

Contract
Knappa School District No. 4
and
Oregon School Employees Association
Chapter #52

2023-2025



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Contract
Knappa School District No. 4
and
Oregon School Employees Association Chapter 52

Article One • Recognition

- 1.1 The Board recognizes the Association as the exclusive bargaining representative for all employees with a regularly scheduled position, excluding substitutes, temporary employees, confidential and supervisory employees.

Article Two • Management Rights

- 2.1 The District hereby retains and reserves unto itself all powers, rights, and authority and duties, including all rights invested in it by the laws and constitutions of the State of Oregon and the United States. In the exercise of its powers, rights, authority, and duties, the District shall be limited only by the express provisions of this Agreement.
- 2.2 The District shall make a copy of the contract available to represented employees on the website. As a courtesy, the district shall provide 10 printed copies of the contract to the Association for distribution. Upon hire, the District will inform new employees of the location of the contract on the District website.

Article Three • Association Dues Checkoff • Salary Deductions

- 3.1 The District agrees to deduct from the salaries of its regular employees as requested in writing by the employee:
1. Association dues
 2. Premiums for Board-approved insurance programs.
 3. Payments to the employees' credit union
 4. Contributions to the United Fund
 5. Tax-sheltered annuities provided five (5) or more employees subscribe to the annuity.
- 3.2 The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs mutually agreed to by the District and teachers.
- 3.3 The District agrees to deduct an amount equal to one tenth (1/10) of the dues of the Association, each month for ten (10) consecutive months from the pay of each employee who is a member of the Association, beginning with the paycheck for the month of October. Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. In addition, the Association shall provide a formal letter from the OSEA Membership Department that confirms that OSEA possesses sufficient documentation of dues deduction authorization for those members. Upon request by the District, the Association shall make available to the District for review the documented proof of dues deduction authorization for employees. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. This notification will also include written proof of authorization by the employee. The District shall enact dues deduction changes on the pay period following a written notification.
- 3.4 Along with the monthly dues remittance to OSEA, the District shall provide to OSEA an electronic database with the name of each employee from whom dues deductions have been made and the amount of deductions.
- 3.5 Every quarter the District shall provide to OSEA an electronic database of each employee in the bargaining unit.

- 3.6 The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this Article. The District agrees to notify the Association promptly of any claim and to cooperate with the Association and its designated counsel in the defense of any claim.

Article Four • Association Responsibility

- 4.1 The Association or committees of the Association shall be allowed the use of facilities of the school district for meetings on the same basis as other school-related groups.
- 4.2 The Association shall be allowed use of such office equipment as needed to provide information to the employees outside the regular workday and with the permission of the principal.
- 4.3 The Board shall provide the Association with reasonable bulletin board space, in each building where employees work, for the association's use in communicating with employees.
- 4.4 Up to four Association representatives shall be granted a total of two days each without pay from his/her regular school duties to attend OSEA annual conferences and necessary meetings of interest to the Association, with approval of the Superintendent. The employees may use personal leave time, vacation time, and comp time, if available, to attend the Association conference.
- 4.5 The building principal or supervisor will approve or disapprove visits to employees during working hours.

Article Five • Layoff

- 5.1 Seniority will be defined as the continuous length of service with Columbia School District 5J and the Knappa School District No. 4 as a classified employee from the most recent date of hire. For accounting purposes, all authorized paid leave will be counted towards seniority; authorized, unpaid leaves of absence in excess of thirty (30) consecutive days will not count towards seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.

When a layoff occurs within the bargaining unit, the Association and those employees affected will be notified at least thirty (30) working days in advance. This Article shall be interpreted to cover reductions in hours (except those instituted for disciplinary reasons), subject to the following conditions:

- a. Temporary reductions in hours (for 30 work days or less) are not covered by this Article; and
 - b. Only reductions in hours of over one hour are covered by this Article.
 - c. In the event hours are reduced and the employee is eligible for benefits, such benefits (at the existing level at the time) shall continue through the current school year, unless the reduction is a total elimination of hours.
- 5.2 Layoff of bargaining unit employees will be based upon seniority, but such layoff will occur by classification. Laid-off employees will not be paid any salary or benefits during the period of layoff. Notwithstanding, a laid-off employee may, at his/her own expense, continue insurance coverage, subject to the approval of the insurance carrier(s).
- 5.3 A laid-off employee who previously worked in a different classification for the District (within the definition of seniority in the first paragraph above), may "bump" an employee in the other classification as long as two conditions are met:
- a. The laid-off employee has greater District seniority than the person to be "bumped"; and,
 - b. The laid-off employee had at least current satisfactory evaluations. The evaluation form will have an overall evaluation rating that includes "satisfactory" and "unsatisfactory".
- 5.4 Recall rights shall exist for 27 months from the date of layoff. Any laid-off employee not recalled according to this procedure within the 27 months will be deemed to have been terminated in good standing.

Whenever the District determines that a vacancy exists within a classification which has experienced a layoff (within the last 27 months), laid-off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by registered mail to the last address the District has on record for the laid-off employee. The laid-off employee will have 10 workdays to respond to the recall notice. Failure to respond within the 10 days or rejection of any recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation.

A laid-off employee shall have the option not to accept a position that is not equal in hours to the former position, and still remain on the recall list.

If no laid-off employee has responded to the recall by classification, or if no further laid-off employees exist from the classification, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in his/her own classification.

Article Six • Lunch and Rest Periods

- 6.1 Each employee working six (6) or more hours per day shall receive an uninterrupted lunch period of one-half hour. Such time shall be as scheduled by the employee's immediate supervisor and be as near as possible to the halfway point of the workday.
- 6.2 Each employee shall receive a 15-minute break during each 4-hour period of consecutive service, or major portion thereof, with the break as close as possible to the 2-hour interval. Such breaks will be controlled by the employee's immediate supervisor.

Numbers of Meal and Rest Periods Required Based on Length of Work Period

Length of work period	Number of rest breaks required	Number of meal periods required
2 hrs or less	0	0
2 hrs 1 min - 5 hrs 59 min	1	0
6 hrs	1	1
6 hrs 1 min - 10 hrs	2	1
10 hrs 1 min - 13 hrs 59 min	3	1
14 hrs	3	2
14 hrs 1 min - 18 hrs	4	2
18 hrs 1 min - 21 hrs 59 min	5	2
22 hrs	5	3
22 hrs 1 min - 24 hrs	6	3

Article Seven • Personnel Records

- 7.1 The personnel records of all classified employees shall be maintained in the District's Personnel Office. Such personnel records shall not contain any information of a critical nature that does not bear either the signature of the employee indicating that he/she has been shown the material or documentation that the employee has refused to sign it. A copy of such material shall be furnished to the employee upon request. The employee's personnel records shall be available for inspection upon his/her request during the normal working day.
- 7.2 Employees have the right to respond to any comments in the file and permanent record. An employee will have the right to indicate those documents and/or other materials in his or her file which the employee believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent or designee and if the Superintendent or designee agrees, the documents will be destroyed. The decision of the superintendent or his/her designee is final and binding with no appeal to the board.
- 7.3 Material placed in the personnel record of an employee without conformity with the provisions of this Agreement will not be used in any subsequent evaluation or disciplinary procedure involving the employee.

Article Eight • Separability of Provisions

- 8.1 In the event that any provisions of this contract shall at any time be declared invalid, the District will be in compliance with ORS 243.702.

Article Nine • Wages

- 9.1 Wages for the classified employees in the bargaining unit shall be as indicated on the attached hourly wage schedule (Appendix A) and by this reference incorporated herein. The 2023-2024 salary schedule shall be amended to convert Step 7-10 to new step 7, Step 11-15 to Step 8, and Step 16 to Step 9. As compared with the 2022-23 salary schedule, the 2023-2024 salary schedule shall have a 5.5% increase to Step 1 through new Step 7. Step 8 shall be a 1.5% increase from the hourly rate of Step 7. Step 9 shall be a 1.5% increase from Step 8. The amendments to the salary scale, including the 5.5% increase, shall be retroactive to July 1, 2023. Employees who departed employment with the district prior to mutual ratification of the 2023-25 agreement shall forfeit retroactive pay.

The 2024-2025 salary schedule shall have a 3% increase from the 2023-2024 salary schedule applied to all steps (Step 1 through Step 9 and longevity).

For the 2023-2024 fiscal year, employees on Step 7-10 shall be transferred to Step 7 on the new salary scale. Employees on Step 11-15 shall be transferred to Step 8 on the new salary scale. Employees on Step 16 shall be transferred to Step 9 on the new salary scale. Employees shall be placed on the "longevity" column upon 16 or more years working for the Knappa School District.

- 9.2 A permanent change in position involving new duties with greater responsibilities shall be accomplished by moving the employee affected to the appropriate hourly wage step for the new position which provides an hourly wage rate higher than he/she was receiving prior to the change, and then moved one additional step.
- 9.3 The Association hereby agrees that all reference to overtime for employees, except bus drivers, shall be based on current State and Federal laws. Such laws require the payment of overtime for all hours worked over 40 hours per week. Bus drivers of the District shall continue to be paid overtime for hours worked in excess of 8 hours per day or 40 hours per week, which ever occurs first.
- 9.4 An employee in the bargaining unit called back to work shall be guaranteed a minimum of two hours of work .
- 9.5 New employees will be placed on the first column of the position schedule and subsequently moved one step horizontally on each anniversary in that position. New employees possessing relevant past work experience may be hired in at higher columns, subject to the recommendation of the Superintendent and approval by the Board.
- 9.6 Qualified employees within the District will be considered for additional hours before the district hires a non employee substitute. Employees shall not be placed in a position that would result in work exceeding 40 hours per week.
- a. Supervisors may request a classified employee assume part or all of the responsibilities of an absent employee. If the new duties are responsibilities of an employee in a classification with a higher wage scale, that employee will be paid the higher wage (at the step they are normally assigned).
 - b. An employee voluntarily performing duties of a lower or higher classification will be paid the starting wage of that classification. Employees directed to substitute or perform duties of a classification that has a lower wage scale than their normal position shall be paid at the rate of their normal position. (Note: If an employee has a choice, to perform the additional duties or not, that shall be the determining factor when deciding between voluntarily performing duties or being directed to perform such duties).
 - c. Additional hours worked as a substitute shall not constitute an eligibility for insurance benefits.
- 9.7 Each non 12-month employee shall receive pay for actual hours worked between the 16th and 15th of each month.

- 9.8 The District will front load sick and vacation leave at the beginning of each contract year. However, employees will only “earn” one day per month worked and if an employee leaves early and has used more leave than accrued, then any unearned portion will be reversed out and reflected on final pay.

Article Ten • Fringe Benefits

- 10.1 The District will provide a Group HRA based on the Moda Plan 5. The District will fund the Group HRA such that a deductible will be \$400 per covered person (\$500 if no PCP360 provider is selected), maximum three per family, and the maximum out-of-pocket will be \$3000 per covered person (\$3100 if no PCP 360 provider selected) maximum three per family. For each full time employee, during the 2023-2024 Insurance year, the District shall pay up to a maximum of \$1,462 per month towards insurance premiums for Moda Plan 5, and the employee's choice of dental and vision coverage offered by the District. For each full time employee during the 2024-2025 Insurance year, the District shall pay up to a maximum amount equal to the 2023-2024 Insurance year, plus the percentage increase for MODA Plan 5.

Any eligible employee who opts out of medical/dental/vision insurance coverage based on the rules set forth by the insurance company the following applies: employees opting out shall receive a basic contribution of \$640 per month for 2023-2024 and for 2024-2025, an amount equal to the 2023-2024 monthly amount, plus the percentage increase for MODA Plan 5 as a basic contribution. The basic contribution can be used toward dental and vision insurance, Section 125 or taxable income (See last paragraph Section A) This will be pro-rated for employees starting in mid-year, The basic contribution can be used towards dental and vision insurance, Section 125 or taxable income. (See last paragraph Section 10.1).

The employee's share of the insurance premium will not change even if the District chooses to utilize the tiered rate premium.

For those employees who do not qualify for a health benefit, they will be eligible for a 403b. The District shall contribute \$225 per month during the 2023-24 insurance year for each eligible employee on steps 1-5 with an established account. Employees who do not qualify for a health benefit, who have an eligible account, and are at step 6-8 during the 2023-24 school year shall receive a \$250 403b contribution. Employees who do not qualify for a health benefit, who have an eligible account and are at step 9 or longevity for the 2023-24 school year shall receive a \$275 403b contribution.

Starting with the 2024-25 benefit year, employees may choose to either contribute these amounts into a 403b account or an established Section 125 flexible spending account during open enrollment.

It is the responsibility of the employee to establish an account with an approved vendor under the 403(b) plan at which time the plan will be paid starting the first month after the employee has established said account. This funding is based on available funding and is subject to change during future negotiations.

After 2 employees have chosen to opt out of medical/dental/vision insurance coverage based on the rules set forth by the insurance company the following applies: employees opting out shall receive a basic contribution of \$4,540 for the 2019-20 and the 2020-2021 school years. This will be pro-rated for employees starting in mid-year. The basic contribution can be used toward dental and vision insurance, Section 125 or taxable income. (See last paragraph Section 10.1)

The association will set forth, with business office approval, the list of employees who may opt out of insurance coverage based on the rules set forth by the insurance company of choice.

Section 125 Plan:

In the event the amount paid by the District for the purchase of insurance for each employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction. The District will make available a Section 125 Plan to allow for before tax deductions of the employee paid insurance premiums.

Any District basic contribution that is not spent on the insurance choices provided to the employee may be used towards eligible insurance premiums offered under the Section 125 Plan. Any remaining District basic contribution not spent on insurance plans will be included in wages as taxable fringe. This amount would then be available to the employee to contribute to their individual 403(b) account if they choose.

- 10.2 The school district will pay expenses for training programs for classified personnel, including mileage, meals, registration fees, etc., with prior approval of the Superintendent. Money will be budgeted for this purpose. The district will pay an employee at their regular rate of pay for time spent in required classroom training programs. This will cover any classified employee Who requires on going district mandated training. (This provision is not intended to cover college credit.)
- 10.3 Employees will be paid their regular scheduled hours and rate for two days per year that schools are closed due to inclement weather, physical plant problems (e.g. a power outage) or other such unforeseeable problems.
- 10.4 In the event an employee is required to use a personal car for the purpose of conducting school business, the employee shall be reimbursed for mileage at the Internal Revenue Service rate known at the time of payment.
- 10.5 Twelve-month per year employees will receive ten days paid vacation after one twelve-month year in the District. Those twelve-month employees who have worked five twelve-month years or longer in the District will be granted fifteen days paid vacation annually. Twelve-month employees who have worked ten twelve-month years or longer in the District will be granted twenty days paid vacation annually. Vacation time for employees working less than eight hours per day will be based on pro ration of the above schedule.
- 10.6 Three (3) days' personal business leave will be granted each regularly-employed employee, renewable each year (not cumulative), and approved by the building principal or supervisor.

One additional personal business leave day per year will be granted to employees who commence their 8th year of consecutive service.

- 10.7 Bereavement leave with full pay shall be allowed up to a maximum of five (5) days immediately following each death in the immediate family during an employee's work year. Definition of immediate family is as follows: spouse, (step) children and their spouses, grandchildren, grandparents and great grandparents of the employee or spouse, (step) mother, (step) father, former guardian, brother or sister of the employee or spouse, or any relative who is the resident responsibility of the employee.
- 10.8 Sick leave means absence from duty because of illness or injury of an employee or a member of his/her family, as defined in Article 10.9 above. Each regular employee shall be allowed ten days' sick leave per year or one day per month employed, whichever is greater, up to a maximum of twelve per year (prorated in hours for part-time employees). In the first year of employment, sick leave will be prorated and credited to the employee as it is earned per month. After the first year of employment, sick leave will be credited to the employee at the beginning of the fiscal year or work year, whichever is applicable. However, such credit of sick leave is only an advance on the amount projected to accrue during the employee's work year. Midyear resignations or terminations will result in an adjustment of any unearned but used sick leave. In order for an employee to receive this annual credit, the employee must actually commence work in the new work year. A month employed, for the purposes of this section, means at least one-half of the days in the particular month.

Sick leave not taken shall accumulate and may be transferred from another school district up to 75 days; however, the accumulation shall not exceed that carried by the most recent employing district and shall not be effective until the employee has completed thirty days with the new district.

An unlimited number of days of unused sick leave may be transferred from another Oregon district for purposes of computing retirement benefits. These provisions are not in addition to sick leave outlined under ORS 332.507. An employee who is absent on sick leave in excess of five consecutive school days may be required to furnish the principal or supervisor with a doctor's certificate stating that the illness or injury was such to prevent the employee from working. The statement would also indicate that the employee is released by the doctor for return to duty.

Employees who are absent on approved sick leave after expiration of all sick leave accumulation may be placed on leave without pay.

- 10.9 Any classified employee may, at his/her discretion, donate not more than two days of his/her accumulated sick leave to a fellow classified employee who has exhausted his/her own sick leave due to personal illness. The total of such donated sick leave shall not exceed the number of sick leave days accrued by the recipient on the date the illness began, nor shall more than thirty (30) days of sick leave be donated for this purpose to a single recipient during a current school year. The thirty (30) day limit shall be prorated accordingly for part-

time classified employees. (Example: a 62.5 percent employee would be eligible for $.625 \times 30 = 18.75$ days of donated sick leave or portion thereof depending upon accumulation at the time the illness began.)

All donations shall come from currently accumulated sick leave of the donor and donated sick leave days shall be reaccumulated by the donor at the usual rate as specified by this Agreement. The donor and the recipient shall have no later than five (5) working days after the recipient returns to work to notify the Business Office of the requested sick leave transfer on forms provided by the District.

No other forms of leave are transferable under this Agreement.

The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this Article. The District agrees to notify the Association promptly of any claim and to cooperate with the Association and its designated counsel in the defense of any claim.

- 10.10 Court Duty - Employees subpoenaed for a courtroom appearance having to do with their District employment, will be paid their regular salary, less the amount paid the employee by the requesting party, with of exception of mileage. This would not apply where the individual is appearing as a litigant or witness against the District or where the individual has been charged with a crime.
- 10.11 Jury Duty. Employees summoned for jury duty will be paid their regular salary, less the amount paid the employee by the court, with the exception of mileage fees.
- 10.12 Leave without Pay. Any request for leave without pay will be submitted only after all other available leaves (except Sick Leave) have been exhausted and will be subject to approval by the building Principal or immediate supervisor.
- 10.13 Misuse of Leaves. Any misuse of leaves or any other provisions for absence from assigned duties through intentional fraud, deceit or falsified statements shall be considered gross negligence and the employee shall be subject to disciplinary action and/or dismissal.

Article Eleven • Conditions of Employment

- 11.1 Step increases will be determined on July 1 of each school year. If the employee starts work prior to December 31 their anniversary date will be the following July 1. If the employee starts to work after January 1 their anniversary date would be July 1 of the following year (i.e. hire date 1/3/17, step increase would be 7/1/18).
- 11.2 All new employees will be hired on a six-month probationary period, during which time they may be dismissed without showing cause.
- 11.3 Conditions for Promotion:
 - Section A: A regular employee who has been promoted to a higher paid job classification may be returned to his/her former position and rate of pay within the first 90 calendar days of such promotion, at the discretion of the District. The District will provide the affected employee with a job related reason for any such return to the former position.
 - Section B: An employee promoted to a new job classification shall have the option, without penalty, of returning to his/her previous position, at the previous rate of pay, within ten (10) working days of promotion.
- 11.4 Negotiated increases will become effective on July 1 of each year for which an increase is applicable.
- 11.5 The District will pay for the required driver physical examinations and EKG's by the health care provider of the District's choice or employees may use their personal health care provider.
- 11.6 During the term of this agreement, the association and its bargaining unit members will not initiate, cause, permit to participate, or joining in any strike, work stoppage, slowdown or other concerted activity, including the observance of the picket line of an other labor organization. Participation in any of the above- prohibited activities shall constitute full just cause for disciplinary action, including discharge and/or damages.

- 11.7 There will be no lockout of employees in the bargaining unit by the District as a result of a labor dispute during the term of this Agreement.
- 11.8 The District agrees that for the duration of this agreement it shall not contract out bargaining unit work except to the extent that specialized contractors may be utilized to perform work requiring state or federal licensure for which no bargaining unit employee possesses. The District and the association leadership agree to negotiate in the event of any unexpected contract-out work that might arise.

Article Twelve • Holidays

- 12.1 All regular employees shall receive holidays, without loss of pay, as set forth below, if they fall within their work year:

Independence Day	Day after Thanksgiving
Juneteenth	Christmas Eve Day
Labor Day	Christmas Day
Veterans' Day	New Year's
Thanksgiving Day	President's Day
Martin Luther King Day	Memorial Day

To be eligible, employees must work their regularly scheduled shift the day before and the day after the holiday, unless on approved personal business leave, bereavement leave, vacation, or emergency school closure. (Sick leave exceptions to this day-before/day-after restriction may be waived on a case by case basis at the discretion of the Superintendent or designee).

- 12.2 Holidays falling on Saturday or Sunday will be observed on week days immediately preceding or following the weekend as determined by the district calendar for the year in question.

Article Thirteen • Grievance Procedure

- 13.1 The purpose of this procedure is to secure the exclusive and expeditious means of equitable solutions to grievances at the lowest possible level regarding the interpretation and application of the specific terms and provisions of this agreement. A grievance is defined as a claim of improper and inequitable application or interpretation of the Agreement between the Knappa School Board and the local Association filed in writing within 20 calendar days of the alleged occurrence or knowledge of such occurrence reasonably should have known. Maintenance and transportation personnel should file their grievance with the superintendent. All other classified personnel should file their grievance with the building principal.
- 13.2' **Level One.** The grievant will first discuss the grievance with the building principal or superintendent (as directed in Section 13.1) in an attempt to resolve the matter informally at that level. If not satisfied with the written response, the grievant may file a formal written grievance with the building principal or superintendent (as directed in Section 13.1).
- 13.3 **Level Two.** In the event of a formal written grievance, the building principal or superintendent, (as directed in Section 13.1), shall meet with the grievant and representative within seven calendar days after receiving the grievance, in an attempt to resolve the grievance. The principal or superintendent will render a written decision within seven calendar days of the meeting.
- 13.4 If the grievant is not satisfied with the decision at Level Two, the grievant may appeal the decision within seven (7) calendar days to the Superintendent.
- 13.5 **Level Three.** The Superintendent will discuss the grievance with the grievant and representative within fourteen (14) calendar days of the request and try to resolve the grievance. The Superintendent shall communicate the decision in writing to the school board, the grievant, and the representative, within seven (7) calendar days after the meeting. If dissatisfied with the action of the Superintendent, the grievant may request a meeting with the school board within seven (7) calendar days.
- 13.6 **Level Four. Within** twenty (20) calendar days of receipt of the appeal from the Superintendent's level, the Board will schedule a meeting with the grievant and representative to discuss the matter. The Board will

render a decision in writing within fourteen (14) calendar days after the conclusion of the meeting. A copy of the Board's decision shall be sent to the grievant and representative.

- 13.7 Nothing herein stated shall deprive the grievant of rights to be represented by counsel before the Board. The Association shall have the right to be present for any adjustment of the grievance.
- 13.8 **Level Five.** The Association, if dissatisfied with the decision at the Board level, may appeal the grievance to arbitration within ten (10) calendar days. Only the Association may carry the grievance procedure to Level Four and only the specific grievance as filed at Level Two may be submitted to arbitration.

Within five (5) days of receipt of the appeal, the Superintendent and the Association shall attempt to select a mutually acceptable arbitrator. If this is not done, the parties shall on the sixth (6th) day, initiate a request to the Employment Relations Board for a list of five (5) arbitrators who reside in the State of Oregon. The party to strike the first name shall be determined by a coin flip and the losing party shall strike one name. This process will be repeated. The one remaining shall be the arbitrator. The hearing shall be conducted in a manner agreed to by the parties or, failing such agreement, as determined by the Rules of the American Arbitration Association in effect at that time.

The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, and may not add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his discretion for that of the Board in any manner not specifically contracted away by the Board. A decision or award of the arbitrator shall, within the scope of the arbitrator's authority, be final and binding on both parties.

In case of a grievance involving any continuing or other money claim against the District, no award shall be made by the arbitrator which shall allow any alleged accruals for more than thirty (30) days prior to the date when such grievance shall have first been presented to the immediate supervisor or principal.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record and provide a copy to the other party at the cost of reproduction only.

Article Fourteen • Discipline/Discharge

- 14.1 The District shall not discipline any classified employee without just cause. Just Cause in this agreement means:
- a. The employee is given forewarning or foreknowledge of the possible or probable disciplinary consequences of his/her conduct. Certain offenses, such as insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of District property, or of fellow employees, are so serious that any employee can properly be expected to know already that such conduct is offensive and punishable.
 - b. There will be an investigation conducted fairly and objectively of the charges before any discipline is administered.
 - c. The District's rule was reasonably related to:
 - a. the orderly, efficient and safe operation of the District's business; and
 - b. the performance that the District might properly expect of the employee.
 - d. The District, before administering discipline to an employee, will determine whether the employee did in fact violate or disobey a rule or order of the District.
 - e. The investigation will provide substantial evidence or proof that an employee is guilty as charged.
6. The penalty will be reasonably related to the seriousness of the offense and the record of the employee in his/her service with the District.

- 14.2 The parties agree to a contract reopener limited to this topic, at the request of the District, should the Oregon legislature make amendments to the just cause provisions in the law for classified employees in the future related to probationary employees/periods.

Article Fifteen • Job Openings

- 15.1 The Board shall make available to the Association a list of new job openings in the bargaining unit. The job opening list shall be available at least ten (10) calendar days prior to the closing of the open positions.
- 15.2 When a vacancy occurs within the bargaining unit, either existing or newly-created, such openings shall be posted. The posting notices shall be mailed to the Association president, and shall be posted on bulletin boards in each responsibility center during the school year where classified employees work and shall be posted on a bulletin board in the District Office during the summer months.

In the event a "temporary position" exceeds 90 consecutive work days it shall be opened and posted as a vacancy.

- 15.3 The District agrees to consider the employment of less-than-twelve-month employees during summer vacation periods in temporary positions. It is understood that these temporary positions may encompass some of the duties the less-than-twelve-month employees perform during the regular school year. It is further understood that these positions may be paid at a rate less than employees earn during regular employment. As a consequence, the Association and its members agree that the grievance procedures do not apply to this section and that neither will enter into any suit to recover wages higher than those paid to other temporary summer employees performing the same work. In addition, employment during one summer session would not guarantee employment during subsequent summers. In no case does the granting of temporary summer employment to a less-than-twelve-month employee constitute an extension of the employee's employment year or the granting of fringe benefits beyond those required by law.
- 15.4 Bus Driver Route Assignment • Bus driver assignments will be made according to the "Bus Driver Handbook," as approved by the Board, the lead bus driver and OSEA leadership.

Article Sixteen • Transportation

- 16.1 Route Selection: The District shall determine bus routes and stops. Drivers may select posted routes based on seniority prior to the start of the school year. The District maintains the right to alter routes; however, an employee's selected route will not be altered or changes made solely for the purpose of allowing the driver to select additional routes.
- 16.2 All regular drivers shall have the opportunity to sign up for extra-curricular trips at the beginning of each quarter. Assignments to trips shall be by rotation, beginning with the most senior driver and rotating through the list.
- 16.3 If a scheduled driver cannot make a trip, the next available driver shall replace the absent driver. Upon depletion of regular drivers, the District may assign substitutes. The District shall have the right to assign trips when there are no available drivers for a trip.

Signatures

This contract is made and entered into by the Oregon School Employees Association, Chapter 52, referred to as the "Association" and the Board of Education of the Knappa School District No. 4, referred to as the "Board" or the "District."

This contract supersedes all previous contracts and memorandums and shall be effective as of July 1, 2023, shall be binding upon the Board, the Association and its members, and shall remain in full force and effect through June 30, 2025.

In witness whereof, the parties hereby affix their signatures.

Jan 31, 2024

Date

Cassandra Vangundy
[Cassandra Vangundy \(Jan 31, 2024 10:58 PST\)](#)
Oregon School Employees Association

Timothy Hoss
[Timothy Hoss \(Jan 31, 2024 13:55 PST\)](#)
OSEA Field Representative

Jan 26, 2024

Date

Cullen R. Bangs
[Cullen R. Bangs \(Jan 26, 2024 12:33 PST\)](#)
Representative KSD Board

William T. Fritz
[William T. Fritz \(Jan 30, 2024 10:57 PST\)](#)
Superintendent

Board Approved

DATE: 1/24/2024

APPENDIX A

2023-2024 WAGE SCHEDULE

CLASSIFIED	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
Head Cook	\$16.63	\$17.22	\$17.79	\$18.44	\$19.04	\$19.68	\$20.40	\$20.70	\$21.01	\$21.54
Cook	\$15.83	\$16.16	\$16.73	\$17.39	\$17.96	\$18.61	\$19.04	\$19.32	\$19.61	\$20.10
Educ Asst	\$15.83	\$16.22	\$16.79	\$17.41	\$18.05	\$18.70	\$19.41	\$19.70	\$20.00	\$20.50
HQ Educ Asst	\$16.74	\$17.27	\$17.84	\$18.47	\$19.10	\$19.75	\$20.46	\$20.77	\$21.08	\$21.61
Head Media Asst	\$17.46	\$18.03	\$18.64	\$19.26	\$20.00	\$20.66	\$21.46	\$21.78	\$22.11	\$22.66
Media Asst	\$16.44	\$17.01	\$17.63	\$18.26	\$18.95	\$19.65	\$20.34	\$20.65	\$20.96	\$21.48
Head Secretary	\$17.87	\$18.54	\$19.18	\$19.85	\$20.64	\$21.34	\$22.17	\$22.51	\$22.84	\$23.42
Secretary	\$17.64	\$18.31	\$18.95	\$19.65	\$20.40	\$21.10	\$21.87	\$22.20	\$22.53	\$23.09
Speech Path Asst	\$22.28	\$23.09	\$24.00	\$24.88	\$25.81	\$26.76	\$27.77	\$28.19	\$28.61	\$29.32
Head Bus Driver & Trainer	\$19.57	\$20.30	\$21.00	\$21.75	\$22.51	\$23.45	\$24.34	\$24.70	\$25.07	\$25.70
Bus Driver	\$19.40	\$20.12	\$20.84	\$21.59	\$22.36	\$23.28	\$24.14	\$24.27	\$24.63	\$25.25
Trip Pay	\$17.62	\$18.27	\$18.89	\$19.60	\$20.30	\$21.10	\$21.87	\$22.20	\$22.53	\$23.09
Van Driver	\$18.40	\$19.12	\$19.84	\$20.59	\$21.36	\$22.28	\$23.14	\$23.27	\$23.63	\$24.25
Mechanic/Driver	\$22.15	\$22.93	\$23.82	\$24.69	\$25.62	\$26.59	\$27.59	\$28.01	\$28.43	\$29.14
Maintenance	\$22.05	\$22.92	\$23.78	\$24.72	\$25.67	\$26.67	\$27.85	\$28.26	\$28.69	\$29.41
Custodian	\$17.39	\$18.05	\$18.72	\$19.50	\$20.21	\$21.02	\$21.81	\$22.14	\$22.47	\$23.03
Head Grounds	\$20.14	\$20.88	\$21.63	\$22.43	\$23.26	\$24.09	\$25.04	\$25.41	\$25.79	\$26.44
Groundskeeper	\$19.04	\$19.76	\$20.48	\$21.32	\$22.15	\$22.98	\$23.89	\$24.24	\$24.61	\$25.22

- A. For overnight trips, drivers will be paid 8-hours day or the time the driver is with the bus, whichever is the longer.
- B. Meals for all Bus Drivers: When on approved travel by the District, a meal allowance will be paid monthly at the following rates to drivers on trips. Employees shall provide receipts for reimbursement:

6:00a.m. – 8:00 a.m.	Breakfast	\$13.00
11:00 a.m. -- 1:00 p.m.	Lunch	\$15.00
5:00 p.m. -- 7:00p.m.	Dinner	\$26.00
- C. Employees covering for management positions shall receive a 10% pay increase above their current salary.
- D. Program Assistants that become “Highly Qualified” pursuant to the District’s requirements shall be moved to their current step in the “Highly Qualified” PA classification

2024-2025 WAGE SCHEDULE

CLASSIFIED	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
Head Cook	\$17.13	\$17.73	\$18.32	\$19.00	\$19.61	\$20.27	\$21.01	\$21.32	\$21.64	\$22.18
Cook	\$16.30	\$16.65	\$17.23	\$17.91	\$18.50	\$19.17	\$19.61	\$19.90	\$20.20	\$20.71
Educ Asst	\$16.30	\$16.70	\$17.29	\$17.93	\$18.59	\$19.26	\$19.99	\$20.29	\$20.60	\$21.11
HQ Educ Asst	\$17.25	\$17.79	\$18.38	\$19.02	\$19.68	\$20.34	\$21.08	\$21.39	\$21.72	\$22.26
Head Media Asst	\$17.98	\$18.57	\$19.20	\$19.83	\$20.60	\$21.28	\$22.11	\$22.44	\$22.77	\$23.34
Media Asst	\$16.93	\$17.52	\$18.16	\$18.81	\$19.52	\$20.24	\$20.95	\$21.27	\$21.59	\$22.13
Head Secretary	\$18.41	\$19.10	\$19.75	\$20.44	\$21.26	\$21.98	\$22.84	\$23.18	\$23.53	\$24.12
Secretary	\$18.17	\$18.86	\$19.52	\$20.24	\$21.01	\$21.73	\$22.52	\$22.86	\$23.20	\$23.78
Speech Path Asst	\$22.95	\$23.78	\$24.72	\$25.63	\$26.58	\$27.56	\$28.60	\$29.03	\$29.47	\$30.20
Head Bus Driver & Trainer	\$20.16	\$20.91	\$21.63	\$22.40	\$23.19	\$24.15	\$25.07	\$25.44	\$25.82	\$26.47
Bus Driver	\$19.98	\$20.73	\$21.46	\$22.24	\$23.03	\$23.98	\$24.86	\$25.00	\$25.37	\$26.01
Trip Pay	\$18.15	\$18.82	\$19.46	\$20.18	\$20.91	\$21.73	\$22.52	\$22.86	\$23.20	\$23.78
Van Driver	\$18.98	\$19.73	\$20.46	\$21.24	\$22.03	\$22.98	\$23.86	\$24.00	\$24.37	\$25.01
Mechanic/Driver	\$22.82	\$23.62	\$24.53	\$25.43	\$26.39	\$27.38	\$28.42	\$28.85	\$29.28	\$30.01
Maintenance	\$22.72	\$23.61	\$24.49	\$25.46	\$26.44	\$27.47	\$28.68	\$29.11	\$29.55	\$30.29
Custodian	\$17.91	\$18.59	\$19.28	\$20.08	\$20.82	\$21.65	\$22.47	\$22.80	\$23.15	\$23.72
Head Grounds	\$20.75	\$21.51	\$22.27	\$23.10	\$23.96	\$24.82	\$25.79	\$26.18	\$26.57	\$27.23
Groundskeeper	\$19.61	\$20.35	\$21.10	\$21.96	\$22.82	\$23.66	\$24.60	\$24.97	\$25.35	\$25.98

- A. For overnight trips, drivers will be paid 8-hours day or the time the driver is with the bus, whichever is the longer.
- B. Meals for all Bus Drivers: When on approved travel by the District, a meal allowance will be paid monthly at the following rates to drivers on trips. Employees shall provide receipts for reimbursement:
- | | | |
|-------------------------|-----------|---------|
| 6:00a.m. – 8:00 a.m. | Breakfast | \$13.00 |
| 11:00 a.m. -- 1:00 p.m. | Lunch | \$15.00 |
| 5:00 p.m. -- 7:00p.m. | Dinner | \$26.00 |
- C. Employees covering for management positions shall receive a 10% pay increase above their current salary.
- D. Program Assistants that become “Highly Qualified” pursuant to the District’s requirements shall be moved to their current step in the “Highly Qualified” PA classification

APPENDIX B

**Memorandum of Understanding between
Knappa School District and
Oregon School Employees Association 52**

WHEREAS, Knappa School District and Knappa Education Association have language in the legacy Collective Bargaining Agreement pertaining to “pay draws” (mid-month cash advances),

And WHEREAS, as part of the 2023 collective bargaining process, the parties agreed to phase out pay draws,

And WHEREAS, the parties wish to work together to amicably end the practice of pay draws without undue challenge to employees,

The Parties agree that classified employees who have taken pay draws in the past, may take up to twelve (12) draws during the 2023-24 contract year (ten (10) for non-12-month employees), up to two (2) pay draws during the 2024-25 contract year, and draws will be discontinued in the legacy contract. These draws in 2023-24 shall be requested by 5 pm on the 10th of a given month to be processed by the 15th of that same month.

The District shall provide financial counseling to employees as part of the Employee Assistance Program as a resource to educators who are navigating the process of a reduction and elimination of draws, and shall provide this information to anybody who requests a draw during the 2023-25 school years.

This Memorandum of Understanding resolves the pay draw matter and the Association shall not have the ability to further request bargaining due to a change in practice on the matter of pay draws for educators.

<u><i>Cullen R. Bangs</i></u> Cullen R. Bangs (Jan 26, 2024 12:33 PST) For Knappa School District	Jan 26, 2024 Date
<u><i>Cassandra Vangundy</i></u> Cassandra Vangundy (Jan 31, 2024 10:58 PST) For Knappa School Employees Association, Chapter 52	Jan 31, 2024 Date
<u><i>Timothy Hoss</i></u> Timothy Hoss (Jan 31, 2024 13:55 PST) OSEA Field Representative	Jan 31, 2024 Date
<u><i>William T Fritz</i></u> William T Fritz (Jan 30, 2024 10:57 PST) Superintendent	Jan 30, 2024 Date












Knappa SD-OSEA 2023-25 Contract

Final Audit Report

2024-01-31


Created:	2024-01-25
By:	Diane Barendse (barendsedi@knappak12.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsf5RGiTyEGM4jwPGyY6XFKCRCENUaxhl

"Knappa SD-OSEA 2023-25 Contract" History


-  Document created by Diane Barendse (barendsedi@knappak12.org)
2024-01-25 - 11:20:51 PM GMT- IP address: 66.154.156.64
-  Document emailed to bangsc@knappak12.org for signature
2024-01-25 - 11:22:11 PM GMT
-  Email viewed by bangsc@knappak12.org
2024-01-26 - 8:30:49 PM GMT- IP address: 159.121.202.173
-  Signer bangsc@knappak12.org entered name at signing as Cullen R. Bangs
2024-01-26 - 8:33:17 PM GMT- IP address: 159.121.202.173
-  Document e-signed by Cullen R. Bangs (bangsc@knappak12.org)
Signature Date: 2024-01-26 - 8:33:19 PM GMT - Time Source: server- IP address: 159.121.202.173
-  Document emailed to fritz@knappak12.org for signature
2024-01-26 - 8:33:20 PM GMT
-  Email viewed by fritz@knappak12.org
2024-01-30 - 6:56:30 PM GMT- IP address: 66.154.156.100
-  Signer fritz@knappak12.org entered name at signing as William T Fritz
2024-01-30 - 6:57:00 PM GMT- IP address: 66.154.156.100
-  Document e-signed by William T Fritz (fritz@knappak12.org)
Signature Date: 2024-01-30 - 6:57:02 PM GMT - Time Source: server- IP address: 66.154.156.100
-  Document emailed to vangundyc@knappak12.org for signature
2024-01-30 - 6:57:04 PM GMT
-  Email viewed by vangundyc@knappak12.org
2024-01-31 - 4:51:21 AM GMT- IP address: 65.102.118.217

 Signer vangundyc@knappak12.org entered name at signing as Cassandra Vangundy


2024-01-31 - 6:58:40 PM GMT- IP address: 66.154.156.64

 Document e-signed by Cassandra Vangundy (vangundyc@knappak12.org)


Signature Date: 2024-01-31 - 6:58:42 PM GMT - Time Source: server- IP address: 66.154.156.64

 Document emailed to timh@osea.org for signature

2024-01-31 - 6:58:44 PM GMT

 Email viewed by timh@osea.org

2024-01-31 - 9:54:55 PM GMT- IP address: 73.96.2.195

 Signer timh@osea.org entered name at signing as Timothy Hoss

2024-01-31 - 9:55:21 PM GMT- IP address: 73.96.2.195

 Document e-signed by Timothy Hoss (timh@osea.org)

Signature Date: 2024-01-31 - 9:55:23 PM GMT - Time Source: server- IP address: 73.96.2.195

 Agreement completed.

2024-01-31 - 9:55:23 PM GMT