

Collective Bargaining Agreement

between

HARNEY COUNTY SCHOOL DISTRICT #3

and the

Burns-Hines Education Association

September 15, 2021

**Working Document with proposals for
9/15/21 meeting and progress through the
9/1/21 meeting**

District's proposed changes in yellow

BHEA's proposed changes in blue

Highlighted underlined items are proposed additions

Highlighted Strike-throughs are proposed deletions

Tentative Agreements in Green

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PREAMBLE

This Agreement is made this 14th day of August, 2018 by and between the Board of Education of Harney County School District #3 (District) and the Burns-Hines Education Association (Association) on behalf of the Burns-Hines teachers.

Commented [SQ1]: To be completed at conclusion of bargain

ARTICLE 1 - RECOGNITION

- A. The Board recognizes the Burns-Hines Education Association as the exclusive bargaining representative for all regular or temporary full-time or regular or temporary part-time (1/2 time or more) certified personnel when it is known that the teacher will be employed by the District thirty (30) consecutive calendar days or longer. Teachers assigned to Monroe School are included in the bargaining unit represented by the Association and are subject, as any other licensed teacher, to the terms and conditions of the Agreement. **EXCLUSIONS:** Superintendents, assistant superintendents, principals, supervisors, confidential employees, and substitutes.
- B. The term “*teacher*” when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as defined above.
- C. The provisions of this Agreement shall be recognized and adhered to by the District and the Association. Existing policies, rules and regulations, practices, and procedures which are contrary to this Agreement shall be modified or replaced by this Agreement.
- D. There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.
- E. If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted or required by law, but all other provisions shall continue in full force and effect. Upon written request by either party, the Board and the Association shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such a provision.
- F. Any contract between the District and an individual employee hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- G. The Agreement can be modified by mutual consent. A modification must be in writing duly executed by the parties.
- H. The Association recognizes the District as the exclusive bargaining representative for Harney County School District #3. The Association further recognizes that the District has and will continue to retain the rights and responsibilities to operate and manage the District and its programs, facilities, properties, and activities of its employees under management rights which include all areas not specifically addressed in this Agreement. The District shall retain the right to maintain efficiency

of the District operation by determining the methods, the means, and the personnel by which such operations are conducted.

The District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

ARTICLE 2 - PROFESSIONAL RIGHTS

A. ORGANIZING

Teachers shall have the right to organize.

B. REQUIRED MEETINGS OR HEARINGS

If the need arises for a meeting between an employee and a supervisor (including administrators and/or the Board) and the supervisor reasonably believes that the meeting may result in the discipline of the employee or that the meeting may adversely affect the continued employment of the employee (excluding possible reduction in force situations), the supervisor shall inform the employee, in writing, of the need for the meeting, the nature of the meeting and the right of the employee to have a representative present. Such notice shall be given no less than twenty-four (24) hours in advance of the meeting. If, during the course of a meeting between an employee and a supervisor, the employee reasonably believes that the meeting may result in the discipline of the employee or that the meeting may adversely affect the continued employment of the employee, the employee has the right to have a representative present. If a representative is requested and one is to be provided, the employee will be given a reasonable time to secure a representative.

C. EVALUATION OF STUDENTS

The teacher shall have primary responsibility for determining marks of students. No mark shall be changed without consultation between the teacher and the building principal, and the approval of the Superintendent.

D. JUST CAUSE

No employee shall be disciplined without just cause.

E. NONDISCRIMINATION

All practices, procedures and policies of the District shall clearly demonstrate that there is no discrimination in the training, assignment, promotion, transfer or discipline of any teacher, or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, age, domicile, marital status, union activity, or handicap.

F. Electronic Surveillance

Acknowledging that the primary purpose of electronic surveillance is to ensure the health, welfare and safety of all employees, students and visitors to district property, and to safeguard district facilities and equipment, the Board and Association agree as follows:

1. Video cameras and other electronic surveillance equipment may be used in common areas as deemed appropriate by the superintendent. Such equipment shall not be used in classrooms.

Commented [SQ2]: 5/24/21 BHEA Proposed new language

private offices or in any other employment setting without prior notice and written permission of the employee(s) being recorded.

2. The District shall notify all bargaining unit members that electronic surveillance may occur on district property before such surveillance is initiated.

3. Information derived from electronic surveillance shall not be used in any way in the evaluation of bargaining unit members. ***The district can support #3

4. Information derived from electronic surveillance shall not be used in any way to document, substantiate or support disciplinary action against any member of the bargaining unit.

5. Only the superintendent or the superintendent's designee may view/listen to surveillance material and information.

Commented [SQ3]: 6/10/21 The district can support this added section by adding #3 only.

ARTICLE 3 - PERSONAL AND ACADEMIC FREEDOM

- A. The private, religious, and political life of a teacher is not the concern of the District, except as it may directly prevent the teacher from properly performing his/her assigned duties.
- B. The District and the Association will provide a teaching and learning atmosphere which encourages free inquiry, learning, and academic freedom. The District retains all rights to establish curriculum.
- C. The District shall encourage teacher involvement in the review of instructional materials.

ARTICLE 4 - ASSOCIATION RIGHTS AND PRIVILEGES

A. ~~Upon request, the District agrees to furnish to the Association all information, public and non-confidential, necessary for its functioning as exclusive bargaining representative in negotiations and the processing of grievances.~~

Commented [SQ4]: 5/10/21 BHEA proposes to delete

A. Upon request, the District agrees to furnish to the Association all information, public and non-confidential, necessary for its functioning as exclusive bargaining representative in negotiations and the processing of grievances as outlined in HB2016 and any other pertinent law.

Commented [SQ5]: 5/19/21 District counter to BHEA proposed language for Article 4

- B. With the approval of Administration, the Association shall have the right to conduct business at reasonable times during school days.
- C. The Association shall have the right to install and use bulletin boards within each faculty room. Teacher's mailboxes may be used for Association business.
- D. The District will grant the Association five (5) employee days leave without pay for Association business, subject to the availability of substitutes.

E. Upon request, an Association representative may be allowed to make brief announcements, at faculty or other professional meetings employer shall provide 15 minutes after each building staff meeting for the Association to hold an Association meeting.

Commented [SQ6]: 5/10/21 BHEA proposed change

F. Employee Information

Commented [SQ7]: BHEA Proposed language for a new section F 5/10/21

a. Employee Contact Information

The District shall provide, free of charge to a designated representative of the Association, in an editable digital file format agreed to by the Association, the contact information for each employee, including name, all known phone numbers, work and home email addresses, and personal email addresses.

b. Employment Information

The District shall provide, free of charge to a designated representative of the Association, in an editable digital file format agreed to by the exclusive representative, employment information for each employee, including name, date of hire, job title, salary, dues deductions, and work site.

c. Timing of Information

The District shall provide the required contact and employment information within ten (10) calendar days of the date of hire for newly hired bargaining unit member and every 120 calendar days for current employees.

Request for Employee information may include fees according to district policy regarding public records requests

Commented [SQ8]: 5/19 District counter language

G. Access to Bargaining Unit Members

Commented [SQ9]: BHEA new proposed language 5/10/21 for a new section

a. Designated Representatives of the Association

The Association may designate any members of the bargaining unit to be representatives of the Association. The Association will inform the district by September 1st each year who the 2 (two) representatives will be for the school year. The Association may also designate staff of the state and national affiliates as representatives of the Association. "The Association agrees to send the District a list of BHEA Representatives at the beginning of the year, including Officers and Building Representatives, and notify the District during the School Year should Building Representatives or Officers change."

Commented [SQ10]: 5/19/21 District counter language

Commented [SQ11]: 5/24/21 BHEA counter to District 5/19 language

The District shall grant designated bargaining unit representatives reasonable paid time to perform union duties during regular scheduled work hours without loss in pay, benefits, leave accrual, or seniority. The District agrees to allow up to 8 days total to be used for release time from their regular duties. The association will reimburse the district for all associated payroll costs to cover the cost of substitutes for each of these days.

Commented [SQ12]: 5/19/21 District counter language

Duties of a designated representative include: investigate and process grievances; investigate and process workplace complaints; attend investigation and discipline meetings; prepare for and participate in administrative hearings, arbitration proceedings, and ERB hearings; participate in bargaining sessions; participate in labor management meetings; participate in new member orientations; comply with a subpoena; conduct one-on-one interviews with bargaining members; and perform any other duties as agreed upon by the union and employer.

b. New Hire Orientations

K12 Licensed

Prior to the start of the school year, the District shall provide a 30 minute to 2 hour block during the orientation for the Association to meet with new employees hired during summer break. After the school year begins, the District shall provide, within 30 days after hire/on a scheduled date each month, a 30 minute block of time during the employees' workday for the Association to meet with the new employee(s). No employee shall suffer a loss of pay or benefits from participating in these Association orientation meetings.

The District shall provide the Association 30 minutes during any new employee orientation to meet with new employees hired over the summer. For employees hired after the start of the school year, the Association may meet for 30 minutes after school with the new employees within the first 30 days of being hired.

Commented [SQ13]: 5/19/21 District counter language

"For employees hired after the start of the school year, the Association may meet for 30 minutes outside of regular student hours."

Commented [SQ14]: 5/24/21 BHEA counters by replacing the previous sentence with this one.

c. Meeting with Employees during Work Hours

The Association shall have the right to meet with current employees during regular work hours at the employees' worksite to address grievances, complaints, and matter related to employment relations so long as there is no disruption to operations. Any such meetings shall be conducted during either lunch, prep time, or outside of regular student hours. By no means shall students be present or be scheduled to be working with the member when the meeting takes place.

Commented [SQ15]: 5/19/21 District counter language

d. Association Meetings

The Association shall have the right to conduct meetings at employee work locations before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meeting does not interfere with employer operations. The Association shall have the right to conduct meetings without undue interference and the District shall not charge any fee for the use of a worksite for such meetings. The

Commented [SQ16]: 5/19/21 District counter language

~~District reserves the right to charge fees to the Association for use of the facilities, following district facility use policies. Any use of the facilities for Association meetings shall be scheduled through the building principal.~~

Commented [SQ17]: 6/10/21 District retracts this sentence request.

ARTICLE 5 - EVALUATION

- A. Teachers shall be evaluated in accordance with the provisions of ORS 342.850 and 342.856. The District and Association agree to create a joint evaluation committee composed of an equal number of members appointed by the District and an equal number appointed by the Association. The committee will be brought together when either party requests a review of the District's evaluation procedures and/or policies. The committee will reach consensus on final recommendation. Any such recommendation is subject to approval by the Board and Association. At the beginning of the school year all employees will be provided with copies of the evaluation policies, procedures, criteria, and forms. Contract teachers will be evaluated every other year.
- B. A pre-evaluation conference shall be arranged with all employees to be evaluated to establish written performance goals based upon job description and performance standards and any other concerns or basis for evaluation the District wished to consider.
- C. Observations may be both formal and informal:
1. **Formal Observation:** Shall consist of pre- and post-observation conferences and observation forms initiated in advance or during the observation as agreed upon by the teacher and the evaluator. Such observations shall extend for at least thirty (30) continuous minutes in length, except that observations may be for less than thirty (30) minutes in classes when students are assigned for less than thirty (30) minutes. All observations will be conducted by an administrator.
 2. **Informal Observation:** Consists of daily observations of the teacher's performance in the classroom, halls, campus, and extra-curricular activities, by certified personnel.
- Items to be considered in a written evaluation will be anything that influences the teaching/learning relationship.
- D. Evaluations will be based on multiple observations and shall be in writing. Evaluations shall only be conducted by current administrative personnel that include temporarily hired administrative staff.
- E. Observations will be conducted openly. Unscheduled observations are appropriate.
- F. A private conference shall be held between employee and evaluator in order for the employee to learn the results of the formal evaluation.
- G. No material relative to evaluations will be placed in an employee's personnel file unless the employee has had an opportunity to review the material and to affix his/her signature or initials. Employees shall have the right to submit a rebuttal to all written observation and evaluation reports that are to become a part of the personnel file.
- H. If an employee is determined by the Administration to need a written Program of Assistance for Improvement, such plan will be developed and will include:

1. The specific deficiencies in the teacher's performance;
2. The specific corrective step to be taken by the teacher;
3. The specific assessment techniques to be used by the District;
4. The assistance to be provided to help the teacher correct the specific deficiencies identified in the plan.
5. The timelines of the Program of Assistance for Improvement, which shall include frequent observations with written reports to the teacher.

Programs of Assistance for Improvement for probationary teachers shall allow a minimum of four (4) weeks from the plan's application date to conclusion of the plan.

The District shall give notice to the Association in writing, email or by telephone when the District places a teacher on a Program of Assistance for Improvement. A teacher has the right of representation at the time the program of assistance is discussed.

- I. Peer assistance shall be strictly voluntary for all parties. No witness, document, or other information from peer assistance shall be used at any level of the evaluation process without the mutual agreement of the teacher seeking the assistance and the District.

ARTICLE 6 - PERSONNEL FILES

- A. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file exclusive of materials received prior to the date of his/her employment by the District. An Association representative may accompany a teacher during such review upon request of the teacher in writing; the request shall be placed in the teacher's file.
- B. Nothing will be placed in a personnel file unless the teacher has reviewed it and had an opportunity to affix a signature to it. A teacher may respond in writing to any item placed in such personnel file.
- C. Personnel file materials may be purged after three (3) years provided they are mutually determined by the employee and the supervisor to be obsolete or inappropriate, and the Association and the District agree to their removal.
- D. Grievance materials will be filed separately.

ARTICLE 7 - TEACHER ASSIGNMENT

- A. The District shall provide written notice to each teacher on or before June 1st identifying their teaching assignment for the following school year. The parties recognize the District may need to make further adjustments in teaching assignments after June 1st. Teachers shall be notified of any major changes in such assignment(s) and, if requested, the rationale for such changes as soon as possible. Personal notification or a letter to the teacher's last recorded address shall constitute notification.

- B. **JOB SHARE**

1. Teaching assignments to Job Share shall be strictly voluntary and by mutual agreement between the employees and the District. There shall be no involuntary transfer into a Job Share assignment.
2. The District shall pay only one insurance premium cap for both employees. The employees shall determine how this one insurance premium cap shall be divided between them.
3. The employees shall have the right to return to their previous full time equivalency as held immediately prior to the Job Share assignment.
4. The District shall have the full authority to end the Job Share assignment but only after the end of the current work year of the Job Share assignment.

ARTICLE 8 - POSITIONS, TRANSFERS, AND VACANCIES

A. POSITIONS

1. A bargaining unit position shall include the grade level and/or subject taught.
2. All current employees will be given written notice of their specific position for the forthcoming year not later than June 1.

B. TRANSFERS

1. A "transfer" shall mean a change from an employee's current position to a different position.
2. An "involuntary transfer" shall be defined as an employer initiated change in the teacher's position. Certified teachers shall not be involuntarily transferred to the Monroe School.

When a teacher is involuntarily transferred, the District shall consider certification, experience, and the wishes of the teacher when such considerations are not in conflict with the instructional requirements of the District.

- a. The Association and affected employee(s) shall be notified, in writing, of all proposed involuntary transfers along with a written statement of reasons for such transfer.
 - b. Upon request from the employee, the involuntary transfer shall be reviewed in a conference between the employee and the superintendent.
3. A "voluntary transfer" is one in which a current employee requests and is selected to fill a position.
 - a. An employee who desires a change in assignment or extra-curricular assignment for the following year shall submit a "Request to Transfer" to the District office on, or before, March 1st.

- b. If a vacancy occurs in an existing or new position for which the employee is licensed and meets the instructional requirements of the District, the District will notify the employee of the vacancy, in writing, and the timelines for filling the position.

C. **VACANCIES**

- 1. **Vacancy**: A vacancy shall be defined for purposes of this Agreement as a District-declared opening where a vacant position was previously held by a district employee or when a new position covered by this Agreement is created.

- 2. **Posting of Vacancies**

- a. The District shall post notice of mid-year vacancies (including extra duty) at each work site in a designated location for a minimum of seven (7) calendar days before the position is filled. A copy of the posting shall also be given to the Association President.
- b. The District shall post notice of all known vacancies (including extra duty) for the following school year at each work site and at the district office by May 15 of the current work year. Notice of vacancies will be posted for at least 7 (seven) calendar days ~~two weeks~~ before such positions are filled. Thereafter, the vacancy-posting list shall be updated as new vacancies become available. Teachers who apply for a vacancy shall be notified in writing as to the District's action in filling the position.

Commented [SQ18]: 5/24/21 District proposed language

Commented [SQ19]: 9/15/21 District retracts suggested deletion

Commented [SQ20]: 5/19/21 District proposed language

Commented [SQ21]: TA 5/24/21

- 3. **Filling of Vacancies**

- a. Current employees who request a transfer to a vacancy shall be given first priority in consideration.
- b. The current employee requesting a transfer to the vacancy, shall be considered using the following criteria:
 - 1. Individual qualifications including, but not limited to certification and instructional requirements of the District.
 - 2. Instructional requirements and experience in the grades, subjects, buildings and assignments in the teacher's current position and the position for which the teacher has applied.
- c. Hiring of an out-of-district candidate for a specific vacancy shall be made only after it is determined that no internal applicant requesting to fill the vacant position meets the above criteria.

- d. This section does NOT pertain to extra duty contract hiring and vacancies.

Commented [SQ22]: 5/19/21 District proposed language

D. **REASSIGNMENT ASSISTANCE**

1. If any change in position is made once the school year begins or at any time during the school year, the affected employee shall be given assistance with the transfer of material/equipment between rooms/buildings/worksites.

ARTICLE 9 - LAYOFF AND RECALL

LAYOFF/RECALL

- A. In the event of a layoff, the District will follow the procedures outlined under ORS 342.934, "Procedure for reduction of teacher staff due to funding or administrative decision." The District shall give written notice of such action to the Association when such action is taken by the Board.
 1. Non-Monroe School teachers who are laid off and who are subsequently offered recall to a bargaining unit position within the period of recall rights will be allowed to reject a recall to a Monroe School position without loss of further recall rights.
 2. If a Monroe School licensed teacher is laid off, and there are subsequent positions at Monroe School that are opened up for recall, the laid-off Monroe teacher shall be given first right of recall back to the Monroe School irrespective of their seniority and any other contract provisions of Article 4. Notwithstanding, laid-off Monroe School teachers will be eligible for recall to any other bargaining unit licensed position subject to their seniority and the qualification and licensure requirements of section D. of Article 4.9.
- B. Seniority shall be determined by computing the length of service since the employee's first day of actual service as a teacher with the District. Approved leaves of absence will not be considered as an interruption in service. Teachers whose first day of actual paid service takes place prior to the teachers' normal first day of work, so that they may perform duties required in an extended-year contract, will consider the first day of the extended contract as their first day of actual service in the District. Extra duty contracts such as athletic coaching contracts do not count toward seniority.
- C. If a teacher resigns and is later re-employed by the District, length of service shall accrue from the first day of service of the latest period of continuous employment.

RECALL

- D. A teacher who is laid off will remain on the laid-off list and be eligible for recall for a period of twenty-seven (27) months. No new teachers shall be hired to any position until all laid off teachers who are fully qualified and certified for the position have been given an opportunity to accept the position. When there are employees on layoff subject to recall, the provisions of this Article regarding recall will be followed prior to posting or filling a vacancy. Teachers shall be recalled in reverse order of layoff (last laid off, first recalled) using the same criteria for layoff under ORS 342.934 (3).
- E. The District shall notify laid-off teachers of a position opening by certified letter, with return receipt requested, to the last address listed with the District.
- F. Laid off teachers shall have five (5) calendar days from receipt of such notification as indicated on the return receipt in which to indicate their acceptance or rejection of the

Commented [SQ23]: TA 5/24/21

Commented [SQ24]: 5/19/21 District proposed language --
Clean up language

position by certified letter with return receipt requested, and an additional sixty (60) calendar days therefrom in which to begin active employment.

- G. All recall rights shall be forfeited if:
1. The teacher cannot be located at the last known address which has been furnished the District.
 2. The teacher refuses the position offered by the District within the teacher's area of endorsement or previously held by the employee at time of layoff. The position offered must be comparable in hours to the position held prior to layoff.
 3. The teacher fails to accept the position or report to active employment within the time limits established herein.
- H. Teachers who wish to waive recall rights may do so by written notification to the District.
- I. Teachers returning from layoff shall have all previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of the layoff. e.g.: A teacher with 14 years seniority at layoff returns from layoff with 14 years seniority. A teacher with 45 days of accumulated sick leave at time of layoff returns from layoff with 45 days of sick leave, unless employment in another Oregon School District alters the number of accrued sick leave days by the teacher.
- In the event a layoff occurs during the course of a school year, an employee must have completed 135 or more contracted days in the same assignment prior to layoff in order to advance one (1) step on the salary schedule when he/she returns.
- J. With the approval of the insurance carrier, a laid off employee will be allowed to continue on the District insurance programs (or parts of) at the group rate with the employee paying the premium.

ARTICLE 10 - PAYROLL DEDUCTIONS

A. VOLUNTARY SALARY DEDUCTIONS

The District is required, upon request by a teacher, to make authorized deductions and promptly transmit the money to organizations designated by the employee. These deductions shall **may** be limited to the following:

1. Tax sheltered annuities, limited to program capacity of computer. It shall be the complete responsibility of the employee to see that tax sheltered annuities and other pre-tax deductions conform to the requirements of federal and state law.
2. Association monthly dues. The District will not deduct any Association dues from a teacher's paycheck without a valid authorization by the teacher or the association and provided to the District. The District will cease such deductions upon written revocation of such authorization by the teacher or the association.

Commented [SQ25]: 5/19/21 District proposed language

Commented [SQ26]: TA 5/24/21

3. Federal Credit Unions ~~Selected~~
4. Local banks or lending institutions.
5. U.S. Savings Bonds.

Commented [SQ27]: TA 5/24/21

Commented [SQ28]: 5/19/21 District proposed language

The Association agrees that it will indemnify, defend, and hold the District harmless from all suits, actions, proceedings or claims against the District involving application of this Article.

ARTICLE 11 - TEACHING CONDITIONS

- A. Each teacher employed sixty-six percent (66%) to one-hundred percent (100%) of full time shall be provided daily with a minimum of forty-five (45) minutes duty-free preparation time within the teacher workday, except when meetings, conferences, or other school business takes precedence.

Each teacher employed fifty percent (50%) to sixty-five percent (65%) of full time shall be provided daily with a minimum of twenty-five (25) minutes duty-free preparation time within the teacher workday, except when meetings, conferences, or other school business takes precedence.

- B. Preparation time shall not be assigned or contracted to other duties unless mutually agreed to by the employee and the employer. Employees who function as regular classroom teachers on the elementary level shall not be required to remain with their classes while instruction in music, physical education, computers, or library science is being conducted by a licensed specialist hired for such purpose. In extraordinary circumstances, the administrator may request the teacher's presence.
- C. The teacher shall receive additional compensation when the administration request that he/she give up his/her preparation period to cover for another teacher. At the teacher's discretion, additional compensation may be in the form of a per-period rate determined by dividing the minimum daily substitute rate, specified by the State of Oregon, by the number of periods in the regular school day or an equivalent amount of flex-time to be taken outside of regular student contact time.
- D. Each employee shall have thirty (30) consecutive minutes of duty-free lunch.
- E. Teachers at Monroe School shall not be required to be in the presence of students if Oregon Youth Authority staff are not also present.
- F. Teachers at Monroe School will not be required to "take down" students. Teachers will not be required to transport or move students from one area to another.

Commented [SQ29]: TA 5/24/21

Commented [SQ30]: 5/19/21 District proposed clean up language

ARTICLE 12 - WORK YEAR/WORKDAY

- A. The Association will have input into the formation of the school calendar.
- B. Teachers will not be required to attend and shall suffer no penalty when student presence in a particular building is not required due to inclement weather or emergency situations as

determined by the District. In such situations, the missed day or days may be made up at the discretion of the District.

- C. The teacher work year for which the attached salary schedules apply shall be for the hourly equivalent of 190 eight (8) hour days (1520 hours) and shall not be more than the hourly equivalent of 190 eight (8) hour days (Not including a duty free lunch). The days shall include: at minimum 150 nine (9) hour student contact days, two (2) inservice (Professional Development) days, six and one-half (6 ½) workdays, and five (5) paid holidays. One (1) classroom workday will be provided at the end of each trimester to prepare grades. Two (2) classroom workdays will be provided at the beginning of the school year, before students arrive. The five (5) holidays are: **Labor Day, Veteran's Day, Thanksgiving Day, Memorial Day, and Martin Luther King Day.**

The teacher work year for the licensed teaching positions at Monroe School shall be based upon a 228 day contract which is paid based on the salary schedule and on a per diem basis over 190 days. The contract days shall also include six (6) paid holidays as set forth in section C., above, and with the addition of **Independence Day**. Pending the availability of a qualified replacement, an employee may be granted unpaid leave up to forty (40) days of summer service.

- D. On any Friday sessions, all employee work days will be either 3.5 or 7.5 hours depending on that particular week's schedule to include a thirty (30) minute, duty-free lunch when necessary. Exceptions may be made by the building principal.

The District reserves the right to set the start and release times for each building.

E. 30 minute duty free lunches are unpaid for the calculation of hours worked.

Commented [SQ31]: TA 5/24/21

Commented [SQ32]: 5/19/21 District proposed language

F. Workday defined: Unless defined differently in another section of the CBA, a workday is any day the district office is open for business.

Commented [SQ33]: TA 5/24/21

Commented [SQ34]: 5/19/21 District proposed language

ARTICLE 13 - COMPENSATION

A. PROFESSIONAL COMPENSATION

1. The salaries of employees covered by this Agreement for the contract years 2018-2019, 2019-2020, and 2020-2021 shall be set forth in the salary schedules [Appendix A]. The salary schedule for 2018-2019 represents a varied increase across the board ranging from a 12% increase for a step one teacher to the most experienced teacher receiving a 3.5% increase over the 2017-18 salary schedule. The salary schedule for 2019-2020 will represent a 2% increase from the 2018-2019 salary schedule. The salary schedule for 2020-2021 will represent a 2% increase from the 2019-2020 salary schedule.

2. A newly hired teacher shall only be allowed credit for teaching experience in an accredited, public, and K-12 schools, outside of the District for each full year of teaching to a maximum of ten (10) years experience. A newly hired CTE teacher may be allowed up to 10 years of documented industry related experience that corresponds to their license awarded by TSPC.

Commented [SQ35]: 5/19/21 District proposed language

Commented [SQ36]: TA 5/24/21 – Clarifying that the added AND and plural on schools continues to require the experience to be from an accredited public K-12 school. No private school experience will be accepted. We need to reconfirm this TA on 6/10

Commented [SQ37]: BHEA would like an MOU written up that recognizes that any current employee who was not previously recognized for experience earned could be taken care of there instead of adding language to the Contract. This is agreed to by both parties.

3. For the purpose of placement on the salary schedule, the District will grant one (1) year credit for teaching experience of 135 or more contracted days teaching in the same assignment. For example, a teacher with no experience starts at Step 0 of the salary schedule, and a teacher with four years of experience will be placed on Step four(4).

4. The District will accept credits for movement on the salary schedule only for those approved credit hours taken after the teacher has received a degree in education and has received an initial teaching certificate.

5. A part-time teacher advances an experience step on the salary schedule for each full year (135 or more days) of part-time work.

6. When a teacher desires to be advanced across the salary schedule, an official transcript (sealed in an envelope from the college or university) must be filed in the District office on or before September 30 of the school year in which the advancement on the salary schedule is to become effective. The credits must have been earned by August 31 of the contracted year and approved in advance by District Administration.

7. Teachers shall be paid on the work day, workday on or before the 21st of each month.

Commented [SQ38]: 5/19/21 District proposed cleanup language

8. Mileage reimbursement (current IRS rate for out of town district business or professional leave shall be paid in advance, if the employee has turned in the request at least one(1) week in advance. Travel mileage will be paid at the rate of one mileage for each three people attending the same meeting. The district may require that a district vehicle be driven. If this is the case, no mileage will be awarded. The mileage reimbursement will be included in the driver's check. Meals and lodging expenses will be reimbursed according to board policy and shall be paid in advance. Mileage claims and per diem shall be requested in advance on District forms.

10. Special Education teachers to be paid a \$2,000 stipend for work beyond the regular workday.

B. INSURANCE

The District shall pay up to \$1300 effective September 2018, \$1375 September 2019, and \$1450 September 2020, \$1723 \$1500 September 2021 and \$1550 September 2022 towards family medical, dental, vision, and orthodontia insurance from OEBC for each employee Insurance contributions for employees that are less than full time (1.0 FTE) shall be prorated based on the employee's FTE.

Commented [SQ39]: 5/19/21 District will propose an increase in future sessions

Commented [SQ40]: 6/10/21 District Counter proposal

Commented [SQ41]: 5/24/21 BHEA Proposal

BHEA Proposal 9/1/21

2021-22 \$1600 2022-23 \$1650 2023-24 \$1700

District Counter Proposal 9/15/21

2021-22 \$1500 2022-23 \$1550 2023-24 \$1600

1. The Association shall choose the medical, dental, and vision plans offered by the District.
 - a. Subject to the rules and regulations of the Oregon Educator Benefits Board (OEBB) and the Internal Revenue Service (IRS), eligible employees who choose a high deductible health plan (HDHP), will receive insurance cap contributions in excess of actual coverage premiums toward a Health Savings Account (HSA).
 - b. The employee is responsible for establishing the HSA account with either US Bank or American Fidelity and supplying the District with the deposit information.
 - c. If an employee and her/his spouse are both employees of the district and eligible for insurance benefits, and as long as one employee elects to participate in an HDHP, the District agrees to deposit the remaining insurance cap dollars for the employee as outlined above as well as any excess premiums from the spouse's insurance cap into the HSA account up to the maximum allowed per year for a family in accordance to IRS guidelines.
2. OEBB Long Term Disability Plan from Standard Insurance Company. This benefit premium shall be paid by employees.
3. The District shall offer a Section 125 parts A and B benefit for all employees.

C. EXTRA-CURRICULAR COMPENSATION

1. The District will compensate for the Extra Duty Positions [Appendix B] as outlined in the Extra Duty Salary Schedule [Appendix C]. Successful applicants for head coach positions will be given credit for prior head coaching experience gained within the District or elsewhere.
2. ~~Extra-curricular duties positions are to be posted offered to qualified bargaining unit members prior to going outside the unit at least 7 calendar days.~~
2. The District shall inform the Association of any proposed next extra duty positions or any proposed modifications to existing positions. The pay rate for these positions shall be established by mutual agreement between the District and the Association.
3. ~~The District retains the right to add or eliminate Extra Duty Positions for financial or programmatic reasons. Whenever added, the Extra Duty Pay Scale will be used.~~

Commented [SQ42]: 5/19/21 District proposed language

Commented [SQ43]: 5/19/21 District proposed language

4. Qualified employees who apply for head coaching positions will be given interviews. Employees who are qualified to coach a particular sport or activity will be preference over employees not in the association for assistant coaching positions. Whenever a new head coach is hired for a sport, assistant coaching positions for the sport will be open with current assistant coaches given interviews should they apply.

Commented [SQ44]: 9/15/21 District proposal

~~4. Practice or game days missed by coaches with seasons defined by the OSAA shall be docked in a prorated manner using the number of days, excluding Sundays, starting with the first official day of the season and ending with the last day of the championship of that season.~~

Commented [SQ45]: 5/19/21 District proposed language

Commented [SQ46]: 9/15/21 District withdraws this language

Add Extra Duty Stipends for all School Sanctioned Extra-Curricular and Co-Curricular Activities - List Forthcoming

Commented [SQ47]: 5/10/21 BHEA proposal

ARTICLE 14 - PROFESSIONAL DEVELOPMENT

- A. Upon prior District approval, every teacher holding a regular full-time position will be allowed reimbursement of approved cost up to a maximum nine (9) quarter hours or six (6) semester hours study each year at the current fee charged by the Oregon State System of Higher Education at the time the course work was done.
- B. Approval for courses will be based on rigor, relevance, and level of course taken. Coursework needs to be directly related to current teaching assignment, part of a teacher's professional goals, and be graduate level for consideration.
- C. Approved courses will be reimbursed only during the fiscal year completed, except for the courses completed during the month of June when it is not possible to have all the required documentation to the District office before June 30. They will be reimbursed in July.
- D. All tuition reimbursement costs will be charged to the fiscal year in which they are paid, not when they were taken.
- E. An official transcript or grade slip with a receipt must be presented for reimbursement. Canceled checks or credit card receipts will not serve as verification of cost.
- F. If a course is approved for tuition reimbursement, it will be approved for use in accumulating credit hours for movement on the salary schedule.
- G. Reimbursement of units taken for part-time teachers shall be pro-rated on the contracted percentage of their contract.
- H. If more than 9 units can be purchased for the dollar equivalent of 9 units of the highest fee charged by the Oregon State System of Higher Education, the teacher shall be reimbursed up to that dollar maximum.
- I. Any course work the District requires any teacher to complete shall be reimbursed at 100% of cost and shall not be counted against the number of units reimbursed under A. above.
- J. Professional development will be available on a year-round basis.

ARTICLE 15 - PAID LEAVE

A. SICK LEAVE

1. Every teacher holding a regular full-time position is entitled to accumulate an unlimited number of sick leave hours at the rate of ~~80~~ 85 hours (Equivalent to 10 days per year should the employee complete the entire school year) per year, as long as the district has a Four-day workweek. Should the district ever revert back to a 5 day workweek, the rate shall revert to 80 hours. Sick leave used shall be directly proportional to the number of hours taken. Sick leave may be taken as either a half day (4.5 hours) or a full day (8.5 hours.) Sick leave shall be awarded at one day per month starting with the month of August until 10 total days have been added through May. First year teachers will be frontloaded five (5) days with additional days added each month starting in October. Sick leave may be used for serious illness or injury of relatives or to provide home care for a sick child.
1. ~~Every teacher holding a regular full-time position is entitled to accumulate an unlimited number of sick leave hours at the rate of 80 hours per year. Every teacher holding a regular full-time position is entitled to accumulate an unlimited number of sick leave hours at the rate of 10 days per year.~~ Sick leave used shall be directly proportional to the number of hours taken. Sick leave may be used for serious illness or injury of relatives or to provide home care for a sick child.
1. ~~Every~~ teacher holding a regular full-time position is entitled to accumulate an unlimited number of sick leave hours at the rate of ~~80~~ 85 hours (Equivalent to 10 days per year should the employee complete the entire school year) per year, as long as the district has a Four-day workweek. Should the district ever revert back to a 5 day workweek, the rate shall revert to 80 hours. Sick leave used shall be directly proportional to the number of hours taken. ~~Sick leave may be taken as either a half day (4.5 hours) or a full day (8.5 hours.) Sick leave shall be awarded at one day per month starting with the month of August until 10 total days have been added through May. First year teachers will be frontloaded five (5) days with additional days added each month starting in October.~~ Such current sick leave shall accrue to the employee on July 1 of each year or upon the date of the employment for those licensed employees hired after July 1 but before September 30. Sick Leave for new employees hired after September 30 will be fully awarded upon hire on a pro-rated basis of one day per remaining month in the school year. Sick leave may be used for serious illness or injury of relatives or to provide home care for a sick child.
1. ~~Every~~ teacher holding a regular full-time position is entitled to accumulate an unlimited number of sick leave hours at the rate of ~~80~~ 85 hours (Equivalent to 10 days per year should the employee complete the entire school year) per year, as long as the district has a Four-day workweek. Should the district ever revert back to a 5 day workweek, the rate shall revert to 80 hours. Sick leave used shall be directly proportional to the number of hours taken. Sick leave may be taken as either a half

Commented [SQ48]: 5/19/21 District proposed counter language

Commented [SQ49]: 5/10/21 BHEA Proposed language

Commented [SQ50]: 9/1/21 BHEA Counter proposal

Commented [SQ51]: 9/15/21 District proposed language for section 1, including section 1i below it.

day (4 hours) or a full day (8.5 hours). Sick leave may be used for serious illness or injury of relatives or to provide home care for a sick child.

- i. Sick leave days will accrue at the rate of one per month starting with the first paycheck received for the fiscal year. If an employee separates from the district and has used more than one day per month of sick leave, then the employee will pay the district back for the unearned leave with their final paycheck.

Relatives Defined: Spouse of employee, children, grandchildren, grandparents, mother, father, brother, sister, in-law's, or legal dependents/partner.

- 2. Sick leave after five (5) consecutive work days may require certification of the school employee's attending physician or practitioner that the illness or injury prevents the school employee from working. A physician's release may be required for return to work after an illness or injury.
- 3. The District will allow a teacher to transfer in his/her unused sick leave accumulated from another school district in Oregon per ORS 332.507 (4).
- 4. The District will allow teachers to be compensated for accumulated unused sick leave in the form of increased retirement benefits per ORS 332.507 (5).

~~5. Any suspected leave abuse of any kind will be investigated by the district and documentation of leave being used appropriately may be required. Misuse of leave will be subject to discipline up to termination.~~

Commented [SQ52]: 9/15/21 The district withdraws this language as it feels it already has the right to investigate leave abuse as well as terminate employees who abuse leave.
Commented [SQ53]: 5/19/21 District proposed language

B. FAMILY MEDICAL LEAVE

Family medical leave shall be granted in accordance with applicable state and federal statutes.

The teacher shall have the right to choose such leave on a paid or unpaid basis. If the teacher chooses the leave on a paid basis, the teacher shall have the right to determine the order of usage of paid leaves. The teacher shall not be able to take such paid leave beyond that which has been accrued by that teacher.

C. PERSONAL LEAVE

- 1. Teachers shall be allowed a total of three (3) days of paid leave per year (noncumulative) for personal reasons. Personal leave shall be pre-approved at least 24 hours in advance and is dependent upon the availability of substitutes, except for an emergency. It shall not be used to serve as a litigant or witness against the district. In lieu of taking personal days, teachers shall be paid \$180 for each unused day in their final paycheck.

Commented [SQ54]: 9/1/21 BHEA proposal

D. PROFESSIONAL LEAVE

1. The District will allow three (3) days of educational leave, with prior administrative approval, for improvement of classroom instruction, co-curricular, extra-curricular and/or extra duty programs. Meals, mileage, lodging, and registration will be reimbursed according to district policy. Depending upon available funding, the District may allow for more than three (3) days.
2. Professional leave will be available on a year round basis.
3. Professional leave is allowed for events of a non-reoccurring nature. It will not be granted for regular college classes.
4. Leave time for a next day meeting will be after 3:30 p.m. on a working day. Some exceptions may warrant administrative approval for earlier leave time, i.e., weather, distance.
5. Administrators may approve unique requests which fall outside these guidelines.

E. BEREAVEMENT LEAVE

Each teacher shall be allowed a total of ~~4 (four) days five (5) days~~ leave per year (nonaccumulative) with no loss in pay for the death of relatives. ~~On non-holiday weeks when employees are scheduled to work on Friday, 5 days shall be granted.~~ Additional days needed beyond the five must be taken as either leave without pay or personal leave, as approved by either the principal or superintendent.

Commented [SQ55]: 5/19/21 District proposed language

Relatives Defined: Spouse of employee, children, grandchildren, grandparents, mother, father, brother, sister, mother-in-law, or father-in-law, ~~any person regularly living in the home of the professional educator,~~ or legal dependents.

Commented [SQ56]: 5/24/21 BHEA Proposed language

~~District counter 6/10/21 Reduce total days to 3 for any friend or relative and delete definition of relatives.~~

Commented [SQ57]: 6/10/21 District counter to 5/24 BHEA proposal

~~BHEA countered in 6/10/21 meeting to change 3 days to 4 days~~

Commented [SQ58]: BHEA countered at the end of the meeting on 6/10 with this proposal.

Bereavement leave may be used to attend other non-relative funerals for up to one day. Exceptions may be granted by the superintendent to account for travel.

BEREAVEMENT LEAVE – BHEA Proposal 9/15/21

Each teacher shall be allowed a total of ~~four (4) five (5) days~~ leave per year (nonaccumulative) with no loss in pay for the death of relatives. Additional days needed beyond the five must be taken as either leave without pay or personal leave, as approved by either the principal or superintendent.

Relatives Defined: Spouse of employee, children, grandchildren, grandparents, mother, father, brother, sister, ~~mother-in-laws, or father-in-law,~~ a person regularly living in the home of the professional educator, or legal dependents.

Bereavement leave may be used to attend other non relative funerals for up to one day. Exceptions may be granted by the superintendent to account for travel.

Each teacher shall be allowed a total of 3 days leave per year (nonaccumulative) with no loss in pay for the death of a friend.

9/15/21 Counter proposal by the District – shortens the section and eliminates definitions.

Each teacher shall be allowed four (4) days of bereavement leave. Approval of leave is contingent upon substitute availability. In the case of multiple employees requesting leave, priority shall be given to those employees who have had family members pass.

F. **LEGAL LEAVE**

1. If a teacher is subpoenaed to appear as a witness, not a party of interest and not as witness adverse to the District, or is called to jury duty in a case in court, the District will authorize such absence without loss of pay. If the employee receives a fee for these services, the fee, less mileage, shall be deposited with the District in order for the employee to receive a full paycheck for the period involved; and provided further that a copy of the subpoena or other notice shall be filed with the District request for leave.
2. As soon as the teacher is dismissed from the court situation, he/she is to return to regular duty in the school.

G. **HALF-DAY USAGE OF PAID LEAVE**

Paid leave may be taken in half-day increments (4.5 hours) for half-day absences which otherwise qualify for paid leave.

Commented [SQ59]: 5/19/21 District proposed language

H. **Sick Leave Bank**

Commented [SQ60]: 5/10/21 BHEA proposed new section

a. **Purpose**

The purpose of the Sick Leave Bank shall be to provide additional sick leave to eligible and participating employees beyond their accrued personal sick leave.

- i. Sick Leave Bank benefits apply when an illness or injury cause a participating employee to exhaust her/his accumulated personal sick leave prior to recovering sufficiently to return to employment.
- ii. Sick Leave Bank eligibility extends until such time as the participating employee becomes eligible for other disability benefits such as PERS Disability and/or long term disability insurance under the terms and conditions of such programs.

b. **Sick Leave Bank Committee**

- i. The Committee shall be comprised of:
 1. Two (2) District representatives appointed by the Superintendent; and,
 2. Two (2) bargaining unit representatives appointed by the Association.
- ii. The function of the Committee shall be:
 1. To award or to deny an employee's request for additional sick leave from the Sick Leave Bank; and,

2. To terminate the use of sick leave from the Sick Leave Bank for an employee should he/she exhaust benefits, become ineligible or "misuse" benefits from the Bank.
 - iii. The Committee shall use a consensus-based decision making model to make all Sick Leave Bank decisions.
- c. Requesting Sick Leave Bank Benefits
- i. Accessing additional sick leave from the Sick Leave Bank requires exhaustion of the employee's personal accrued sick leave. Upon completely depleting personal accrued sick leave, and after obtaining a physician's statement certifying a medical illness or disability rendering a member unable to perform duties listed on a member's job description, an employee unable to perform the essential duties required for their job may submit a written request through the District Personnel Office to access additional days of sick leave from the Sick Leave Bank.
 - ii. A participating employee's initial request for additional sick leave from the Sick Leave Bank must be in increments of five (5) days and/or forty (40) hours or less.
 - iii. The Personnel Office will inform the Sick Leave Bank Committee immediately of the request from a participating employee.
 - iv. The Committee will respond to the request within three (3) days. The response will be in writing and will specify the number of days or hours of sick leave that is approved for transfer from the Sick Leave Bank to the participating employee. Written medical verification from a licensed physician certifying a participating employee as "medically disabled" will automatically qualify a participating employee for Sick Leave Bank benefits.
 - v. If the request is denied, the response from the Committee must specify the reasons for the denial. The only justification for denial for a Sick Leave Bank request from a participating employee are:
 1. Failure of the employee to exhaust their personal accrued sick leave or
 2. Failure to present documentation of "medical disability" from a licensed physician.
 - vi. Should the Committee be unable to meet in a timely manner to review a request, the Superintendent or her/his designee will have emergency authority to respond to requests.

****Committee should agree to meet and discuss initial parameters, or we can talk about his in bargaining.

Sick Leave Sharing – District Counter to Sick Leave Bank

Employees may donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his or her employment.

- A physician's statement will be requested by the district clearly identifying the condition as "extraordinary or severe" meeting the conditions described above before leave sharing shall be implemented.

Commented [SQ61]: 5/24/21 District proposed language

Commented [SQ62]: 9/1/21 BHEA counter

- Any employee who has an accrued sick leave balance of more than twenty five ten days may donate to the employee
 - An individual may not donate more than 5 days in any given year.
 - An individual may not donate days that reduce that employee's number of accrued days to less than 20 five (5) .
- The employee requesting leave must not be eligible for lost time compensation under Worker's Compensation.
- No employee shall be granted more than 50 days of Shared Sick leave from others in a school year.
- The District shall send out notice to all licensed staff members when a request for sick leave pool is requested and documentation has been received. Days donated that are not used will be held by the district in a pool that may be accessed by the next employee who has a documented request for need. If more time is needed in the pool, the district will send out a request.

Commented [SQ63]: 9/1/21 BHEA counter
 Commented [SQ64]: 9/15/21 District counter

Commented [SQ65]: 9/1/21 BHEA Counter

Commented [SQ66]: 9/1/21 BHEA counter

I. OYA VACATIONS

Commented [SQ67]: 5/24/21 BHEA Proposal

Commented [SQ68]: 9/15/21 The district pays OYA employees for actual time work and does not want to add vacation leave. If an employee does not want to work in the summer, they already have the option within the CBA to do so according to Article 12C of the CBA.

1. Vacation time earned by twelve (12) month and OYA employees in the bargaining unit shall be granted as indicated in the following outline:

Years of service in the District	12 month employee Vacation Days	OYA employee Vacation Days
0 to 1 year	0 days	0 days
1 through 2 years	5 days	4 days
3 through 4 years	10 days	9 days
5 through 9 years	15 days	13 days
10+ years	21 days	18 days

2. Vacation time shall be granted as outlined above, and compensated at that employee's rate of pay. Earned vacation shall be effective at the employee's anniversary date with the District.

ARTICLE 16 - UNPAID LEAVES OTHER LEAVE INFORMATION

Commented [SQ69]: 6/10/21 District proposed language

A. SABBATICAL LEAVE

- Sabbatical leave shall be negotiated individually with Superintendent, relative to leave conditions. If a teacher is granted sabbatical leave, he/she shall return to his/her position on the salary schedule and teaching assignment, per agreement.
- Teachers on unpaid Sabbatical leave can continue on insurance programs, to be paid by employee, contingent on carrier acceptance.

Commented [SQ70]: 6/10/21 District proposed language

B. UNPAID LEAVE Change to #3

Commented [SQ71]: 5/19/21 District proposed language

- Sabbatical Leave:** Upon written request from a teacher, and subject to the approval of the Superintendent, the District shall provide an unpaid leave of up to one (1) year

in length. The teacher requests such leave with the intention of returning to the District. If the teacher decides not to return to the District, the teacher shall be obligated to notify the District, in writing, at least sixty (60) calendar days before such leave is due to expire. All benefits to which the teacher was entitled at the time the leave began, including but not limited to, seniority and accumulated unused sick leave shall be restored to the teacher upon return to service. The teacher shall have the right to return to a substantially equivalent position of equal hours, same salary schedule placement and for which the employee is appropriately licensed.

a) The teacher shall confirm their intent to return by April 15th.

2. Employees who receive paid benefits will be docked a prorated amount when unpaid leave has been requested, and approved during the school year. Any dock pay will be taken out of the next pay period.

Commented [SQ72]: 6/10/21 District proposes to move this language down to D (1)d under Compensation/Benefits

C. UNPAID FAMILY LEAVE

1. Family medical leave shall be granted in accordance with applicable state and federal statutes.
2. The teacher shall have the right to choose such leave on a paid or unpaid basis. If the teacher chooses the leave on a paid basis, the teacher shall have the right to determine the order of usage of paid leaves. The teacher shall not be able to take paid leave beyond that which has been accrued by that teacher.

D. COMPENSATION/BENEFITS

1. ~~The District will continue to pay the district paid medical/dental insurance premium for a maximum of three premium payments per contract year for an employee who is on an approved leave of absence without pay (including family leave) with the following stipulations:~~

Commented [SQ73]: 6/10/21 District proposed striken language

a. ~~The employee must indicate that he/she will return to the employment of the district following the leave of absence without pay.~~

b. ~~If the employee does not return to the employment of the district following the leave of absence without pay, the employee will be charged the amount paid by the district for the medical/dental insurance premiums during the leave of absence without pay.~~

c. Teachers on unpaid leave can continue on insurance programs, to be paid by employee, contingent on carrier acceptance, and in accordance to FMLA/OFLA laws.

Commented [SQ74]: 6/10/21 Change to #1 in this section

Commented [SQ75]: 6/10/21 District proposed language

2. All leave days listed in the contract (except sick leave) will be prorated based on the percentage of the 190 day contract year the employee is on unpaid leave. The leave days lost will be computed as one-half day or full day only, and will be charged according to the portion of the day to which it most closely rounds. ~~If the leave loss computes to less than 25% of a day there will be no loss; 25% but less than 75% will result in one half day loss; 75% but less than 125% will result in one day loss, etc.~~

Commented [SQ76]: 6/10/21 District proposed striken language

3. In order to be granted credit for one year experience for movement on the salary schedule, the employee must work 135 contracted days during the school year. For the purpose of this item, unpaid leaves of absence are not considered days worked.

ARTICLE 17 - 21ST CENTURY COUNCIL/SITE COMMITTEES

As per ORS 329.704, the District and the Association agree to establish a process for involving professional educators in enhancing the quality and effectiveness of education for the purpose of improving student knowledge, skills and attitudes. The District and the Association agree to comply with the school site council requirements of the 21st Century Schools Act.

No 21st Century Council program or procedure shall violate any provision of the collective bargaining agreement without the approval of both the District and the Association

ARTICLE 18 - COMPLAINT PROCEDURE

A. COMPLAINTS

A complaint is a negative remark or criticism made against an employee. Any formal written complaint regarding an employee shall be made known to the employee. Any oral complaint deemed substantive by the administrator shall be made known to the employee. If a complaint by a student, parent, staff member or citizen is received, the supervisor will give the complainant the opportunity to discuss the matter with the employee. The supervisor will encourage the complainant to meet with the employee and discuss the complaint. Anonymous complaints will not be used unless there is evidence to sustain the complaint.

B. MEETING WITH IMMEDIATE SUPERVISOR

The immediate supervisor shall meet with the employee within ten (10) working days after the complaint is made to inform the employee of the nature of the complaint, and shall try to resolve the matter informally. At the employee's request, a meeting between the building principal, the employee, and the complainant shall be arranged. If the complainant declines such a meeting, the matter will be dropped completely. Nothing in this Article shall prohibit the District from investigating and taking action on a complaint without a meeting between the complainant and the employee, when the complaint involves alleged sexual harassment or sexual abuse, or when a criminal or a child abuse investigation is underway.

If this complaint cannot be resolved at the building level, the complaint shall be referred to the Superintendent.

C. RESOLUTION OF UNRESOLVED COMPLAINTS

The Superintendent will determine the disposition of an unresolved complaint within thirty (30) calendar days of the referral of the complaint to the Superintendent or the matter will be dropped completely. Upon making a determination, the Superintendent will notify all parties concerned, in writing, of the decision.

D. COMPLAINT RECORD

An employee may attach a written statement to any material to be placed in his/her personnel file under the provisions of this Article. Any action taken by the District as a result

of a complaint shall be for just cause and may be appealed through the Grievance Procedure.

E. **REPRESENTATION**

The employee has the right to representation at all levels of this procedure.

ARTICLE 19 - GRIEVANCE PROCEDURE

A. **PURPOSE**

The purpose of the procedure is to provide an orderly method for resolving grievances as herein defined. An effort shall be made to settle grievances at the lowest possible level in this procedure.

B. **DEFINITION**

1. **Grievance:** An alleged violation of a specific provision of this Agreement.
2. **Grievant:** A member, a group of members of the bargaining unit, or the Association making the claim.
3. **Days:** Regular teacher work day. Monday-Friday

C. **TIME LIMITS**

1. The time limits herein shall be binding on all parties unless waived or extended by written mutual agreement. In cases where a grievance will be initiated or processed during a period in which the grievant and Board may, by written mutual agreement, extend or modify the time limits herein as is appropriate.
2. If a grievant fails to initiate or process his/her grievance within the time specified herein, the grievance shall be deemed waived.
3. If the administration fails to adhere to the time limits set herein, the grievance automatically advances to the next step.

D. **GRIEVANCE PROCESS**

Step 1: The grievant shall discuss the grievance informally with his/her immediate supervisor within ten (10) days from the occurrence thereof or the grievant's first knowledge thereof. If so desired by the grievant, an Association representative of his/her choice may represent the grievant. Within ten (10) days of such discussion, the immediate supervisor shall communicate his/her response to the grievant and the Association.

Step 2: If the matter remains unresolved, the grievant shall submit a written grievance to the immediate supervisor within ten (10) days of the immediate supervisor's decision. The written grievance shall contain:

1. A statement of the grievance and relevant facts;
2. The management action or inaction which initiated the grievance;

3. The specific provisions of the Agreement allegedly violated; and
4. The remedies sought by the grievant which would resolve the grievance.

The supervisor shall respond in writing to the grievant within ten (10) days; a copy of his/her response shall also go to the Association.

Step 3: If the grievance remains unresolved, the grievant shall submit the grievance statement to the Superintendent or his designee within ten (10) days from receipt of the supervisor's response. The Superintendent or his designee shall hear the grievance within ten (10) days after receipt of the grievance and shall give a written response to the grievant within ten (10) days thereafter; a copy of his/her response shall also go to the Association.

Step 4: If the grievance remains unresolved, the grievant shall submit the grievance statement to the Board within ten (10) days from receipt of the response specified in Step 3. The Board shall establish a hearing date within thirty (30) days after receipt of the grievance statement. The Board shall give a written response to the grievant within twenty (20) days after the hearing has concluded; a copy of the response shall also go to the Association.

Step 5: If the grievance remains unresolved, the grievant may submit the grievance to arbitration. Only contract grievances will be allowed to proceed to arbitration. Upon receipt of the appeal, the Association and Superintendent shall attempt to select an arbitrator within five (5) days. If this cannot be done, the parties shall request a list of arbitrators from the Employment Relations Board (ERB). The parties agree to abide by the American Arbitration Association arbitration rules in conducting the hearing. The decision of the arbitrator, within the scope of his/her authority, shall be binding on the parties.

E. **MISCELLANEOUS**

1. There shall be no restraint, interference, discrimination, or reprisal exerted over any employee choosing to use these procedures.
2. All documents, communications, and records of a grievance will be retained in a separate grievance file and shall not be kept in the employee's personnel file.
3. Each party shall bear all costs of producing their own witnesses, preparation of exhibits and other materials to include the production of a record or transcript of the proceeding unless such a record or transcript is desired by both parties. The fee and expenses of the arbitrator and the cost of the hearing room shall be borne equally by both parties.
4. A grievant may be represented by himself/herself or an Association representative of his/her own choosing at all steps of this procedure. The immediate supervisor, the superintendent, and the Board may also designate a representative to hear the grievance at their respective step.
5. All meetings and hearings under this procedure shall be conducted as provided by law.

ARTICLE 20 - DURATION

This Agreement shall be effective as of ~~October 1, 2018~~ July 1, 2021, and shall continue in effect until ~~June 30, 2024~~ 2024.

This Agreement is duly executed by:

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Date _____

Date _____

Commented [SQ77]: 9/15/21 Proposal for three year contract starting Oct 1, 2021

Commented [SQ78]: 6/10/21 District Proposal

Commented [SQ79]: 9/15/21 District proposes three year deal

Appendix A

CERTIFIED SALARY SCHEDULE 2020-21

	"A"	"B"	"C"	"D"	"E"	"F"	"G"
Years	BA	BA+15	BA+30	BA+45	MA BA+60	MA+15 BA+75	MA+30 BA+90
EXP 0	\$37,676	\$38,656	\$39,660	\$40,692	\$41,750	\$42,835	\$43,949
EXP 1	\$38,656	\$39,660	\$40,692	\$41,750	\$42,835	\$43,949	\$45,092
EXP 2	\$39,660	\$40,692	\$41,750	\$42,835	\$43,949	\$45,092	\$46,263
EXP 3	\$40,328	\$41,376	\$42,453	\$43,556	\$44,689	\$45,850	\$47,042
EXP 4	\$41,376	\$42,453	\$43,556	\$44,689	\$45,850	\$47,042	\$48,266
EXP 5	\$42,071	\$43,164	\$44,286	\$45,437	\$46,619	\$47,833	\$49,074
EXP 6	\$43,164	\$44,286	\$45,437	\$46,619	\$47,833	\$49,074	\$50,351
EXP 7	\$43,884	\$45,025	\$46,195	\$47,397	\$48,629	\$49,893	\$51,191
EXP 8	\$45,025	\$46,195	\$47,397	\$48,629	\$49,893	\$51,191	\$52,522
EXP 9		\$47,119	\$48,108	\$49,358	\$50,642	\$52,215	\$53,572
EXP 10		\$48,061	\$48,830	\$50,098	\$51,655	\$53,259	\$54,643
EXP 11			\$49,563	\$50,850	\$52,688	\$54,324	\$55,736
EXP 12			\$50,306	\$51,612	\$53,742	\$55,410	\$56,851
EXP 13				\$52,902	\$54,817	\$56,518	\$57,988
EXP 14				\$54,224	\$55,913	\$57,648	\$59,148
EXP 15				\$55,580	\$57,031	\$58,801	\$60,331
EXP 16				\$56,970	\$58,172	\$59,977	\$61,538
EXP 17					\$59,335	\$61,177	\$63,077
EXP 18					\$60,819	\$62,706	\$64,654
EXP 19					\$62,338	\$64,274	\$66,270
EXP 20					\$63,897	\$65,880	\$67,927
EXP 21					\$65,813	\$67,857	\$69,624

BHEA Salary Proposal 5/24/21

- July 1, 2021 increase 10%
- July 1, 2022 increase 4%
- July 1, 2023 increase 4%

Commented [SQ80]: 5/24/21 BHEA Proposal

District picks up Employee PERS contribution 2% each year of the contract

- July 1, 2021 2%
- July 1, 2022 2%
- July 1, 2023 2%

District Counter proposal 6/10/21

- July 1, 2021 4% increase PERS 2%
- July 1, 2022 3% increase PERS 1%

Commented [SQ81]: 6/10/21 District Proposal contingent upon all other language in CBA having a TA first

9/1/21 BHEA Proposal

District to pay Employee PERS contribution of 6%

2021-22 8% across the board increase in wages

2022-23 3% across the board increase in wages

2023-24 3% across the board increase in wages

9/15/21 District Counter Proposal

2021-22 District to pay Employee PERS contribution of 6% from this point forward

2022-23 2% across the board increase in wages

2023-24 2% across the board increase in wages

APPENDIX B EXTRA DUTY POSITIONS

HIGH SCHOOL	
FOOTBALL	Head Coach 1-A Asst. Coach 4-C
BASKETBALL	Head Coach 2-A Asst. Coach 2-C Fr/So 2-D
VOLLEYBALL	Head Coach 1-A Asst. Coach 1-C Fr/So 1-D
WRESTLING	Head Coach 1-A Asst. Coach 1-C
BASEBALL	Head Coach 1-A Asst. Coach 2-C
SOFTBALL	Head Coach 1-A Asst. Coach 2-C
TRACK	Head Coach 1-A Asst. Coach 2-C
FFA Advisor (Including Summer)	1-A (2x)
DRAMA	3 Productions B 2 Productions C 1 Production D
Assistant Coaches for High School	C
TENNIS	1-C
CROSS COUNTRY	1-C B
GOLF	1-C Asst. Coach 1-E
RALLY SQUAD	1-B
BARD ADVISOR	1-B A
BARD PHOTOGRAPHER	1-E
SCIENCE CLUB	1-E
DANCE TEAM	1-E
SWING CHOIR	1-E
EXTRACURRICULAR BAND	1-B
STUDENT ACCT.	1-E
TEXTBOOK ACCT.	1-E
ZERO HOUR STUDENT LEADERSHIP CLASS	
ADVISOR	1-B

JUNIOR HIGH	
FOOTBALL	Head C G Assistant H
BASKETBALL	8th-2 B/G C G 7th-2 B/G C G 6th Intramurals C 4 H
WRESTLING	Head C G
VOLLEYBALL	8th Grade C G 7th Grade C G 6th Grade Intramurals
C 4 H	
TRACK	Head C G Assistant H
CROSS COUNTRY	Head C H
DRAMA I
YEARBOOK G J
JH Assistants	D

ELEMENTARY	
NOON INTRAMURALS (All Year)	
Boys Head	E
Boys Asst	F
Girls Head	E
Girls Asst	F
MUSIC PROGRAM	1 Per Year H

Commented [SQ82]: 5/24/21 District proposes to remove all positions not requiring a license and retain only those that do.
 Commented [SQ83R82]: District withdraws this proposal

If, during the school year, it is determined that other positions are needed they will be placed at their appropriate level following negotiations. Payment will be made over the duration of the season.

APPENDIX B EXTRA DUTY POSITIONS Updated Proposal for May 24, 2021

Commented [SQ84]: 9/15/21 This proposal for Appendix B is retracted by the district.

HIGH SCHOOL

JUNIOR HIGH

FFA Advisor	A
DRAMA 3 Productions	B
2 Productions	C
1 Production	D
BARD ADVISOR	B
BARD PHOTOGRAPHER	E
SCIENCE CLUB	E
EXTRACURRICULAR BAND	B
ZERO HOUR STUDENT LEADERSHIP CLASS	B

DRAMA	
YEARBOOK	

~~Should this Appendix be agreed upon, the district withdraws it's proposed changes to Article 8, C(3)d and Article 13, C(2).~~

APPENDIX C EXTRA DUTY SALARY SCHEDULE

YEARS OF EXPERIENCE

EXP	0	1	2	3	4	5	6	7	8	9
A	\$2746	\$2967	\$3194	\$3443	\$3639	\$3858	\$4084	\$4303	\$4529	\$4750
B	2375	2564	2746	2934	3117	3304	3489	3674	3858	4043
C	2006	2153	2304	2450	2597	2746	2895	3045	3194	3339
D	1743	1894	2043	2189	2339	2487	2737	2784	2933	3078
E	1488	1226	1264	1299	1336	1374	1409	1446	1484	1520
F	1004	1039	1077	1112	1144	1177	1226	1264	1403	1336
G	817	855	892	928	966	1004	1039	1077	1112	1149
H	668	698	728	759	787	817	844	875	906	933
I	490	524	557	578	608	640	668	699	728	759

Commented [SQ85]: 6/10/21 District proposes at 6% increase in extra duty stipends

9/15/21

District proposes a 15% raise in extra duty stipends as reflected below

Experience	0	1	2	3	4	5	6	7	8	9
A	\$3,158	\$3,412	\$3,670	\$3,925	\$4,185	\$4,437	\$4,693	\$4,948	\$5,208	\$5,463
B	\$2,731	\$2,945	\$3,158	\$3,374	\$3,585	\$3,800	\$4,012	\$4,225	\$4,437	\$4,649
C	\$2,307	\$2,476	\$2,646	\$2,818	\$2,987	\$3,158	\$3,329	\$3,502	\$3,670	\$3,840
D	\$2,004	\$2,175	\$2,349	\$2,517	\$2,690	\$2,860	\$3,148	\$3,202	\$3,373	\$3,540
E	\$1,366	\$1,410	\$1,454	\$1,494	\$1,536	\$1,580	\$1,620	\$1,663	\$1,707	\$1,748
F	\$1,151	\$1,195	\$1,239	\$1,279	\$1,316	\$1,354	\$1,410	\$1,454	\$1,613	\$1,536

G	\$940	\$983	\$1,026	\$1,067	\$1,111	\$1,151	\$1,195	\$1,239	\$1,279	\$1,321
H	\$768	\$803	\$837	\$873	\$905	\$940	\$971	\$1,006	\$1,042	\$1,073
I	\$564	\$599	\$641	\$665	\$699	\$736	\$768	\$804	\$837	\$873

~~MEMORANDUM OF AGREEMENT – Sick Time – See policy GCBDD/GDBDD~~

Commented [SQ86]: 5/19/21 District proposes to delete this section.

The Harney County School District #3 (hereinafter "District") and the Burns Hines Education Association (hereinafter "Association") hereby agree to the following regarding implementation of the Oregon Sick Time law, ORS 653.601-653.661 for the duration of the 2018-21 Collective Bargaining Agreement:

1. If a teacher has Sick Time available in any given school year, pursuant to ORS 653.601 through 653.661 ("Oregon sick time law"), and in accordance with district policy and this MOA, then the teacher may utilize sick leave under Article 17(A) of the Collective Bargaining Agreement ("Sick Leave") for any of the purposes available pursuant to ORS 653.601 through 653.661, and Sick Time and Sick Leave shall run concurrently. In the event that no Sick Time is available, the provisions of Article 17(A) of the Collective Bargaining Agreement shall apply.
2. Article 17(A) of the Collective Bargaining Agreement provides for Sick Leave in accordance with ORS 332.507. In addition, if the Oregon sick time law applies, teachers shall accrue sick time in accordance with Board Policy GCBDD/GDBDD.
3. If teachers have sick time available per this agreement, employees may use Sick Time for the purposes of bereavement leave per the Oregon sick time law, and it shall run concurrently with the Bereavement Leave set forth in Article 17(E) of the Collective Bargaining Agreement. If the teacher has no Sick Time available, the provisions of Article 17(E) shall apply.

~~FOR THE ASSOCIATION: _____ FOR THE DISTRICT: _____~~

Date _____ Date _____