

**COLLECTIVE BARGAINING
AGREEMENT**

Between

**Local 3466
The Blue Mountain
Federation of Teachers
AFT, AFL-CIO**

(Covering Classified Employees)

and

**Grant School District No. 3
Canyon City, Oregon**

for

JULY 1, 2020– JUNE 30, 2024

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AND
Grant School District No.3
Canyon City, Oregon

AGREEMENT

AGREEMENT BETWEEN THE BLUE MOUNTAIN FEDERATION OF TEACHERS, LOCAL 3466, AFT, AFL-CIO, (hereinafter called 'BMFT'), AND GRANT SCHOOL DISTRICT NO. 3, GRANT COUNTY, OREGON (hereinafter called 'District'). Classified employees are defined as everyone working for School District No.3, part-time employees included, who are neither teachers nor administrators. Excluded are all supervisory, substitutes, temporary, and confidential employees.

ARTICLE I - RECOGNITION

The District recognizes the BMFT as the exclusive representative for all employees in the bargaining unit.

ARTICLE II – STATUS OF AGREEMENT

- A. This contract supersedes and nullifies all previous contracts and past practices.
- B. In the event that any provision of this agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this agreement shall continue in effect. Only the subject of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this agreement, with respect to the period covered by this agreement.
- C. There shall be two (2) signed copies of the final agreement for the purpose of records. One shall be retained by the District, and one by the BMFT.
- D. The Board agrees to print and distribute copies of this agreement to all classified employees within one month following the beginning of the school year and to all others thereafter employed. These copies shall be printed and distributed on a cost share basis, total cost not to exceed \$50.00 to each party.
- E. BMFT agrees to notify the Board, in writing, of its wish to open this contract, not later than October 15th, preceding the expiration date. The parties will make every effort to convene the first meeting for negotiations not later than January 31st.

ARTICLE III – FEDERATION RIGHTS

- A. The BMFT, through its representatives, may have the right to transact official BMFT business relevant to classified employees on School District property before and after the workday, and during employee's lunch and rest breaks. Rooms or other appropriate meeting facilities may be made available, after school hours only, for BMFT use as requested from the building principal. The BMFT may use available audio-visual equipment, upon approval from the building principal, for the same fees charged other organizations or individuals.
- B. The BMFT shall have the right to make announcements at classified employees' staff meetings or by use of any existing communication procedures not ordinarily available to students. Communications must clearly be identified as originating from BMFT. Employees shall comply with Board Policy regarding computer use.
- C. The BMFT and its representatives shall have the right to post notices of activities and matters of BMFT business and concern on staff bulletin boards. At least one such bulletin board shall be in each school district building. The BMFT may use the District mail boxes for communication.
- D. The BMFT and its building representatives may use the School District facilities and office equipment with the approval of the District Superintendent. This does not include supplies.
- E. The Board shall make available to the BMFT, upon request to the office of the Superintendent, any and all public budget information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this agreement. If compilation and copying goes beyond 30 minutes, the Federation will be charged an hourly rate of \$15.00. In addition, the Federation will be assessed a charge of \$0.10 per page. Individual members will be charged \$0.10 per page for any information they request.

ARTICLE IV - MANAGEMENT RIGHTS

- A. The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the state of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right to:
1. The executive management and administrative control of the school system and its properties and facilities;
 2. Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, suspension, dismissal, demotion, promotion or transfer, but not in conflict with the specific provisions of this agreement;
 3. The unqualified right of assignment and direction of work of all of its personnel, and to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
 4. The unqualified right to establish the school calendar;
 5. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation Thereof or changes therein, the institution of new and/or improved methods or changes therein;
 6. Adopt reasonable rules and regulations;
 7. Determine the qualifications of employees; including physical conditions;
 8. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 9. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
 10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
 11. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization
 12. Determine the policy affecting the selection testing or training of employees providing such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific, written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the State of Oregon.

ARTICLE V - PAY POLICIES

A. Union Dues Deductions:

Any employee who is a member of BMFT or who has applied for membership may sign and deliver through the BMFT, to the Superintendent, an assignment authorizing deduction of membership dues, or raises in dues, in the BMFT, including BMFT affiliates. Such notification shall continue in effect from year to year until otherwise notified by the employee through the BMFT. BMFT shall hold the District harmless against any and all claims, suits and/or orders of judgment which may be made by reason of payroll deduction of union dues provided the District acts in accordance with the above. The District agrees to remit such sums to BMFT within ten (10) days.

B. Benefits:

1. When schools are closed because of inclement weather, ice, snow, or other emergencies or hazardous conditions, employees shall not be required to report to work and will suffer no loss of pay or benefits. The district reserves the right to make up any lost time when schools are closed due to these conditions without additional compensation.
2. The District will pay for the fingerprinting charge for all classified employees, and will pay for criminal history verification checks done through the Oregon Department of Education.

C. Compensation

1. Pay Day: Pay day for classified staff members will be on the 15th of each month, or the last working day for classified staff prior to the 15th of each month should the 15th fall on a weekend.
2. Wages: Salaries for all classified employees employed by the District are listed on the attached Appendix A. Where applicable, an employee shall receive an increment increase.
3. Time Sheets: Time sheets for each pay period will be turned in to the Principal/Supervisor for final approval prior to issuance of paychecks which is on the 15th of each month, or last business day prior to the 15th. Monthly due dates will be established by the business office. The time sheet will reflect the actual time worked during the pay period. Any changes to time recorded will be at the discretion of the Principal/Supervisor only after discussion and clarification with the affected employee.
4. Annualized Pay: Salary will be paid as an average annual salary (12 equal payments).

D. Public Employees Retirement System

The District shall pay the 6% employee contribution to the Public Employees Retirement System. If legislation is enacted to prevent the District from making contributions on the employee's behalf, salaries shall be adjusted at that point in time by like amount less the percentage of payroll costs associated with such adjustment.

E. Insurance:

The District shall pay a maximum of \$1200 for the 2020-21 school year, and 1250 for the 21-22 school year, \$1300 for the 2022-23 school year, and 1325 the 23-24 school year per month per eligible employee toward the premium for Medical, Vision and Dental (which may include orthodontia). The insurance identified in this agreement is only provided in accordance with rules and regulations of the insurance carrier.

Employees newly hired by the District shall be eligible for District-paid insurance premiums upon acceptance of written application by the insurance carrier(s) on the first day of the month following the month work commenced.

Subject to the rules and regulations of the insurance carrier, OEGB and the IRS, eligible employees who maintain and provide proof of another employer-sponsored group health plan may opt-out of District sponsored health insurance coverage. All employees who opt-out of health insurance coverage shall receive 55% of the employee's maximum District insurance contribution as a contribution toward a District sponsored Health Reimbursement Arrangement (HRA). Employees who qualify for a full District cap and select a District sponsored health insurance package that costs less than the District's insurance cap will receive a monthly contribution to their HRA or Health Savings Account (HSA) equal to 100% of the difference between the District cap and the actual cost of the monthly insurance premium.

The District shall pay one premium per eligible employee who works 28 hours or more per week. Employees working less than 28 hours but 15 or more hours per work week will be given a pro-rated amount toward the insurance premium. The pro-rated amount will be given only if the balance is provided by the employee.

The formula that will be used to determine the pro-rated amount will be as follows:

Weekly hours ÷ 28 = percentage worked

100% - percentage worked x monthly insurance premium = employee portion

The District will provide a \$50,000 face amount life insurance policy, with double indemnity for accidental death or dismemberment.

Employees have the option of contributing to Retirement Annuities per Board policy.

Employees not committed to return to the District for the following school year shall be covered under the provisions of the above, only through June 30th of that year. Such employees may, however, subject to approval of the insurance carrier, obtain at their expense, coverage under the established District medical insurance plan for a limited time period.

Employees who complete the school year and file for and receive PERS retirement benefits and who will not return for the following school year shall be covered under the above provisions through September 30 of the calendar year in which they retire.

All employees of the District are eligible for Worker's Compensation benefits. Employees may elect to use sick leave benefits charged to the employee's sick leave account on a prorated basis, so as to pay the difference between the employee's regular salary and his Worker's Compensation benefits received, for as long as accrued sick leave is available, when an employee suffers a compensable injury from employment with the District (per ORS 656.240).

F. Vacation:

All twelve-month employees will receive the following paid vacation time:

Length of Service	Vacation
After one (1) year	One (1) week per year
After two (2) years	Two (2) weeks per year
After three (3) years	Three (3) weeks per year

All twelve-month employees must be employed a minimum of seven calendar months before earning vacation time. Vacation time is granted as of July 1 of each year.

Vacations may be taken at any time during the school year with the approval of the District Superintendent or designee. Requests for vacation must be submitted 45 days in advance. Vacation time is not cumulative from year to year unless an employee's vacation request(s) are not approved. In such a situation, the unused vacation will either be accrued or cashed out, at the discretion of the District.

G. Special Education:

Classroom Assistants who have taken the Paraprofessional test approved and administered by the district or Grant ESD and those who hold an Associate degree or above and currently work with special needs students, shall be placed in lane 3 as a Special Ed Certified Paraprofessional. Placement will be maintained as long as special needs children are being served by the individual.

Special needs children are defined as students on Individual Education Plans (IEP' s), Chapter 1, and Neglected & Delinquent (N&D) students.

Employees will not be reimbursed for course work required for Paraprofessional certification unless such payment is mandated by State law.

H. Pay Upon Reclassification or Reassignment:

Upon a district directed reclassification or reassignment to a position with a different rate of pay, an employee shall be frozen at their current rate of pay until the applicable step is greater than their frozen rate of pay.

I. Office Specialists and Assistants will be released from work without loss of pay upon the departure of students or completion of assigned duties on the last day of school before a holiday or break period.

J. Loyalty Bonus

Annually, employees who have 10 years or more with the district will receive \$500 in the November payroll.

ARTICLE VI – NONDISCRIMINATION

In administering the terms and conditions of this agreement, the Parties agree to comply with applicable State and/or Federal Statutes and/or regulations regarding nondiscrimination, i.e. on the basis of age, sex, religion, race, political activity, and association. Grievances filed under this Article are not subject to Article 12, Grievance Procedure, Section E(5).

ARTICLE VII – PERSONNEL POLICIES

A. Personnel Files:

1. Each classified employee shall have the right, upon request, to review the contents of his/her own personnel file. One official personnel file shall be stored in the District Office, for each employee. Files shall be held to be confidential in nature and secured from unauthorized scrutiny.
2. A representative of the BMFT or counsel for the classified employee may, at the employee's request, accompany him/her in review of their personnel file. Grant School District Human Resources staff shall accompany him/her in review of their personnel file.
3. An employee may respond in writing to any item placed in such personnel file and said response shall become a part of said file.

B. Reduction of Classified Staff:

1. The District shall notify the BMFT when they believe Classified Staff reductions are necessary. The Federation will be given an opportunity to review the rationale for the proposed layoffs and to present alternatives to the proposed layoffs. In the event staff reductions become necessary, the District will layoff personnel consistent with the following:

Such reductions shall be accomplished with employee classifications which are within employee groups. For the purpose of this Article, an employee group shall be considered as a category of employees, such as cafeteria employees. An employee classification is a level of assignment within the group, such as kitchen assistant. Reductions shall be by inverse seniority within a classification with consideration for relevant certifications currently held. The District may assign employees from a higher classification to a lower classification within an employee group irrespective of the comparative seniority of employees in the lower classification, and adjust salary as specified in Article V section (G).

2. Employees laid off from the District shall remain on a recall list for two years. When vacant positions occur, the most senior employee on the recall list within the classification qualified for the vacant position will be offered the job.

In the event of a recall, the District shall attempt to contact the employee by e-mail. If there is no response within 5 working days documented, certified mail shall be sent to the address of record as maintained by the District. It shall be the responsibility of the employee to keep the District informed of his/her correct address. The person being recalled must inform the District of their intent to return to employment, subject to the conditions of recall, within fifteen (15) days of mailing of the recall notice, or they shall waive the right to recall. Recall rights expire two (2) years after the date of layoff.

If that employee is not available for work, the next senior employee will be offered the job until a qualified recall list employee is found, or the list is expended. If no qualified employee is found from the recall list, the District has the right to hire under its normal procedures.

C. Evaluation:

Evaluations will be conducted for all classified employees once a year. The building principal, or the Superintendent's designated representative, shall conduct the evaluation. Employees shall be given a copy of the evaluation and shall have the right to comment or respond in writing to the contents of the evaluation. The employee's response to and or acknowledgment of the receipt of his/her evaluation shall be attached to the evaluation and placed in his/her personnel file.

D. Probationary Period:

The first nine (9) months of employment, an employee shall be considered probationary and may be terminated without recourse to the grievance procedure. However, in their 6-month performance evaluation the employee will be given a plan of action for improvement if needed.

E. Discipline and Dismissal:

Employees may be disciplined or discharged only for just cause and due process. Discipline will be conducted using the principles of 'progressive discipline'. Disciplinary actions shall be limited to: written reprimand, suspension without pay and dismissal. Discipline shall be progressive unless a more severe sanction is warranted by the nature and the circumstances of the offense. Disciplinary sessions shall be conducted in an area away from other employees, or the public, unless required by law.

- 1) For the purpose of this contract, due process shall be defined as:
 - a) Notice of the charge or reasons for contemplated action;
 - b) Notice of the nature of contemplated action (notice of sanction);
 - c) An informal meeting with the supervisor prior to final action being taken on the proposed sanctions;
 - d) The right of representation for the employee during part or all of this process.
- 2) No member of the bargaining unit shall be reduced in basic compensation, be suspended without pay, or be dismissed without due process.
- 3) The employee will have the right to include a statement in their personnel file.

Written Reprimand: A written reprimand shall be clearly labeled as such. It shall contain the reasons for the reprimand, the corrective actions expected, and the time period within which improvement must occur.

Suspension Without Pay: Suspension without pay shall be affected by written notice of intent stating the reasons occasioning the discipline and the beginning and ending dates.

F. Position Vacancies:

During the school year the District shall post, at an established location in each building, an announcement of any job opening within the District. Any current employee may apply for the job opening, and, if the employee meets the qualifications for the position, will be interviewed for the position. When school is not in session, vacancies will be posted in the District office.

The District reserves the right to interview both bargaining unit members and outside applicants and select the most qualified applicant, as determined by the District.

If the District determines it necessary to amend an announcement of a job opening after it has been posted, the District will provide those employees who have applied notice of this change.

Job share positions are different from normal vacancies and are not subject to the requirements of this section.

G. Job Sharing:

1. Individuals may group together and propose to job share.
2. A job share plan for the next school year must be submitted to the Board by no later than the May Board meeting.
3.
 - a. Each job-share employee who works less than 15 hours is ineligible for medical, dental, vision, and life insurance coverage.
 - b. Other job share employees' eligibility for District paid premiums for medical, dental, vision, and life insurance shall be covered by the provisions in Article V section (D) of this Agreement and governed by the rules and regulations of the insurance carrier.

- c. For employees who job share one position, the District's monthly contribution for medical, dental, vision, and life insurance premiums shall not exceed the amount that would have been contributed for one full time employee.
 - d. The Board and/or Superintendent may approve or deny job share proposals.
- H.** The Board agrees to bargain over the decision and impact of a subcontracting proposal pursuant to ORS 243.698.

ARTICLE VIII – WORKING HOURS

A. Call Back Time:

An employee called back to work during the evening or on weekends shall not receive less than two (2) hours compensation for such time. This minimum shall not apply to overtime work which is done immediately following the end of an employee's shift, or scheduled overtime immediately preceding the employee's regular shift.

B. Lunch and Rest Periods:

1. Each classified employee working more than four (4) hours per day shall be entitled to a minimum of one half-hour (1/2) duty-free lunch period.
2. In addition, classified employees shall receive a ten (10) minute rest period during each four (4) hours of work, not to exceed two (2) such breaks during a regular eight (8) hour day.

C. Overtime:

1. The work week begins at 12:00 a.m. on Sunday and ends on Saturday at 11:59 p.m. All classified employees will receive overtime pay at the rate of time and one-half after forty (40) hours of work in one week, with double time for District observed holidays. Any paid leave time not actually worked, including, but not limited to paid holidays, paid leave time, and vacation are not counted towards hours worked for the calculation of overtime.
2. Overtime is compensated at 1-1/2 times the regular hourly rate per employee. Overtime is classified as work beyond a forty-hour week. Compensatory time may be granted.
3. Hours of work that would place an employee in overtime pay status must be approved in advance by the Superintendent or their designee.

D. Bus Drivers

The Transportation-Maintenance Department shall make available to all district bus drivers the routes for the coming school year within 12 calendar days of the start of the school. All legally certified District bus drivers (employees) shall, based on seniority, select the route of their choice until all such drivers have made their choice. This process will be completed by Monday of the week before school starts. In the event two or more drivers have equal seniority, choice shall be determined by the luck of the draw or flip of the coin.

When a route becomes available, after the first official day of school, and the selection process has been completed; District bus drivers may bid in writing for the open position. The senior bidder requesting transfer will be assigned to the available route. The vacated route will be filled at the discretion of the District. The District may restrict transfers to one per route opening to maintain continuity of service to students.

Changes in routes resulting from shifts in student populations during the school year shall not make that route subject to the bid process prior to the next August posting. Drivers will not be transferred involuntarily, except in emergency situations or temporary transfers of 2 months or less.

When it is deemed necessary, activity trips defined as mini bus or 14-passenger or less, that are not assigned to the activity trip driver will be distributed among the drivers, including certified route drivers, coaches and teachers who volunteer to drive such routes, at the discretion of the transportation coordinator and/or district administration. Activity trips defined as non mini bus, 15-passenger or more, required a CDL, not assigned to the activity driver will be distributed among the certified route drivers who volunteer for such routes, on a rotational basis starting with the most senior driver. Substitute drivers will only enter the rotation if there are no certified route drivers available to drive such routes.

E. Classification:

An employee contracted to serve in two pay classifications will be compensated the rate of pay when performing duties in the other classification. Example: Instructional Aide (IA) working as a bus driver during the shift as an IA will be paid at the bus driver rate. When working in a classification time will be logged in 15 minute increments.

F. Training:

The district will allow work time to complete mandated certificates and licenses required for employees to perform their jobs. If time is not available, the Superintendent will approve hours outside of the normal work day.

Drug Testing:

When the District directs an employee to take a drug test the time shall be compensable per their current wage.

H. Mileage:

The District shall reimburse District required mileage at the IRS mileage rate in effect on July 1st of each year. This rate will remain the same for the entire school year.

I. Bus video viewing request & procedure

Viewing Requests

1. Requests for viewing video recordings will be limited to district officials, including Drivers and/or teachers whom the district has determined to have legitimate educational/disciplinary interests, parent(s) or student 18 yrs. of age or older or others specified in state and federal law and accompanying regulations.
2. Requests for viewing bus video must be made to the transportation coordinator within 5 school days of the date of the recording.
3. The driver of bus whose video is requested will be informed and given opportunity to view bus recording with a District representative prior to any persons or entities outside of the districts' transportation department, or otherwise required by the law. If the driver is unable to schedule a time to view requested bus recording following the completion of the drivers next scheduled route, or within 12 hours of the request, the district will continue with the request for viewing process.

Viewing Procedure

1. Actual viewing will be permitted at district-related sites only, including the transportation office, schools, district office or as otherwise required by law.
2. A written log will be maintained of those viewing bus video recordings including date of viewing, reason for viewing, the date the bus recording was made, bus videotaped and driver and the signature of the viewer(s).

ARTICLE IX – LEAVES WITH PAY

A. Sick Leave:

1. Every classified employee is entitled to accrue an unlimited number of days of sick leave at the rate of ten (10) days per school year, or one (1) day per month employed, whichever is greater. Sick leave may be used for illness, parental leave, or injury of relatives. Sick leave may be used for medical, dental, or ocular appointments for an employee or their family member when absence during working hours for this purpose is authorized at least twenty-four (24) hours in advance by the Superintendent or their designee.

For the purpose of this contract, relatives are defined as employee's spouse, sons, daughters, mother, father, in loco parentis (persons acting in place of parent), brothers, sisters, grandfather, grandmother, grandchildren, parents/siblings of spouse, stepparent with whom employee has or does make their home, stepchildren, and any member of the immediate household. In any instance involving use of a fraction of days sick leave, the minimum charge to the employee's sick leave account shall be one-half (1/2) hour increments.

2. Sick leave after three (3) consecutive workdays may require certification of the school employee's attending physician or practitioner that the illness or injury prevents the employee from working. A physician's release may be required for return to work after an illness or injury.
3. The District will allow an employee to transfer in unused sick leave accumulated from another school district in/out of Oregon per ORS 332.507(4) for the life of this agreement.
4. When employees are absent from work due to illness, they shall give notice to their supervisor or the person designated by the Superintendent, at least one (1) hour prior to their reporting time. If the absence is for consecutive days, their supervisor or the person designated by the Superintendent should be notified of the probable date of return whenever possible.
5. Sick leave because of an employee's physical incapacity will not be approved when the injury is directly traceable to employment other than with the District.

When an employee suffers a compensable injury arising from employment with the District, sick leave benefits will be granted, and charged to the employee's sick leave account, on a pro rata basis so as to pay the difference between the employee's regular base salary and their Worker's Compensation benefits received for as long as accrued sick leave is available.

6. When a classified employee has exhausted or will soon exhaust their accumulated sick leave, they may ask the district for permission to use donated sick leave in the event of a medical emergency. If granted, the following conditions apply:
 - a. Classified employees may donate up to three (3) days of their accumulated sick leave for another classified employee for emergency medical leave.
 - b. Each employee who donated time must sign a release indicating the time donated is irrevocable.
7. Article IX (A) does not grant any benefits in addition to those established by State law, and is not subject to Article XII, Section E(5) of the Grievance Procedure.

B. Personal Leave:

After one year of service, each employee shall receive two (2) days of personal leave, to be cumulative each year following to a maximum of four (4) days per school year. Personal leave shall be credited to each individual employee's personal leave account on an hourly basis (number of personal days x number of hours that employee is scheduled to work each day). In any instance involving use of a fraction of days of personal leave, the minimum charge to the

employee's personal leave account shall be one-half (1/2) hour increments. Such leave, when taken, shall be requested twenty-four (24) hours in advance, in writing, and approved in advance by the principal and superintendent. At the discretion of the principal/superintendent exceptions may/will be granted in emergency situations.

Employees who have maintained a sick leave balance in excess of 250 hours over the previous school year shall receive one (1) day off with pay scheduled with mutual agreement between the employee and his or her immediate supervisor. 'Day' means the number of hours an employee is scheduled to work. The time off shall be used during the school year and does not accumulate from year to year.

This section begins with the 2003-2004 school year based on sick leave hours accumulated at the end of the 2002-2003 school year.

C. Bereavement Leave (Funeral Leave):

When death occurs to a member of an employee's immediate family, the employee shall be granted necessary time off. Employee will be compensated at their regular rate of pay for up to and including five (5) days. Employee's assigned days off shall be excluded in computing the five consecutive days of bereavement leave. Compensation for bereavement leave shall be subject to the following limitations:

1. Members of an employee's immediate family are limited to: Employee's spouse, sons, daughters, mother, father, in loco parentis (persons acting in place of parent), brothers, sisters, aunt, uncle, grandfather, grandmother, grandchildren, parent/siblings of spouse, stepparent with whom employee has or does make his/her home, stepchildren, and any member of the immediate household.
2. Proof of relationship and/or death may be required.

D. Association Leave

1. The Association may request up to five (5) total days per fiscal year for leave for Association business. Leave requests are subject to the following:
 - a. Leave must be requested at least forty-eight (48) hours in advance;
 - b. The request must be in writing and state the specific purpose of the leave;
 - c. The request must be approved by the superintendent in advance;
 - d. Approval is subject to the availability of substitutes and may be denied if no substitute is available or the day(s) requested fall during the first or last two weeks of school or the day preceding or following a holiday or vacation day; and,
 - e. The business for which the leave is taken must bear a direct relationship to the Association's collective bargaining relationship with the District.
2. Association shall reimburse the District for the cost of a substitute employee if one is used.
3. Leave days do not accumulate from year to year.

E. Jury/Legal Leave:

Employees should fulfill their citizenship responsibilities for jury duty without loss of sick leave and/or regular salary; however, they shall remit any compensation for serving on the jury to the School District, provided such compensation is less than their wages for those days served on jury duty. Upon being excused from jury duty or appearance as a witness during any work day, the employee shall report to their supervisor for possible assignment for the remainder of the regular school day.

The District reserves the right to petition to have the employee exempted from jury duty service, as there are certain times during the school year, and certain employees, for which a particular employee absence may work a hardship on the District.

If an employee is subpoenaed to appear as a witness, not a party of interest, or is called to jury duty in a case in court, the District will authorize such absence without loss of pay. If the employee received 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.

F. Emergency Leave Bank:

Each school year, the District shall deposit in the Emergency Leave Bank a number of days equal to the total of one-half (1/2) day per classified employee. However, the accumulated number of days in the Emergency Leave Bank shall at no time total more than a number of days equal to two (2) days per classified employee.

The Emergency Leave Bank will be administered by a team consisting of two (2) classified employees (selected by the Federation), one (1) Board Member (selected by the Board), the Superintendent, and a fifth team member to be selected by the other four (4) members. This team's duty shall be to determine whether emergency leave will be with pay or without pay. If allowed with pay, that number of days will be withdrawn from the bank. If without pay, the salary for those days will be deducted from that individual's pay. When the emergency days in the bank have been depleted, no further emergency leave will be allowed with pay.

Guidelines for Use of Emergency Leave Bank:

1. No Classified employee may apply for more than five (5) days emergency leave per school year.
2. Classified employees requesting leave from Emergency Leave Bank shall present their case, in writing, to a member of the Emergency Leave Bank Committee. The Employee may be required to appear before the Committee in person.
3. These guidelines should in no way be construed to limit or deny any member from applying to the Emergency Leave Bank Committee for Emergency Leave, if they feel it is an emergency. Each request is handled on a case by case basis.
4. Members must exhaust all other avenues of leave that pertain to the situation before applying, excluding their last personal leave day. Emergency leave may be granted in lieu of utilizing the employee's last personal leave day.
5. The decision of the committee is final.

NOTE: All employees should be reminded that we have a limited number of days in the Emergency Bank, and they should use good judgment when applying for emergency leave.

G. Substitutes:

1. The District may provide substitutes to replace classified employees on prearranged leaves of one day or more.
2. Employees who substitute for another temporarily absent District employee shall be paid the hourly rate equivalent to the first salary schedule step of the job being performed.

ARTICLE X – LEAVE WITHOUT PAY

A. Parental Leave:

Parental leave will be granted to qualified employees for the purpose of child care immediately following the adoption (physical custody) of a child under the age of eighteen. Parental leave time under this section is granted pursuant to State and Federal law; this Article does not grant any benefits in addition to those established by law. Article X (A) is not subject to Article XII, Section E (5) of the Grievance Procedure.

B. Leave of Absence:

The District may grant leave for up to one (1) continuous school year for other leave when such leave is found to be in the best interest of the District and the employee. The District will pay insurance premiums, referenced in Article V (D), for two days of leave without pay in a school year. The employee must pay required premiums for the remainder of the leave and subject to the rules of the insurance carrier.

ARTICLE XI - 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:

- A. During the term of this Agreement, the District shall not lockout its employees.
- B. During the term of this agreement, the Federation or its members will not participate in any strike, slow down, or other concerted activity to include the observance of the picket line of another labor organization.

ARTICLE XII – GRIEVANCE PROCEDURE

A. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems relating to the administration of this Agreement which may from time to time arise. The parties agree that these proceedings will be kept cordial, orderly, and confidential, consistent with the ultimate goal of resolving the grievance at each step of the grievance procedure. Employees shall be free to pursue grievances under this Article without retaliation.

B. Definitions:

1. Grievance: An alleged violation, misinterpretation or misapplication of the terms of this agreement.
2. Grievant: The person filing the grievance, or the Federation (BMFT) in a class grievance.
3. Days: Monday through Friday, excluding observed holidays and those days when the District Office is closed.
4. Class Grievance: A grievance which is filed by the BMFT. Class grievances may be filed initially at Step 2 or at the appropriate administrative level by the BMFT. Otherwise, the initiation, processing, and the resolution of class grievances shall follow the identical procedures established for the resolution of grievances. The BMFT shall identify a class grievance as such, at the time it is initiated.
5. Occurrence: When grievant or BMFT knew of or reasonably should have known of the violation.

C. Time Limits:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. Time limits shall not be extended or modified except by written agreement of the Parties hereto.

The failure of the District to respond within time limits set forth herein constitutes a denial of the grievance at this level, allowing the Federation to proceed to the next step of the grievance procedure. Failure of the BMFT to comply with a time limit set forth herein shall constitute an acceptance of the District's position on the matter.

D. Representation:

The grievant may be represented by himself/herself, or by a representative of the BMFT. No grievance shall be submitted to binding arbitration, except by the BMFT.

E. Procedures:

INFORMAL

1. Step One - Immediate Supervisor: The grievant, as defined above, shall within twenty (20) days of the occurrence of the grievance, discuss it with the Immediate Supervisor, with the objective of resolving the matter informally. The Immediate Supervisor shall have five (5) days in which to respond orally, including reasons, to the grievance.

FORMAL

2. Step Two - If the matter remains unresolved, the grievant shall submit a written grievance to the immediate Supervisor within ten (10) days following the Immediate Supervisor's oral response. The written grievance shall contain:
 - a. A statement of the grievance and a synopsis of the facts;
 - b. The management action or inaction which initiated the grievance;
 - c. The alleged violation or the complaint and their date(s); and

- d. The contract article or articles allegedly violated;
- e. The remedies sought by the grievant which would resolve their grievance.

The Immediate Supervisor shall respond in writing to the grievant within ten (10) days of receipt of the grievance; a copy of their response shall also go to the BMFT.

- 3. **Step Three - Superintendent:** If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievance may be presented to the Superintendent within five (5) days after the completion of Step Two procedures. The Superintendent shall conduct a grievance meeting during which the grievant shall have the opportunity to present their basis for the grievance. The Superintendent shall have five (5) days from the grievance meeting in which to respond in writing to the grievance. In no case shall the Step Three procedures take longer than twenty (20) days.
- 4. **Step Four - School Board:** If the grievant is not satisfied with the decision of the Superintendent, the grievance may be presented to the Board by filing all correspondence presented or received at prior steps with a cover letter with the Clerk of the Board within five (5) days after the Step Three procedures. The grievant and/or the BMFT will be allowed to address the Board to present the merits of their grievance. The Board will make a written response to the grievance within five (5) days after the next regularly scheduled Board Meeting.
- 5. **Step Five - Arbitration:** If the BMFT is not satisfied with the decision of the Board, they may submit the matter to binding arbitration by submission of written notice to the District Superintendent of intent to arbitrate within ten (10) days of completion of Step Four procedures. Upon receipt of such notification, the Federation and the District shall have ten (10) days in which to mutually agree upon an arbitrator. If none is selected, the Parties shall, within five (5) additional days, request arbitration from the Oregon Employment Relations Board. The parties shall then be bound by the Voluntary Labor Arbitration Rules of the AAA in selecting an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the BMFT and hold hearings promptly and shall issue his/her decision. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the BMFT and shall be final and binding on both Parties. The costs of the arbitration shall be shared equally by the Parties.

The arbitrator shall have the only authority to hear a grievance filed and processed in full compliance with the procedure outlined herein and shall not be empowered to add to, expand, or detract from the specific and express terms of this agreement.

F. Miscellaneous:

- 1. **Separate Grievance File:** All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 2. **BMFT Rights:** The BMFT shall have the right to be present and to state its view beginning at Step 2 of the grievance procedure.
- 3. **Written Decisions:** All decisions of the grievance procedure after Step One shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all Parties involved and to the BMFT.
- 4. **Grievance Meetings:** A grievant shall be given release time without loss of pay to attend grievance meetings. A unit member, designated by the BMFT, who is representing another worker or the BMFT at a grievance meeting during working hours shall also be given release time without loss of pay.

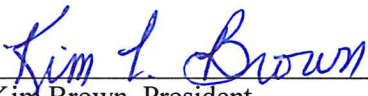
The BMFT and District will make every effort to schedule grievance meetings at a time that is least disruptive to the work day.

ARTICLE XIII - DURATION

- A. This agreement shall be effective July 1, 2020, or upon the date of signing by both parties, whichever shall occur later, and shall remain in full force and effect through June 30, 2024. After ratification, this agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.


EXECUTED THIS 15th DAY OF APRIL, 2020.

FOR THE UNION



Kim Brown, President
Blue Mountain Federation of Teachers

FOR THE EMPLOYER



Chris Cronin, Chairman
Grant School District #3

GRANT SCHOOL DISTRICT #3
APPENDIX A-1
CLASSIFIED WAGES
2020-21

Lane ↓	Step →	100	200	300	400	500
		BEGIN	2nd YEAR	3rd YEAR	4th YEAR	5th YEAR
1	All Office Specialist	15.70	16.19	16.69	17.21	17.74
2	Assistant	13.37	13.78	14.21	14.64	15.10
3	Special Ed Certified Paraprofessional	14.03	14.47	14.91	15.37	15.85
4	Cook's Assistant	12.89	13.29	13.70	14.13	14.57
5	Cook's Helper #1	12.39	12.78	13.17	13.58	14.00
6	Activity Bus	25,420.00	26,206.19	27,016.69	27,852.25	28,713.66
7	Bus Route Driver	16.57	17.09	17.62	18.16	18.72
8	Custodian	16.57	17.09	17.62	18.16	18.72
9	Bus Mechanic	17.59	18.13	18.69	19.27	19.87

GRANT SCHOOL DISTRICT #3
APPENDIX A-2
CLASSIFIED WAGES
2021-22

Lane ↓	Step →	100	200	300	400	500
		BEGIN	2nd YEAR	3rd YEAR	4th YEAR	5th YEAR
1	All Office Specialist	16.10	16.59	17.11	17.64	18.18
2	Assistant	13.70	14.12	14.56	15.01	15.48
3	Special Ed Certified Paraprofessional	14.38	14.83	15.29	15.76	16.25
4	Cook's Assistant	13.22	13.63	14.05	14.48	14.93
5	Cook's Helper #1	12.70	13.09	13.50	13.92	14.35
6	Activity Bus	26,055.50	26,861.34	27,692.10	28,548.56	29,431.51
7	Bus Route Driver	16.99	17.51	18.06	18.61	19.19
8	Custodian	16.99	17.51	18.06	18.61	19.19
9	Bus Mechanic	18.03	18.59	19.16	19.75	20.36

GRANT SCHOOL DISTRICT #3
APPENDIX A-2
CLASSIFIED WAGES
2022-23

Lane ↓	Step →	100	200	300	400	500
		BEGIN	2nd YEAR	3rd YEAR	4th YEAR	5th YEAR
1	All Office Specialist	16.50	17.01	17.53	18.08	18.64
2	Assistant	14.04	14.48	14.92	15.39	15.86
3	Special Ed Certified Paraprofessional	14.74	15.20	15.67	16.15	16.65
4	Cook's Assistant	13.55	13.97	14.40	14.84	15.30
5	Cook's Helper #1	13.02	13.42	13.84	14.27	14.71
6	Activity Bus	26,706.89	27,532.87	28,384.41	29,262.27	30,167.29
7	Bus Route Driver	17.41	17.95	18.51	19.08	19.67
8	Custodian	17.41	17.95	18.51	19.08	19.67
9	Bus Mechanic	18.48	19.05	19.64	20.25	20.87

GRANT SCHOOL DISTRICT #3
APPENDIX A-2
CLASSIFIED WAGES
2023-24

Lane ↓	Step →	100	200	300	400	500
		BEGIN	2nd YEAR	3rd YEAR	4th YEAR	5th YEAR
1	All Office Specialist	16.91	17.43	17.97	18.53	19.10
2	Assistant	14.39	14.84	15.30	15.77	16.26
3	Special Ed Certified Paraprofessional	15.11	15.58	16.06	16.56	17.07
4	Cook's Assistant	13.89	14.32	14.76	15.21	15.69
5	Cook's Helper #1	13.35	13.76	14.18	14.62	15.07
6	Activity Bus	27,374.56	28,221.20	29,094.02	29,993.83	30,921.48
7	Bus Route Driver	17.85	18.40	18.97	19.56	20.16
8	Custodian	17.85	18.40	18.97	19.56	20.16
9	Bus Mechanic	18.94	19.53	20.13	20.75	21.40

THE CLASSIFIED EMPLOYEES WORK YEAR INDICATED ABOVE WILL INCLUDE THE FOLLOWING HOLIDAYS FOR THE NINE-MONTH EMPLOYEES, THE FIRST SEVEN (7) OF WHICH ARE PAID:

- | | |
|---------------------|---------------------------|
| 1. LABOR DAY | 5. NEW YEAR' S DAY |
| 2. VETERAN' S DAY | 6. MARTIN LUTHER KING DAY |
| 3. THANKSGIVING DAY | 7. PRESIDENT' S DAY |
| 4. MEMORIAL DAY | 8. CHRISTMAS DAY |

THE CLASSIFIED EMPLOYEES WORK YEAR INDICATED ABOVE WILL INCLUDE THE FOLLOWING HOLIDAYS FOR THE TWELVE-MONTH EMPLOYEES, ALL NINE (9) OF WHICH ARE PAID:

- | | |
|---------------------|---------------------------|
| 1. LABOR DAY | 5. NEW YEAR' S DAY |
| 2. VETERAN' S DAY | 6. MARTIN LUTHER KING DAY |
| 3. THANKSGIVING DAY | 7. PRESIDENT' S DAY |
| 4. MEMORIAL DAY | 8. CHRISTMAS DAY |
| | 9. INDEPENDENCE DAY |