

# **Collective Bargaining Agreement**

**between**

**Clatskanie School District 6J**



**and**

**OSEA Clatskanie Chapter 53**



**Effective July 1, 2024 – June 30, 2026**

Updated June 2025

## TABLE OF CONTENTS

ARTICLE ONE: RECOGNITION .....	3
ARTICLE TWO: MANAGEMENT.....	4
ARTICLE THREE: ASSOCIATION DUES CHECKOFF - SALARY DEDUCTIONS.....	5
ARTICLE FOUR: ASSOCIATION ACTIVITIES .....	7
ARTICLE FIVE: LAYOFF .....	9
ARTICLE SIX: LUNCH AND REST PERIODS .....	12
ARTICLE SEVEN: PERSONNEL RECORDS .....	13
ARTICLE EIGHT: SEPARABILITY OF PROVISIONS .....	14
ARTICLE NINE: WAGES.....	15
ARTICLE TEN: FRINGE BENEFITS.....	19
ARTICLE ELEVEN: LEAVES.....	22
ARTICLE TWELVE: CONDITIONS OF EMPLOYMENT.....	26
ARTICLE THIRTEEN: SPECIAL EDUCATION .....	29
ARTICLE FOURTEEN: HOLIDAYS .....	31
ARTICLE FIFTEEN: GRIEVANCE PROCEDURE.....	32
ARTICLE SIXTEEN: JUST CAUSE.....	34
ARTICLE SEVENTEEN: JOB OPENINGS.....	35
ARTICLE EIGHTEEN: LABOR MANAGEMENT COMMITTEE.....	37
ARTICLE NINETEEN: TRANSPORTATION .....	38
SIGNATURES.....	39
APPENDIX A: 2024-25 HOURLY WAGE SCHEDULE .....	40
APPENDIX B: 2025-26 HOURLY WAGE SCHEDULE .....	41

## **ARTICLE ONE: RECOGNITION**

- 1.1 The Board recognizes the Association as the exclusive bargaining representative for all of the regularly employed classified employees in the unit as determined by the Employment Relations Board, excluding substitutes, temporary employees hired to work ninety (90) consecutive workdays or less in one (1) school year, and confidential and supervisory employees.

For the purposes of this contract, the following terms shall be defined:

- a. A "temporary employee" is defined as an employee hired to perform duties which may arise from unforeseen enrollment increases or extra-ordinary duties not normally performed by members of the bargaining unit. In the event a temporary position is anticipated to, or in fact does, exceed the ninety (90) consecutive working days the District agrees to post the position as a regular job in the bargaining unit as required by Article 17.2. In the event a temporary assignment exceeds ninety (90) consecutive working days, the temporary employee shall be eligible for benefits in accordance with this Agreement.
- b. A "substitute employee" is defined as an employee temporarily hired to replace a specific employee who has been excused from work for a period of time, not to exceed ninety (90) consecutive working days. In the event a substitute assignment exceeds ninety (90) consecutive working days, the substitute employee shall be eligible for benefits in accordance with this Agreement.
- c. A "confidential employee" is an employee whose employment responsibilities meet the definition of confidential employee in accordance with ORS 243.650(6).

## **ARTICLE TWO: MANAGEMENT**

- 2.1 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:
- a. To executive management and administrative control of the school system, its properties and facilities.
  - b. To hire all employees, determine their qualifications and conditions of their continued employment, or their discipline, suspension, dismissal, demotion, promotion or transfer, but not in conflict with the specific provisions of the Agreement.
  - c. Of assignment and direction of work of all of its personnel, determine the number of shifts, hours of work, 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.
  - d. To establish the school calendar.
  - e. To determine the service, 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.
  - f. To adopt reasonable rules and regulations.
  - g. To determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  - h. To determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies.
  - i. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
  - j. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
  - k. To determine the policy affecting the selection, testing or training of employees providing such selection shall be based on lawful criteria.

### **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:
  - a. Association dues;
  - b. Premiums for Board-approved insurance programs;
  - c. Payments to the employees' credit union;
  - d. Contributions to the United Fund; and
  - e. 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 staff.
- 3.3 The District agrees to deduct the amount of dues determined by OSEA in equal monthly amounts according to the pay schedule 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 The District shall provide the Association with an editable Excel spreadsheet, via email to the Chapter President and [classified@osea.org](mailto:classified@osea.org), containing the following information within their records for each employee in the bargaining unit within ten (10) calendar days from the date of hire and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired:

- a. The employee's name and date of hire;
  - b. Contact information including:
    - 1. Cellular, home, and work telephone number(s);
    - 2. Personal and work electronic mail addresses; and
    - 3. Home or personal mail address; and
  - c. Employment information including the employee's job title, salary, and worksite location.
- 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 ACTIVITIES**

- 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. Association use of District facilities provided in this Article will be subject to applicable laws and District policies.
- 4.2 The Association shall be allowed use of such office equipment as needed outside the regular workday and with the permission of the principal or supervisor/designee to provide information to the employees. Association use of equipment provided for in this Article will be subject to applicable laws and Board policies. The District shall provide a copy of this Agreement to all classified employees upon hire.
- 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. Association use of bulletin board space provided in this Article will be subject to applicable laws and District policies.
- 4.4 Up to four (4) Association representatives shall be granted a total of three (3) days each without pay from their regular school duties to attend the OSEA annual conference and necessary meetings of interest to the Association, with approval of the superintendent. In lieu of time off without pay, employees may charge the time off to vacation time (if eligible), compensatory time (if accrued) or personal business leave.
- 4.5 The District shall allow designated union representatives to engage in the following activities and at the District's facilities, without loss of compensation or benefits:
  - a. Investigate and process grievances and other workplace-related complaints;
  - b. Attend investigatory meetings, hearings, and other due process proceedings;
  - c. Participate in, or prepare for, proceedings under ORS 243.650 to 243.809, or that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
  - d. Act as a representative for employees within the bargaining unit for the purposes of collective bargaining;
  - e. Attend labor-management meetings, safety committee meetings, and any other meetings between representatives of the District and OSEA to discuss employment relations and/or safety matters;

- f. Testify in legal proceeding in which the designated union representative has been subpoenaed as a witness; and
- g. Perform any other duties agreed upon by the District and Association in a collective bargaining agreement or any other agreement.

For the purpose of this Article, “designated representatives” shall include Chapter executive board officers, building representatives, and their designees. The District shall not reduce a designated representative’s work hours to accommodate the performance of the activities listed above; however, the designated representative and supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during paid work hours.

So long as it does not disrupt student contact time and the OSEA staff members follow building check-in procedures during student operating hours, OSEA staff members shall be permitted access to the District’s facilities as needed to effectuate the Association’s legal right to meet with employees within the bargaining unit, as set forth in ORS 243.798 and ORS 243.804.

#### 4.6 New Hire/Non-Union Employees Meetings:

- a. The union may meet with new employees, without loss of compensation or benefits within thirty (30) calendar days from the date of hire for a period of one (1) hour during new employee orientation or, if the District does not conduct new employee orientations, thirty (30) minutes at individual meetings.
- b. When hiring a bargaining unit member that will not attend a new employee orientation/group orientation, the District shall make every reasonable effort to provide the Association with ten (10) minutes paid time at the time the new employee is hired and/or signing paperwork to meet with the employee and schedule an individual meeting consistent with section 4.6(a). Every reasonable effort will be made to have these meetings so that they don’t disrupt any employee’s workday.
- c. All non-union employees shall, upon request to their designated Union representatives and notification to their supervisor, be able to review Union information with their designated Union representatives for a total of thirty (30) minutes paid time during in-service.



## ARTICLE FIVE: LAYOFF

- 5.1 Seniority shall be defined as the total length of continuous service as a classified employee within the District from the most recent date of hire. For accounting purposes, all authorized paid leave will be counted towards seniority, with the exception of FMLA/OFLA/PFMLI. 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) calendar 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. Reductions in hours may be made twice a year per employee.
  - b. 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.
- 5.3 Laid off employees will not be paid any salary or benefits during the period of layoff, except that the District shall continue paying the employer-portion of insurance premiums for laid off employees until the last day of the month which the layoff occurred. Notwithstanding, a laid off employee may, at their own expense, continue insurance coverage subject to the approval of the insurance carrier(s) and consistent with the Consolidated Omnibus Budget Reconciliation Act (COBRA) as appropriate.

The employee to be laid off will be determined by inverse order of unbroken length of service with the District. When employees have equal seniority, the Association and District shall determine seniority by a mutually agreeable drawing method.

- 5.4 A laid off employee who previously worked in a different classification for the District may "bump down" an employee in that previous classification as long as the laid off employee has seniority, still meets the minimum requirements over the person to be bumped.
- 5.5 Recall rights shall exist for twenty-seven (27) months from the date of layoff. A laid off employee not recalled according to this procedure within the twenty-seven (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 twenty-seven (27) months, laid off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid-off employee and via email if the District has retained an email address record for the laid-off employee. The laid off employee will have ten (10) workdays to respond to the recall notice. Recalled employees will not be required to accept the offered position, but will be required to acknowledge receipt of the offer and inform the District of their decision. Failure to respond within the ten (10) workdays to any recall notice will cause the laid off employee to forfeit all recall rights and will be deemed to be a resignation.

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 their own classification.

- 5.6 For the purpose of administering this Article, and solely for this purpose, "classification ranges" for layoff shall be as listed below. In addition to the bumping allowed in paragraph 5.4 above, it is the intent of the parties that a senior employee may bump down within a "classification range," if the employee meets the requirements for the position as determined by the District, as listed below.

Job titles are arranged vertically in rank order within a classification group. This 'bumping' list is based on the assumption that the skills and experiences involved in performing higher ranked job functions are presumed to be transferable to jobs ranked below them.

Range 1

Maintenance  
Head Custodian  
Custodian  
Grounds

Range 2

Administrative Asst. II  
Administrative Asst. I  
Bookkeeper

Range 3

Head Cook  
Cook

Range 4

Mechanic

Mechanic Helper

Dispatcher/Trainer

Bus Driver

Range 5

Computer Tech

Range 6

Licensed Speech-Language Pathology Asst.

Range 7

SLC/Life Skills Asst.

Media Tech

Certified Educational Asst.

- 5.7 Association/Management Discussions: The Association may, upon notification of the layoffs, request to meet with a designated District representative to discuss the pending layoff(s) prior to the implementation of the layoff. As part of the discussion relative to displacement procedures, the Association may provide the District with suggestions or recommendations for reductions. However, such suggestions or recommendations shall not be construed as a right to bargain such issues, nor shall it cause timelines to be extended unless the District so desires; nor shall it deter the District from placing its determined course of action into effect.

## **ARTICLE SIX: LUNCH AND REST PERIODS**

- 6.1 Each employee working five (5) or more hours per day shall receive an uninterrupted lunch period of at least one-half ( $\frac{1}{2}$ ) 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 fifteen (15) minute break during each four (4) hour period of consecutive service, or major portion thereof, with the break as close as possible to the two (2) hour interval. Such breaks will be determined by the employee's immediate supervisor.

## **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 they have 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 their request during the district office hours. Employees shall make an appointment with the District Office to inspect their personnel file and a District Office employee will be present during the review of the file.
- 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 their 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 their 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 a provision of this Agreement is declared invalid by any court of competent jurisdiction, such decision shall apply only to a specific article, section, or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE NINE: WAGES**

- 9.1 Wages shall be as indicated on the attached hourly wage schedule (Appendix A and B) and by this reference incorporated herein.

The salary schedule for the 2024-25 contract year shall be increased by a cost of living adjustment (COLA) of three percent (3%) effective November 1, 2024.

In addition to the COLA, a one dollar per hour (\$1.00/hour) increase shall be added to base step one (1) of Bus Driver, Dispatcher, Mechanic Helper, Mechanic on the 2024-25 wage schedule.

The salary schedule for the 2025-26 contract year shall be increased by a cost of living adjustment (COLA) of five percent (5%) effective July 1, 2025.

Increases between each step shall be three and three-quarters percent (3.75%).

Employees shall receive an additional fifty cent (\$0.50) increase to their regular hourly rate on the anniversary of eleven (11) consecutive years with the District and an additional fifty cent (\$0.50) increase to their regular hourly rate on the anniversary of fifteen (15) consecutive years. At the time of execution of this Agreement, any employee that is between years eleven (11) and fifteen (15) will receive the same fifty cent (\$0.50) increase that they would have received at year eleven (11), had this provision been in place when that employee reached the anniversary of eleven (11) consecutive years with the District.

Each bargaining unit member shall receive a one-time lump sum bonus of eight hundred dollars (\$800) to be paid no later than December 15, 2024.

- 9.2 A permanent change in position involving new duties with higher pay shall be accomplished by moving the employee affected to the appropriate hourly wage classification range and step for the new position, which provides an hourly wage rate higher than they were receiving prior to the change.
- 9.3 The regular full-time work schedule shall consist of an eight (8) hour workday and a forty (40) hour workweek unless mutually agreed upon by employee and Superintendent or designee to ten (10) hour workday not to exceed a forty (40) hour workweek. Time worked in excess of the regular workweek shall be compensated for by payment at the overtime rate of one and one-half (1½) hours for each hour of overtime worked. If the District superintendent or their designee and the individual employee mutually agree, but only upon mutual agreement, the employee may instead be provided with compensatory time at one and one-half (1½) hours for each one hour of overtime worked.

- a. When an employee is granted compensatory time under Oregon wage and hour law and FLSA for overtime work, the following guidelines apply:
    1. Employees must receive prior approval from their supervisor/designee before accruing comp time.
    2. An employee may not accrue more than two hundred forty (240) total hours of compensatory time for overtime hours worked.
    3. Employees are encouraged to take accrued compensatory time within the month earned. Accrued compensatory time must be taken during the school year in which it is earned or a plan to use the time by October of the following school year. Supervisors will not unreasonably deny the use of compensatory time.
    4. Any compensatory time not taken within twelve (12) months or such compensatory time in excess of the two hundred forty (240) hour accrual maximum must be paid at a rate equal to one and one-half (1½) times the employee's current rate.
  - b. Accrued compensatory time must be paid to the employee upon termination.
- 9.4 An employee in the bargaining unit called back to work, meaning they are requested to return to the workplace outside of their scheduled work hours to respond to unexpected situations, shall be guaranteed a minimum of two (2) hours pay. Time in excess of eight (8) hours shall be paid at one and one-half (1½) the regular rate.
- 9.5 The District shall place new hires in accordance with Pay Equity Law requirements and each employee shall be subsequently moved one (1) step horizontally on the first workday of the new contract year. New hire step placement determination shall include following a matrix for salary placement that assigns step value in the job classification based upon bona fide factors of:
- District experience (seniority);
  - relevant position experience;
  - training; and
  - education.
- 9.6 Employees shall be entitled to two (2) pay draws each year.
- 9.7 Qualified employees will be considered for additional hours before the district hires a non-employee substitute. However, employees shall not be placed in a position that would result in work exceeding forty (40) hours per week.



- a. An employee voluntarily substituting or performing duties of a different classification shall be paid at their current step level in the different classification.
  - b. An employee required by their supervisor to perform duties of a different classification shall be paid at their current rate or their current step level in the different classification, whichever is greater.
  - c. In the event less than twelve (12) month employees are called back to work prior to the actual start of their work year, they shall be paid their regular rate of pay, however such early recall will not change the scheduled work year.
  - d. Classified employees may be sponsored as certified substitute teachers based on experience and ability.
- 9.8 A one-time-only bonus in the amount of five hundred dollars (\$500) will be paid to employees who complete their fifth (5<sup>th</sup>), tenth (10<sup>th</sup>), fifteenth (15<sup>th</sup>), twentieth (20<sup>th</sup>), twenty-fifth (25<sup>th</sup>), thirtieth (30<sup>th</sup>) years, and every five years thereafter of consecutive years of service to the District.
- Eligible employees shall be paid at the first available payroll following their anniversary of hire. Employees recalled in accordance with Article 5 shall maintain consecutive service for the purpose of longevity.
- 9.9 Each less-than-twelve- (12-) month employee shall be paid in twelve (12) equal payments. Paychecks shall be received on the last business day of each month, except December. Payday will be the last student contact day in December.
- 9.10 EMERGENCY CLOSURE
- a. Maintenance, grounds and custodial staff will maintain their regularly scheduled working hours on days when schools are closed or opening late due to an emergency, such as inclement weather. Work schedules may be modified by the Superintendent/designee based on maintenance needs. Notification of the work schedule will be made by the maintenance supervisor in a timely manner. For non-maintenance employees, the Superintendent/designee shall determine which employees are to report to work on days when schools are closed due to emergency situations. Work schedules may be modified by the Superintendent/designee.
  - b. Employees not required to report to work on days when schools are closed shall not receive a pay reduction for those days.
  - c. In the event of an emergency school closure the District may reschedule student contact make-up days. Those employees, who were not required to

work during days the schools were closed due to an emergency such as inclement weather, shall report for work on the student contact make-up day without compensation on the day for day basis.

- d. No employee will suffer a loss nor will any employee profit from a school closure.

## ARTICLE TEN: FRINGE BENEFITS

- 10.1 For the 2024-25 insurance year, all employees whose position schedules them to work forty (40) hours a week shall qualify for the maximum District contribution.

Beginning the 2025-26 insurance year and continuing thereafter, all employees whose position schedules them to work twenty (20) or more hours a week shall qualify for the maximum District contribution.

For the 2024-25 insurance year, the maximum District contribution unit rate premium shall be one thousand nine hundred dollars (\$1,900). The District will make a good faith effort to petition Oregon Educators Benefits Board (OEBB) to reopen enrollment for the 2024-25 insurance year following the execution of this Agreement.

For the 2025-26 contract year, the maximum District contribution shall be one thousand nine hundred fifty dollars (\$1,950). If the certified bargaining unit's contribution is greater than the rates established above, the District shall equally match the certified bargaining unit's contribution.

Bargaining unit members, at their discretion, may select a different insurance plan utilizing the maximum District contribution to supplement the payment of the insurance premium. The plans available shall be plans offered by OEBB. The District will pay the maximum District contribution for a twelve (12) month period, so long as the employee remains employed with the District.

For the 2024-25 insurance year, the maximum District contribution will be prorated for less than full-time employees, based on number of scheduled hours an employee is to work, as it relates to a forty (40) hour work week. **For example, if an employee works twenty four (24) hours per week and the maximum District contribution is one thousand nine hundred dollars (\$1,900), the District's contribution would be calculated as sixty percent (60%) of the maximum District contribution or one thousand one hundred forty dollars (\$1,140).**

- a. All classified employees shall be eligible to receive the District's insurance contribution. In the event an employee's spouse (or significant other) has District/non-District provided medical insurance, that employee can elect to alter their status (opt out or sign up) on an annual basis. Such an election must be made during District open enrollment in September and is not reversible, except for a major life change.
- b. Any classified employee who is covered by another medical insurance policy (through spouse or significant other), and therefore elects not to be covered under the District policy, may receive instead thirty percent (30%) of the maximum District contribution per month cash payment (subject to taxation). This thirty percent (30%) of the District contribution will be

prorated for less than full-time employees during the 2024-25 insurance year, based on number of scheduled hours an employee is to work, as it relates to a forty (40) hour work week. **For example, if an employee works thirty-two (32) hours per week and the maximum District contribution is one thousand nine hundred dollars (\$1,900) the District's contribution would be calculated as thirty percent (30%) of the maximum District contribution (\$570 x .8) or \$456.** Such payment will be paid for a twelve (12) month period, so long as the employee remains employed with the District. Eligibility for insurance opt-out must comply with OAR 111-040-0050.

- c. Should an employee select Moda Health/ODS Plan H, the District will make a contribution to a Health Savings Account (HSA) each month equivalent to the difference between the maximum District contribution applicable to the employee (e.g., Employee-only, Employee-Children, etc.) and the HSA premium, up to the limit allowed by law.
- d. Should the maximum District contribution set forth above be insufficient to pay for the monthly premium costs of any or all of the insurances, then the parties agree that excess premium payment will be made by the employees by way of monthly payroll deductions.
- e. Newly hired employees shall be eligible for the health insurance benefits upon acceptance of written application by the insurance carriers thirty (30) days from the employees first date of work with the District.
- f. Employees shall have benefits terminated on the first day of the month following termination of employment.
- g. The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring the expense(s).
- h. Each classified employee of the District shall receive a sixty thousand dollar (\$60,000) life insurance policy, effective within thirty (30) days from the employee's date of hire, from the District.

#### 10.2 Reimbursement for District Approved Training/Tuition:

- a. The District will pay expenses for training programs for classified personnel, including mileage, meals, registration fees, etc., with prior approval of the superintendent. The District will pay an employee at the regular rate of pay for time spent in District required classroom training programs related to job responsibilities.
- b. Classified District employees will be reimbursed for college tuition or

workshop or training expense when the expense is related to attainment of District certification as a CSD Certified Educational Assistant or as a Certified Speech-Language Pathology Assistant. All expenses must have prior approval of the superintendent and be identified in an employee's professional development plan for certification as a CSD Educational Assistant or Speech Pathology Assistant. Salary, travel expense and meals will not be reimbursed by the District if the classified employee is seeking advancement in classification and pay resulting in certification as a CSD Educational Program Assistant or Certified Speech-Language Pathology Assistant.

- 10.3 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 (IRS) rate in effect at the time the mileage is incurred.

## ARTICLE ELEVEN: LEAVES

- 11.1 Vacation Leave: Twelve (12) month per year employees who work at least two hundred forty (240) days per year will receive ten (10) days paid vacation after one twelve (12) month year in the District. Those twelve (12) month employees who work at least two hundred forty (240) days per year that have worked five (5) twelve (12) month years or longer in the District will be granted fifteen (15) days paid vacation annually. Twelve (12) month employees who work at least two hundred forty (240) days that have worked ten (10) twelve (12) month years or longer in the District will be granted twenty (20) days paid vacation annually. Vacation time for employees working less than eight (8) hours per day will be based on proration of the above schedule. Employees working eleven (11) months at least two hundred twenty (220) days will receive one half the vacation as the twelve (12) month employee. Time earned in one vacation year must be used within the following eighteen (18) months or be paid out at their rate.

Vacations shall be scheduled in such a manner that a minimum number of employees shall be on vacation at any one time. The employee and the District will mutually agree upon dates of vacations. Where two (2) or more employees request the same vacation period but cannot all be released at the same time, the more senior employee(s) shall be granted the vacation period, subject to District operating requirements.

- 11.2 Personal Business Leave: Classified staff members that work two hundred forty (240) days or more per year will be granted three (3) personal business days and classified staff members who work two hundred thirty nine (239) days or less per year will be granted two (2) days personal business days, renewable each year.
- a. One (1) additional personal business leave day will be granted to employees who begin their sixth (6<sup>th</sup>) year of consecutive service.
  - b. Employees who do not choose to use any portion of their personal leave after May 15 may elect to roll no more than two (2) personal leave days into the following year's personal leave (accumulated leave not to exceed five (5) days) or be paid at their regular rate of pay at their scheduled amount of hours. Such elections must be declared to the District/Business Office by the last business day in May and shall be paid in the next payroll cycle.
  - c. Personal Business Leave black out days shall include the day before and after the holidays listed in Article 14.1, the day before and after fall break, winter break, and spring break, and the first and last day of school. Employees may not utilize Personal Business Leaves on those identified days without supervisor approval.

### 11.3 Bereavement Leave:

- a. Bereavement leave with full pay shall be allowed up to a maximum of five (5) days within one (1) month of each death in the immediate family during an employee's work year. Definition of immediate family is as follows: spouse, children, stepchildren, grandchildren, grandparents or great-grandparents of the employee or spouse, mother, father, former guardian, brother or sister of the employee or spouse, brother or sister-in-law, aunts, uncles, nieces, nephews and any step relationship to the above mentioned or anyone who is the resident or legal responsibility of the employee. The Superintendent or their designee may grant additional leave.
- b. Bereavement leave will be allowed for the early termination of pregnancy due to the natural loss of a fetus. Definition of immediate family for this section will only include employee's children and spouse or any relative who is the resident responsibility of the employee.

### 11.4 Sick Leave: Each regular employee shall be allowed ten (10) days sick leave per year or one (1) day per month employed, whichever is greater, up to a maximum of twelve (12) 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. Sick leave not taken shall accumulate and may be transferred from another school district up to seventy five (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 (30) days with the new district.

To the extent allowed by law, an unlimited number of days of unused sick leave may be transferred from another Oregon public employer 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 (5) consecutive school days may be required to furnish the principal or supervisor with a doctor's certificate stating that the illness or injury prevents the employee from working. The District may subsequently require a fitness for duty statement by the doctor before returning to duty.

Sick leave means absence from duty because of illness, injury or medical appointment of a classified employee or a member of their immediate family as defined herein (spouse, child or equivalent, parent, sibling or step-sibling, grandparent, grandchild, or other family as defined by OFLA). This provision shall also apply to any relative or guardian who is the resident responsibility of the

employee.

Any employees who are absent on approved sick leave may, upon use of all accumulated sick leave, be placed on leave without pay for up to three (3) months. An employee approved for sick leave without pay must reapply for approved sick leave without pay each three- (3) month period.

11.5 Sick Leave Bank: The purpose of the Sick Leave Bank shall be to provide additional sick leave to eligible and participating Classified employees beyond their accrued personal sick leave for their own or an immediate family member's serious illness or personal injury. For the purpose of access to the sick leave bank immediate family members are defined as the spouse/domestic partner, child, parent or sibling of the employee. In addition, the sick leave bank may be accessed for those minors for whom a Classified employee is acting in an "in loco parentis" relationship as defined by FMLA/OFLA. When Classified employees are newly hired, they will be given the option to join the sick leave bank by donating one of their sick days to the bank. Current Classified employees who are not yet sick bank members may join by donating one day to the bank during open enrollment, September 1 to November 1 of each year. The sick leave bank will operate as follows:

- a. A joint committee of three (3) members appointed by OSEA will oversee the Sick Leave Bank. The committee will meet as needed to review applications. An OSEA Representative can also attend as a non-voting member to observe.
- b. Only Classified employees who donate the aforementioned sick leave to the sick leave bank shall be eligible to receive sick leave bank leave. Such eligible Classified employees shall be able to request sick leave bank utilization after they have expended any sick leave they have accrued. An employee will not be eligible for the sick leave bank if receiving funds from Paid Leave Oregon.
- c. The bank is required to have a minimum balance of two-hundred fifty (250) hours. Should the balance fall below that figure, members will be asked to contribute additional hour(s), as determined by the committee, to maintain their membership.
- d. If a Classified employee who is already a member of the bank does not have sick leave available to donate at the time of the contribution (b. above), they may remain a member of the bank and the donation will be deducted from their next accrual of sick leave.
- e. The committee and the District will share necessary information to maintain accurate leave and payroll records.

11.6 Court Duty: Employees subpoenaed for a courtroom appearance shall be granted up to two (2) paid leave days per incident, and while on approved leave will be paid their regular salary less the amount paid the employee by the requesting party,



with the exception of mileage fees.

- 11.7 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 lodging, meal and mileage fees. Employees will submit a copy of payment fees to the District within seven (7) days of receipt.

The employee's supervisor shall receive advance notice of required jury duty or court appearances. 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.

- 11.8 Long-Term Unpaid Leave of Absence: An employee may apply for leave without pay for a specific period of time up to one (1) year for extenuating circumstances. If leave without pay is granted, increases in compensation (except experience increments which would be allowed if an employee worked six (6) months since their last experience step increase) and other benefits that went into effect during the time the employee was on leave without pay shall be applied to the employee's compensation upon returning from leave. Employees utilizing long term unpaid leave of absence will have their vacation, personal business, and sick leave pro-rated proportionately to the duration of the unpaid leave and their contracted days.

- 11.9 Short-Term Unpaid Leave of Absence:

- a. An employee must first exhaust all other appropriate leave balances to be eligible for unpaid leave days. An employee may request a Short-term Unpaid Leave provided a suitable replacement is available and the leave is neither disruptive to the operation, nor during either the first two (2) or the last two (2) weeks of the school year. However, in an emergency situation a waiver may be granted with the approval of the supervisor and Superintendent.
- b. Unpaid leaves of up to three (3) days are approved by the principal or department administrator.
- c. When the unpaid leave falls on either or both sides of a recess period or holiday, or is more than three (3) days, the unpaid leave must also be approved by the Superintendent.
- d. Employees utilizing short term unpaid leave of absence will have their vacation, personal business, and sick leave pro-rated proportionately to the duration of the unpaid leave and their contracted days.

## ARTICLE TWELVE: CONDITIONS OF EMPLOYMENT

- 12.1 Step increases will be on July 1 after completion of the employees six (6) month period.
- 12.2 All new employees will be hired on a sixteen (16) month probationary period. Probationary employees will receive a written evaluation based on the schedule below. If an evaluation has not been completed after a twelve (12) month period, the employee will be considered a regular employee.

Probationary Evaluation Schedule

First day of work	Minimum number of evaluations
0-6 months	1
7-12 months	1
13-16	1

- 12.3 Conditions for Promotion:
- a. An employee who has been promoted to a higher job classification may be returned to their former position and rate of pay within the first ninety (90) calendar days of such promotion at the discretion of the District. The District will provide the affected employee with the job-related reason for any such return to the former position.
  - b. An employee promoted to a new job classification shall have the option, without penalty, of returning to their previous position, at the previous rate of pay, within thirty (30) working days of promotion.
- 12.4 Negotiated increases will become effective on July 1 of each year for which an increase is applicable.
- 12.5 The District will pay for required driver physical examinations and electrocardiograms (EKGs) by a physician of the District's choice. Employees may use their personal physician providing the cost does not exceed the fee of the District's "physician of choice" and prior approval is obtained from the bus garage supervisor. In the event that fingerprinting is required of current employees for employment reasons, the District shall pick up the cost.
- 12.6 During the term of this agreement, the Association and its bargaining unit members will not initiate, cause, permit to participate, or join in any strike, work stoppage, slowdown or other concerted activity, including the observance of the picket line against the school district during the employees designated work hours. Participation in any of the above-prohibited activities shall constitute full just cause for disciplinary action, including discharge and/or damages.
- 12.7 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.

- 12.8 Annually, and not later than August 15, less than twelve (12) month classified employees will be notified by mail and email of their assignment for the following school year. Such notice will include the anticipated number of days of work and the number of hours of work for the year.
- 12.9 It is agreed that the District shall provide a safe and healthy workplace for all workers as required by ORS 654.010.
- 12.10 It is agreed by the parties that the District shall maintain a safe and hostile free work environment and that the District shall take immediate corrective action to ensure the safety of all employees. Further the District shall comply with all provisions of OR-OSHA.

The Safety Committee will function in accordance with OR-OSHA administrative rules. The District and the Association will appoint its own members to the Safety Committee.

Any employee who is required to work in any hazardous situations shall receive proper training for such duties and/or situations. Training and any associated costs including travel, lodging, per diem and overtime shall be paid for by the District in accordance with state and federal law.

If no safety equipment is available and/or the employee has not received performance training, that employee(s) shall not be required to perform said duties.

In the event any bargaining unit employee suffers an injury due to attack, assault, overt physical act of violence or inappropriate physical contact by a student of the District, the employee shall not be required to work with that student until such time that the employee, union representative and the building principal have met, conferred and reached a reasonable solution to the issue. An employee shall not be considered to be insubordinate if they refuse to follow an order that would endanger the health or safety of the student, employee or any other person.

Any incidents as described in the preceding section shall be reported to the building administrator.

- 12.11 The District agrees that for the life 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.
- 12.12 The District agrees to establish a communication device for the purpose of notifying employees to not report to work in the event of school closure due to weather or other emergency situations.

## ARTICLE THIRTEEN: SPECIAL EDUCATION

- 13.1 **Access to specialized plan records:** Bargaining unit members who are assigned to work with a student with specialized needs to assist the student with the educational, behavioral, medical, health or disability-related support needs of the student shall have access to the student's individualized education program (IEP), 504 Plan, behavior intervention plan, medical support protocols or any other documentation related to the employee's responsibilities to assist with the student's educational, behavioral, medical, health or disability related support needs. Access shall be provided in accordance with Oregon and federal law and regulations.
- 13.2 **Consultation on Specialized Plans:** Whenever the process of developing, reviewing or revising a student's specialized plan begins, each employee that provides support services for that student will be notified. All employees that provide a specialized service shall be given the opportunity to provide input to be used when the student's specialized plans are developed, reviewed or revised prior to any specialized meeting. All subject employees shall be given paid time during their workday to provide such input.
- 13.3 **Notification of Specialized Plan Meetings:** When possible, all employees that provide a specialized service shall be provided with advanced notice of at least seven (7) calendar days prior to the meeting.
- 13.4 **Participation in Specialized Plan Meetings:** The District will invite all subject employees to participate in the portion of a specialized plan meeting that relates to the support services that the employee provides for the student.

When a subject employee is invited to attend and participate in a meeting pursuant to this Article, the District will release that employee from their regular job duties to attend the meeting on paid work time and provide coverage necessary to enable that employee to attend the meeting. Subject employees will be compensated for time spent in the meeting that extended beyond their normal work hours. Attendance at these meetings is optional unless directed otherwise by a supervisor. Subject employees that wish to attend such a meeting must notify their supervisor at least forty eight (48) hours in advance of the meeting, to allow the District to arrange coverage.

The District is not obligated to reschedule a meeting if an employee cannot attend due to a personal conflict, illness, or absence. A subject employee may also choose to not attend the meeting. However, in such an event, the employee that is unable to attend or chooses to not attend will be permitted to provide input via alternative means, and to receive an update following the meeting.

In the event that the student's parent or guardian objects to a specific employee's attendance at a meeting, the case manager shall inform that

employee that the parent or guardian has objected, and the employee will not be permitted to attend. The case manager shall ask the parent or guardian for the reason for that objection and shall record the reason given. In such a case, that employee will remain permitted to provide input using the procedures described herein and will be entitled to receive an update following the meeting. If an employee has been excluded from a meeting due to an objection from a parent or guardian, the employee and/or their union representative may request a meeting with the case manager to review the reason for the parent objection. No District employee may induce or attempt to induce a parent or guardian to object to the attendance of a given employee for the sole purpose of causing that employee to be excluded from the meeting.

- 13.5 **Training:** The District shall provide all subject employees with adequate training, within a reasonable time frame, to safely provide the support services the employee is assigned to provide. If an employee believes that they have not received adequate training under this provision, the aggrieved employee may file a request for review with the (1) Principal, (2) Special Education Director, then (3) Superintendent. The District shall promptly, meaning within fourteen (14) calendar days of receiving such a report, absent extraordinary circumstances that necessitate a longer response time, review and respond in writing to all reports of alleged training deficiencies, and take other corrective action as deemed appropriate. If the District ultimately disagrees with the employee that the employee has not been adequately trained, the District shall explain the basis for its conclusion in its written response.

## ARTICLE FOURTEEN: HOLIDAYS

14.1 Paid holidays for employees in the bargaining unit shall be:

Independence Day*	Christmas Eve Day
Labor Day	Christmas Day
Veterans Day	New Year's Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Juneteenth*

Holidays marked with an asterisk (\*) shall only be available to bargaining unit members with twelve (12) month contracts who work at least two hundred forty (240) days per year.

14.2 Holidays falling on Saturday or Sunday will be observed on weekdays immediately preceding or following the weekend as determined by the District calendar for the year in question.

## ARTICLE FIFTEEN: GRIEVANCE PROCEDURE

- 15.1 The purpose of this procedure is to secure the exclusive and expeditious means of solving grievances at the lowest possible level regarding an alleged violation of this Agreement.

- 15.2 Level One. Within twenty (20) calendar days of the alleged occurrence or within twenty (20) calendar days of knowledge of such occurrence the grievant will first discuss the grievance with the immediate supervisor or building principal in an attempt to resolve the matter informally at that level. If not satisfied with the response, the grievant shall complete a written grievance form which shall set out the facts upon which the grievance is based, the Article(s) alleged to have been violated, how the District action or inaction allegedly violated language cited and the remedial action requested. The grievance form shall be submitted to the immediate supervisor and/or the building principal.

The building principal or supervisor shall then meet with the grievant and representative within seven (7) calendar days to attempt to resolve the grievance. The principal or supervisor shall communicate in writing within seven (7) calendar days after the meeting the decision to the employee and the representative.

- 15.3 Level Two. If the grievant is not satisfied with the decision or if no decision is rendered within the required time period, the grievant may appeal the decision within seven (7) calendar days to the Superintendent. The grievant will include a copy of the original grievance form and an explanation why the grievant is not satisfied with the findings at Level One of this procedure.

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 within seven (7) calendar days after the meeting to the school board, the grievant and the representative. If dissatisfied with the action of the superintendent or if no decision is rendered within the required time period, the grievant may request a meeting with the school board within seven (7) calendar days after receiving the decision of the Superintendent. The grievant will submit a copy of original grievance form submitted at Level One and copies of the decisions at Level One and Two along with an explanation why the decisions rendered at those levels are unacceptable to the grievant.

- 15.4 Level Three. 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.



Nothing herein stated shall deprive the grievant of rights to be represented by the Association before the Board. The Association shall have the right to be present for any adjustment of the grievance.

- 15.5 Level Four. The Association, if dissatisfied with the decision at the board's level or if no decision is rendered within the required time period, 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 One may be submitted to arbitration.

Within five (5) days of receipt of the appeal, the superintendent or their designee 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 (ERB) 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 their 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 one (1) year 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 SIXTEEN: JUST CAUSE**

- 16.1 The District shall not, for disciplinary reasons, suspend without pay, reduce in basic compensation or dismiss any classified employee without just cause.

## **ARTICLE SEVENTEEN: JOB OPENINGS**

- 17.1 The District 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. The District agrees that they will post within the buildings for at least five (5) days prior to advertising in the media.
- 17.2 When a vacancy occurs within the bargaining unit, either existing or newly created, such openings shall be posted. The posting notices shall be emailed to the Association president, shall be posted on bulletin boards in each responsibility center where classified employees work and emailed to all classified employees July 1 through June 30 on their District email. A list of all vacancies which occur from June 1 to August 31 will be emailed to classified employees who have expressed interest and left a summer address with the District Office. No such vacancy will be filled within fourteen (14) calendar days of the posting date. A temporary employee may be placed in vacancies that occur within the last ninety (90) days of the school year.
- a. Current employees of the District who have completed their probation period may bid for such postings by completing a mutually developed internal employee application.
  - b. In the event that the District judges the job-related qualifications of an outside applicant to be equal to those of a current employee, preference shall be given to the current employee.
  - c. In the event that the District judges that the job-related qualifications of two (2) or more current employees to be equal, preference shall be given to the employee with the greatest District seniority.
- 17.3 When filling a position, the District will have at least two (2) classified employees as part of the interview team. It is encouraged that one (1) of the two (2) positions be a member of the Association executive board.
- 17.4 The District agrees to consider the employment of less-than-twelve- (12-) 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- (12-) 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 procedure does not apply to alleged violations of 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- (12-) month employee constitute an extension of the employee's employment year or the granting of fringe benefits beyond those required by law.

## **ARTICLE EIGHTEEN: LABOR MANAGEMENT COMMITTEE**

- 18.1 The District and the Association shall form and maintain a joint Labor Management Committee for the purpose of increasing and improving communications and relationships.
- 18.2 Both the District and the Association shall be equally represented. Three (3) representatives shall be appointed by the OSEA chapter executive board, one of the representatives being the OSEA chapter president and three (3) representatives shall be appointed by the superintendent. In addition to the OSEA appointed representatives, the OSEA field representative shall be a non-voting committee member.
- 18.3 The purpose of the committee is to:
- a. Maintain open communication between the Association and the District
  - b. Discuss concerns regarding clarification of this agreement
  - c. Exchange factual data
  - d. Discuss proposed policy changes affecting employee relations
  - e. Address other issues mutually agreed to by the OSEA chapter president and the superintendent
- 18.4 The District and the OSEA chapter president shall establish the committee's meeting schedules as requested by either party.

## **ARTICLE NINETEEN: TRANSPORTATION**

- 19.1 Trip pay for bus drivers shall be paid at their rate for all hours worked. Drivers that work on Saturday or Sunday shall be paid time and one-half for time worked.
- 19.2 All regular drivers shall be compensated for a minimum of four (4) hours each workday, or a minimum of twenty (20) hours each normal workweek.
- 19.3 Meals will be paid according to the District's standard operating procedures. Any changes to the standard operating procedures that affect meal compensation for bus drivers shall be subject to bargaining and Association approval.
- 19.4 Activity Trips:

The District agrees to use classified bus drivers for the transportation of fourteen (14) or more student participants traveling to contests in school-owned school buses or vehicles for the following High School sports:

- Volleyball, Football, Soccer, Cross Country, Girls Basketball, Boys Basketball, Wrestling, Baseball, Softball and Track with the exception of:
- Spring Break Baseball trip
- Spring Break Softball Trip
- State Cross Country, Wrestling and Track Meets

The District has unlimited discretion in whether it uses classified bus drivers or other District personnel/approved volunteers, who are not classified bus drivers, to drive up to two (2) District vehicles (e.g., activity busses, vans, etc.) for trips with fourteen (14) or fewer student participants. Examples of such trips include but are not limited to:

- Club activities such as speech/debate, forestry/CTE, salmon bowl, leadership, etc.
- Other school academic/learning activities
- Summer sports activities that are not OSAA related
- Overnight sports trips including sports tournaments, team camps, etc.

It is understood that students may be transported in non-district-owned vehicles without regard to the union membership status of the driver.

It is agreed that if the District has at least twenty-four (24) hours prior notice of a trip cancellation and fails to notify the bus driver of the cancellation, the district will provide the driver with the opportunity to work four (4) hours or compensated at their rate for two (2) hours. It is further understood that in the event a trip is cancelled at the "last minute" and rescheduled, the original driver scheduled to drive that trip will again be scheduled to drive the makeup trip, subject to their availability.

## SIGNATURES

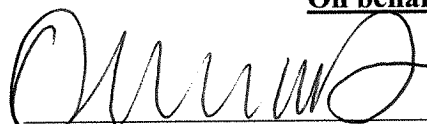

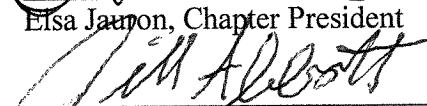
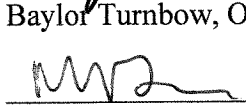
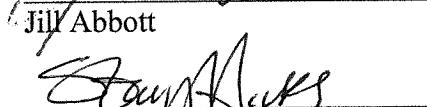

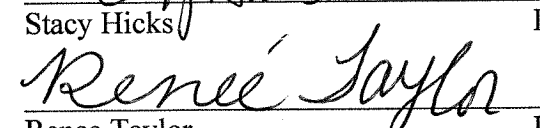
This contract is made and entered into this 6<sup>th</sup> day of January, 202<sup>5</sup> by the Oregon School Employees Association Chapter 53, referred to as the "Association" and the Board of Education of Clatskanie School District, referred to as the "Board" or the "District."

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses an obligation of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.


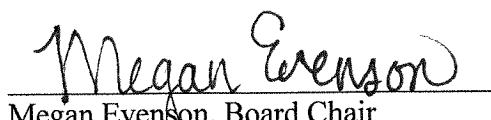
This contract shall be effective as of July 1, 2024, and shall be binding upon the Board, the Association and its members and shall remain in full force and effect through June 30, 2026.

In witness whereof, the parties hereby affix their signatures below as of the date first above written.

### On behalf of the OSEA Clatskanie Chapter 53

 Elsa Jarron, Chapter President	<u>1-3-25</u> Date	 Baylor Turnbow, OSEA Field Rep.	<u>01/02/2025</u> Date
 Jill Abbott	<u>1-6-25</u> Date	 Micah Doney	<u>1-6-25</u> Date
 Stacy Hicks	<u>1-3-25</u> Date	 Linda Sherman	<u>1-6-25</u> Date
 Renee Taylor	<u>1-3-25</u> Date		

### On behalf of the Clatskanie School District 6J

 Dr. Danielle Hudson, Superintendent	<u>1/6/25</u> Date	 Megan Evenson, Board Chair	<u>1/6/25</u> Date
--	-----------------------	--	-----------------------

## APPENDIX A: 2024-25 HOURLY WAGE SCHEDULE

<b>Clatskanie School District Classified Employees Hourly Wage Schedule</b> <b>3% COLA, 3.75% Between Steps - Effective November 1, 2024</b>										
<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>Long. 11</b>	<b>Long. 15</b>
Cook	17.27	17.92	18.59	19.29	20.01	20.76	21.54	22.35	22.85	23.35
Head Cook	18.39	19.07	19.79	20.53	21.30	22.10	22.93	23.79	24.29	24.79
SLC / Life Skills Assistant	19.30	20.02	20.77	21.55	22.36	23.20	24.07	24.97	25.47	25.97
CSD Certified Ed Assistant	18.05	18.72	19.42	20.15	20.91	21.69	22.51	23.35	23.85	24.35
Media Technician	18.05	18.72	19.42	20.15	20.91	21.69	22.51	23.35	23.85	24.35
Computer Technician	21.26	22.06	22.88	23.74	24.63	25.56	26.51	27.51	28.01	28.51
Licensed Speech-Language Pathologist Asst.	22.74	23.60	24.48	25.40	26.35	27.34	28.36	29.43	29.93	30.43
Bookkeeper	18.76	19.46	20.19	20.95	21.73	22.55	23.39	24.27	24.77	25.27
Admin Assistant I	18.76	19.46	20.19	20.95	21.73	22.55	23.39	24.27	24.77	25.27
Admin Assistant II	19.70	20.44	21.21	22.00	22.83	23.69	24.57	25.50	26.00	26.50
Bus Driver	21.39	22.20	23.03	23.89	24.79	25.72	26.68	27.68	28.18	28.68
Relief Driver	21.39	22.20	23.03	23.89	24.79	25.72	26.68	27.68	28.18	28.68
Dispatcher/Trainer	23.40	24.28	25.19	26.13	27.11	28.13	29.19	30.28	30.78	31.28
Maintenance	22.37	23.21	24.08	24.98	25.92	26.89	27.90	28.95	29.45	29.95
Head Custodian	21.77	22.59	23.44	24.32	25.23	26.17	27.16	28.17	28.67	29.17
Custodian	20.96	21.75	22.56	23.41	24.29	25.20	26.14	27.12	27.62	28.12
Grounds Keeper	20.96	21.75	22.56	23.41	24.29	25.20	26.14	27.12	27.62	28.12
Mechanic Helper	23.40	24.28	25.19	26.13	27.11	28.13	29.19	30.28	30.78	31.28
Mechanic	25.42	26.37	27.36	28.39	29.45	30.56	31.70	32.89	33.39	33.89
Translator	Annual stipend of two thousand dollars (\$2,000) pro-rated across pay schedule.									



## APPENDIX B: 2025-26 HOURLY WAGE SCHEDULE

<b>Clatskanie School District Classified Employees Hourly Wage Schedule</b> <b>5% COLA, 3.75% Between Steps - Effective July 1, 2025</b>										
<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>Long. 11</b>	<b>Long. 15</b>
Cook	18.14	18.82	19.52	20.25	21.01	21.80	22.62	23.47	23.97	24.47
Head Cook	19.30	20.03	20.78	21.56	22.37	23.21	24.08	24.98	25.48	25.98
SLC / Life Skills Assistant	20.26	21.02	21.81	22.63	23.47	24.35	25.27	26.22	26.72	27.22
CSD Certified Ed Assistant	18.95	19.66	20.40	21.16	21.95	22.78	23.63	24.52	25.02	25.52
Media Technician	18.95	19.66	20.40	21.16	21.95	22.78	23.63	24.52	25.02	25.52
Computer Technician	22.32	23.16	24.03	24.93	25.86	26.83	27.84	28.88	29.38	29.88
Licensed Speech-Language Pathologist Asst.	23.88	24.78	25.70	26.67	27.67	28.71	29.78	30.90	31.40	31.90
Bookkeeper	19.69	20.43	21.20	21.99	22.82	23.67	24.56	25.48	25.98	26.48
Admin Assistant I	19.69	20.43	21.20	21.99	22.82	23.67	24.56	25.48	25.98	26.48
Admin Assistant II	20.69	21.46	22.27	23.10	23.97	24.87	25.80	26.77	27.27	27.77
Bus Driver	22.46	23.31	24.18	25.09	26.03	27.00	28.02	29.07	29.57	30.07
Relief Driver	22.46	23.31	24.18	25.09	26.03	27.00	28.02	29.07	29.57	30.07
Dispatcher/Trainer	24.57	25.49	26.45	27.44	28.47	29.54	30.65	31.79	32.29	32.79
Maintenance	23.49	24.37	25.28	26.23	27.22	28.24	29.30	30.40	30.90	31.40
Head Custodian	22.86	23.72	24.61	25.53	26.49	27.48	28.51	29.58	30.08	30.58
Custodian	22.01	22.83	23.69	24.58	25.50	26.46	27.45	28.48	28.98	29.48
Grounds Keeper	22.01	22.83	23.69	24.58	25.50	26.46	27.45	28.48	28.98	29.48
Mechanic Helper	24.57	25.49	26.45	27.44	28.47	29.54	30.65	31.79	32.29	32.79
Mechanic	26.69	27.69	28.73	29.81	30.93	32.09	33.29	34.54	35.04	35.54
Translator	Annual stipend of two thousand dollars (\$2,000) pro-rated across pay schedule.									