A statement of the grievance and the facts upon which it is based.
2. The Article or Articles and the specific language thereof alleged to have been violated.
3. How the action or inaction of the District allegedly violated the specific language cited.
4. The remedial action requested.

The supervisor must render their decision in writing within ten (10) working days following the submission at Level One (B) Formal.

LEVEL TWO - SUPERINTENDENT

If the aggrieved is not satisfied with the disposition of the grievance at Level One, the employee must file the grievance in writing with the Superintendent within ten (10) working days after the decision at Level One.

Within ten (10) working days after receiving the written grievance, the Superintendent will schedule a hearing. The Superintendent must render a decision in writing within ten (10) working days after the hearing.

LEVEL THREE - DISTRICT SCHOOL BOARD

If the aggrieved employee is not satisfied with the decision at Level Two, within ten (10) working days the employee may appeal the grievance in writing to the District School Board of Directors. Within ten (10) working days or at the next regular board meeting, whichever is later, the Board shall hear the arguments of the Superintendent or representative and the aggrieved or representative. Within ten (10) working days following the hearing, the Board of Directors shall render a decision in writing.

LEVEL FOUR – ARBITRATION

If the Association is not satisfied with the disposition of the grievance at the prior step, it shall have the right to submit the grievance to binding arbitration by forwarding written notice of intent to arbitrate the grievance to the Superintendent's office within ten (10) working days after receipt of the decision from the prior step.

Within ten (10) days after such written notice of submission to arbitration, the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of seven (7) arbitrators who maintain an office in Oregon may be made to the Employment Relations Board by either party. Upon receipt of the list of arbitrators, the Association and the District shall select an arbitrator by alternately striking names from the list. The party to strike the first name shall be determined by lot.

The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue their decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issue(s) are submitted to them.

The decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no power to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute their discretion for that of the Board in any manner.

Each party shall pay any and all costs incurred by said party. The fees and expenses of the arbitrator shall be borne equally by both parties.

ARTICLE 7

DISCIPLINE AND DISCHARGE

- A. The District retains the right to discipline and/or discharge any classified employee covered by this Agreement.
- B. No member of the bargaining unit shall be disciplined without due process.
- C. No member of the bargaining unit shall be reduced in basic compensation, suspended without pay or dismissed without Just Cause.
- D. Grievances related to discipline shall be appealable only to the Board level of the grievance procedure, and not to arbitration, the Employment Relations Board, or any other court or judicial or quasi judicial entity whether public or private. Grievances related to reduction in basic compensation, suspension without pay, or dismissal which have been appealed through the School Board level under Article 6 may be subject to arbitration per Article 6 of this agreement. OSEA is the only party which may pursue a grievance to arbitration.

ARTICLE 8

PERSONNEL RECORDS

The personnel records of any employee in the bargaining unit shall not have letters of reprimand or other disciplinary documents that do not bear the employee's signature or initials indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and has refused to sign or initial such material. An employee shall 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 shall be available for inspection upon their request. Material placed in the personnel record of an employee without conforming with the provisions of this Article will not be

used by the District in any subsequent evaluation or disciplinary proceedings involving the employee.

RESIGNATIONS

Employees must submit a letter of resignation to the personnel office not later than ten (10) workdays in advance of the requested date of resignation or retirement.

ARTICLE 9

MEAL AND BREAK PERIODS

Employees who work between two (2) hours and one (1) minute and up to five (5) hours and fifty-nine (59) minutes shall take one (1) ten (10) minute paid break.

Employees who work six (6) hours shall take one (1) ten (10) minute paid break and one (1) thirty (30) minute unpaid meal period.

Employees who work between six (6) hours and one (1) minute and up to ten (10) hours shall take two (2) ten (10) minute paid breaks and one (1) thirty (30) minute unpaid meal period. The meal period will be scheduled by the employee's supervisor as close to the middle of the shift as possible.

Any employee who is required to stay on the premises and on-call during that time has not been completely relieved of all duties as required by the Bureau of Labor and Industries (BOLI) and therefore will be paid for their meal period.

ARTICLE 10

LEAVES

A. BEREAVEMENT LEAVE

A. 1. DEFINITIONS

"Immediate family" is defined as mother, father, grandmother, grandfather, spouse, child or stepchild, grandchild, any other person living in the same household and as defined in the Oregon Family Leave Act (OFLA).

"Extended family" is defined as stepmother, stepfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or cousin and as defined in the Oregon Family Leave Act (OFLA).

2. IMMEDIATE FAMILY

When death occurs in the immediate family of an employee, the employee will be granted necessary time off for the purpose of bereavement. A regular classified employee shall receive up to three (3) days leave per occurrence with pay when said leave occurs within the regular work schedule of the employee. Under OFLA, employees are entitled to ten (10) days off per

occurrence. However, only the number of days above shall be paid days.

3. EXTENDED FAMILY

When death occurs in the extended family of an employee, the employee will be granted necessary time off for the purpose of bereavement. A regular classified employee shall receive a maximum of three (3) days leave per occurrence with pay when said leave occurs within the regular work schedule of the employee. Under OFLA, employees are entitled to ten (10) days off per occurrence. However, only the number of days above shall be paid days.

4. MISCELLANEOUS

In addition to the paid leave described above, an employee may also use bereavement leave intermittently for up to one calendar year. Employees may use up to five (5) additional days of accrued Personal Leave or Vacation Leave per occurrence. A regular part-time employee will, when eligible, receive bereavement leave on a pro-rata basis. During the probationary period bereavement leave shall be granted as indicated above except that it shall be without pay except as otherwise provided for herein. Such leave may not be accumulated. To the extent an employee is eligible for Oregon Family Leave Act bereavement leave and has sick time and sick leave available pursuant to other provisions of this collective bargaining agreement, sick time and sick leave shall run concurrently with the bereavement leave provided for by OFLA.

B. PERSONAL LEAVE

1. After completing the first year of service, employees scheduled for four (4) hours or more per day will accrue personal leave time equivalent to three (3) days based on the employee's current assigned FTE (hours per day). This time shall be credited to each employee at the beginning of the work year. If an employee does not continue to be employed through the entire scheduled work year, the District shall pro-rate the amount of time accrued to the time worked and shall collect any amount due the district by withholding that amount from the employee's last paycheck.

Employees may "cash out" up to two (2) days of personal leave per year at the employee's daily rate. An employee may carry over two (2) days of unused personal leave to the next year. Employees should apply as soon as possible, and whenever possible, at least five days in advance.

Employees who resign or retire after giving the prescribed ten (10) contract days notice will be paid up to the equivalent of two (2) days of accrued and unused personal leave at the time of separation from employment.

2. PERSONAL LEAVE WITHOUT PAY

a) Personal leave without pay may be obtained for up to five (5) days upon review and approval or rejection by the employee's supervisor. Requests for personal leave without pay **BEYOND THE FIRST FIVE (5) days** will require review and prior approval by the Supervisor and Superintendent.

C. WITNESS/APPEARANCE LEAVE

Unless the employee is a party to the judicial proceeding or quasi-judicial or court action, leave with pay shall be granted for an appearance before a court, judicial hearing or quasi-judicial body as a witness in response to a subpoena, or as a juror. Any compensation paid to such employee by the court, judicial or quasi-judicial body, or by the parties to the proceeding shall be endorsed over to the District. Reimbursement for mileage, meals and lodging paid over and above the compensation may be retained by the employee.

D. SICK LEAVE

1. In accordance with ORS 332.507, each employee is entitled to accumulate an unlimited number of days of sick leave at a rate of ten (10) days per school year or one day per month employed, whichever is greater.

An employee will be allowed to bring into the District up to seventy-five (75) days sick leave accumulated in another Oregon school district. However, the accumulation shall not exceed that carried by the most recent employing district and shall not be effective until the employee has completed thirty (30) days with this District.

For the purpose of determining retirement benefits, an employee shall be permitted to transfer an unlimited number of days of unused accumulated sick leave from another Oregon district employer.

If the district is required to provide classified employees sick time under ORS 653.601-653.661 (Oregon Sick Time Law), the district will grant sick time to each employee in compliance with the Oregon Sick Time Law on either an accrual or front loading basis, at the district's discretion per district policy. An employee may use sick time for any of the purposes specified in ORS 653.616, and sick time shall run concurrently with sick leave.

2. Sick leave may be used for illness or injury of the employee's immediate family (see Article 10 Bereavement Leave for definition – except – does not include “any other person living in the same household.”) under circumstances that require the presence of the employee.

3. For each day an employee is absent from work the employee shall give notice to the employee's supervisor or person designated by the Superintendent to receive such notice. If the absence is for consecutive days, the supervisor should be notified of the probable date of return. After five (5) days, the Superintendent or designee may require substantiation of the illness and shall notify said employee before they return to work if a Return to Work letter is required.

E. MEDICAL LEAVE OF ABSENCE

Employees who have exhausted their OFLA/FMLA and accrued sick leave may, with the District's approval, be granted a medical leave of absence without pay for up to six (6) months. The employee must present a medical release to the employee's immediate supervisor from their physician prior to returning to employment. An employee on medical leave of absence without pay shall, at the end of such leave, return to that employee's former position or, at the District's discretion, be placed in a comparable position without the employee suffering a loss in pay.

Employees may accept or waive the right to continue in the District's insurance program as provided in Article 15§E.

1. An employee returning from any illness whether or not sick leave benefits have been paid, may be required to have a medical examination at the expense of the District or furnish a medical doctor's certificate of health prior to returning to work, in order to safeguard the health of students and fellow employees.

2. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except as provided by state law.

3. In compliance with ORS 656.240, employees absent from work because of an on-the job injury may, at the employee's option, have sick leave benefits coordinated with worker's compensation benefits, to equal but not exceed the employee's regular gross wages.

F. OREGON PAID FAMILY AND MEDICAL LEAVE

An employee who receives a benefit under Workers' Compensation Insurance or Paid Family and Medical Leave Insurance may elect to use accrued sick leave to make up the difference between their benefits and their normal salary. Upon receiving written notice of such an election, the District shall deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal salary.

ARTICLE 11

EMPLOYEE (DEFINED)

A. REGULAR FULL-TIME

An employee shall be considered regular full-time if he or she is regularly scheduled to work:

1. Thirty (30) hours or more per week for twelve (12) months, or
2. Forty (40) hours per week for at least nine (9) months.

Regular full-time status shall be calculated from July 1 to June 30 each year, and shall include work in summer programs.

B. REGULAR PART-TIME

All regularly scheduled employees not covered by §A above shall be considered regular part-time.

C. PROBATIONARY

1. Regular Probation

Employment of all regular full-time and regular part-time classified employees, will be

probationary for the first six (6) months of employment in the District. The District may extend probation for three (3) additional months with prior notification to the Association. The District shall have the right to discharge any employee at any time during the probationary period without cause. 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. Temporary employees, who are assigned to temporary positions that become permanent, or who are hired into a permanent position of the same job classification and worksite, shall be credited up to three (3) months of their probationary period.

2. Transfer Probation

- a. Any regular full-time or regular part-time classified employee who applies for and is voluntarily transferred to a vacant position will be probationary in the new position for three months. The District may extend the "transfer probation" for six (6) additional weeks with prior notification to the Association. Such a "transfer probationary" employee shall be entitled to return to their former position upon request up to two (2) weeks following the transfer assignment.
- b. If the District removes a "transfer probationary" employee from their new position during the probationary period and does not return the employee to their former position, the employee shall be reassigned to another position within the District and compensated no less than their former scheduled annual compensation rate (wage x hours x days), pro-rated. The employee shall be maintained at that rate for not less than one year; at the end of one year, the employee shall be paid at the regular scheduled rate designated for their then current position.
- c. If the District removes a "transfer probationary" employee from their new position during the probationary period and does not return the employee to their former position, the District shall assign the removed/reassigned employee to the next vacant position in their former job classification if such a vacancy occurs within one year of the removal/reassignment.

D. TEMPORARY & LIMITED-DURATION

1. Temporary Positions

The District may continue to designate positions as "temporary" based on the need to accommodate unforeseen or unpredictable enrollment, or to perform extraordinary duties/assignments not traditionally performed by bargaining unit members. Such positions may continue as "temporary" for no more than two consecutive school years. Individuals hired to fill temporary positions shall be temporary position employees. Temporary position employees shall not be included in the unit for assignments of up to one hundred thirty (130) work days in length, but if such assignments continue beyond one hundred thirty (130) work days, the temporary employee shall become a part of the bargaining unit for all purposes except layoff and recall. The District may, at its sole discretion, hire up to three (3) temporary position employees at any given time (excluding Instructional Assistants, Secretaries, Librarians) during the term of

this Agreement as seasonal employees who will be exempt from the one hundred thirty (130) work day limit. These seasonal employees may continue as temporary seasonal employees for consecutive school years for up to one hundred eighty (180) work days. The employment of Temporary seasonal employees does not need to be continuous daily employment but will not continue beyond twenty-four (24) calendar months from the time of hire.

2. Temporary Employees

In addition to filling temporary positions, the District may continue to hire temporary employees to fill permanent positions as follows:

- a. Indefinitely, to fill in for regular employees out on long term leave, and
- b. For up to ninety (90) days, to fill vacated permanent positions until regular hires are made.

3. Limited-Duration Positions

Limited-duration positions are those funded by specific limited-duration grant streams, or restricted state or federal funds, such as grant or Title-funded positions. Limited-duration positions are temporary for the duration of the known term of the funding; employees hired into limited-duration positions shall not have an assurance of employment beyond the term of funding, and shall not be entitled to the protections and rights concerning layoff and recall under Article 5 §§ C and D.

ARTICLE 12

DISTRICT OBLIGATION TO BARGAIN WORK SCHEDULING

Except as noted below, the District is not obligated to schedule any level or amount of work or to pay employees when they are not scheduled by the district to work, except as might be expressly required by another term of this agreement (i.e. holiday, vacation, or sick leave). The district is not obligated to pay employees for non-student contact time, including early release time, unless the employees are scheduled to work during that time. If the District intends to depart from a practice of paying employees for early release or non-student contact time, the District agrees to notify the Association of its intent and bargain the impact of any such change before implementing the change. This provision does not affect the District's rights to reduce up to one-hour as set forth in Article 5, Section D. Bargaining will be done in accordance with ORS 243.698.

ARTICLE 13

INSURANCE PROGRAM

- A. For 2022-2023 and payable beginning October 1, 2022 the District will pay up to \$1,480 per employee per month toward the premium costs of health insurance, dental insurance, and vision insurance. For 2023-2024 and payable beginning October 1, 2023 the District will pay up to \$1,540 per month toward the premium costs of health insurance, dental insurance, and vision insurance.
- B. For regular part-time employees scheduled to work at least fifteen hours per week (the minimum number of hours to be eligible for insurance benefits), insurance will be available at an option of paying for a 1 party, 2 party, or family rate. If a regular part-time employee elects to participate in the District's insurance program, the District shall fund the above insurance cap on a pro-rata basis based upon the relationship the employee's workweek bears to thirty-seven and one-half (37 1/2) hours (FOR INSURANCE PURPOSES ONLY).

Insurance benefits shall continue to be paid through the summer months either at the same rate as paid during school months or, for the summer months, at the rate dictated by the employee's regularly scheduled summer hours if that rate is greater. Pre-payment of insurance premiums for summer months will be accomplished via equal payroll deductions during April, May, and June. The employee shall have the option of pre-payment of insurance premiums for summer months via equal payroll deductions from monthly checks.

- C. A new hire shall be employed for a minimum of thirty (30) days before becoming eligible to enroll in the District's insurance program. Coverage will commence on the first day of the month following the 30-day minimum employment requirement.
- D. If the employee accepts the right to continue in the District's insurance program while on unpaid leave (unless the leave is covered in accordance with the provisions of the Family and Medical Leave Act of 1993), the employee must self-pay the premium in accordance with Federal COBRA regulations.
- E. For employees who choose the High Deductible Health Plan (currently Moda Plan Evergreen) the District will place any difference between the premium paid for that plan and up to the amount of the District cap into an employee created Health Savings Account "HSA" (up to the maximum allowed by IRS). Prior to any contributions from the District, the employee will be responsible for establishing the HSA account and providing the District with necessary deposit information. Any contributions are subject to the applicable rules and regulations of the Oregon Educator Benefit Board (OEBB), the Oregon Department of Revenue and the Internal Revenue Service (IRS).
- F. Subject to the restrictions set forth herein, in the Event two classified employees of the District living within a spousal or domestic partnership arrangement, as defined by {OAR 111-010-0015} determine that one of the classified employees will waive health insurance coverage, the District will pay the full premium (beyond the insurance cap paid by the District - and up to the limit of coverage based on the number of hours employed by the District) on the spouse or partner not waiving insurance coverage. At no time shall one member be entitled to receive the Insurance opt out payment as provided for in the Memorandum of Understanding titled "Insurance Opt Out". However, the amount paid by the District shall at no time exceed the amount of two caps. Additionally, the amount shall at no time result in a penalty or tax imposed as a result of the rules and regulations of the Affordable Care Act. In the event the amount the District paid, if there were no restrictions,

would result in a tax or penalty under the Affordable Care Act such a case the District's obligation is to pay up to the amount where the Affordable Care Act tax or penalty will not be applicable.

G. Insurance Opt Out

Employees eligible for a District insurance contribution, but who choose not to obtain insurance coverage, may "opt out" in accordance with the rules as set forth by the Oregon Educator Benefit Board. Employees choosing to opt out must provide proof of other insurance coverage as required by the Oregon Educator Benefit Board. If an eligible employee chooses to opt out of insurance coverage, the employee's decision will be effective until the next open enrollment period unless reinstatement is otherwise provided for by law. In the event insurance coverage is reinstated the stipend shall cease. It is the intent of the parties that an employee shall not receive any insurance benefit and any portion of the stipend in the same month.

An eligible employee who opts out of the District insurance benefit by meeting the requirements outlined above shall receive a monthly stipend in lieu of the contractual insurance cap and such payment will be considered taxable income. Effective October 1, 2022, the monthly stipend will be thirty percent (30%) of the insurance cap.

- H. Insurance shall remain in effect for an employee through the end of the month following their last paycheck. However, if a regular school-year employee works the entire school year, insurance benefits shall continue to be paid through the summer months either at the same rate as paid during school months or, for the summer months, at the rate dictated by the employee's regularly scheduled summer hours if that rate is greater.

ARTICLE 14

HOLIDAYS

- A. Holidays for all employees are as follows:

New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day following Thanksgiving, and Christmas Day. In addition, Presidents' Day will be allowed as a paid holiday *if* (emphasis added) there is no school on that day. This will not be a paid holiday if school is in session, and classified personnel will be expected to report for work in that event. Holidays which fall on a Saturday shall be observed on the preceding Friday. Holidays which fall on a Sunday shall be observed on the succeeding Monday.

- B. Qualifications for holiday pay:

1. An employee must be employed and work for at least thirty (30) days immediately prior to the holiday.
2. Holiday pay shall be calculated using the number of hours the employee works on a regularly scheduled workday.
3. If the holiday falls on a day that the employee was not otherwise scheduled to work

because the employee is on a four (4) day work week schedule, or the employee is actually scheduled to work forty hours in the week in which the holiday occurs, the District may at its discretion either:

- a. revert the work week to five (5) days and provide a pro rata paid holiday, or
 - b. provide the employee with a floating holiday, which may be taken on a date that is mutually acceptable to the employee and supervisor prior to the next scheduled paid holiday.
4. The employee must work the last regularly scheduled workday before the holiday and the first regularly scheduled workday after the holiday. For purposes of this section, paid leave as approved by the supervisor shall be counted as days worked.

ARTICLE 15

PAID VACATION

A. DEFINITIONS

Twelve-month employee: An employee who has worked (and/or been on paid leave) at least fifty percent (50%) of each month's work days (Monday-Friday, including legal holidays) for twelve (12) months.

B. TWELVE (12) MONTH EMPLOYEES

Twelve (12) Month Employees will begin accruing vacation time upon hire into a regular (not temporary) position, but are not eligible to use vacation time until after the one-year anniversary of the employee's official hire date. Vacation time is accrued each month worked and accrues in hourly increments based on the employee's annual vacation days (below) divided by twelve months. Total vacation time awarded annually is calculated by multiplying the employee's regularly scheduled daily hours by the number of days in the table below.

Vacation days awarded are based on the employee's tenure as follows:

Completed Years:	0-5 YEARS	6-12 YEARS	13+ YEARS
Number of Days:	10	15	20

Planned vacation time for twelve (12) month employees must be approved by the employee's immediate supervisor and the District prior to the vacation time beginning.

C. LESS THAN TWELVE (12) MONTH EMPLOYEES

Less Than Twelve (12) Month employees will begin accruing vacation time upon hire into a regular (not temporary) position, but are not eligible to use vacation time. Accumulated vacation time for eligible employees will be cashed out in June after the one-year anniversary of the employee's official hire date. Vacation time is accrued each month worked and accrues in hourly increments. Total vacation time awarded annually is

calculated by multiplying the employee's regularly scheduled daily hours by the number of days in the table below.

Vacation days awarded are based on the employee's tenure as follows:

Completed Years of Continuous Service

1-5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

Number of Days

5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

Vacation time for Less Than Twelve-Month employees may not be used during the school year with the exception of emergency building closures. Vacation time balances shall be cashed out at the end of the fiscal year.

Vacation time will not be cashed out for employees who have not been employed for a full year, but the vacation balances will roll forward to the following year. If employment is terminated prior to one year, vacation time will not be cashed out.

- D. Unused vacation balances may be rolled forward into a subsequent year, limited to the number of hours accrued in the preceding year (example – vacation balance in Year 1 can be rolled forward to Year 2, but only up to the number of hours accrued in Year 1). If because of the District work requirements, an employee is unable to take vacation; such accumulated vacation shall be paid at the employee's regular rate of pay.
- E. Employees who have worked in a regular (not temporary) position for one (1) full year from the official date of hire who resign or retire after giving the prescribed ten (10) contract days notice will be paid for any vacation hours that are accumulated and unused at the time of resignation.

ARTICLE 16

MISCELLANEOUS

A. TOOLS

The District will purchase and sign out to designated users a set of hand tools. Although the District shall replace any such tools worn out as a result of normal usage, the employee who has signed for the tools shall be liable for all loss from other causes including theft and negligence. Except, however, the employee who has signed for the tools shall not be liable if it can be established that a theft occurred at a time when that employee was not at work. It is understood that title for all such tools shall remain with the District. Each tool set shall be inventoried on an annual or more often basis as determined by the District and upon the termination of employment of any employee who has signed for a tool set. Any shortage found at the time of inventory shall be paid for at the current replacement price by the employee.

Personal hand tools and equipment used on the job with District approval will, when broken or worn out, not as a result of negligence of the employee, be replaced by the District. Worn or

broken tools shall be turned in to the employee's supervisor with a request made for replacement. Safeguarding required personal tools and equipment will be the responsibility of the employee. The District shall not be liable for such equipment if it is lost or stolen.

B. COVERALLS/SMOCKS

The District shall provide thirty (30) coveralls and fifty (50) smocks (all large without name tags) to be distributed according to need among the appropriate workplaces. District shall launder and replace these coveralls/smocks as required.

C. PHYSICALS

Physical examinations may from time to time be required by the District or by state law. Exams obtained from physicians on the District's approved provider list shall be paid for by the District. Exams by any other duly licensed M.D. or D.O. shall be reimbursed up to the amount that the District pays for exams by physicians on the District's approved provider list.

D. SCHOOL CLOSURES

In the event school is closed due to inclement weather, emergency or other unanticipated circumstances, lead employees may be required by the administration to report to work. The list of lead employees may include at least one (1) Custodian, one (1) Secretary, and one (1) Maintenance person for each building complex. The lead employee list will be maintained by the District including one (1) substitute for each of the three (3) job categories.

E. BUS TRIPS

1. Trip Rate for Bus Drivers: Drivers taking extracurricular activity trips shall be paid at a rate \$1.00 per hour higher than their regular rate for all trip hours except layover and off-duty time. If overtime is accrued based on trip hours, the employee shall earn overtime at the trip rate. Trips (not routes) will be paid at a minimum of two (2) hours plus thirty (30) minutes for preparation time per day at the driver's regular rate.
2. Layover Time for Bus Drivers: Layover time will be paid at the employee's regular driver rate. Layover time is defined as on duty time (engaged to wait, not released), and is distinguished from off-duty time (waiting to be engaged, released). Layover time shall not count as "hours worked" (e.g., for the purpose of calculating overtime, etc.).
3. Three (3) Day Trips: On the second day of the three (3) day trip, Bus Drivers shall be paid their regular driver rate for the time spent driving and at the first step of the Bus Driver wage for non-driving time not to exceed a combined total of eight (8) hours.
4. Meal & Lodging Reimbursement for Non-Route Trips: Bus drivers shall receive meal reimbursement in accordance with district policy. Lodging will be furnished to the bus drivers on the same basis as coaches and team members.
5. When the District has a need to provide a bus trip and the District determines there is a shortage of drivers the District may contract out bus trips.

ARTICLE 17

COMPENSATION

A. WAGES

1. The job classification list and 2022-2023 and 2023-2024 wage schedules are attached hereto as APPENDIX A, and reflect an increase of five percent (5%) for 2022-2023 and four and one-half percent (4.5%) for 2023-2024. All Instructional Assistant II positions will move to row H, Cafeteria Attendants will move to row J, Production Assistants will move to row I, and Lead Mechanic(s) will move to row A.

The increase will be effective July 1, 2022.

2. Employees shall be compensated at the hourly rate established for the appropriate classification on Appendix A. All employees shall advance on the wage schedule on July 1 of each year of the contract, except that employees hired in April, May, or June shall not make their first advancement on the wage schedule until July 1 of the calendar year following the year in which they are hired.
3. Employees working less than 260 days shall have the option to be compensated on a twelve (12) month basis according to payroll calendars developed by the District. Requests must be received by the District Office no later than the first student contact day of the year to elect pay on a twelve (12) month basis for that year. Once the employee elects pay on a twelve (12) month basis, the pay basis will remain on a twelve (12) month basis unless the employee notifies the District Office. No changes in pay basis will be made mid-year.

In the event that an employee ceases employment with the District and the employee owes the District money, the District shall withhold the money from the employee's last paycheck. However, in the event the employee ceases employment and the District owes the employee money the District shall incorporate the money owed into the employee's last paycheck.

B. STATUS-QUO

Movement on the wage schedule in recognition of an additional year of service is subject to bargaining and is intended to occur only during the term of this Agreement. Following expiration of this Agreement, and prior to agreement on a successor contract, such movement shall not automatically occur as part of the status quo.

C. PLACEMENT ON SCHEDULE

1. New Hires: All employees shall be required to serve a probationary period as indicated in Article 14§C. At the time an employee is newly hired, the District will designate the proper placement of the employee on the appropriate schedule in accordance with the bona fide factors set forth in Oregon's Equal Pay Act. A new employee may be allowed up to nine (9) years of experience on the wage schedule based on actual years of experience on a job of like responsibilities and skills.
2. Position Transfer within District: When an employee transfers to a new higher paying job

classification, the employee is moved to the new job classification at the first step of the wage schedule that reflects a raise in pay beyond their current wage.

3. Summer Programs: Employees working in summer program positions shall be placed on the wage schedule as follows:
 - a. For employees working in the same job classification or classification series during the summer as during the regular school year, placement will be at the same step as their regular school year position.
 - b. For employees working in a different job classification or classification series during the summer as during the regular school year, placement will begin at Step 1 on the wage schedule, with experience in that job classification or classification series accumulating from summer to summer.

D. HOURLY RATE

All employees shall be paid at the hourly rate as provided in Appendix A and B. Notwithstanding past practice, there shall be no payment for time not actually worked except as otherwise provided by this Agreement. All employees shall receive full pay for attending mandatory schooling required by the District.

E. OVERTIME

Employees shall not work overtime without the prior approval of their supervisor. Overtime shall be accrued when an employee works over forty (40) hours in their workweek. Overtime shall be compensated either at a rate of one and one-half (1 1/2) times the employee's regular rate of pay or shall be taken as one and one half (1 1/2) compensatory time off with mutual agreement by the employee and the District. All compensatory time accrued shall be cashed out at the end of the fiscal year at the employee's then current rate of pay.

F. OUT OF CLASSIFICATION PAY

When a regular employee is assigned to temporarily replace another employee in a higher paying classification and after the employee completes the equivalent of one (1) full shift, the substituting employee shall be paid at an hourly rate one wage step higher than their regular rate of pay, or Step 1 of the higher paying category, whichever is higher, although this is not to be construed to mean that the District is liable to maintain a higher level of pay for regular employees who voluntarily work as substitutes in a lower classification. The District shall remain liable to pay the higher rate if the District directs an employee to substitute at a lower level to fulfill the needs of the District.

Example:

Custodian at Step Nine is asked to take the Lead Custodian position. Because there is no step ten on the wage schedule and Step 1 of the higher paying category would not equal the custodian's current wage – we would determine the index amount between Step 8 and Step 9 of the custodian schedule and apply that percentage to the current wage being earned to get the “equivalent to one wage step” higher than their regular rate of pay.

G. EXTRA-CURRICULAR ACTIVITIES

Employees may volunteer to be placed in a pool for extra-curricular activity assignments; such assignments shall be paid at Step One (1) of Job Class L. Employees will be paid the hourly rate for the hours worked. An event is defined as an activity requiring up to three hours (plus or minus). Hours spent on extra-curricular activity assignments shall not be considered hours worked for purposes of calculation of hours worked and overtime, or other wage and hour considerations.

H. SHIFT DIFFERENTIAL

An employee who works the majority of their work shift between the hours of 3:00 PM and 11:00 PM or on weekends shall receive a shift differential of four percent (4%) 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 six percent (6%) applied to their wage for the entire shift.

I. CALL BACK PAY

An employee called back to work outside their normal work hours shall be compensated a minimum of two (2) hours pay.

J. IN-SERVICE WORKSHOPS

When classified employees are required by the District to participate in in-service workshops Or other training, such attendance shall be without loss of pay or benefits.

K. RETENTION AND LONGEVITY STIPEND

In recognition of retention and longevity, on or before June 30, 2023, the District will pay a one-time payment of \$1,000, gross of required deductions, to all bargaining unit members with ten (10) years in-District cumulative employment who remain employed with the District in a regular position for the entire school year and were hired on or before November 1, 2013. "Regular" means not temporary contracts and not extra duty contracts.

ARTICLE 18

LICENSURE FEES & PROFESSIONAL GROWTH

A. MANDATORY LICENSURE FEES

1. The District shall pay all mandatory licensure fees for licenses required by the classified employee's job assignment. "Mandatory licensure fees" shall be those incurred in the course of any training or physical exams required by the District or by federal, state, county, or city laws or ordinances. Payment for required physical exams shall be subject to the limitations in Article 16§C - Physicals.

2. Additionally, the District shall provide "trade-time" (i.e., flexible scheduling) for mandatory training time required outside of regular work hours.

B. PROFESSIONAL GROWTH

1. Each year of this agreement, the District will provide fifteen thousand dollars (\$15,000) for the professional growth of classified employees. Each year's pool shall be annually funded; undistributed funds shall not be rolled over to the following year.
2. Fees or tuition shall only be reimbursed for pre-approved job-related conferences, workshops or coursework; written application for pre-approval must be submitted to the employee's immediate supervisor prior to enrollment in the conference, workshop or course. Determination of whether the conference, workshop or course is "job related" shall be in the sole discretion of the District, and shall be determined by the applicant's immediate supervisor within twenty (20) work days of submission of the application for pre-approval. Denial of approval by the applicant's immediate supervisor may be appealed to the Superintendent (or his/her designee).
3. No later than June 1 of each fiscal year, any employee seeking fee or tuition reimbursement for conferences, workshops or coursework taken during the fiscal year must submit a written application to the District Office, attaching proof of pre-approval and proof of a "C" or "Passing" grade for graded coursework. Reimbursement funds shall be disbursed to all qualifying applicants pro rata, up to a maximum of fifteen hundred dollars (\$1,500) per applicant, except that applicants assigned to positions subject to the paraprofessional training requirements of 20 USC 6319(c) or special education Educational Assistant positions seeking fee or tuition reimbursement for pre-approved job-related conferences, workshops or coursework may obtain pro rata reimbursement up to a maximum of fifteen hundred dollars (\$1,500) per applicant.
4. Mandatory licensure fees paid by the District under §A above shall not be deducted from the Professional Growth Fund.

ARTICLE 19

RECLASSIFICATION COMMITTEE

A. RECLASSIFICATION COMMITTEE

The District and the Association will maintain a Reclassification Committee. The committee's purpose will be:

1. Recommend placement in the wage system for new positions in the bargaining unit; and
2. Review reclassification requests and make recommendations to the parties concerning reclassification.

B. STRUCTURE OF THE COMMITTEE

The committee shall be composed of equal numbers of classified and District representatives. It shall meet on a quarterly basis or as needed.

1. Reclassification requests by classified employees for a particular position may be submitted once in any twelve (12) month period.
2. 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 based on permanent and substantive changes in the position.
3. Requests for reclassification and/or evaluation of new positions for wage placement shall be reviewed by the committee at its next meeting.
4. If the committee recommends the reclassification, it shall be reviewed by the Superintendent within ten (10) working days.
5. If the reclassification is approved by the Superintendent, the employee shall be given a raise equivalent to one step wage higher than their regular rate of pay, or Step one of the higher paying category.
6. If the Superintendent denies the reclassification, the duties identified as permanent and substantive changes shall be removed.
7. The employee shall be notified of the decision of the Superintendent within five (5) working days of such decision.

ARTICLE 20

SAVINGS CLAUSE

Should any Article, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Article, clause or provision shall not invalidate the remaining portions thereof, and such remaining portion shall remain in force and effect for the duration of the Agreement. Upon request of either party, the parties shall bargain the effects of the change in accordance with ORS 243.698.

ARTICLE 21

EMPLOYER "PICK-UP" OF EMPLOYEE PERS CONTRIBUTION

So long as allowed under Oregon law and pursuant to ORS 238.205, Crook County School District shall "pick-up," assume, and pay a six percent (6%) average employee contribution as required by ORS 238.200; to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement and shall also be applicable to employees who first begin to participate in the system, to the termination of this Agreement. Should

such a "pick-up" or employer payment of employee member contribution become unlawful or otherwise prohibited, the parties agree to reopen this Article of the Agreement for renegotiation in accordance with ORS 243.698.

The full amount of required contributions "picked-up" or paid by Crook County School District on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 238.005(20) for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(8) but shall not be considered as "salary" for the purpose of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200(2) and shall be considered to be employee contributions for the purposes of ORS 238.005 to 238.750.

ARTICLE 22

FUNDING CLAUSE

The parties agree that the economic terms of this agreement shall be reopened upon request by mutual agreement If the District determines that funding levels are insufficient to support the financial commitments contained in this Agreement .

ARTICLE 23

REVISION AND TERMINATION

This Agreement shall be effective July 1, 2022, and shall remain in full force and effect through June 30, 2024, and from year to year thereafter unless either party shall serve written notice upon the other no later than May 15, of the year the agreement is due to expire or subsequent anniversary thereof.

This Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, and as otherwise required by ORS 243.650-243.782, the District and Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless required by law.

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Executed in triplicate this ____ day of _____, 2022, in Prineville, Oregon, by the undersigned officers by the authority of and on behalf of the Crook County School District Board of Directors and the Oregon School Employees Association, Chapter #85.

For OSEA Chapter #85

For Crook County School District

OSEA Chapter President

Jessica Ritter, Board Chair

Dated: _____

Dated: _____

OSEA Field Representative

Dated: _____

Memorandum Of Understanding

VOLUNTEERING

In concert with their Collective Bargaining Agreement for July 1, 2003 to June 30, 2006, and pursuant to the rights of a public employer and a certified bargaining unit to enter into agreements modifying the application of certain wage and hour statues and regulations, the Crook County School District (hereinafter "District") and the Classified Employees Chapter #85, OSEA (hereinafter "Association") agree to the following terms concerning unit member volunteering:

1. To qualify under this Memo, volunteer work must be entirely of the employee's free will, and not coerced or required by the district. Such volunteer work shall not be considered hours worked for purposes of calculation of time worked and overtime, or other wage and hour considerations.
2. Employees may only volunteer to do work outside of their ordinary assignment classification, unless the employee is affiliated with an outside organization that is providing volunteer services to the district and the employee is volunteering through the outside organization in his or her capacity as a member of the outside organization – in which case the employee may do volunteer work in his or her assignment classification.
3. Employees may only volunteer to do work outside of their normal work hours.
4. Volunteer work may include, but is not limited to, work as an unpaid substitute for a paid employee and work in an unpaid extra duty or coaching assignment.
5. In all respects that are beyond the parties' discretion to negotiate, the parties and employees shall abide by wage and hour statutes and regulations.

FOR THE ASSOCIATION

FOR THE DISTRICT

DATE: _____

DATE: _____

OSEA Field Representative

Dated: _____

**MEMORANDUM OF AGREEMENT
BROTHERS AND PAULINA STIPEND**

Employees who are assigned to work at Brothers Elementary School or Paulina Elementary school and travel more than thirty (30) miles one way from their residence to either Brothers Elementary School or Paulina Elementary School property will receive a monthly stipend of \$150 net of taxes and associated payroll costs.

This Memorandum of Agreement is effective until June 30, 2024.

FOR THE ASSOCIATION

FOR THE DISTRICT

DATE: _____

DATE: _____

OSEA Field Representative

Dated: _____

MEMORANDUM OF AGREEMENT

The Crook County School District (hereinafter "District") and the Oregon School Employees Association Chapter 85 (hereinafter "Association") agree as follows:

1. For the 2022-2023 and 2023-2024 school years the District and Association agree that if a regular part-time Bus Driver elects to participate in the District's insurance program the District will fund the insurance cap as set forth in Article 16 of the District's and Association's Collective Bargaining Agreement for the 2022-2023 and 2023-2024 school years on a pro-rata basis based upon the relationship the employee's workweek bears to thirty (30) hours per week.

2. The District and Association agree and understand that the provisions set forth in section one above are for determining the cap for insurance purposes only, and this exception to Article 16 of the District's and Association's Collective Bargaining Agreement applies to bus drivers only.

3. This agreement shall terminate June 30, 2024 unless the District and Association specifically agree to enter into a new agreement containing terms as set forth above.

FOR THE ASSOCIATION

FOR THE DISTRICT

DATE: _____

DATE: _____

OSEA Field Representative

Dated: _____

MEMORANDUM OF AGREEMENT

Bus Drivers and Custodial Work

This memorandum of agreement (“MOA”) is entered into this ___ day of _____, 2022, by and between the Crook County School District (“District”) and the Oregon School Employees Association Chapter No. 85 (“Association”) as follows:

Recitals

- A. The District has a bus driver shortage and needs to recruit additional bus drivers to adequately serve District students.
- B. The District would like to immediately implement an incentive program to assist its bus driver recruitment efforts during the 2022-2023 and 2023-24 school years.

Agreement

- 1. For the 2022-2023 and 2023-24 school years, the District and Association agree that if a regular part-time bus driver is assigned additional hours as a school custodian, the bus driver will be compensated for the custodial work time at the same scale rate of pay that they otherwise received as a bus driver.
- 2. The District and Association agree and understand that the provisions set forth in Section 1 above are for additional hours for bus drivers only, and this exception to Article 16 of the District’s Collective Bargaining Agreement applies to bus drivers only.
- 3. This option will be allowed this time only as a result of the specific circumstances and individuals concerning this matter and shall not be construed or argued in any action, litigation or suit, including without limitation, an arbitration or unfair labor practices complaint, to be precedent setting by any party to this agreement and will not be asserted by the parties in the future as a basis for any particular procedure, outcome, or contract language interpretation.
- 4. This Agreement shall terminate June 30, 2024, unless the District and Association enter into a new agreement containing the terms set forth herein.
- 5. The parties agree they have executed this agreement by authority of their board of directors or membership.

FOR THE DISTRICT

FOR THE ASSOCIATION

DATE

DATE

OSEA Field Representative

Dated: _____

Appendix A

Crook County School District/Oregon School Employees Association Classified Wage Schedule July 1, 2022 - June 30, 2023											
Job Class	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Out of Class Step 9 Only
Z	Technology Systems Engineer Supervising Electrician	38.37	39.72	41.13	42.51	43.92	45.21	46.52	47.84	49.18	50.51
A	Licensed Electrician Technology Specialist Grant Writer Lead Mechanic	27.46	28.39	29.32	30.25	31.17	32.10	33.03	33.96	34.92	35.86
B	Electrical Apprentice Technology Tech III	24.68	25.53	26.37	27.18	28.02	28.84	29.70	30.51	31.41	32.25
C	Maintenance II Technology Tech II Building Engineer III Lead Groundskeeper	21.96	22.69	23.42	24.17	24.93	25.65	26.40	27.13	27.91	28.68
D	Mechanic Bus Driver Trainer	20.95	21.66	22.35	23.07	23.78	24.50	25.20	25.90	26.65	27.37
E	Building Engineer II Technology Tech I Licensed - SLPA College Readiness Coord. Welcome Center Coord. Transp. Dispatch/Bookkeeper Bus Driver	19.14	19.77	20.42	21.06	21.72	22.39	23.03	23.68	24.36	25.00
F	Building Engineer I Warehouse (Food Service) Maintenance I Tech Admin Assistant	17.96	18.53	19.15	19.76	20.36	20.97	21.58	22.19	22.82	23.43
G	<i>(Reserved for future use)</i>	17.05	17.65	18.19	18.77	19.35	19.94	20.51	21.08	21.66	22.24
H	Lead Custodian Lead Secretary NS Production Lead Youth Transition Spec. Highly Qualified IA II	16.44	16.97	17.55	18.09	18.64	19.20	19.76	20.33	20.92	21.50
I	Video Tech Mechanic's Helper NS Cafeteria Lead NS Production Assistant	16.21	16.77	17.29	17.87	18.40	18.95	19.50	20.04	20.59	21.19
J	Groundskeeper Courier Custodian Secretary Records Clerk NS Cafeteria Attendant	15.58	16.11	16.64	17.16	17.69	18.22	18.73	19.26	19.79	20.35
L	Instructional Assistant I - Special Education - Kindergarten - Campus Monitor - General Classroom - Clerical	13.28	13.67	14.07	14.45	14.83	15.21	15.62	16.03	16.44	16.94
M	<i>(Reserved for future use)</i>	12.82	13.20	13.58	13.94	14.31	14.69	15.08	15.47	15.88	16.35
N	<i>(Reserved for future use)</i>	15.44	15.92	16.38	16.88	17.37	17.83	18.33	18.84	19.35	19.89
O	Highly Qualified IA I	13.90	14.34	14.77	15.19	15.62	16.08	16.50	16.95	17.38	17.81
P	Custodian - Swing +4%	16.20	16.75	17.31	17.85	18.40	18.95	19.48	20.03	20.58	21.16
Q	Lead Custodian - Swing +4%	17.10	17.65	18.25	18.81	19.39	19.97	20.55	21.14	21.76	22.36
R	Bus Driver - Trip Rate	20.14	20.77	21.42	22.08	22.72	23.39	24.03	24.68	25.36	26.00

**Crook County School District/Oregon School Employees Association
Classified Wage Schedule
July 1, 2023 - June 30, 2024**

Job Class	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Out of Class Step 9 Only
Z	Technology Systems Engineer Supervising Electrician	40.10	41.51	42.98	44.42	45.90	47.24	48.61	49.99	51.39	52.78
A	Licensed Electrician Technology Specialist Grant Writer Lead Mechanic	28.70	29.67	30.64	31.61	32.57	33.54	34.52	35.49	36.49	37.47
B	Electrical Apprentice Technology Tech III	25.79	26.68	27.56	28.40	29.28	30.14	31.04	31.88	32.82	33.70
C	Maintenance II Technology Tech II Building Engineer III Lead Groundskeeper	22.95	23.71	24.47	25.26	26.05	26.80	27.59	28.35	29.17	29.97
D	Mechanic Bus Driver Trainer	21.89	22.63	23.36	24.11	24.85	25.60	26.33	27.07	27.85	28.60
E	Building Engineer II Technology Tech I Licensed - SLPA College Readiness Coord. Welcome Center Coord. Transp. Dispatch/Bookkeeper Bus Driver	20.00	20.66	21.34	22.01	22.70	23.40	24.07	24.75	25.46	26.13
F	Building Engineer I Warehouse (Food Service) Maintenance I Tech Admin Assistant	18.77	19.36	20.01	20.65	21.28	21.91	22.55	23.19	23.85	24.48
G	<i>(Reserved for future use)</i>	17.82	18.44	19.01	19.61	20.22	20.84	21.43	22.01	22.63	23.24
H	Lead Custodian Lead Secretary NS Production Lead Youth Transition Spec. Highly Qualified IA II	17.18	17.73	18.34	18.90	19.48	20.06	20.65	21.24	21.86	22.47
I	Video Tech Mechanic's Helper NS Cafeteria Lead NS Production Assistant	16.94	17.52	18.07	18.67	19.23	19.80	20.38	20.94	21.52	22.14
J	Groundskeeper Courier Custodian Secretary Records Clerk NS Cafeteria Attendant	16.28	16.83	17.39	17.93	18.49	19.04	19.57	20.13	20.68	21.27
L	Instructional Assistant I - Special Education - Kindergarten - Campus Monitor - General Classroom - Clerical	13.88	14.29	14.70	15.10	15.50	15.89	16.32	16.75	17.18	17.70
M	<i>(Reserved for future use)</i>	13.40	13.79	14.19	14.57	14.95	15.35	15.76	16.17	16.59	17.09
N	<i>(Reserved for future use)</i>	16.13	16.64	17.12	17.64	18.15	18.63	19.15	19.69	20.22	20.79
O	Highly Qualified IA I	14.53	14.99	15.43	15.87	16.32	16.80	17.24	17.71	18.16	18.61
P	Custodian - Swing +4%	16.93	17.50	18.09	18.65	19.23	19.80	20.35	20.94	21.51	22.12
Q	Lead Custodian - Swing +4%	17.87	18.44	19.07	19.66	20.26	20.86	21.48	22.09	22.73	23.37
R	Bus Driver - Trip Rate	21.00	21.66	22.34	23.01	23.70	24.40	25.07	25.75	26.46	27.13

BACK COVER