

**Memorandum of Agreement
Just Cause**

Recitals

This memorandum of agreement (MOA) is between Gervais School District and Oregon School Employees Association/AFT Local 6732 (Union), on behalf of OSEA Chapter 135. The District and the Union are parties to a collective bargaining agreement with effective dates of July 1, 2023 – June 30, 2025 (“CBA” or “Collective Bargaining Agreement”).

The purpose of this Memorandum of Agreement (MOA) is to adjust the language in the parties’ Collective Bargaining Agreement to comply with and address the impacts of Senate Bill 283 (2023), Section 18 (2).

Agreement

1. The parties acknowledge that the 2022-25 CBA between the parties provides in Article 1– Recognition, Sections B and C, and in Article 13 - Discipline and Dismissal, Section A, as follows:

Article 1

B. All new employees shall serve a probationary period of one hundred twenty (120) workdays. For the period of probation, Article 5 - Layoff and Recall, Article 13 - Discipline and Dismissal, and Article 15 - Grievance Procedure, do not apply to probationary employees.

C. Employees applying for a different position must have passed the initial probationary period. Employees hired into a different position shall serve a trial period of thirty (30) calendar days in the new position. At any time during the trial period the district may, at its discretion, terminate the employee's service in the new position. If termination does occur, an attempt to return the employee to a substantially equivalent position will be made.

Article 13

A. The District agrees to maintain a formal written demotion, discipline, and dismissal procedure for employees covered by this Agreement, which shall provide for due process for employees who are disciplined or dismissed. This procedure shall include, but not be limited to, procedures dealing with employee supervisor conferences concerning performance and required improvements, correction

periods, and follow-up conferences. However, No employee shall be discharged or disciplined without just cause. The District policy and rule regarding discipline for classified employees shall remain in effect and unchanged during the term of this Agreement.

2. The parties agree to change Article I, Section B, as follows:

All new employees shall serve a probationary period of one hundred twenty (120) workdays. For the period of probation, Article 5 - Layoff and Recall, Article 13 - Discipline and Dismissal, and Article 15 - Grievance Procedure, do not apply to probationary employees. Notwithstanding the foregoing, Oregon law requires that probationary employees shall be disciplined or discharged only for just cause, then: (a) district employees serving a probationary or a trial period shall be subject to discipline and dismissal only for just cause, and (b) any appeal shall be limited to Step 1-b of the grievance procedure contained in Article 15 of the CBA, such that the decision of the Superintendent is final and shall not be subject to an appeal to the school board, arbitration or an unfair labor practice.

3. The parties agree to modify Article 1, Section C, as follows:

C. Employees applying for a different position must have passed the initial probationary period. Employees hired into a different position shall serve a trial period of thirty (30) calendar days in the new position. At any time during the trial period the district may, at its discretion, return the employee to their prior or a substantially equivalent position; such transfer is non-disciplinary in nature and shall not constitute discipline, demotion or discharge.

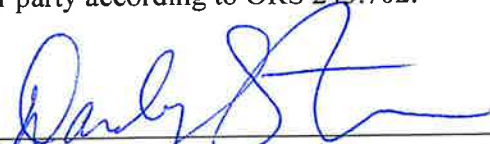
4. The parties agree to modify Article 13, Section A, as follows:

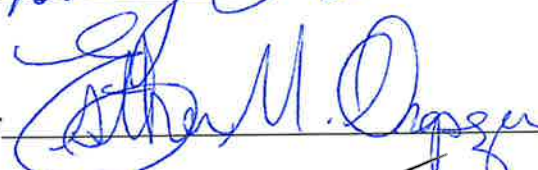
A A classified school employee shall have the right to be dismissed, demoted or disciplined only for just cause.


5. The parties agree that just cause exists when the following are present.

5.1 The employee has failed to perform satisfactory work or violated a district policy, regulation, work rule, standard of performance, or other legitimate expectation. Before imposing discipline, the district will meet with the employee, notify the employee of the facts that could lead to discipline, and allow the employee to provide their side of the story.

- 5.2 The district will identify the rule or rules, district policy, regulation, standard of performance or other legitimate expectations that have been violated. The rules identified by District must be applied equally and fairly to all employees.
 - 5.3 The district met with the employee, inform the employee of its concerns and provided the opportunity for the employee to respond. The district shall provide a fair and objective investigation into the allegations against the employee.
 - 5.4 Based on the district's investigation including its meeting with the employee, the district believes that more likely than not the employee failed to perform satisfactory work or violated a district policy, regulation, work rule, standard of performance, or other legitimate expectation of the district.
 - 5.5 The District shall consider the seriousness of the proven offense and the employee's service record with the District in determining the extent of discipline. Discipline shall be progressive unless the employee committed an offense that warrants termination.
 - 5.6 The District will explain the facts and information upon which the discipline is based. An employee may attach a rebuttal to any disciplinary document and that rebuttal will be placed in the personnel file with the disciplinary document.
6. Any provisions of the parties' collective bargaining agreement not expressly modified by this MOA shall remain in full force and effect.
7. If there is a change in the relevant law, Sentence 3 of Article 1, Section B may be opened by either party according to ORS 243.702.

For the District  date April 16, 2024

For the Chapter  date 4/16/24

For OSEA  date: 18 April 2024

