

Collective Bargaining Agreement

by and between

UMATILLA SCHOOL DISTRICT 6R

and

**OREGON SCHOOL EMPLOYEES ASSOCIATION,
UMATILLA CHAPTER NO. 69
A Members Union**



July 1, 2026-June 30th, 2028

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Preamble

This contract is made and entered into by Oregon School Employees Association, on behalf of Umatilla OSEA Chapter No. 69, hereinafter referred to as the "Union" and the Board of Directors of Umatilla School District #6R hereinafter referred to as the "District." This Agreement supersedes all previous agreements between the Union and the District. Nothing in this agreement shall supersede current legislative requirements.

Article I – Recognition

- 1.1** The District recognizes the Union as sole and exclusive bargaining representative for all classified employees of Umatilla School District #6R, except temporary and substitute employees as hereinafter defined.
- 1.2** For the purposes of this Agreement probationary employees shall be classified employees beginning regular service with this District. Previous work as a substitute or temporary employee will not be applicable. Probationary employees must serve, in a satisfactory manner, a minimum six (6) months probationary period to be designated a permanent employee. Paid and/or unpaid leaves of absence and vacation time will not be considered part of the six (6) months probationary period. Probationary employees shall be entitled to the wages and fringe benefits provided under the terms of this agreement for their particular position and shall abide by Oregon legislative requirements for suspension, discipline or dismissal. Specifically excluded from this Agreement are all supervisory and confidential employees, temporary employees, substitute employees and student workers.
- 1.** Temporary employees are defined as those hired for a special assignment or project for not more than ninety (90) consecutive workdays.
 - 2.** Substitute employees are defined as those hired to temporarily replace bargaining unit employees who are on an approved paid or unpaid leave of absence.
- 1.3** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination to age, sex, marital status, race, color, creed, national origin, or political affiliation. An alleged violation of this provision may only be appealed as provided for in State and/or Federal law.

Article II – Management Rights

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, except as expressly modified by the terms of the Agreement. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right to:

1. The executive management and administrative control of the school system and its properties and facilities;
2. Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, suspension, dismissal, demotion, promotion or transfer;
3. The unqualified right of assignment and direction of work of all of its personnel, and to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
4. The unqualified right to establish the school calendar;
5. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
6. Adopt reasonable rules and regulations;
7. Determine the qualifications of employees, including physical conditions;
8. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
9. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;

- 10.** Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- 11.** Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
- 12.** Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

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

Article III – Union Rights

- 3.1** This Agreement shall be effective to the extent permitted by law and does not waive either of the parties' position with respect to collective bargaining laws. Job descriptions and economic benefits not covered by this Agreement will be by District policies, State and/or Federal Law.
- 3.2** The Union may use meeting rooms and other District facilities or equipment in accordance with District policies.
- 3.3** Representatives of the Union may have access to District facilities for the purpose of conducting Union business in accordance with District policy, and may make contact with employees on an individual basis during scheduled break times. The Union shall be allowed not less than fifteen (15) minutes at the end of the District back to school in-service day to meet with bargaining unit members.
- 3.4** The Union may post material relating to Association business on designated bulletin boards throughout the District facilities.
- 3.5** The Union shall have access to the District's email system for purposes of communicating matters related to meetings and general administration of the Union. Such use shall comply with the District's acceptable use policy and the Union shall indemnify and hold harmless the District against any claim brought as a result of the Union's use of the email system.

Article IV – Health and Safety

- 4.1** The District shall provide safe and healthful working conditions as provided by applicable laws. Alleged violations of the Article are exempt from the grievance process of the Agreement and must be pursued through the appropriate State or Federal Agency. The District and the Union shall establish a joint Health and Safety Committee as provided for by State Law and Administrative Rules.

Article V – Separability of Provisions

- 5.1** The invalidation of any article of this Agreement by a court or other tribunal of competent jurisdiction will not affect the validity of articles not declared invalid by the court and the parties shall within 30 calendar days enter into negotiations to replace the invalidated language in a manner consistent with applicable provisions of law. Such negotiations shall be conducted in accordance with ORS 243.712, except that either party may move the process to mediation after 60 days have elapsed from the beginning of bargaining.

Article VI – Grievance Procedure

The purpose of this article is to establish a procedure whereby problems can be resolved fairly with the least amount of friction or difficulty in our District. The District and the Union shall endeavor to resolve grievances at the lowest possible level.

6.1 **Definitions:**

1. **Grievance:** A grievance is a claim by a classified employee, or a group of classified employees, or the Union of a violation or inequitable application of this Agreement. Grievances may be initiated at Step Two of the process when it is determined that the immediate supervisor does not have the authority to adjust the grievance.

2. **Grievant:** A grievant is the person, persons or Union making the claim. Grievants shall be required participants at all meetings arising from the course of the performance of their duties, except that in no case shall the District be liable for any time or overtime incurred should a meeting extend beyond normal work hours.

3. **Steward:** A Steward is a bargaining unit employee who has been through a specific course of instruction provided by the Union to provide representation, advocacy and contract administration duties for bargaining members. Stewards shall be allowed time away from the job without loss of pay to serve as the Union representative for bargaining unit members, except that in no case shall the District be liable for any time or overtime incurred should a meeting extend beyond normal work hours.
4. **Days:** As used in the Article, the word “days” shall be defined as District business days.

6.2 Procedure:

Step One – Informal Meeting

The Grievant and his/her Union Representative shall within ten (10) working days of knowledge of an occurrence, which might be a grievance, contact and meet with their immediate supervisor and explain the issue and may present any documentation, which may support their position. The grievance shall contain the date of the alleged grievance, a statement of what specific Article was violated, and the remedy sought by the grievant. The Supervisor shall issue a written decision on the grievance to the Grievant and Steward within ten (10) working days. Denial of the grievance or failure to issue a timely response shall allow the grievant to process the grievance to the next step.

Step Two – Superintendent

If the grievant is not satisfied with the decision of the grievance at Step One, the grievant may then present a written grievance to the Superintendent within ten (10) working days of the Supervisor’s decision or the date the decision was due but not served. The Superintendent shall have twenty (20) working days within which to hold a meeting with the parties and respond in writing to the grievance.

Step Three – School Board

If the grievant is not satisfied with the decision of the superintendent, the grievance shall be presented to the Board by filing correspondence involved with the Clerk of the Board within ten (10) working days after the completion of Step Two.

The Board may hold a hearing with the parties on a grievance appeal from Step Two on or before its next regular meeting; however, if the appeal is received less than five (5) working days prior to such meeting, it shall act thereon, on or before the second regular meeting following such receipt. Its decision shall be in writing and shall be furnished to the parties within thirty (30) working days of the hearing.

By mutual agreement, the parties may decide to waive the hearing at the Board level and allow the grievance to proceed directly to arbitration.

Step Four – Arbitration

If the grievant is not satisfied with the decision of the Board, or the Board Hearing has been waived in writing, the Union may, within ten (10) working days of completion of Step Three procedures, submit to the superintendent, written notice of the intent to arbitrate the issue. Such written notice shall contain a copy of all materials submitted or received at previous steps.

The parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within five (5) working days of the appeal, request the Oregon Employment Relations Board to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator.

The arbitrator so elected shall confer with the representatives of the District and the Union and hold hearings promptly and shall issue his/her decision not later than twenty (20) working days from the date of the close of the hearings. Rules and regulations governing the arbitration shall be those found in the Voluntary Arbitration Rules of the American Arbitration Association.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions of the issues submitted.

The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties.

The District and the Union will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost, if any, of the hearing room. However, each party shall be responsible for compensating its own representatives and witnesses, or any special costs that occur for either party.

The arbitrator's authority shall be limited to determining whether the District has violated specific provisions of this contract. The arbitrator shall be without power to add, delete or modify any provisions of the Agreement, except as specifically modified in any other article in the Agreement.

- 6.3** The timelines set forth in this article may be modified with the mutual agreement of the District and the grievant. Failure of the Grievant to meet any of the timelines specified herein shall constitute a waiver of the right to pursue the grievance further. Failure of the District to meet any of the timelines specified herein shall allow the grievant to proceed to the next step of the Process.
- 6.4** All meetings, hearings and other procedures held pursuant to this article shall be conducted in private unless otherwise agreed to by the parties.
- 6.5** All meetings conducted pursuant to the article, with exception of any hearing held under Step Three or Four, shall be held during regular District work hours, however, should the meeting extend beyond regular work hours, such time shall not be compensable as overtime.
- 6.6** Grievants shall be entitled to a Union representative at all hearings and meetings held pursuant to this Article.
- 6.7** There will be no retaliation by the district against any person who, in good faith, files a grievance.

Article VII – Discipline and Discharge

- 7.1** Employees shall not be disciplined or discharged except for just cause. This Article shall not apply to probationary employees unless allowed by law.
- 7.2** Employees who are suspended without pay or discharged shall have the option of challenging that action through the contractual grievance procedure, through Step Four-Arbitration. Employees who receive a written reprimand shall have the option of challenging that action through the contractual grievance procedure through Step Three-School Board, but shall not be subject to binding arbitration, nor may be challenged through an unfair labor practice complaint as being without just cause.
- 7.3** Nothing contained herein shall preclude the District from placing an employee on paid administrative leave while it conducts an investigation. Upon completion of the investigation, the District shall notify the employee and the Union of its findings and intent regarding the imposition or non-imposition of any disciplinary action.

- 7.4** In addition to having the right to have a Union representative (steward or Field Representative) present at any investigatory meeting, employees shall also have the right to have a Union representative present at any meeting where discipline is imposed.

Article VIII – Personnel Records

- 8.1** The District personnel file of any employee in the bargaining unit shall be maintained in the District's personnel office. Such personnel records shall not contain any information of a critical or derogatory nature that does not bear the employee's signature or initials indicating that the employee has been shown the material, or a statement by the employer/supervisor that the employee has been shown and received a copy of the material, or a statement by the employer/supervisor that the employee has been shown the material and has refused to sign or initial such material. An employee shall have the right to attach a written statement of explanation to any material, which the employee believes to be incorrect or derogatory.
- 8.2** Letters of caution, consultation warning, admonishment and reprimand shall be considered permanent contents of the personnel records. After the documents have been in the file a minimum of 3 years and the employee has had three consecutive satisfactory performance evaluations the superintendent may, upon the request of the employee, remove materials from the employee's personnel file. An employee's personnel records shall be available within three (3) business days for inspection by the employee or his/her designee (must be specified in writing) upon the employee's request.

Article IX – Seniority, Layoff and Recall

- 9.1** Seniority:
Seniority shall be defined as the total length of continuous service as a classified employee within the District beginning with the most recent date of hire. For accounting purposes, all authorized leave shall be computed as time worked. Employees who are laid off and subsequently reinstated shall retain cumulative seniority for all periods worked, except for the period of lay off.
- 9.2** Lay Offs:
If the District determines that reductions in classified position are necessary, layoffs shall be conducted on the basis of seniority within each job classification, with the least senior employee being laid off first, provided that the remaining employees are fully qualified to perform the jobs to which they are assigned.

An employee who is laid off in a reduction in force may retreat to a position in a previously held classification if (a) the employee has greater classified seniority than persons in that classification; (b) the employee has had at least satisfactory evaluations while employed in that classification.

9.3 Recall:

Employees shall be recalled in reverse order of lay off.

An employee who is on lay off will remain on the recall list and will be eligible for recall for eighteen (18) months. No new employee shall be hired to any position until all laid off employees, who are fully qualified for the positions, have been given the opportunity to accept the position.

The District shall notify laid off employees of a position opening within their classification by registered mail, return receipt requested, at their address of record, as mentioned in the personnel files. Laid off employees shall have seven (7) calendar days from the date of receipt of such notification in which to indicate their acceptance or rejection of the position. An employee's refusal of an offer of a position shall be considered a waiver of recall rights.

If a position opens in a classification that has no one on lay off status, but there are employees on lay off status in other classifications, the District shall consider the laid off employees prior to posting the job to the public.

The District will fill all those positions not covered in this article in accordance with Article XI of the Agreement.

Article X – Vacancies

Definitions: Transfers may be voluntary or involuntary. A transfer is defined as the movement of an employee from one site to another site within the same classification. A promotion is defined as a change in employment status that results in a higher hourly rate of pay. A demotion is defined as a change in employment status that results in a lower hourly rate of pay.

10.1 Upon receiving a notice of the existence of a vacancy to be filled from the Responsible Administrator, the District will notify the President of the Chapter by e-mail. The position posting shall be posted a minimum of three business days prior to filling the position. Current Classified Personnel may apply for promotion, demotion or transfer to the new or vacated position.

The superintendent, at his/her discretion, may grant placement of a newly promoted, demoted or transferred employee at a step higher than step 1 provided the newly promoted, demoted or transferred employee has demonstrated his/her directly applicable experience gained prior to being hired by the school District or similar experience while serving the District.

10.2 If the District has advertised a similar position externally within the last sixty (60) days prior to the announcement of vacancy, the position may be filled from those applications received in response to the earlier advertisement, assuming a qualified applicant is found in those previous applications.

10.3 In the event a vacancy occurs during the period between the last day of the school year and the first day of the following school year the District shall post the vacancy on the District website.

Article XI – Position Hour Change

11.1 If the scheduled hours for an existing position are reduced, the employee shall be entitled to all benefit levels of the original position until any existing prepaid amount is exhausted.

11.2 If the scheduled hours of an employee’s position are reduced to less than half time, the employee may consider that as a RIF under Article X and they may bump under the terms of Article X.

Article XII – Work Schedule

Employees' scheduled work year will be as follows:

- 12.1** Custodial/Grounds and Maintenance will work 12 months.
- 12.2** Assistants will work all days school is in session plus 4 days.
- 12.3** Office Managers will work all days school is in session plus 22 days.
Principals and Office Managers may mutually agree to add additional days as necessary.
- 12.4** Specialty Secretaries will work all days school is in session plus 11 days.
- 12.5** Media Assistants will work all days school is in session plus 8 days.
- 12.6** Student Data Systems Specialists will work all days school is in session plus 21 days.
- 12.7** Child Nutrition Assistants will work all days school is in session plus 5 days.
- 12.8** Attendance Secretary will work all days school is in session plus 11 days.
- 12.9** Volunteer Coordinator will work all days school is in session plus 6 days.

- 12.10** Help Desk and PowerSchool Lead will work 211 days.
- 12.11** The above stated levels shall not prevent the District from reducing days below these levels as part of a District-wide work-year reduction.
- 12.12** The work week shall normally consist of five (5) consecutive eight hour days beginning on Monday at 12:01 AM and ending on 11:59 PM on Sunday.
- 12.13** Except as provided herein overtime shall be any hours worked over forty (40) in one week, starting at 12:01 a.m. on Monday of each week. Such overtime hours will be at the rate of 1 and 1/2 times the normal hourly pay rate as indicated on the individual's wage scale. Hours over the normally scheduled day, but less than forty (40) hours per week, will be paid at the normal hourly pay rate as indicated on the individual's wage scale. Once the workweek is established for an employee, it must remain the same and may not be switched to avoid the payment of overtime. Except that if an employee would rather modify his/her work schedule, then the workweek can be modified if approved by the supervisor.

Overtime shall be worked only at the prior direction of the District. All overtime must be recorded on a District generated form, signed by both the employee and his/her supervisor.

The District may, at its discretion, and approval from the employee, grant compensatory time in lieu of paying overtime for any time worked in excess of forty (40) hours in one week. Such compensatory time shall be granted at the rate of one and one-half hours for any hours over 40 in one week. Exchange time can be granted at a rate of one hour for one hour up to 40 hours of work during a week.

Compensatory and exchange time must be recorded in the same manner as overtime, described above. Compensatory and exchange time may only be taken after advance notification to, and approval from, the employee's supervisor or when directed by the employees supervisor.

Such compensatory and exchange time must be used prior to June 30 of each year. Any unused compensatory or exchange time remaining after June 30 will be paid to the employee at their hourly rate.

- 12.14** Classified employees who work at extracurricular functions (including but not limited to:

ticket takers, gatekeepers, scorekeepers, running game clocks, student supervision, security, dance chaperones, etc.) shall not qualify for overtime pay when working such assignment because these assignments are considered occasional and sporadic, and are in a different capacity, as defined by the Fair Labor Standards Act. Classified employees shall be paid according to the current Umatilla Education Association contract for such extracurricular assignments.

12.15 Working hours are to be determined by the District.

12.16 In the event of school closure due to inclement weather, those days shall be considered work days unless the District designates them as days classified staff are not to report. If they are workdays, employees shall have the option of reporting or having the days charged to personal leave. If an employee who has no personal leave available does not report to work, the days in question will be without pay. If employees are not to report, the days shall be with pay. The District shall have the right to make up all such paid days without additional compensation. Grounds/Maintenance employees must report and will be paid \$1 per hour above their regular rate for the hours worked on that date. Grounds/Maintenance employees have the option of flex time in lieu of the additional \$1/hour for the hours worked. Flex time decisions must be emailed to Business Manager and Maintenance Director no later than the end of affected work day. If no email is received, the flex time will not be allowed and the \$1/hour will apply. Flex time will be used within 30 days of the school closure day.

Article XIII – Funding

13.1 Wages shall be as indicated on the attached wage scale and shall be for the term of the agreement unless amended through negotiations during a re-opener. Benefits shall be as indicated in Article XVI and other relevant provisions of the collective bargaining agreement. In the event that the District resources are less than 103% of previous year's resources, this Agreement will be reopened on economic issues only. Economic issues shall be defined for purposes of re-opened negotiations as salary and insurance only.

Article XIV – Travel & Per Diem

14.1 For all District pre-authorized business, mileage will be paid on the basis of the IRS approved rate. Food and lodging will be reimbursed for all District pre-authorized business activities.

Article XV – Employee Benefits

15.1 Insurances

1. Full family medical, vision, dental coverage and term life insurance in the amount of \$15,000.00. The insurance caps will be as follows:
 1. For the years 2026-2028 beginning October 1, 2026, the District shall maintain its contribution of \$1800.00 toward the purchase of medical, vision, dental and term life insurance premiums. Beginning October 1, 2027 the District shall maintain its contribution of \$1850.00 toward the purchase of medical, vision, dental and term life insurance premiums. During those years members will pay long-term disability premiums, regardless of whether the cap is exceeded. Long term disability shall be negotiated by the district at group rates. For employees selecting "flat rate", for the years 2026-2028, beginning October 1, 2026, the District shall contribute \$925 towards the purchase of medical, vision, dental and term life insurance premiums. During those years members will pay long-term disability premiums, regardless of whether the cap is exceeded. Long term disability shall be negotiated by the district at group rates.
 2. Should OEGB dissolve, the insurance carrier outlined above shall be determined by the District. The District shall not reduce benefits during the term of this agreement without consent of the OSEA Chapter #69.
 3. The District and the Association shall create a committee of equal members to evaluate the OEGB insurance plans and make a recommendation to the School Board for insurance plans that include not more than four plans.
 4. District shall offer a flexible spending account as per Section 125 for child care and unreimbursed medical as allowable by law.
 5. An employee may "opt out" of District coverage by indicating in writing to the District the employee's election not to obtain insurance coverage through the District. The deadline for making this election shall be September 1st. A member's decision to opt out of District insurance coverage shall constitute a waiver of the right to any such benefit for the duration of the insurance year, and shall be irrevocable until the following year. All members who opt out of District insurances will receive \$550 per month, from the District, to be deposited in a Section 125 account, HRA account or 403b account as allowable by law.
 6. If an employee selects a high deductible policy (\$1,600/person, \$4,800/family, minimum deductible) and the monthly cost for such plan is less than the cap, the employee will receive fifty-percent (50%) of the difference between the plan cost and the cap, from the District, to be deposited in an HSA account.
 7. Insurance benefits will only be paid for employees working twenty (20) hours or more per week.

8. Life Flight Insurance- The district will annually reimburse employees for ground and air life flight (or comparable) insurance at 100% for family coverage for ambulance and flight coverage (not to exceed \$200/year). Employees will need to submit their proof of payment with the appropriate district reimbursement form by October 1st.

15.2 Sick Leave

1. In accordance with state laws, during the first year of employment with the District, classified employees will accumulate one (1) day of sick leave per month up to a minimum of ten (10) days for 9 and 10 month employees and a minimum of twelve (12) days for 12 month employees. After the first year, classified employees will have their prorated days for the year accumulated on the first day of employment in the new fiscal year. Employees who leave employment with the District having used more sick leave time than was earned at the time of separation shall have the value of the unearned sick leave withheld from their final paycheck.
2. Unlimited accumulation of sick leave will be granted all employees. Transfer of sick leave will be according to state law.
3. Any employee absent because of illness for three (3) or more consecutive school days or who shows a documented pattern of sick leave may be required by their supervisor to file with the District office a certificate from their physician attesting to such illness. Such physician's certificate may be required at the end of each payroll during an extended absence.
4. Sick Leave may be taken for personal and/or immediate family illness or injury. Immediate family shall have the definition of "family" provided by the FMLA/OFLA.
5. In the event of an intentional injury caused by a student with an IEP/504, the leave used during the waiting period for Worker's Compensation shall be reinstated as the same applied leave if the claim is approved and accepted as a Worker's Compensation injury. This leave will be applied only if the employee reported the injury within 24 hours and completed all applicable injury and Worker's Compensation forms.

15.3 Personal/Family Sick Leave

Each classified employee of the District shall be eligible to receive up to four (4) days leave per year with pay subject to the following conditions:

1. The definition of Personal Leave is leave for personal business which cannot be conducted outside of work hours.
2. Except in emergency situations, the employee must submit a written request for such leave to the Supervisor at least forty-eight (48) hours in advance of the requested absence.
3. Leave may not be used immediately before or after a holiday, to extend a holiday or vacation unless approved by the superintendent. The request for such exception must be made in writing and submitted to the superintendent at least seventy-two (72) hours prior to the date of the requested leave.
4. Two days of personal leave per year may be rolled over to the following year. No more than five (5) total personal days may be accumulated in any given year.
5. Upon retiring and choosing to work back with the school district, up to 100 hours of accumulated sick leave will be paid into a HRA/VEBA or comparable account. Remaining leave will be eligible as per board policy for retire/rehire employees.

15.4 Bereavement Leave

Up to three days leave with pay will be authorized by the immediate supervisor for bereavement leave. Bereavement leave will be granted in the event of the death of any member of the immediate family of the employee or spouse including mother, father, spouse, son, daughter, brother, sister, grandparents, and any other relative who at the time of death lived in the employee's household. In addition, any employee who suffers a pregnancy loss shall be eligible for bereavement leave.

Additional days may be granted in the event of extenuating circumstances at the sole discretion of the District by submitting a request to the Superintendent.

15.5 Legal Leave

An employee shall be granted leave with pay for service upon a jury provided, however, that the compensation paid to such an employee for the period of leave shall be reduced by the amount of compensation received by the employee for such jury service. Upon being excused from jury service during any day, an employee shall immediately return to complete his/her assignment for the remainder of his/her regular workday.

Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority provided, however, that the compensation paid to any such employee shall be reduced by an amount equal to any compensation the employee receives as witness fees. Such leave shall not apply if the employee is a litigant or appears on behalf of a litigant against the District.

15.6 Vacation

1. Vacation shall be granted to twelve (12) month employees only. Vacation for twelve (12) month employees shall be as follows:

<i>Years with District</i>	<i>Days of Vacation</i>
<i>1-2</i>	<i>5</i>
<i>3-5</i>	<i>10</i>
<i>6-10</i>	<i>15</i>
<i>11+</i>	<i>20</i>

2. Vacation benefits shall begin accruing from the date of initial employment. Upon completion of one full year service (called anniversary date), the employee shall be entitled to 5 days of paid vacation (8 hour employees). All vacation will be taken at the convenience of the District but taking into account employee preference.
3. Length of vacation day will be equivalent to length of working day and prorated for any less than full year service for employees.
4. Vacation cannot be accumulated. Vacation must be used by the employee's anniversary date. The District may reimburse the employee at the employee's established rate of pay providing the employee notifies the District of intent not to use vacation time sixty (60) days prior to the anniversary date. This is the responsibility of the employee.

15.7 Paid Holidays

Paid holidays for classified employees shall be: *

<i>8 hour day (12 month employees)</i>	<i>6, 7, 8 hour day (10 month employees)</i>	<i>less than 6 hours (10 month employees)</i>
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New Year's Day	Martin Luther King Day	Martin Luther King Day
Martin Luther King Day	President's Day	Labor Day
President's Day	Memorial Day	Veteran's Day
Independence Day	Labor Day	Thanksgiving Day
Labor Day	Veteran's Day	Day after Thanksgiving
Veteran's Day	Thanksgiving Day	
Thanksgiving Day	Day after Thanksgiving	
Day after Thanksgiving		
Christmas Day		
Memorial Day		
Juneteenth Day		

*Holidays will be paid for classified employees provided they have worked the scheduled working day prior to and the scheduled working day after the holiday, unless the employee is absent with paid leave.

A holiday, which falls on a weekend, shall be adjusted as required by ORS 187.010(2).

Employees shall be compensated for holidays as though they had worked a regular schedule for the day.

15.8 PERS "Pick-Up"

1. Umatilla School District #6R shall not withhold from employees' monthly salaries the contributions required by ORS 238.200; and shall "pick-up," assume and pay a six (6) percent average employee contribution to the Public Employees Retirement System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement.
2. The full amount of required employee contributions "picked-up" or paid by the Umatilla School District on behalf of employees pursuant to this Agreement shall be considered as salary within the meaning of ORS 238.005(11) for the purposes of computing an employee member's "full average salary" within the meaning of ORS 238.005(15) but shall not be considered as "salary" for the purposes of

determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200(2) and shall be considered to be employee contributions for the purposes of ORS 238.410.

3. The District shall match up to 3% of the employee's annual salary into a 403b account (funded in monthly contributions). Under no situation will the district contribute more than a combined total of 3% into the employee's 403b account, no matter the total amount contributed by the employee. The employee must choose the TSA provider and plan from the District's approved provider list and return appropriate paperwork to the district office prior to September 1st to receive this benefit. This match is not available for employees selecting "flat rate."
4. Employees selecting "flat rate" shall not be eligible for PERS "Pick-Up" and are responsible for the six (6) percent average employee contribution to the Public Employees Retirement System.

15.9 Staff Development

The District will establish a professional growth fund which shall be used to pay for workshop, conference, inservice registration fees, mileage, food, and/or lodging costs related to activities which provide training for classified employees. College tuition will also be eligible for payment from this fund at a maximum rate of \$550 to be paid during the period of July 1 to June 30 each year after District receipt of proof of payment and official transcripts. If on a Superintendent approved "Grow Your Own" teacher pathway program, tuition reimbursement will be paid at a maximum of \$1,100/year. A District maximum of \$8,500 per school year shall be used for such reimbursement. Reimbursements shall be provided on a first come, first served basis. Mileage, lodging and/or books for college courses are not eligible for reimbursement from this fund. To be eligible for payment from this established fund, the activity must have prior written approval from the Superintendent.

Article XVI – Wages

- 16.1 Wages and other fringe benefits for the above listed classified employees are as described on Addendum A, attached hereto. The superintendent, at his/her discretion, may grant placement of a newly hired employee at a step higher than step 1 at the end of three (3) pay periods provided the newly hired employee has demonstrated his/her directly applicable experience gained prior to being hired by the school District. Employees newly hired to the District cannot be placed higher than Step 3. The higher

step rate of pay is not retroactive to the date of hire but commences with the first day of the fourth pay period after the hire date. (See 10.1 for current employee promotions)

See addendum A for wage information.

- 16.2** Classified staff selecting “Traditional Pay” will receive wages based on twelve (12) equal payments. Classified staff selecting “Flat Rate Pay” will be paid hours worked during the pay period only. Two pay periods per month will be paid. Those employees not scheduled for a full year will receive their final pay following completion of their duties on the next scheduled pay period. Employees must select “Traditional Pay” or “Flat Rate Pay” annually. The selection must be made by July 1st for 12 month employees and by September 1st for less than 12 month employees. Newly hired employees shall make the determination upon hire. Mid-year changes are not allowed.
- 16.3** Wages shall be as indicated on the attached wage scale, by classification and shall be for the term of this Agreement unless amended by mutual agreement of both parties.
- 16.4** Advancement on the wage scale shall be determined by a satisfactory performance evaluation. An initial evaluation will be completed no later than March 15th of the year in which the employee is to be evaluated. Upon receiving a satisfactory performance evaluation, the employee will advance one step on the salary schedule on July 1st of each year.
- 16.5** Employees who complete 1 year of service will receive an advancement of one step on the salary schedule in accordance with years of experience for the next contract year, unless said employee is on the highest step of that column.
- 16.6** Employees working 50% or more of their regular scheduled hours past 3:00 p.m. and prior to 11:30 p.m. will be allowed differential pay at the rate of fifteen (15) cents per hour in addition to scheduled pay. Employees working 50% or more of their regular scheduled hours past 11:00 p.m. and prior to 8:00 a.m. will be allowed differential pay at the rate of twenty (20) cents per hour in addition to scheduled pay. The differential is applicable to total hours worked per qualifying shift.
- 16.7** Classified employees who are directed to fill substitute positions will be paid at the higher classification rate or their own rate, whichever is higher.
- 16.8** All employees whose regularly scheduled work hours increase or decrease, so shall their sick leave, personal leave, bereavement leave and holiday pay. All hourly employees will have leaves and holidays accrued according to their respective work schedules.

16.9 Forty hour/week employees who are called back to work after a regular eight (8) hour shift, but before their next assigned eight (8) hour shift will be granted a minimum of two hours of overtime. Supervisors retain the right to flex or exchange time (minimum two hours) in lieu of overtime.

Article XVIII – Terms of Agreement

18.1 It is understood by both parties that all conditions in this Agreement and its appendices are binding for the work years starting **July 1, 2026, through June 30th, 2028**. Either party must notify the other in writing on or before **October 1, 2027** of intent to open negotiations.

Board of Directors _____ Date _____

Negotiations Committee Chairperson _____ Date _____

Superintendent _____ Date _____

Chapter President _____ Date _____

OSEA Representative _____ Date _____