

COLLECTIVE BARGAINING AGREEMENT

Between the

BANDON SCHOOL DISTRICT

and the

OREGON SCHOOL EMPLOYEES
ASSOCIATION BANDON CHAPTER 112



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Article 1 – Introduction

- A. This Agreement is entered into between the Board of Directors on behalf of Bandon School District No. 54, Coos County, Oregon, herein referred to as the “District” or “Board” and Chapter, Oregon School Employees Association (OSEA) Bandon Chapter 112, herein referred to as the “Association.”
- B. This Agreement is to set forth and record and herein the full Agreement between the parties on those matters pertaining to employment relations for the classified personnel included in the bargaining unit.

Article 2 – Recognition

- A. The District recognizes the Association as the sole and exclusive representative with respect to wages, hours, and conditions for all employees included in the bargaining unit as delineated in Part B hereof and also to promote harmonious working conditions between the classified employees and administration of the District.
- B. The bargaining unit shall consist of all classified employees except:
- (1) Food Service Supervisor, Director of Operations, Transportation Supervisor
 - (2) Confidential Employees – as defined in ORS 243.650(6).
 - (3) A Substitute Employee – defined as a person who is replacing an absent employee.
 - (4) A Temporary Employee – defined as a person who has worked for a period of more than twenty (20) consecutive working days as a substitute employee. A Temporary Employee becomes a member of the bargaining unit for all purposes, except accumulation of seniority for layoff purposes or establishing bumping rights into a vacant position, when (1) employed to replace an absent employee for sixty (60) or more consecutive workdays, or (2) has served as a substitute/temporary for one hundred and ten (110) days or more in a fiscal year. The employee shall continue as a member of the bargaining unit through the end of the fiscal year.
 - (5) A Limited Term Employee – defined as a person who is employed to perform a specific function not to exceed sixty (60) days, upon the completion of which the position will not be required on an ongoing basis. A Limited Term Employee becomes a member of the bargaining unit for all purposes, except accumulation of seniority for layoff purposes or establishing bumping rights into a vacant position when (1) the specific function the individual was hired to perform goes over sixty (60) consecutive workdays or (2) has served as a substitute, temporary or limited term employee for one hundred and ten (110) days or more in a fiscal year. The employee shall continue as a member of the bargaining unit through the end of the fiscal year.

Article 3 – District Functions

- A. The Board on its own behalf and on behalf of the electors of Bandon School 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 the constitution of the state of Oregon. Such powers, rights, authority, duties and responsibilities shall include, but are not limited to:
- (1) The exclusive management and administrative control of the District educational and service system and its properties and facilities, except as limited by the expressed terms of this Agreement.
 - (2) Subject to the provisions of law and this Agreement, the hiring of all members and determination of qualifications and the conditions of their employment or their dismissal, sanction, demotion or promotion, and transferring and assignment of all such members.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices shall be limited only by the specific terms of this Agreement and then only to the extent that such specific terms are in conformance with the Constitution and the laws of the state of Oregon.
- C. It is recognized by the parties that all rights and prerogatives of the Board which have not been diminished or modified by the terms of this Agreement are expressly retained by the Board on behalf of the citizens of the District. The rights of employees under this Agreement and of the Association shall be limited to those which are provided by the terms of this Agreement and by law.
- D. The District reserves the right to contract or subcontract bargaining work only after the following conditions are met:
- (1) Before a final decision is made the Board will notify the Association of the intent to contract or subcontract bargaining unit work.
 - (2) The Association shall have thirty (30) days to request to bargain the impact of such a decision.
 - (3) The District and the Association shall expedite the negotiation process to include mediation.

Article 4 – Nondiscrimination

- A. The District will follow all state and federal laws. The District is an equal opportunity employer.

Article 5 – Strikes and Lockouts

- A. The employees as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage or slowdown, picketing, or any other restriction of work arising during the period of this Agreement. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article. Such disciplinary action may be taken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including action for damages which may be available to the District.

- B. There will be no lockout of employees in the bargaining unit by the District as a consequence of any dispute arising during the period of this Agreement.

Article 6 – Payroll Deductions

- A. The District agrees to deduct from the salaries of its bargaining unit members as requested in writing by the individual employee, and make remittance to the appropriate agency for:
- (1) Association dues and fees
 - (2) Tax-sheltered annuities – minimum five (5) enrolled. Any fees incurred to the District from a TSA provider for the TSA will be paid by the Association member.
 - (3) Credit union.
 - (4) Premiums for District – approved insurance programs.
 - (5) United Fund
- B. The employees and the Association agree to hold the District harmless and indemnify it thereon, including attorney's fees, against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this Article.

Article 7 – Association Security

A. Association Membership

(1) Employees have the right to join the Association, but membership in the Association shall not be required. The District will advise all newly-hired employees employed at the time of their employment that the Association is their exclusive bargaining representative.

(2) The District agrees to deduct Association dues and fees of the Association for all employees who are members of the Association and to promptly remit those funds to the Association's State Office.

B. Disbursement of Funds

The District shall disburse all Association dues and deductions except as relates to designated charities, to the Association's State Office.

C. Hold Harmless

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 A and B, above.

Article 8 – Employment, Transfer and Promotion

A. Classified employees are subject to reassignment at any time, particularly during school vacation periods. Assignments made during vacation periods are understood to be temporary with no change in salary or classification involved. Assignment changes which are permanent will reflect a salary change. The salary will be adjusted according to assignments and experience.

(1) Working Out of Classification: An employee temporarily assigned by the District to work more than one (1) working day or shift during the school year to replace an absent employee who is in a higher classification shall be considered acting out of classification. Said employee shall be entitled to the rate of pay that is the comparable step in the new classification which provides a salary one (1) step higher than the salary they were receiving prior to the assignment or the rate of the first step of the new classification, whichever is greater, from the first day of the assignment.

B. When making transfers or when filling vacancies, the District will give consideration to the employee's training, experience, specific achievements, length of service to the District, and the wishes of the employee. Current bargaining unit members will be given preference for new or vacant positions over outside applicants when it is determined by the District that they are more qualified. However, it is understood that vacancies are filled at the discretion of the District. In the event a bargaining unit member applies for an open position and is not selected; they may request and shall be granted a meeting with the hiring manager to discuss the reasons and how they may better prepare for future opportunities.

(1) This section is not applicable to filling vacancies within classifications on a temporary or short-term basis. It is understood that these vacancies shall be filled at the discretion of the District.

(2) Any bargaining unit member who fills such vacancy shall serve a probationary period of ninety (90) working days, provided that it is not within the same classification. During this probationary period the District may return the employee to their former position or the employee may elect to return to their former position. Such an action shall not reflect negatively upon the employee and the time served in the position shall count as time served in the position to which the employee is returned.

- C. Any employee desiring a transfer to another job classification or within a job classification shall make their request thereof on or before May 1 in order for it to be considered for the following school year. Applications for transfer must be renewed annually in order to remain valid. A probation period of up to ninety (90) working days for changes within a job classification shall be observed.
- D. When a permanent assignment change is made within a job classification, there shall be no loss of seniority. Salary placement in new job classifications shall be determined by the Superintendent subject to the employee's qualifications.
- E. Seniority shall be defined as a privileged status attained by length of continuous service ordinarily within a job classification. However, within a job classification, forty (40) hours a week, twelve (12) months a year employees shall have seniority over those who work less hours per week and less months per year. In the event of a temporary reassignment in another classification or layoff, there shall be no loss of seniority when reassigned to the original classification.

The job classifications for the purpose of this Agreement and seniority clause shall be:

Educational Assistant	Library Assistant	Food Service Assistant
Special Educational Assistant	Secretary	YTP Coordinator
Custodial/Maintenance	Bus Driver	Dispatcher
Baker	Trainer	

- F. The District shall make available to the Association a list of all job openings in the bargaining unit. These shall be posted throughout the District for five (5) working days. During the summer months, notification of job openings shall also be given to the Association president or their designee and posting shall be extended to seven (7) working days, but posted only at the District office. Posting in the District will occur simultaneously with any external advertising of the position. Upon mutual agreement between the District and the Association, the posting time may be shortened. A job description shall be available at the time the position is posted.
- G. If, because of lack of funds or changes in needs, dismissal or layoff of an employee becomes necessary, a fifteen (15) working day written notice shall be given to the employee.

- H. The District retains the right to establish the number of days in the employee work year and it reserves the right to make changes in the work year to meet the District's educational and operational needs.
- I. Job descriptions will be available to all employees upon request.
- J. Employees interested in working during the summer months or spring break shall express their interest in writing to the District.

Article 9 – Dismissal/Demotion

- A. Disciplinary action may result from a recommendation with just cause of the administrator/supervisor to whom the employee has been assigned to work and shall have the authority to warn or suspend an employee. If such disciplinary action warrants, the Superintendent shall have the authority to dismiss said employee.
- B. An employee who has been demoted, suspended, or dismissed shall be entitled to a hearing before the Board if a written request is filed with the Board within fifteen (15) working* days of the dismissal or demotion. Both the employee and the supervisor may present information. The Board will determine the hearing format.
- C. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or benefits. If the charges are upheld, the termination date shall be the date of suspension or dismissal.
- D. Any grievance regarding a dismissal, demotion, or disciplinary action shall not be actionable under this Agreement; the affected employee may, however, use the grievance procedure contained in District policy.

*Working day is defined as any day the District office is open.

Article 10 – Work Schedules

- A. Employees shall adhere to the daily schedules and shall make no commitments that will preclude their being present for their assigned responsibilities.

Article 11 – Compensation

A. The compensation schedules for services rendered by classified employees are attached hereto as Appendix A-C and by this reference incorporated herein.

(1) Effective July 1, 2024 the salaries listed in Appendix A shall be increased by 5% over 2023-2024 wages for all classifications.

(2) Effective July 1, 2025 the salaries listed in Appendix B shall be increased by 4% over 2024-2025 wages for all classifications.

(3) Effective July 1, 2026 the salaries listed in Appendix C shall be increased by 4% over 2025-2026 wages for all classifications.

B. Retirement Plan

1. During the term of this Agreement, the District will participate in the Public Employee Retirement System (PERS) as required by ORS Chapter 238 and 238A that are applicable to the employees in the bargaining unit.

2. The District will comply with any statutory or administrative rule changes which are enacted during the term of this Agreement. In addition, any changes in the PERS which are enacted during the life of this Agreement by statute or administrative rule will apply to the employees covered by those plans.

3. The District does not agree to provide employees any particular level or type of retirement benefit, but only to participate in the PERS and make contributions as required by law.

4. To the extent allowed by law, retiring employees will receive credit for unused sick leave for the purpose of calculating final average salary for PERS retirement benefits.

5. The District does not guarantee any particular level or type of retirement benefit. Benefits are determined by the PERS Board in accordance with state

statute and administrative regulations. The District is merely committed to participating in the program to the extent mandated by state law.

6. The full amount of required employee contributions “picked up” or paid shall be considered “salary” within the meaning of ORS 238.005(8) for the purposes of computing an employee member’s “final average salary” within the meaning of ORS 238.005(12), but shall not be considered “salary” for the purposes of determining the amount of employee contributions required to be employee contributions for the purpose of ORS 238.200 and 238.205.
- C. A normal workday is eight (8) hours excluding meal periods. Each employee will receive a minimum thirty (30) minute duty free meal period (except for emergencies) as set by administration. Such time shall not be considered as time worked. A fifteen (15) minute rest period, or its equivalent, is allowed for each four (4) hours as set by the Superintendent. A regular workweek is forty (40) hours. Overtime accrues after forty (40) hours in a work-week. For purposes of overtime calculating the work-week shall be defined as Monday through Sunday. If an employee is required by management to work beyond eight (8) hours in a single day they shall not have their regular hours reduced by management for the rest of the week.
 - D. Classified employees attending conferences approved by the Superintendent or transporting students to approved competition or conferences, unless otherwise arranged with the Superintendent, will be reimbursed expenses as follows: Mileage costs for personal vehicles will be based upon current Board policy. Reimbursement of lodging will be at reasonable rates so long as it is pre-approved. Meal reimbursement will be at ten dollars (\$10) for breakfast, eleven dollars (\$11) for lunch, twenty dollars (\$20) for dinner. Itemized receipts must be turned in to the District Office showing an actual meal was purchased.
 - E. Each year the Association members have two emergency days to use for an emergency requiring immediate attention. An emergency shall be defined as such things as a weather-related storm, fire, other natural occurrences or another emergency that require an Association member to take immediate action. An Association member shall make all practical efforts to notify building administrator or designated supervisor of the need to take emergency leave (if not District related closure) and seek approval from the administrator prior to taking such leave.

F. Regular payday shall be the twentieth (20th) of each month. Classified employees shall be given their June check on the twentieth (20th).

G. Movement on the Salary Schedule

(1) Persons employed by the District will normally be placed on Step 1 of the appropriate schedule and shall advance to Step 2 on July 1 if they successfully performed in the position and were hired prior to March 1 of the same year.

(2) The District reserves the right to place a new employee above Step 1 if their experience and skills warrant such placement. Advancement shall be the same as indicated above requiring the March 1 hiring date.

(3) Employees other than those detailed in (1) shall advance on July 1 of each year until they have reached the top of the salary schedule.

(4) An employee who is promoted shall be placed on the step of the appropriate classification which will afford a salary increase.

H. Shift Differential

Employees whose shift commences on or after 1:30 p.m. shall receive twenty-five cents (\$.25) per hour in addition to their regular rate of pay.

Temporary assignments to other shifts of ten (10) workdays or less shall not remove eligibility to receive the shift differential.

I. Career Employee Recognition

An employee in the bargaining unit who has ten (10) years continuous service with the District shall have an amount of three percent (3%) percent on the salary schedule that the employee is placed added to the regular amount of salary compensation. Such amount shall be part of that employee's salary for the length of this Agreement and shall not be compounded. If the employee has their next ten (10) year anniversary while this clause is in force again the amount of three percent (3%) percent is calculated as stated above and this new amount is added to the regular salary schedule compensation.

Example: $\$6.58 \times 3\% = \$.20 + \$6.58 = \6.78

J. Regular payday shall be the twentieth (20th) of each month. Employees shall be given their June check mailed to a designated address on or before the last business day of June.

K. Show Up Pay

An employee reporting for work on a scheduled workday who has not been notified not to report for work shall be compensated for two (2) hours at that employee's regular rate of pay. Employee may or may not be given work for the assigned two (2) hours on a scheduled workday.

L. Call Back Pay

An employee in the bargaining unit called back to work after completing a scheduled shift shall be guaranteed a minimum pay of two (2) hours at one and one half (1½) times their regular rate after completing eight (8) hours in any one day.

M. Overtime

(1) Worked daily or weekly

All time worked in excess of forty (40) hours in any one (1) week shall be paid at time and one half (1½) the regular rate of pay. The District shall have the option of working four (4) ten (10) hour days; at straight time rates Monday through Friday, for custodians and maintenance during the spring, summer and winter breaks.

(2) Work on holidays or Sundays

All work required to be performed on a holiday will be paid, in addition to the pay for the holiday, at the rate of time and one half (1½). Work required to be performed on Sundays will be paid at time and one half (1½) the regular rate of pay.

(3) Employees may enter into extra-duty contracts with the District. Extra-duty contracts do not require the District to pay overtime, unless extra-duty position results in the employee working over forty (40) hours in any given workweek. Please refer to MOU.

(4) The District retains the right to assign ~~drivers to~~ activity trips to employees who have fewer hours per week/day with the goal of paying the least amount of overtime possible and reducing and/or containing overtime costs. The District agrees to offer extra-duty trips to bargaining unit members prior to using non-bargaining unit members.

N. Licenses/Permits/Employment Requirements

(1) Licenses/Permits

All classified personnel will obtain and maintain any license, certificate, health care or permit as required by law or policy prior to being paid under this Agreement. In the event the employee loses a required permit or license, they will be suspended without pay from working until they can regain the required permit or license. If they cannot regain the permit or license within sixty (60) days they may be terminated.

(2) Bus Driver Physicals

- a. The District will pay the cost of the required examination for bus driver physicals. The District may designate the physician(s) to be used. If a driver wishes to use a doctor other than one designated by the District, the District will pay the fee not to exceed one hundred and twenty dollars (\$120.00).
- b. Drivers who work less than two (2) months will have one half (1/2) of the fee paid by the District deducted from their final check.

(3) The District reserves the right to establish pre-employment requirements that may include, but are not limited to, drug screening, fingerprinting, criminal history checks, skill test, etc.

If a condition is established it shall be made part of the Board policy and shall be enacted equally and without discrimination to all candidates. Existing employees are not subject to the requirements unless laws are imposed that require such employment conditions.

(4) The District shall pay the cost of fingerprinting and background checks required by law; for all current bargaining unit members hired prior to the ratification of this Agreement. New bargaining unit employees will be reimbursed for the cost of fingerprinting and background checks commencing with the third year of employment. Employee must request reimbursement from the District office.

P. Special Education Stipend

During each year of this Agreement, Special Education Assistants or Education Assistants who work with students that place them in high risk of danger shall receive a \$1,200 (one thousand, two hundred) stipend. Such stipend is subject to the determination of and agreement with the union representative, Special

Education Director, building principal, and Superintendent. Payment will be split amongst pay periods through the school year.

Article 12 – Personnel Files

- A. The official file of each employee is confidential and shall be kept in the District personnel files.
- B. Evaluations, disciplinary actions and complaints shall not be placed in an employee's personnel file without either the signature of the employee indicating that they have been shown the material or a statement by the employee's supervisor that they have been shown the material and refused to sign it. A copy of such material shall be furnished to the employee.
- C. The employee shall have the right to make a written statement relating to any evaluation, reprimand, charge, action or any matter placed in the personnel file.
- D. The personnel file shall be open for inspection by the employee during regular office hours, but shall be open only to such other persons as are officially designated by the District or by the employee.

Article 13 – Leave from Duty

A. Sick Leave

- (1) Sick Leave shall accrue at the rate of one (1) day per month employed; or ten (10) days per year, whichever is greater. Sick leave shall be available for the employee's illness or injury (or disability due to pregnancy) or illness of a family member; which prevents work performance and shall be paid at the employee's normal daily rate of pay. Unused sick leave is accumulative for an unlimited number of days.
- (2) When an employee will be absent from work, they shall give notice to the principal or person designated by the Superintendent to receive such notice. If the absence is for consecutive days, the supervisor shall be notified of the probable date of return. The Superintendent may require substantiation of said illness pursuant to state and federal law.
- (3) An employee returning from any illness or injury, whether or not sick leave benefits have been paid, may be required to submit to a written release stating employee's ability to return to work prior to returning to work, in order to safeguard the health of students and fellow employees. It is not the intent of the parties to require return to work releases when an employee is absent due to colds or flu.
- (4) All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except those which another employer will allow to be transferred or PERS will accept toward retirement.
- (5) Any employee obtaining sick leave benefits by fraud, deceit; or falsified statements shall be terminated.
- (6) All sick leave benefits are to be figured on the hours per day that each employee works. (Example: A bus driver whose regular workday is three (3) hours per day would be entitled to ten (10) days at three (3) hours per day for the year (or a total of thirty (30) hours for the year).
- (7) Each year each employee shall be given an accounting of their used and accumulated sick leave as of June 30. This information shall be given to the employee no later than September 15 of each year.

(8) Transfer of Sick Leave

New employees to the District who have worked in other Oregon districts shall, after completing thirty (30) working days, be eligible to transfer all unused accumulated sick leave.

- a. For retirement purposes, under ORS 238.350, the District will permit an school employee who has been employed in other Oregon districts to transfer an unlimited number of days of unused accumulated sick leave.
- b. That usable for sick leave purposes shall not exceed seventy-five (75) days of the total transferred, and those must be certified as having been available for sick leave by the most recent employing District.

B. Personal/Emergency Leave:

(1) For non 12 month employees, the District may grant up to a total of 4 Personal Leave days, that does not accumulate (roll over) year to year. For 12 month employees, the District will grant up to a total of three (3) Personal Leave days that do not accumulate year to year.

(2) As stated in Article 11 (e) Each year the Association members have two emergency days to use for an emergency requiring immediate attention. An emergency shall be defined as such things as a weather-related storm, fire, other natural occurrences or another emergency that require an Association member to take immediate action. An Association member shall make all practical efforts to notify building administrator or designated supervisor of the need to take emergency leave (if not District related closure) and seek approval from the administrator prior to taking such leave.

C. Bereavement Leave

An employee shall be granted a maximum of five (5) days with pay for death in the immediate family. Immediate family is defined as: spouse, child, parent, grandparent, grandchild, brother, sister, parents of spouse, brother-in-law, sister-in-law or resident responsibility of the employee. Paid holidays will not be counted as part of the five (5) days and will be paid as normal (as if the employee had worked the day before or after). Bereavement leave for a situation not listed above; or additional time for unusual circumstances; may be allowed with the

approval of the Superintendent. The decision of the Superintendent is final and binding and not subject to the grievance procedure.

D. Family Leave (Must submit a letter of request)

Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA) requests must contain enough information for the Board to determine whether the request qualifies for FMLA.

(1) Family leave will be given in accordance with state and federal laws.

E. Jury Duty Leave

An employee shall be granted leave with pay to serve on jury duty; provided, however, the compensation paid to said employee for the period of leave shall be reduced by the amount of compensation, not including expenses allowed, received by the employee for such jury service, and upon being excused from jury service during any day the employee shall immediately return to complete their assignment for the remainder of their regular workday. Night shift employees shall not be required to return to duty if called and/or serve and the employee spends four (4) hours or more at the direction of the court(s).

F. Military Duty

Military leave shall be allowed in accordance with federal and state laws relating to such leave.

G. Leave without Pay

(1) Leave without pay may be obtained for reasons such as health, family emergencies, business matters and other reasons.

(2) Requests for leaves of up to thirty (30) days duration will be received and approved or rejected by the Superintendent. Leave requests greater than thirty (30) days will require approval by the Board.

(3) Leave requests shall be made in writing and submitted as soon as possible, stating the reason for said request, duration of the leave and expected date of return. Employees granted unpaid leave will not accrue nor lose seniority during the approved leave of absence.

(4) Upon return from leave, the employee shall be returned to their position held prior to the leave if reasonably possible; if not, to a different position in their classification.

(5) An employee on leave shall be allowed to continue insurance benefits provided by the District with the employee paying their own premium in advance, on a monthly basis, for the duration of the leave subject to approval of the insurance carrier.

H. General Conditions

(1) It is expected that employees will be on duty during their working days unless a situation beyond their control prevents their presence.

(2) The District provides sick leave and emergency leave as an insurance program against loss of income during short term disabilities resulting from non-job related illness or accidents or conditions beyond the employees' control.

(3) Special leaves from duty may be granted by the District at no pay when such leave, in the opinion of the District, will not hinder the operation of the school or the educational program.

I. Exhaustion of all Benefits

(1) An employee who exhausts all benefits, including vacation, or other compensable time, paid or unpaid leave, and who is still medically unable to assume the duties of their position shall be placed on a re-employment eligibility list for a period of twenty-seven (27) months. The employer shall notify the employee of their placement thereon.

(2) When the employee is medically able, per doctor's authorization or release, to resume the duties of their position the employee shall so notify the employer and provide the medical release to the District office. After notification, the employer shall recall the employee to the first vacant position in the employee's classification.

(3) If the employee fails to respond to a written inquiry from the District within five (5) days of written receipt notice, the employer may strike the employee's name from the re-employment list. Upon return from leave, the employee would be entitled to the same or similar position as they had prior to the beginning of the leave.

(3) Re-employment rights under this section shall not take precedence over a re-employment list established as a result of layoffs.

(4) If an employee has been granted an unpaid leave of absence under this Section and subsequently files for and is granted unemployment insurance benefits, their leave shall be terminated as of the effective date of receipt of benefits and shall be considered a resignation from the District.

(5) No sick leave will be accrued or used during the absence.

J. Sick Leave Fund

Purpose: The purpose of the Sick Leave Fund is to provide a safety net for employees who face long-term serious illnesses and have exhausted sick leave and do not qualify for long-term disability or workers' compensation benefits.

(1) The District will contribute two thousand five hundred dollars (\$2500) per year to provide relief for employees who are suffering from long-term illnesses and have exhausted their sick leave.

(2) Any funds not used during the school year will be carried over to the next contract year. The Sick Leave Fund will not accumulate beyond a maximum of seven thousand five hundred dollars (\$7500).

(3) The Association will create a committee to review requests and make decisions as to who may receive compensation from the fund based on the criteria outlined in the remainder of this memorandum. The recommendation will then be presented to the District to verify that all criteria have been met.

(4) When a participant faces a long-term, serious illness, (absences exceeding more than twenty (20) consecutive workdays; has exhausted their sick leave and is not collecting workers' compensation or long-term disability, they may request funds. The funds can be requested for the period of time that an employee is ill or receiving treatment for the illness. No one shall be awarded more than three thousand dollars (\$3000) or the amount which exists within the fund (whichever is less) in any one (1) year or receive double compensation (no disability or worker's compensation benefits) for days on leave.

(5) Prior to requesting leave from the Sick Leave Fund, the employee must have exhausted all accumulated paid leave.

- (6) An employee requesting funds from the Sick Leave Fund must have completed twenty-four (24) months of employment in the District.
- (7) The committee shall require a physician's statement prior to the granting of the request to access the Sick Leave Fund. Lack of medical verification, failure to exhaust all available leave, or receipt of other salary reimbursement benefits shall be used to deny a request for compensation from the Sick Leave Fund.
- (8) By October 15 of each year, the District shall notify the Association in writing of the balance of the Sick Leave Fund.

Article 14 – Fringe Benefits

A. Vacation Time

Vacation allowance earned by full time employees in the bargaining unit will be granted as indicated in the following outline and compensated at the employee's rate of pay, for each full year worked.

(1) After completing the probationary period, the employee will accrue vacation allowance until June 30 of the first year of hire not to exceed twenty (20) days per year and may be banked up to twenty five days (25). The probationary period shall be ninety (90) days and no vacation will be accrued during that probationary period.

Upon retirement, employees may cash out up to fifteen (15) days at their hourly rate of pay into a Health Savings Account.

Vacation time shall not be granted if it interferes with the operation of school.

B. Paid Holidays

(1) Paid holidays for full time, twelve (12) -month employees:

- a. Independence Day
- b. Labor Day
- c. Veterans Day
- d. Thanksgiving Day
- e. The Day after Thanksgiving
- f. Christmas Eve
- g. Christmas
- h. New Year's Day
- i. Martin Luther King Jr. Day
- j. Presidents' Day
- k. Memorial Day
- l. Juneteenth

(2) Paid holidays for other employees in the bargaining unit:

- a. Labor Day
- b. Veterans Day
- c. Martin Luther King Jr. Day
- d. Presidents' Day
- e. Memorial Day

and shall be paid at their regular scheduled workday rate and hours.

C. Insurance

(1) The District will contribute toward insurance premiums on a unit basis for each qualified employee.

(2) Insurance carriers will be determined following OEGB guidelines.

(3) The District shall provide for each qualified employee who subscribes to the District-sponsored insurance program, a maximum of \$11.83 per hour for fiscal year 2024-2025 with a maximum of \$12.33 per hour for 2025-2026, and a maximum of \$12.83 per hour for 2026-2027, for actual hours worked or fraction thereof, excluding overtime and extra duty.

But at no time during the term of this Agreement shall the District's contribution ever exceed \$23,660 per employee per year for the 2024-2025 insurance year, and \$24,660 per employee per year for the 2025-2026 insurance year and \$25,660 for the 2026-2027 insurance year.

(4) Any employee who does not need or want to use the benefit amount provided by the District shall not receive any other benefit in lieu thereof.

(5) The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.

(6) For less than twelve (12) -month employees, the District agrees to use the number of hours worked during the contract year to establish the District's contribution during those months the employee is on summer break.

- (7) In the event a married couple is employed as classified employees, the District will combine their hours worked for purposes of insurance contribution toward one (1) policy up to the maximum of one (1) cap in (3) above.
- (8) Plan selections for medical, vision, dental and orthodontia insurance shall be selected by a Chapter Insurance Committee. Plan selection shall be forwarded to the District no later than ten (10) days prior to the deadline for the District to finalize selections with OEGB. The Association will include a Health Savings Account (HSA) plan (Plan 9) as one of their choices. For employees who select the HSA option, the District will contribute up to four hundred dollars (\$400) for employees working less than thirty (30) hours per week. For employees that work over thirty (30) hours, employees would receive full District credit towards HSA.
- (9) All classified employees will receive OEGB's Basic Life, Long-term Disability, and Accidental Death and Dismemberment insurance, paid by the District.
- (10) Employees may buy dental and/or vision insurance without subscribing to the District-sponsored medical insurance program. (to the extent allowable by OEGB)

Article 15 – Separability of Provisions

- A. In the event that any provision of this Agreement shall at any time be 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 16 – Funding

- A. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures.
- B. All such compensation is therefore contingent upon sources of revenue and, where applicable, voter levy and/or tax base approval. The District agrees to include in its budget requests amounts sufficient to fund the compensation provided by this Agreement, but makes no guarantee as to any level of employment in the bargaining unit.
- C. All salaries and benefits shall remain at the last agreed schedule during the period of re-negotiations.

Article 17 – Layoff and Recall

- A. Bargaining unit seniority shall be defined as the total length of service as a classified employee within the bargaining unit from the most recent date of hire. For accounting purposes, all authorized paid service will be counted towards seniority; authorized, unpaid leaves of absence 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.

“Class Seniority” is defined as all credited service an employee has in that particular classification plus higher classes if the employee has previously served in a higher classification.

A higher classification is a job that has a higher hourly rate of compensation than the employee is currently working in.

- B. When a layoff occurs within the bargaining unit, the Association and those employees affected will be notified.
- C. 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 their own expense, continue insurance coverage subject to the approval of the insurance carrier(s).
- D. A laid off employee who previously worked in a different classification for the District (within the definition of seniority in paragraph A), may “bump” an employee in the other classification as long as the condition below is met:

(1) Any employee who has been laid off from a position in the class in which they had previously attained permanency, and to exercise their bumping right on the basis of their prior service in that class plus all seniority attained in equal or higher classes. The process of displacement will continue through classes where the employee had attained permanency until they are placed or totally displaced.

- E. (1) In the event of layoff, employees in the following classification may bump less senior employees in lesser paying classifications:

a. Special Education Assistant may bump Educational Assistant;

- b. Trainer may bump Dispatcher or Bus Driver;
- c. Dispatcher may bump Bus Driver; or
- d. Baker may bump Food Service Assistant.

(2) All current bus aides will remain in the “Special Education Assistant” classification. Bus aides hired after ratification of this Agreement will be in the new classification of “Bus Aide.” Individuals within this classification will be limited to bumping solely within this classification.

F. Recall

Recall rights shall exist for twenty-seven (27) months from the day of layoff. Any laid off employee not recalled according to this procedure within twenty-seven (27) months will be deemed to have resigned in good standing.

- G. Whenever the District determines that a regular 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.

The laid off employee will have ten (10) workdays to respond to the recall notice. Failure to respond within the ten (10) workdays 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, unless adequate reasons for failure to respond exist.

- H. 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.

For the purpose of administering this Article, and solely for this purpose, “classifications” for layoff shall be the following:

Educational Assistant	Custodial/Maintenance
Library Assistant	Bus Driver
Dispatcher	Baker
Special Educational Assistant	Trainer
Secretary	Food Service Assistant
Bus Aide	

Article 18 – Productivity Improvement

A. Tuition Reimbursement Program

The District will provide the following tuition reimbursement program for each bargaining unit member:

- (1) The District will reimburse pre-approved tuition costs up to six (6) term hours each year. Reimbursement rates will be at the rate established by the Oregon System of Higher Education if the course is within the state system. If the course is not within the state system, the rate shall be equal to tuition charges of the Department of Continuing Education or actual costs, whichever is less.
- (2) An employee shall be under the contract for one (1) school year prior to receiving tuition reimbursement and must return for one (1) school year after receiving tuition reimbursement. Should an employee not return to the District the year following receipt of tuition reimbursement funds, the employee shall be obligated to repay to the District the amount received for tuition reimbursement in that previous year.
- (3) Reimbursement will be made upon submission of evidence of successful completion of the course a two point zero (2.0) grade or better; no Pass/Fail unless P/F is the only course option; transcript of grade slip required) to the District Office. Submission deadlines shall be as follows: For summer term by October 15; for fall term by January 15; for winter and spring term by August 5. Payment will be made no later than the next regular pay period following the submission deadline.
- (4) Courses eligible for reimbursement shall be:
 - a. Courses needed for certification or part of a District approved program; or
 - b. A course which would definitely aid an employee in their field or employment. If the course does not meet the criteria in (a) above, the Superintendent's approval is necessary for reimbursement payments.

Employees may request to participate in District provided in-service and have fees paid by the District. The in-service must provide instruction that directly relates to or would improve the employee's present position. The Superintendent shall have the sole decision-making authority as to whether

the in-service meets the criteria of direct relationship to the employee's position.

- (5) The District will budget three thousand dollars (\$3,000) using all available funding resources for professional development of classified employees. The purpose will be to improve or update the employee's skills in their current position. The principal or their supervisor must approve all courses and workshops prior to enrollment.
- (6) Education reimbursement may be taxable as per Federal and State tax law.

Article 19 – Grievance Procedure

A. Definitions

- (1) "Grievance" shall mean a complaint by an employee or group of employees that there has been to the employee (s) a violation of any provision of this Agreement.
- (2) "Grievant" is the person or persons having the grievance and presenting the complaint, also referred to as the "complainant."
- (3) The "party of interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
- (4) "Consultant" is the one who advises either party in interest.
- (5) "Representative" is one who may speak for and/or advise a party in interest.
- (6) "Immediate supervisor" is the one who has direct administrative or supervisory responsibilities over the Grievant in the area of grievance as assigned by the District.
- (7) "Days" means workdays that the District office is open when used in this Article except where otherwise indicated, mean the Grievant's working days.
- (8) "Persons officially involved" means the Superintendent, their representative and/or consultant, the grievant, their representative and/or consultant, and witnesses.

B. General Procedures

- (1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The time specified, however, may be extended by written mutual consent of the parties at any level.
- (2) All parties should attempt to complete the procedure as quickly as possible. The parties shall make a good faith effort to shorten the number of days provided at the various steps whenever possible in order to facilitate a decision.

- (3) All parties in interest have a right to consultants or representatives of their own choosing at each level of procedures for resolution of grievances.
- (4) There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of grievances.
- (5) Failure at any level of this procedure by the Grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the Grievant to respond to the next level.
- (6) All documents, communications, and records of a grievance will be filed in the District office separately from personnel files.
- (7) In the course of investigating any grievance, representatives of either party in interest who need to contact an employee will contact the supervisor of the employee being visited and will state the purpose of the visit immediately upon arrival.
- (8) Every effort will be made by all parties to avoid interruption of work schedules and/or any other school sponsored activities.
- (9) Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedures.
- (10) All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties.
- (11) If, in the judgment of the Association, a grievance affects a group of employees the Association may submit such grievance in writing to the Superintendent and the processing of such grievance shall be commenced at Level Two.
- (12) Financial responsibility. Each party shall pay any and all costs incurred by said party.
- (13) The grievance procedure will not be used while a grievant is under the jurisdiction of the courts or has resorted to the judicial process.

- (14) Subject to the Public Meetings Law, all meetings and hearings under these proceedings shall be closed, unless the grievant requests an open meeting.

C. Levels of Grievance

Level One – Informal

- (1) Each grievance shall have to be initiated within the ten (10) days after the occurrence of the cause for the complaint. However, if the grievant did not become aware of the occurrence until a later date, then they must initiate action within ten (10) days following their first knowledge of the cause. In failing to initiate action, they shall be considered to have no reasonable grievance.
- (2) The Grievant will first discuss their grievance with their immediate supervisor, either individually or accompanied by a representative, with the objective of resolving the matter informally.

Level Two – Formal

- (1) If the grievant is not satisfied with the disposition of the grievance at Level One, they may file a written grievance with their immediate supervisor within twenty (20) days following the decision at Level One. The grievance shall set forth the grounds upon which the claim is based and the specific remedies being sought. The immediate supervisor shall communicate their decision in writing within ten (10) days to the grievant.
- (2) Within ten (10) days of receipt of the decision by the immediate supervisor, the Grievant, if they are not satisfied with the decision of the immediate supervisor, may appeal in writing to the Superintendent.

Level Three – Superintendent

- (1) Appeals to the Superintendent shall be heard by the Superintendent or their representative within ten (10) days of their receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior to the grievant, their representative, or any other persons officially involved in the grievance.

- (2) Within ten (10) days of hearing the appeal, the Superintendent or their representatives shall communicate to the Grievant and all other parties officially present at the hearing their written decision, which shall include supporting reasons therefore.
- (3) If the Grievant is not satisfied with the Superintendent's decision, they may request a Level Four hearing within ten (10) days of the Level Three decision.

Level Four – District Board of Directors

- (1) Within five (5) days of the receipt of the appeal, the Board will notify all official parties of the hearing to be held within ten (10) days of receipt of the appeal. The Board shall hear arguments of the Superintendent or their representative and the Grievant(s). At the request of the grievant, the hearing before the Board shall be a public meeting, subject to the Public Meetings Law. The decision of the Board will be submitted to the Superintendent and the Association within ten (10) working days and will be final and binding upon the parties.

Article 20 – Classification and Insurance Committee

A. Classification Committee

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

- (1) To review all job descriptions within the bargaining unit that has been brought to the Committee's attention.
- (2) To recommend to the District salary placement on the salary schedule for a new position in the bargaining unit or for those positions within the bargaining unit that have been reviewed and acted upon by the Committee.
- (3) The Committee will determine a set of procedures to be followed and requirements to be met for the review process.

B. Structure of the Committee

The Committee shall be comprised of six (6) voting members, three (3) selected by the District and three (3) selected by the Association. Terms will be three (3) years and made in such a way that one District and one Association member shall expire each year. People knowledgeable about the job being reviewed may be called by the Committee to provide information as needed. The Superintendent and the OSEA Field Representative will serve as non-voting-advisors.

C. Consideration Process

(1) Existing Positions

- a. In order for an existing position to be reconsidered, an employee and their administrative supervisor must mutually agree to make the request.
- b. In the event an employee and the administrative supervisor cannot agree on a request for consideration, the employee may appeal to the Superintendent. The Superintendent's decision is final and binding on the parties.

(2) New Positions

- a. The District will be responsible for initiating a request for classification.
- b. The District retains the right of final decision as to whether a new position should or should not be established.

Article 21 – Term of Agreement

- A. This Agreement shall be effective upon ratification of the parties and shall be binding upon the District, the Association, classified employees, and shall remain in full force and effect through June 30, 2027.
- B. The District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.
- C. On January 15, 2027 this Agreement will automatically be reopened. Negotiations shall commence not later than March 15, 2027.

MODIFICATION: This Agreement shall not be modified, in whole or in part, by the parties except by an instrument, in writing, duly signed by both parties.

Bandon School District #54

Oregon School Employees Association

By:  _____

Chair, Board of Directors

By:  _____

Superintendent

Date 6/10/24

 _____

Bandon Chapter 112

 _____

OSEA Representative

Date 6-26-24

Appendix A	2024-25 Salary Schedule			
Increase 5% from 2023-2024				
Position	Step 1	Step 2	Step 3	Step 4
Ed Assistant	\$ 18.43	\$ 18.80	\$ 19.16	\$ 19.55
Library Assistant II	\$ 18.43	\$ 18.80	\$ 19.16	\$ 19.55
SPED Assistant	\$ 18.43	\$ 18.80	\$ 19.16	\$ 19.55
Bus Aid	\$ 18.43	\$ 18.80	\$ 19.16	\$ 19.55
Secretaries	\$ 20.09	\$ 20.87	\$ 21.70	\$ 22.58
Custodians	\$ 20.09	\$ 20.87	\$ 21.70	\$ 22.58
Bus Drivers	\$ 20.41	\$ 21.25	\$ 22.09	\$ 22.96
Activity Runs	\$ 20.41	\$ 21.25	\$ 22.09	\$ 22.96
Dispatch	\$ 21.30	\$ 22.14	\$ 22.97	\$ 23.85
Trainer	\$ 22.98	\$ 23.88	\$ 24.77	\$ 25.71
Baker	\$ 18.43	\$ 18.80	\$ 19.16	\$ 19.55
Food Service Assistant	\$ 18.43	\$ 18.80	\$ 19.16	\$ 19.55
Insurance Contribution per hour worked =		\$11.83		
Less than full time receive additional credit for month(s) not worked				
Maximum annual contribution = \$10.33 x 2000 hours -				\$23,660

Appendix B	2025-26 Salary Schedule			
Increase 4% from 2024-2025				
Position	Step 1	Step 2	Step 3	Step 4
Ed Assistant	\$ 19.17	\$ 19.55	\$ 19.93	\$ 20.33
Library Assistant II	\$ 19.17	\$ 19.55	\$ 19.93	\$ 20.33
SPED Assistant	\$ 19.17	\$ 19.55	\$ 19.93	\$ 20.33
Bus Aid	\$ 19.17	\$ 19.55	\$ 19.93	\$ 20.33
Secretaries	\$ 20.89	\$ 21.70	\$ 22.57	\$ 23.48
Custodians	\$ 20.89	\$ 21.70	\$ 22.57	\$ 23.48
Bus Drivers	\$ 21.23	\$ 22.10	\$ 22.97	\$ 23.88
Activity Runs	\$ 21.23	\$ 22.10	\$ 22.97	\$ 23.88
Dispatch	\$ 22.15	\$ 23.03	\$ 23.89	\$ 24.80
Trainer	\$ 23.90	\$ 24.84	\$ 25.76	\$ 26.74
Baker	\$ 19.17	\$ 19.55	\$ 19.93	\$ 20.33
Food Service Assistant	\$ 19.17	\$ 19.55	\$ 19.93	\$ 20.33
Insurance Contribution per hour worked =		\$12.33		
Less than full time receive additional credit for month(s) not worked				
Maximum annual contribution = \$10.33 x 2000 hours -				\$24,660

Appendix C	2026-27 Salary Schedule			
Increase 4% over 2025-2026				
Position	Step 1	Step 2	Step 3	Step 4
Ed Assistant	\$ 19.94	\$ 20.33	\$ 20.73	\$ 21.14
Library Assistant II	\$ 19.94	\$ 20.33	\$ 20.73	\$ 21.14
SPED Assistant	\$ 19.94	\$ 20.33	\$ 20.73	\$ 21.14
Bus Aid	\$ 19.94	\$ 20.33	\$ 20.73	\$ 21.14
Secretaries	\$ 21.73	\$ 22.57	\$ 23.47	\$ 24.42
Custodians	\$ 21.73	\$ 22.57	\$ 23.47	\$ 24.42
Bus Drivers	\$ 22.08	\$ 22.98	\$ 23.89	\$ 24.84
Activity Runs	\$ 22.08	\$ 22.98	\$ 23.89	\$ 24.84
Dispatch	\$ 23.04	\$ 23.95	\$ 24.85	\$ 25.79
Trainer	\$ 24.86	\$ 25.83	\$ 26.79	\$ 27.81
Baker	\$ 19.94	\$ 20.33	\$ 20.73	\$ 21.14
Food Service Assistant	\$ 19.94	\$ 20.33	\$ 20.73	\$ 21.14
Insurance Contribution per hour worked = \$12.83				
Less than full time receive additional credit for month(s) not worked				
Maximum annual contribution = \$12.83 x 2000 = \$25,660.00				

