



Roseburg Public Schools

Collective Bargaining Agreement

Douglas County School District No. 4

and

**Oregon School Employees Association
Chapter 21**

July 1, 2021 through June 30, 2024

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Preamble

This Agreement is made and entered into between Douglas County School District No. 4 (hereinafter “District” or the “Board”) and Oregon School Employees Association, Chapter 21 (hereinafter “Association”).

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for classified personnel included in the bargaining unit.

Article 1 - Duration and Termination of the Agreement

- 1.1. The term of this Agreement shall be effective July 1, 2021, and shall expire June 30, 2024.
- 1.2. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board 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 for matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject exclusively to the Board's direction and control.
- 1.3. The Board agrees that the Union has a right to demand bargaining under ORS 243.698 over the effects of any decision that changes or alters the terms and conditions of employment. In the event an agreement is not reached following the bargaining process, the parties may mutually agree to binding expedited arbitration or, in the alternative, take whatever legal actions under PECBA deemed appropriate by each party.
- 1.4. Modification of Agreement - This Agreement shall be subject to change, amendment or supplement at any time by mutual consent of the Parties. Any such change, amendment or supplemental Agreement shall be reduced to writing, signed by the Board Chair, Association President, OSEA Field Representative, and additional District representative. When ratified by the Association and the Board, the change, amendment or supplemental Agreement will be implemented. (Supplement refers to Memorandum of Understanding or Agreement)
- 1.5. Ratification and Implementation – When the Association and the District reach tentative agreement on all matters being negotiated, the completed Agreement shall be submitted to the Association membership and the Board for ratification. When the Association and the Board have ratified the Agreement, it shall be implemented in accordance with the terms.
- 1.6. Prior to the expiration of this Agreement, the District and Union shall meet to begin to talk about negotiating a successor agreement pursuant to ORS 243.650 to 243.806. The parties understand that if no Agreement has been reached after the one hundred fifty (150) day bargaining period, the procedure set forth in ORS 243.712 will be followed and mediation may continue past the one hundred fifty (150) day bargaining period. Upon completion of the procedure the parties may agree to submit any or all issues in dispute to binding expedited arbitration, or the District may implement all of its last offer and the Union shall have the right to strike.

1.7. This agreement is signed this 8 day of Sept. 2021.

1.8. In Witness Whereof:



President, OSEA Chapter 21

9/9/21


Date



Chair, Board of Directors, Douglas County School District No. 4

9/8/21

Date



OSEA State Representative

9/9/2021

Date



For the District

9/8/2021

Date

Article 2 – Recognition

2.1 The District recognizes Chapter 21 of the Oregon School Employees Association, an affiliate of Oregon School Employees Association (OSEA), as the exclusive bargaining representative for all regular full-time and regular part-time probationary and non-probationary classified employees employed by the District in the job classifications with rates of pay set forth in Appendix A. Further, it is recognized that all administrative, academically licensed employees, supervisors, confidential employees, substitutes, and/or temporary employees are specifically excluded from the bargaining unit.

2.2 **Definitions of Excluded Employees:**

- A. Administrative employee means an employee of the District who possesses authority to formulate and carry out administrative decisions or who represents administration's interest by taking or effectively recommending discretionary actions that control or implement employer policy, and who has discretion in the performance of these main responsibilities beyond the routine discharge of duties.
- B. Substitutes are employees who have no regular schedule of hours or reasonable expectation of any number of hours or days to be worked during any given year. Substitutes may be used to replace a bargaining unit employee on a short-term basis when that bargaining unit employee is unable to work.
- C. Academically licensed employees are employees such as teachers or other professional employees who must maintain licensure through the TSPC or other professional organization as a condition of continued employment.
- D. Supervisor means any individual employee having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- E. Confidential employees, as defined in statute, are those employees whose job duties require they work directly with administrators and/or school board members in areas related to the collective bargaining process and would be in attendance at such times when meetings occur to assist the management of the District in preparation for collective bargaining.
- F. **Temporary Employees:**
 - 1) Temporary employees are defined as those hired for a limited duration for a special assignment or project with no expectation of continuing employment beyond the completion of said assignment.
 - 2) A temporary employee will not be used to circumvent the hiring of a regular employee.
 - 3) Temporary positions shall last no longer than one hundred eighty (180) calendar days unless extended to the end of the current school year by mutual agreement of the parties. If the District determines that a temporary position needs to be extended beyond one hundred eighty (180) days or the end of the current school year, if extended, the employee shall be considered a regular employee and the employee's hire date will be retroactive to the original date of hire as a temporary employee. If they are hired into a non-temporary position, the District will waive their probationary period and credit their experience on the salary schedule.

- 4) In the event of layoff, temporary employees funded by the stream of revenues being reduced shall be laid off first.

2.3 **Regular Employees Filling Temporary Positions:**

Qualified regular employees will be considered for temporary positions if the existing work schedule permits per Article 11 and does not create an overtime liability for the District. The additional assignment shall not make the person eligible for any additional pro-rata insurance contributions.

Article 3 - Management Rights

3.1 District Rights Clause:

Except as expressly limited by this Agreement, the Board is the ultimate determiner of policy and retains jurisdiction and authority over all facets of District operations and programs as well as all rights and authority vested in it by law.

Without limiting the generality of the foregoing, it is agreed that the Board reserves the following rights, subject only to the express terms of this Agreement:

- A. To the executive management and administrative control of the school system, its properties and facilities, and the employment activities of its employees;
- B. To hire all employees and, subject to the provisions of the law and the terms and conditions of this Agreement, to determine their qualifications and the conditions for their continued employment, dismissal or demotion, and to promote and transfer all such employees;
- C. To determine work schedules, the number of workdays, the hours of work, the duties, responsibilities, assignments, and location of employees with respect thereto, subject to the provisions of the law and to the terms and conditions of this Agreement;
- D. To determine the location of schools and other facilities of the school system, including the right to establish new facilities and to relocate or close facilities;
- E. To determine the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations;
- F. To enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
- G. To the creation, combination, modification or elimination of any position deemed advisable by the Board;
- H. To determine standards of performance and specific and general responsibilities, and performance objectives as reflected in the District job descriptions which will be revised and updated, as needed, by a committee of three (3) Union representatives, and three (3) District representatives. These standards will be used by the District to evaluate each individual employee's compliance, achievement, and fulfillment of such. Each side shall appoint its three (3) representatives.

The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retaining all functions and rights to act.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by this Agreement and then only to the extent such specifics and expressed terms hereof are in conformance with the constitution and laws of the State of Oregon and of the United States.

Article 4 - Association Rights

4.1 Association Rights Clause

The Board agrees that the Union has a right to demand bargaining, under ORS 243.698, within fourteen (14) days of the District's communication of a change that effects of any decision that changes or alters the terms and conditions of employment. In the event an agreement is not reached following the bargaining process, the parties may mutually agree to binding, expedited arbitration or, in the alternative, take whatever legal actions under PECBA deemed appropriate by each party.

4.2 Confidential Vacancies

In the event that a Roseburg School District confidential employee vacates their current position, the District and the Union will meet in the monthly LMC meetings to discuss the classification of that confidential position and consider its placement based on a review of the Oregon Public Employees Collective Bargaining Act (PECBA).

4.3 Paid Union Time

A. Designated Union Representatives

Elected or appointed representatives shall be granted time off without loss of pay from their regular school duties to attend local meetings dealing with grievance proceedings and labor negotiations. Whenever possible, such meetings will be scheduled so as not to interfere with normal work duties. The District shall not be obligated to pay overtime compensation due to the provision of this section (For disputes, please see Article 4.7.C).

- 1) Each September the Union shall, upon request, provide a list of all designated union representatives to the district. If there are changes to this list during the school year, the union will notify the district.

B. Paid Work Time to Perform Union Activities

The District shall allow designated union representatives to engage in the following activities during work hours and at the District's facilities, without loss of compensation or benefits, subject to reasonable accommodation requirement and undue burden language in Article 4.7.C:

- 1) Investigate and process grievances and other workplace-related complaints;
- 2) Attend investigatory meetings, and due process hearings involving bargaining unit employees;
- 3) Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board (ERB);
- 4) Engage in collective bargaining on behalf of employees in the bargaining unit;
- 5) Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;
- 6) Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.

4.4 **Bulletin Boards & Right to Use District Facilities and Equipment**

- A. **Bulletin Boards:** The District shall allow space for the Association's bulletin boards in each District work site for posting information. If there is a problem with information being removed by unauthorized persons, than the Union shall have the right to place a locking bulletin board in those locations.
- B. The union shall have the right to use the District's facilities to conduct union meetings subject to the same scheduling procedures as other groups.
- C. The District's electronic mail system can be used by the union for union-related communications including, but not limited to, communications related to:
 - 1) Collective bargaining
 - 2) Grievance or other dispute investigations
 - 3) Governance of the union.

4.5 **Meeting Information**

- A. **Board Meeting Minutes:** The District shall provide the Union President with the agenda of future meetings of the District Board of directions as soon as practicable following delivery to the school board. The District shall provide the Union with a copy of the official minutes of the Board meetings within fifteen (15) days after the minutes have been approved by the board.
- B. **Union Meetings:** Any nighttime employee wishing to attend a monthly Chapter meeting shall be allowed to attend with the understanding that they make up lost time due to the meeting. The employee will arrange to make up time with their supervisor.
- C. **The Right to Speak at Meetings:** Association representatives shall be allowed to make brief announcements to employees about Association matters at the conclusion of building staff meetings or District classified staff meetings.

4.6 **Access to Employees**

- A. **Employee Orientation:** At employee orientation during in-service week, the District shall provide the union with sixty (60) minutes to make a presentation to all bargaining unit employees without undue interference. The union shall also be permitted to set up a table at the orientation to meet directly with the employees before, after, and during breaks. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the union's presentation.
- B. **Meetings:** The Union shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting. Every reasonable effort will be made to schedule these meetings so that they don't disrupt any employee's workday.

4.7 Process & Information

- A. For purposes of the Article, “designated representatives” shall include chapter executive board officers, building representatives, or their designees. A non-employee OSEA Field Representative shall be permitted access to the District’s facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives, which includes signing in and out (if applicable), without delay, with the front office of any District building upon entering the facility.
- B. There may be circumstances in which a designated representatives needs an accommodation to their job duties/schedule or coverage from other staff members in order to complete these activities during work hours. Designated representatives who require such accommodations or coverage shall provide their immediate supervisor with written notice of the need to perform the activities listed above at least twenty-four (24) hours prior to the time at which the activities will be performed. The written notice shall indicate: (1) which of the activities listed above will be performed; (2) the date and time at which the activities will be performed; and (3) the approximate length of time the designated representative will spend performing the activities. It will be the supervisor’s obligation to ensure proper job accommodation or coverage is provided. (For disputes, please see Article 4.7.C)
- C. If, after receiving notice of the need to perform the activities listed above, the District establishes undue burden on District operations that cannot be reasonably accommodated by any of the measures typically used when an employee is unexpectedly absent from work (arrange an available substitute, temporarily modifying work assignments, going without the person until they return, etc.), the District and OSEA shall scheduled a mutually agreeable date and time at which the designated representative can perform the activities during work hours. The mutually agreeable date and time shall be no more than five (5) working days from the date of the request, unless both parties agree otherwise and shall not result in overtime for said employee.
- D. The District shall not reduce a designated representative’s work hours to accommodate the designated representative’s performance of the activities listed above. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during the regular workday.
- E. The District may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities listed above.
- F. The parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session scheduled outside of normal work hours may, by mutual agreement, be permitted to flex their normal work hours on the day of the bargaining session in order to attend the bargaining session on paid work time.
- G. Information: Upon request, the District agrees to provide OSEA information necessary to perform its statutory duties as the exclusive representative of bargaining unit employees. The Union agrees to pay reasonable costs for the development and preparation of requested materials, once a detailed bill has been presented to the Union. The District shall also provide the Union information, as required by PECBA, when requested by a member of the leadership.
- H. The District agrees not to enter into any agreement or contract with any bargaining unit employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

4.8 Right to Receive New Hire Information

- A. The District shall provide the Chapter President and the OSEA Director of Fiscal Operations (classified@osea.org) with an editable digital file format agreed to by the exclusive representative, containing the following information for each employee in the bargaining unit, if available in District files:
 - 1. The employee's name and date of hire;
 - 2. Contact information including:
 - a. Cellular, home and work telephone numbers;
 - b. Personal and work electronic mail addresses; and
 - c. home or personal mailing address; and
- B. Employment information including the employee's job title, salary, worksite location and step placement.
- C. The District shall provide the information within ten (10) calendar days from the date of hire for newly hire employees in the bargaining unit and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

4.9 New Hire/Non-Union Employees Meetings

- A. The Union shall have ten (10) minutes paid time at the time the new employee is hired and/or signing paperwork to meet with the employee to schedule a later paid meeting of up to thirty (30) minutes to go over Union information. Every reasonable effort will be made to have these meetings so that they don't disrupt any employee's workday. If the District has a new employee orientation program, then B and/or C below shall apply (unless there is thirty (30) minutes available at this first meeting to go over the Union information).
- B. If the District has an individual orientation program, the Union shall have up to thirty (30) minutes paid time at the end of the District presentation to review Union information with the new employee.
- C. If the District has group orientation meetings, the Union will be allowed one (1) hour paid time at the end of the meeting to review Union information with the new employees. The employees will be scheduled for these meetings and receive a copy of the contract within thirty (30) calendar days.
- D. All non-union employees shall, upon request to their designated Union representatives and notification to their supervisor, be able to review Union information with their designated Union representatives for a total of up to thirty (30) minutes paid time once a year.

4.10 Release Time

HB 2016 shall be followed for other leaves and conditions not included below

- A. **Leave:** Employees who are designated by OSEA or the Chapter President, as well as the Chapter President, shall be granted up to three (3) months of release time without loss of compensation or benefits to serve as designated representatives of the Union, to attend labor-related conferences, trainings and events, or to participate in labor-related activities. The Union will reimburse the District for the wages and fixed payroll costs, including PERS contributions, of those employees.

- B. **Notification:** A written notification shall be given by the Union to the District's Human Resources Director at least three (3) calendar days prior to the start of the release time for absences that are ten (10) work days or less. The Union will give fifteen (15) days' notice for absences of eleven (11) work days or more. The written notice shall include: (1) the name of the employee who will be taking release time; (2) the date on which the release time will commence; and (3) the anticipated duration of the release time.

- C. **Return:** When an employee's release time has terminated, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, pay, benefits, or classification.

- D. **OSEA Leave:** Any member taking release time to work full time for OSEA shall have the benefits under Article C. This leave is issued and revoked solely by the OSEA, with notification to the District. OSEA must give thirty (30) days prior notice to use this leave and OSEA must give thirty (30) days prior notice when returning an employee from this leave. These employees shall be allowed to take one (1) year unpaid leave during the time they work for OSEA.

Article 5 - Payroll Deductions and Pay Dates

- 5.1 Pursuant to ORS 652.610, the District agrees to make payroll deductions from the wages of employees for the payment of dues to the Association when authorized, in writing, by each employee on the form provided by the Association.
- 5.2 The District shall recognize the right of the Association to establish a dues-payment structure among its members which may be mandatory. The establishment and management of such structure shall be the sole responsibility of the Association.
- 5.3 The District shall not be required to discipline any employee for refusing to comply or submit to the agreement described in the preceding paragraph.
- 5.4 It is understood the District will, at any time, discontinue deductions and cancel payroll deductions upon written request from the OSEA. The Association agrees to indemnify and hold the District harmless against any and all claims, charges, damages, legal fees, costs, suits, orders or judgements brought against the District as a result of the provisions of this Article.
- 5.5 Payday shall be the last central office working day of each month, except for Spring and Winter break, when employees will be paid on the last student contact day. For purposes of this section, Winter and Spring break will be considered central office non-working days.

Article 6 - Seniority, Layoff and Recall

6.1 Definitions:

For the purpose of this Article only, the following definitions apply:

- A. **Layoff:** An elimination of a classified employee position that is currently filled by a regular employee or a reduction in hours of an employee. Layoff shall be by seniority.
- B. **Seniority:** Continuous service within the District from the first day of actual service as an employee in this bargaining unit, excluding unpaid leaves of over ninety (90) calendar days. Ties on continuous service will be broken based on higher scheduled hours worked at the time of layoff. Ties on scheduled hours worked will be broken by drawing lots.
- C. **Classification:** A position described by job titles on the hourly-rate schedule contained in this Agreement. (See Appendix A.)
- D. **Classification Group:** Classifications related by job function, as determined by the District. (See Appendix A.)
- E. **Qualified:** A combination of experience, training and performance, as determined by the District.

6.2 Layoff:

- A. Persons subject to layoff will be affected by the following procedures:
 - 1) Classified employees selected for layoff will receive written notice at least thirty (30) calendar days prior to the effective date of the layoff, or as soon as possible. Employees in classifications identified for layoff shall be laid off in reverse seniority beginning with the least senior employee.
 - 2) Classified employees selected for layoff will have “bumping” rights based on seniority.
 - 3) Classified employees selected for layoff will be considered for placement in any vacant position(s) within the employee’s job classification for which they are qualified in lieu of “bumping” other employees. If there are no such openings within that classification, then they will be considered for equal or lower paying positions within the employee’s job classification group for which they are eligible. Such placement results in the employee having regular employment in the new job, with no recall rights to the former job. Instead of accepting any such placement which is offered, the employee may elect to bump, as described in Article 6.2.B, or may elect to be placed on the recall list as described in Article 6.3.

- B. Affected employees may elect to “bump”
 - 1) The least senior employee in their classification group; however, “bumping” will be limited to positions requiring equal or fewer qualifications. Employees may not bump into a higher-level position, or greater hours, even though it may be part of the classification group. The order of the “bumping” option will be given to the most senior affected employee first. A refusal to elect the “bumping” option within five (5) District business days from the date of written notice will effectively waive the employee’s rights to “bump” and he/she will be placed on the layoff list; or
 - 2) The least senior employee in a position outside their current classification group if the affected employee held that position for at least six (6) months during the last five (5) years of employment.
- C. Employees affected by Articles 6.2.A or 6.2.B, above, will enter the new position at the experience step level held in the position from which they were laid off.

6.3 Recall:

- A. Employees on the layoff list will be recalled to positions in previously held classifications for which they are experienced and qualified as vacancies occur in that job classification group. They will be recalled by the reverse order in which they were laid off, subject to the following:
 - 1) Employees who decline offered employment within their former job classification group shall be removed from the recall list. To be removed from the recall list, the declined position must provide at least 75% of the scheduled hours of the position from which the employee was laid-off.
 - 2) Employees who accept regular employment outside their former job classification group will be considered recalled for the purposes of this Article and will retain no further recall rights to former positions.
 - 3) Employees who decline offered employment outside their former job classification group do not lose recall rights as described below;
- B. Recall rights will remain for twenty-four (24) months. Employees on the layoff list will be notified of opportunities for recall in writing by certified mail (return receipt requested) sent to the last address given by the employee to the District office. Failure to respond to the recall offer within ten (10) District business days from the date of the written notice shall waive any and all current or future recall rights.
- C. Employees on the recall list will receive first preference for available substitute work in the employee’s classification, provided that he/she keeps a current phone number on file with the District.

6.4 Association Layoff Notification:

- A. The District will notify the Association, in writing, as soon as a formal layoff is scheduled for board discussion.
- B. After notification of a layoff, the Association may request an opportunity to meet with the District to clarify the methods for implementing the reductions, pursuant to this Article.

6.5 Seniority and Employment Relationship:

An employee's seniority and employment relationship with the District shall be broken or terminated if an employee:

- A. Quits;
- B. Is discharged for just cause, unless the employee's discharge is over-turned and the employee is reinstated;
- C. Is absent from work for three (3) consecutive working days without notification to the District except in extraordinary situations;
- D. Is laid off and fails to report to work within ten (10) days after receiving written notice of recall sent by certified mail (return receipt requested) to the last address given by the employee, unless a reasonable excuse is provided to the District;
- E. Is laid off from work for any reason for twenty-four (24) months;
- F. Fails to report to work at the termination of a leave of absence;
- G. While on a leave of absence per Article 12.6, accepts other employment without permission, or
- H. Retires.

Article 7 - Vacancies/Assignments/Transfers

7.1 Job Openings:

A. The District will post classified job vacancies by emailing a notice to all District staff. All notices will be emailed to the Association President. Vacancies will be posted on the District's website until the closing date has been reached. Vacancy notices will contain:

- 1) The rate of pay;
- 2) The date the position is available;
- 3) A job description;
- 4) Number of hours; and
- 5) Number of days.

B. When a vacancy occurs, current employees may apply for the position after it is posted. Vacancies will be posted for a minimum of five (5) District business days and may be given a specific closing date or left as Open Until Filled. All capable and qualified employees who apply will receive an interview. Upon request, each employee receiving an interview, that was not selected, will receive a written notice within fifteen (15) calendar days following the filling of the position as to what skills they need to improve on to be successful if another similar position becomes available.

In filling vacancies, the District shall hire or promote the person believed to be the most qualified for the position in the District's judgment. Nothing in this article is intended to restrict the District's right to select the most qualified candidate either from among its current employees or from other sources and to be the sole determiner of who, among the candidates, is most qualified. If two (2) candidates have equal qualifications as determined by the District, preference will be given to the inside candidate. If two internal candidates have equal qualifications, as determined by the District, preference shall be given to the more senior candidate.

C. The District retains the right to leave a position unfilled for any period of time or to discontinue the position. If the position is to remain unfilled for a period greater than sixty (60) calendar days or be discontinued, the District will notify the Association president. However, if the position is to be filled, notices will be issued as required in this section. Concerns about positions left unfilled will be discussed at the monthly LMC.

7.2 Assignment of Work:

The District specifically reserves the right to assign work, including the employees' work schedules, location, job responsibilities and hours of work.

7.3 Transfers:

A. Transfers Requested by Employees:

- 1) An employee's request for transfer to a different building or position shall be in writing and filed with the Director of Human Resources. It shall succinctly state the building or position sought and any related documentation.

- 2) The administration shall act promptly on the request and shall notify the applicant of the decision. All pertinent factors will be considered, including availability of the position requested, seniority of the applicant in the District, and individual qualification.
- 3) Employees who are granted transfers to a different classification will be placed on the salary schedule at the District's discretion taking into consideration their skills and proficiency in the new classification. Unless the employee is requesting placement into a lower paid job classification, placement on the salary schedule will be at least equal to their current hourly rate.
- 4) Employees who are offered transfers into a different job classification group that requires a physical screening, will be required to pass the screening requirements before the transfer request is granted.

B. Transfers Directed by the District:

- 1) Before directing a transfer, the District shall consider all pertinent factors, including employee transfer requests, the employee(s) length of service in the District, their area of competence and experience, and the evaluation and recommendations of the employee(s)' supervisor or principal.
- 2) Notice of the transfer, including a statement of reasons, shall be given to the employee(s) promptly but not less than ten (10) calendar days prior to the effective date of the transfer.

If the District is making multiple interrelated simultaneous transfers within a job classification or classification group, the District shall notify the Association and the affected employees no less than fourteen (14) calendar days prior to the effective date of the transfers, if practicable.
- 3) Any appeals regarding transfers directed by the District shall be made to the Director of Human Resources or their designee.

7.4 Working Out of Range Within the Same Classification Group:

In response to an absence where a regular employee will be gone and a lower classification regular employee within the same classification group is administratively assigned in that position, the replacement employee will receive the higher rate of pay at their own experience level commencing with the first day of substitution.

7.5 Regular Employees Substituting in a Different Classification Group:

If a regular employee substitutes in a classification outside of their regular Classification Group, they will be paid at the step of the substitute classification pay range that is the closest rate above the employee's current step in his/her home classification pay range.

Article 8 - Personnel Records

- 8.1 Personnel records are those records contained in the District administration office in individual files. These files will be accessible to District administrators, the Board, the Board's attorney, the employee, and anyone designated in writing by the employee.
- 8.2 Any information of a critical or derogatory nature which is to become part of the employee's personnel file will bear the signature of the author and the employee. The employee's signature indicates only that the employee saw the information and does not necessarily indicate that they agree with the information. Any such documents shall include a statement to that effect. If, under any condition, the employee refuses to sign such a document, a witness to the refusal, other than the author, may so note on the face of the document. An employee, in any instance, shall have the right to submit a written statement of explanation or rebuttal to any material placed in their personnel file.
- 8.3 An employee who has received communication of a critical or derogatory nature in their personnel file may request, within six (6) working months of the incident, a review by the supervisor of the status of the concern which was expressed and may request a notation on, or an attachment to, the document regarding their progress towards correction. Neither Article 8.2 nor this Article is intended to refer to materials contained in or regarding regular or special evaluation reports, but rather is limited to letters of caution, consultation, warning, admonishment or reprimand.
- 8.4 An employee, or a person designated by the employee in writing, shall have the right to inspect their personnel file by completing and signing the appropriate District form with reasonable notice. The District will furnish copies of personnel file information within three (3) working days of the request for such copies.
- 8.5 Critical or derogatory material (excluding evaluations) may be purged after two (2) years from initial placement in an employee's personnel file upon written request by the employee. Materials beyond two (2) years will not be used against an employee.

Article 9 - Evaluations

9.1 Probationary classified employees will be evaluated at least once during the first sixty (60) workdays of employment. Based upon this evaluation and the approval of the Association, the supervisor may extend the employee's probationary period up to an additional forty (40) workdays from the end of the initial probationary period. Non-probationary classified employees will be evaluated at least one (1) time annually during their first three (3) years of continuous employment.

Employees with three (3) years of successful continuous employment will be evaluated one (1) time every two (2) years as it relates to their job description. Formal evaluations shall be completed by the employee's immediate management supervisor by May 15th. At the discretion of the District, these employees may be evaluated more frequently. Employees who do not meet the expectations of the position shall be evaluated no less than every year regardless of their years of service.

9.2 Employees will be evaluated in accordance with the District's evaluation forms, which are posted on the District's website.

9.3 Evaluations shall be written by individuals as defined in Article 2.2.A.

9.4 At the time of employment, new employees will be provided with a copy of the District evaluation form.

9.5 A post-evaluation conference will be held with the employee. Employees may provide feedback on their evaluation at this conference.

9.6 The employee will be given a copy of the completed written evaluation.

9.7 Evaluation reports shall be placed in the personnel file only after the post-evaluation conference with the employees.

9.8 The employee shall have the right to make a written statement relating to the evaluation which shall be attached to the document and placed in the official District personnel file.

9.9 If the District determines that an employee needs to be placed on a plan of assistance, the employee will be entitled to have an OSEA representative of their choice present at the meeting when the plan is presented and discussed, in accordance with Article 14.3.F.

Article 10 - Separability of Provisions

- 10.1 In the event that any provision of this contract shall, at any time, be declared invalid by a court of competent jurisdiction, such decision should apply only to a specific article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Upon written request, either party can open the contract to bargain to resolve the change. If, after ninety (90) days of expedited bargaining under ORS 243.698 the parties fail to agree on a replacement for the invalid words or sections of the collective bargaining agreement, they may, upon mutual agreement, move the matter to arbitration, or the District may unilaterally implement its last proposal and/or the Union may strike.

Article 11 – Salary

11.1 Salary:

A. 2021-2022

For contract year 2021-2022, the salary schedule will be as outlined in Appendix A. Step movements shall be granted for eligible employees.

B. 2022-2023

For contract year 2022-2023, the salary schedule will be a 3% increase to the 2021-2022 salary schedule, as outlined in Appendix B. Step movements shall be granted for eligible employees.

C. 2023-2024

For contract year 2023-2024, the salary schedule will be a 2% increase to the 2022-2023 salary schedule, as outlined in Appendix C. Step movements shall be granted for eligible employees.

11.2 This Agreement does not guarantee any level of employment.

11.3 Salaries, as indicated on the rate-of-pay scale, shall be for the term of this contract, unless amended or supplemented by mutual agreement of the District and the Association.

11.4 Classified employees shall be given a notice of reasonable assurance of continued employment by the District in accordance with the provisions of ORS 332.554.

11.5 Salary Schedule Placement:

A. New employees are to be placed on the salary schedule up to step three (3) as determined by the District. Employees will not receive more than one (1) step increase per year.

B. Employee step movement on the salary schedule will be as follows:

1) Classified employees will advance a step on July 1st each year through Step 4.

2) Those employees who will complete five (5) consecutive full years of service during the fiscal year, will receive their increase to Step 5 on July 1st of that fiscal year.

3) Those employees who will complete ten (10) consecutive full years of service during the fiscal year, will receive their increase to Step 6 on July 1st of that fiscal year.

11.6 As defined by job posting, classified positions may have differing lengths of work year. With the exception of identified “exempt” employees, classified employees are hourly employees.

Classified employees shall receive twelve (12) equal monthly payments based on the projected total number of workdays in the work year. In the case of days missed by hourly employees because of school closures or other reasons for which salary would not normally be paid, the paycheck for that month will reflect a “dock” equivalent to the hours missed multiplied by the hourly rate unless the administrator approves a “makeup” alternative. Only twelve-month employees are eligible for vacation.

11.7 Employees who do not ordinarily work twelve (12) months and are asked to work during a time period that is not their regular work year shall be paid at the regular rate of pay for the classification position being filled.

- 11.8 Employees called for special services shall be compensated for a minimum of two (2) hours per call at the employee's current rate of pay. "Special services" is any work noncontiguous with the regular daily work shift or on an employee's day of rest.

All employees reporting to work, except when otherwise informed or contrary to established policy, shall receive a minimum of two (2) hours' pay at their base rate, even though the employee may be later excused. If a telephone call from an employee's administrator or manager falls under the special services definition above, but the employee does not have to physically report to work, the employee will be compensated at their current rate of pay for one-half (1/2) hour or for the actual length of time of the phone call rounded up to the nearest quarter-hour, whichever is greater. Special services may qualify for overtime as defined in Article 11.9.

11.9 **Shift Differential:**

Any employee who is administratively assigned a regular shift in which three (3) or more hours are between 12:01 a.m. and 6:00 a.m. will receive compensation of a 5% pay rate bump per hour greater than the regular hourly rate for that position.

11.10 **Hours of Work and Overtime:**

- A. When referring to workdays or leave days, "day" means the number of hours assigned to the employee in their current position(s).
- B. The regular work schedule for full-time, 12-month employees will be eight (8) hours per day or forty (40) hours per week. Overtime shall be those hours in excess of eight (8) hours per day or forty (40) hours per week.
- C. Individual employees and their administrators may waive the daily overtime rule for one of the following three reasons only:
 - 1) To establish a ten (10) hour day, four (4) days per week schedule (a "4-10"); or
 - 2) To allow an employee time off, as exchange time, equal to the number of hours, and/or fraction thereof, worked beyond eight (8) hours per day, so long as the employee's administrator schedules the time off for the same week the employee works beyond the eight (8) hour daily limit; or
 - 3) To allow an employee to make up work missed because the employee was granted personal time off by the administration.
- D. All overtime must be preauthorized in writing by the employee's administrator except in an emergency.
- E. The employee's administrator or designee shall maintain a record of all overtime and compensatory time on the Overtime Pay/Compensatory Time Worksheet. This record will show hours of overtime worked and hours paid or used under compensatory time by the employee. Employees may elect overtime pay at one and one-half (1.5) times the employee's regular hourly rate or compensatory time at one and one-half (1.5) hours for each hour worked. However, prior to overtime work, the employee and the administrator shall mutually agree if compensation is to be in the form of compensatory time or overtime pay. If receiving compensatory time in lieu of overtime pay, the employee and the administrator shall, prior to overtime work or as soon thereafter as possible, reach agreement on when to use the compensatory time. Any compensatory time not taken during the pay period in which it is earned shall be reported on District payroll. Compensatory time off shall be taken within the fiscal year in which it occurs.

- F. Employees shall receive notice of schedule changes at least 48 hours in advance. Unless mutually agreed to between the supervisor and employee, any schedule change not made with at least 48 hours' notice shall be subject to penalty pay. Such penalty shall be equal to one and one-half (1.5) times the regular hourly rate for the employee above all other payments for one full hour.

11.11 Lunch and Rest Periods:

- A. As long as the shift is adjusted accordingly and subject to scheduling outlined in Article 3.1.C, employees will be granted an unpaid duty-free meal period of at least thirty (30) minutes, but not more than sixty (60) minutes, no later than five (5) hours and one (1) minute after starting their work shift. If an employee is required to remain on duty, they must be paid one and one-half (1.5) times their regular rate of pay for the lunch period.
- B. Each employee shall receive a fifteen (15) minute paid break during each four (4) hour period of time worked, scheduled as close to the middle of the four (4) period as reasonably possible.

11.12 Asbestos Program:

- A. The District asbestos safety and work practices program shall meet or exceed state and federal standards. The District shall provide annual medical examinations for asbestos workers.
- B. The District shall provide to administratively assigned asbestos workers a premium pay of three (3) dollars for each hour of asbestos work, as recorded on the log.

11.13 Required/Approved Training:

- A. The District will pay fees, tuition, wages and travel costs associated with licenses, certificates, workshops and training sessions only if required and/or approved by the District after initial employment. Required regular Oregon driver's licenses are an exception and shall not be paid by the employer.
- B. The District will reimburse food service employees for the tuition for all School Nutrition Association (SNA) -required classes taken, certificate fees, and membership dues for SNA, up to \$75 per member per year for total expenses.

Article 12 – Benefits

12.1 Holidays:

- A. Employees who are actively on the payroll (working or on an authorized leave) of the District immediately prior to and following the prescribed holiday periods named below, shall receive pay for the holidays as if they had actually worked a normal workday on the specific holiday. Paid holidays are:
- | | |
|----------------------------|---|
| Memorial Day | Day before Christmas |
| Independence Day | Christmas Day |
| Labor Day | New Year’s Day |
| Veterans’ Day | Martin Luther King Day |
| Thanksgiving Day | One day in December, to be set by the District annually |
| Day following Thanksgiving | |
- B. Any other holidays established as “legal holidays” and approved by the District.

12.2 Vacations:

- A. Vacation time earned by all twelve (12) month employees in the bargaining unit shall be granted annually on July 1st, as indicated in the following outline. New employees hired after July 1st shall receive a pro-rated allotment for the remainder of the fiscal year. New employees must work sixty (60) workdays prior to being eligible to use any vacation time. Employees hired prior to January 1st of their year of hire shall be considered to have worked one year and shall be advanced to year two on July 1st. Employees hired after January 1st will not be advanced to year two until the following year.

Years of service with the District	1-4	5-10	11	12	13	14	15
Number of days’ vacation	12	15	16	17	18	19	20

- B. Employees who leave the District before their anniversary date shall receive their prorated vacation pay accumulated up to the severance date.
- C. Employees who leave the District before their anniversary date, and have used non-accrued vacation, will have the vacation pay deducted from their final paycheck.
- D. Except for the allowance described in this Article, vacation time must be taken within the twelve (12) month period after it is earned. Arrangements for the time of vacation will be made with the supervisor and scheduled in such a manner that it does not interfere with the normal operation of the District. Employees can carry over up to twenty-four (24) hours of vacation after the anniversary date. Carried over vacation time shall be available within the next work year for vacation purposes only. Vacation time pay shall be given to employees who leave the District after the anniversary date, for all vacation accumulated up to the severance date, under the conditions of Article 12.2.C.
- E. Employees can convert up to forty (40) hours of vacation after the anniversary date to sick time.

12.3 Insurance:

- A. Insurance coverage will be offered through the Oregon Employees Benefits Board (OEBB) or other private carriers if not available through the OEBB. Employees will be eligible to select plans that are made available through OEBB and recommended by the Insurance Committee. Insurance coverage will be mutually agreed by the parties in accordance with rules and regulations promulgated the Oregon Educators Benefits Board. The Insurance Committee in Article 12.3.E shall make a recommendation to the parties.
- B. Effective October 1, 2021, the District contribution toward life, long-term disability, dental, vision and medical insurance premiums for an eight (8) hour employee shall be \$1,383 or the same as provided for other regular full-time district employees or prorated as outlined in Article 12.3.C.

Effective October 1, 2022, the District contribution for 2022-2023 shall be \$1,433, which is an increase of \$50.

Effective October 1, 2023, the District contribution for 2023-2024 shall be \$1,483, which is an increase of \$50 to the 2022-2023 contribution.
- C. Employees hired before July 1, 1991, who work more than four (4) hours per day, will be eligible for the full amount of the District contribution toward premiums as per Article 12.3.B. Employees hired before July 1, 1991, who work for four (4) hours per day or less, will have one-half (1/2) of the District paid amount of the premiums. Employees hired after July 1, 1991, who work more than four (4) hours per day but less than eight (8) hours per day, will have a benefit amount paid for insurance on a pro-rata basis (rounded up to the nearest half-hour increment) equivalent to the hours the employee works per day compared to a full-time, eight (8) hour per day employee. (Example: If an employee works six (6) hours per day, the District will pay 75% of the benefit amount for insurance received by the full-time, eight (8) hour per day employee). Employees hired after July 1, 1991, who work four (4) hours per day or less, will not receive District-paid insurance benefits. Current employees whose work schedules are expanded to more than four (4) hours will receive insurance on a pro-rata basis, the same as for new hires.
- D. The benefit programs 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 policy holder.
- E. A standing committee comprised of two Association members, appointed by the Association, and an equal number of District representatives, will meet at least once a year and as needed to discuss insurance issues and to resolve problems that may arise. The powers of the Insurance Committee shall be advisory.
- F. A Section 125 plan will be available for employee use to cover qualifying expenses.
- G. At initial enrollment and during open enrollment, employees may waive dental and/or vision insurance coverage to reduce their premium costs and have the District contribution apply to medical coverage, life/AD&D, and LTD coverage.

H. **Insurance Opt-Out**

- 1) Effective October 1, 2021, and during open enrollment thereafter, full-time, 8 hour employees, including new full-time, 8-hour employees, eligible for the District contribution toward medical, dental, vision (health) and long-term disability (LTD) insurance who elect to opt-out of insurance, are eligible to receive additional pay of \$562 per month. Starting at \$562, a monetary increase of \$20 shall be added to the opt out amount each year of this contract.

The insurance opt-out amount for 2022-2023 shall be \$582, which is an increase of \$20.

The insurance opt-out amount for 2023-2024 shall be \$602, which is an increase of \$20 to the 2022-2023 amount.

- 2) Employees eligible for the District health and LTD insurance contribution working 4.25 to 7.5 hours per day, and who have purchased health and LTD insurance in the immediately preceding 12 months who elect to opt-out of medical insurance, are eligible to receive additional pay prorated in the same way insurance costs are prorated.
- 3) Employees who have chosen to opt-out the previous insurance year, may continue to do so as long as their employment causes them to be eligible for district contribution toward their insurance premiums.

12.4 **Sick Leave:**

- A. Sick leave, pursuant to ORS 332.507, shall be earned at a rate of one (1) day per working month and not less than ten (10) days per year. Sick leave accumulation shall be unlimited.
- B. Sick leave may also be used, if necessary, to attend a medical appointment with or care for a sick child, spouse, parent, parent-in-law, or domestic partner. Employees who qualify for OFLA or FMLA are required to complete the verification process as specified in District policy.
- C. Employees working less than eight (8) hours per day will receive one full-service day of sick leave per month for each full hour of the daily work schedule. (Four [4] hour employees will receive four [4] hours sick leave for each month worked.)
- D. Sick leave in excess of three (3) consecutive working days may require a note showing certification by the employee's attending physician that the illness or injury prevents the employee from working. The District shall inform the employee of the need for a note prior to the employee returning to work.
- E. If an employee dies during their employment with the District, the monetary value of all unused sick leave shall be paid to a beneficiary, as designated by the employee.
- F. **Association-Administered Voluntary Pooling of Sick Leave:** The Administration will recognize and honor any reasonable plan for pooling paid leave days of classified employees, to be administered by the Association, provided:
 - 1) The plan shall be voluntarily signed and assented to in writing by a majority of the members of the Association.
 - 2) The Board shall be defended and held fully harmless from any claims whatsoever arising directly or indirectly from honoring such pooling plan.

- 3) Any paid leave days contributed to the pool shall not be withdrawable therefrom.
- 4) The pooled days shall only be available to employees who would otherwise qualify for paid leave but have exhausted their days or rights thereto.
- 5) The District shall be required to honor an award of pooled days only on requests signed by the President and Secretary of the Association verifying the request is made by majority vote of the officers of the Association.
- 6) Under no circumstances can more than two hundred (200) sick leave days be distributed from the pool in any one year.
- 7) Sick leave pooling definitions, decisions and procedures as outlined in this agreement are excluded from the grievance procedure.

G. District Sick Leave Donation Process

- 1) The District will consider requests on a case-by-case basis for the donation of sick leave to an employee who has exhausted their leave but is still ill or injured. This donation can come from any employee that works for the District. The bargaining unit employee's name will only be released with prior permission from the employee.

H. Transfer of Sick Leave

- 1) Pursuant to ORS 332.507, any newly hired classified employee shall be allowed to transfer in, for use as sick leave, a maximum of seventy-five (75) days of sick leave accumulated at the employee's most recently employing Oregon school district.
- 2) The transfer of sick leave from another Oregon school district shall not be effective until the employee has completed thirty (30) working days in the District.

12.5 Leaves of Absence - Short Term:

A. Personal

- 1) **Classified Unpaid Day:** Employees who are not eligible for paid vacation shall earn one (1) unpaid day per year, for a maximum accumulation of five (5) such days, for personal time off. The time off must be pre-approved by the employee's administrator or designee.
- 2) **Personal Day:** Employees shall earn one (1) day of personal leave per year with pay. Unused Personal Leave days may accumulate and carry forward up to a maximum of three (3) days, with a maximum of four (4) days available any given school year. Notice of use is required twenty-four (24) hours in advance. During May or June seventy-two (72) hours of advance notice is required. Use of more than one Personal Leave day in a single school year shall be mutually scheduled in a manner that protects the effective and efficient operation of schools. The employee has an obligation to attempt to schedule the absence and submit their need for a substitute (if applicable) as soon as they know they will be accessing the leave provision.
- 3) Newly hired employees must be hired by January 1st, to be awarded the leaves above for that school year. If an existing employee eligible for these leaves has hours added to their position during the school year, the applicable time will be added to the current year's initial leave award if it has not yet been used. If the leave day has been used, no additional time will be awarded.

B. Illness

Requests for unpaid leave of absence for illness must be accompanied by a physician's statement identifying the illness, the need of absence and the estimated length of absence. Such leave of absence shall not exceed ninety (90) calendar days and may only be granted when all other accrued leaves are exhausted. The District will continue to pay the agreed-upon insurance during such leave.

C. Earned Discretionary Day

Classified employees shall be awarded one (1) day of leave with pay to be used for purposes determined by the employee for each year in which the employee used no sick leave. The accrual of such leave shall be limited to a maximum of four (4) days. Earned Discretionary Leave shall be awarded in the year following the year in which the employee used no sick leave. New employees must be hired on or before October 1st to qualify for a discretionary day for that year.

Use of such leave shall be mutually scheduled in a manner that protects the effective and efficient operation of schools. The employee has an obligation to attempt to schedule the absence as soon as they know they will be accessing the leave provision.

Employees who retire or terminate their employment for any reason, shall be compensated for accrued Discretionary Leave at their current hourly pay rate.

Voluntary contributions to the Association-Administered Sick Leave pool does not disqualify an employee from earned Discretionary Leave.

12.6 Leaves of Absence - Long Term:

- A. An employee who has completed at least five (5) consecutive years of service in this District shall be eligible to apply for an extended leave of absence for up to one (1) year for personal development within their field of work, medical leave, family illness leave or child care leave. The Board may waive the eligibility requirements for reasons in the best interest of the District.
- B. The number of employees on extended unpaid leave in any fiscal year shall not exceed four (4) employees District-wide. In the case of more applicants than can be granted extended unpaid leave, the order of application shall determine the selection in the event that all other factors are equal. The Board's decision in choosing the employee(s) to be granted extended unpaid leave shall be final, binding and non-arbitral.
- C. The employee shall return on the date stated at the same step and classification which they left. The employee will not accrue seniority nor break the employee's continuity of service during the period of absence. If the employee has unexpected changes concerning the established date of return, they shall notify the superintendent at least thirty (30) days in advance, in writing, stating the reason for delay or early return, including the new return date. Delays will not exceed the original leave return date by more than twenty (20) consecutive work days.

12.7 Personal Emergency Leave:

- A. Classified employees may be granted up to two (2) days of personal emergency leave each year with pay.
- B. A personal emergency is a good faith emergency situation of a personal nature over which the classified employee has no control. It may include, but shall not be limited to, an extension of bereavement leave, if needed; or the employee's personal court case, consultation with an attorney,

except in the case of actions or potential actions against the District, or consultation in which the subject involves secondary employment or business which is a source of revenue to the employee. It shall not include absences for pre-planned travel, recreation or sports, or for any qualifying sick leave for FMLA/OFLA absence.

- C. Requests for personal emergency leave must be communicated to the employee's immediate supervisor at least one (1) day in advance, if possible, or no later than five (5) working days after return from leave in cases where prior request was not possible. In the event of the death of a spouse, child, parent, parent-in-law, sibling or grandparent, the employee shall be allowed three (3) more days of personal emergency leave in addition to those allowed by Article 12.7.A.

12.8 **Bereavement Leave:**

Three (3) days of non-cumulative paid bereavement leave per occurrence will be granted in the case of the death of a family member. Family members may include, but will not be limited to: spouse, child, parent, parent-in-law, sibling or grandparent. Additional unpaid bereavement leave may be granted upon request in accordance with applicable state and federal statutes, up to a maximum of ten (10) days. Also see Article 12.7.C above.

12.9 **Parental Leave:**

Upon request, the District shall grant the employee the right to take unpaid parental leave as provided under the parental leave law, ORS 659A.150 through 659A.186.

12.10 **Family Medical Leave:**

The District will administer family medical leave pursuant to statute and District policy. Sick leave may be used for family medical leave.

12.11 **Public Employee Retirement System (PERS):**

- A. During the term of the Agreement, the District will participate in the public employee retirement plans established in ORS Chapter 238 and 238A that are; (1) in effect as of the execution date of this Agreement; and (2) as applicable to employees covered by this Agreement. Any changes in the public employee retirement plans which are enacted during the life of this Agreement by statute or administrative rule will apply to employees covered by those plans.
- B. The District does not agree to provide employees any particular level or type of retirement benefit, but only to participate in the public employee retirement plans and make contributions as required by law.
- C. The District will contribute 6% of each employee's salary as defined by ORS Chapter 238 and/or 238A to the public employee retirement plan through the duration of this contract.
- D. 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.

As required by PERS, employees retiring from PERS will be paid all earnings through their last PERS working day, including unused accrued and earned vacation leave pay. Employees will receive the above pay on the regular payday of the month of their last PERS working day.

E. **Re-Employment of Oregon PERS Working Retirees:** The District is under no obligation to re-employ retired employees and has the sole discretion over hiring decisions. Classified staff offered employment following their PERS retirement will move to Temporary status.

- 1) Classified employees shall give 60 days' notice prior to their effective PERS retirement date.
- 2) Workdays shall include days outlined in the employee's work calendar.
- 3) District insurance contributions will remain at the capped amount as stated in Article 12. The District will keep PERS working retirees on insurance as active employees until they leave RPS employment.
- 4) The employee will move to Temporary status but will retain salary placement and advance with contract employees as outlined in Article 11.
- 5) Continuation of employment shall be based on the employee's successful evaluation. Working retirees will continue to be evaluated as outlined in the Classified Bargaining Agreement following the District's prescribed evaluation schedule.
- 6) The District will notify the working retiree by April 30th of continuation of employment for the following school year. The employee will respond with their intent to return or resign no later than May 15th.

Retired classified staff shall have the benefit of the provisions of this Agreement except as follows:

- 1) The termination of the employee's limited duration assignment in completing the school year shall not be considered a discipline or dismissal and shall not grant the employee rights under Article 6, Layoff/Recall.
- 2) No PERS contributions on behalf of the employee will be made after the PERS retirement date.
- 3) Retirees do not carry forward or earn incentive leave.
- 4) Sick leave will be accrued at one day per month after PERS retirement date and will be front loaded. Sick leave does not carry over from year to year.
- 5) Personal leave will be awarded at one day per year and does not carry over from year to year.
- 6) Vacation leave for twelve (12) month employees will be accrued at 1.66 days per month after PERS retirement date and will be front loaded. Vacation leave does not carry over from year to year.
- 7) This option is not available to an employee who is currently on a Plan of Assistance or Last Chance Agreement or for whom the District has other valid cause to deny this benefit.

12.12 **Early Retirement:**

A. Only employees hired prior to October 1, 1991, with continuous employment with the District until retirement and who have worked greater than four (4) hours per day in their regular job are eligible for the Early Retirement benefit. Classified employees who were determined to be eligible for early retirement in accordance with the bargaining agreement effective October 1, 2001 and remain in continuous employment with the District until retirement, and who have reached at least age 58 will be eligible for the following benefits.

Early retirement benefits are limited to only medical insurance premium contributions for the retired employee and spouse paid in the same proportion as active employees (see Article 12.3). An employee must apply for early retirement benefits at least sixty (60) days prior to the effective date of the benefit and provide verification of age with copies of their birth certificate or other verification acceptable to the employer. In no case shall the employee and the employee's spouse receive insurance coverage after age 65.

Application and conditions for receiving benefits will be in accordance with administrative rules promulgated by the employer.

Employees who are terminated or are about to be terminated for cause shall not be eligible for early retirement benefits. The employer retains the sole and exclusive right to promulgate rules and requirements for the administration of the early retirement benefits.

The "District-paid portion of the regular hospital/medical insurance" for the current year shall be calculated by taking the proportion (expressed as a percentage) of the medical insurance premium rate to the actual current year District contribution (at the total composite rate) for the insurance package for regular employees for the coverage in Article 12.3.A. Fringe Benefits, above, and then applied to the premium cost of each of the tiered medical plan rates (employee only, two-party, family coverage). The medical insurance premium rate shall be determined by subtracting the actual composite premium costs for dental, vision, life, and an average bargaining group cost for LTD coverages from the current actual total monthly individual District contribution per eligible employee.

- B. Employees working more than four (4) hours per day and not determined to be eligible for early retirement benefits as of October 1, 2001, are eligible to participate in the District-paid Tax Shelter Annuity (T.S.A.) Plan as follows:

The District will contribute \$20 per month to a T.S.A. plan for the employee, if the employee at least matches the District paid amount.

The District, after consulting the Association, will select and enter into an agreement with a vendor (or vendors) to be used for the T.S.A. program.

12.13 **Workers' Compensation:**

- A. This provision is effective after determination and verification by Workers' Compensation or the Workers' Compensation Board that the employee has sustained a compensable injury, as defined by ORS Chapter 656 and beginning with the date Workers' Compensation payments begin.
- B. An employee who sustains an injury or illness compensable by Workers' Compensation Insurance and who is unable to perform their regular duties will, upon the employee's request, be compensated in the amount of the difference between their regular salary and the total of Workers' Compensation Insurance. The difference between these payments and the employee's regular salary shall be charged against the employee's accumulated sick leave.
- C. Employees who have been found eligible under Oregon's Workers' Compensation Law shall have rights to reinstatement under that law upon recovery from the job-related illness or injury.

12.14 **Required Court Appearance Leave:**

An employee required to report for jury duty or subpoenaed as a witness (not as a party to the proceeding) shall be affected as per the following procedure:

A. **All Employees**

- 1) All employees are expected to advise their supervisors of their jury duty status or subpoenaed witness duty status.
- 2) If sequestered, all employees will be paid for their regular shift but must endorse jury duty checks to the District, minus mileage.

B. **Day Shift Employees**

- 1) Employees whose shifts begin more than 30 minutes before they are to report for local jury duty or as a subpoenaed witness should report for work as usual and leave for jury duty no more than 30 minutes prior to their court reporting time. For jurisdictions outside of Roseburg, employees will consult with their site administrator.
- 2) Employees are paid regular wages as if they had worked when they serve jury duty or as a subpoenaed witness.
- 3) For each court absence, all employees must turn in to their site administrator a Juror Work Slip or other documentation from the court showing their time(s) of service.
- 4) Employees are expected to turn in jury duty pay or witness pay to the District minus mileage fees. Employees may keep their jury or court service pay if that service is outside their scheduled working hours.
- 5) If employees are released within their normal work period, they are to report to work.

C. **Swing Shift Employees**

- 1) Swing shift employees are to keep their jury duty pay or witness pay if service ends before their shift begins.
- 2) Employees are to report to their regular work shift when they are released from jury duty or subpoenaed witness duty.
- 3) The District will pay swing shift employees for the first half of their regular shift if jury duty or subpoenaed witness duty extends through the afternoon, i.e., 4:00 to 5:00 p.m.
- 4) The employee shall return to work if they are excused from jury duty and can reasonably be expected to return by mid-point of their regularly scheduled shift. In no case will the employee have to serve jury duty and work for the District more than a combination of eight (8) hours in any one day, including travel time.

12.15 **Volunteer Public Safety Duty:**

A public employee who is a volunteer firefighter or who takes part in a search or rescue operation (as defined by ORS 652.050 and ORS 652.250), when directed by governmental emergency management personnel shall not forfeit any wages nor any leave while engaged in an operation for a period of not more than five (5) days for each operation. Such activity will otherwise be in accordance with statute.

12.16 New employees shall pay for the cost related to any fingerprinting or background checks pursuant to ORS 342.223. Repayment of fingerprinting costs may be divided over two pay periods upon written request to the District.

Article 13 - Emergency School Closure/Delayed Opening

13.1 Emergency School Closure:

Unless notified differently by the Superintendent or designee, employees shall not report for duty when conditions necessitate an emergency school closure. Classified employees will only be required to make up school closure days if students or teachers are required to make up such days.

When requested by a supervisor to perform work for a pre-determined period of time, work done during an emergency school closure will be paid at the employee's current rate of pay for that period of time in addition to their regular day's pay.

13.2 Delayed Opening:

- A. Unless notified not to do so by the Superintendent or designee, twelve (12) month employees shall report for duty at their normal reporting time when conditions necessitate a delayed opening.
- B. In case of delayed opening, classified employees will report according to District policy and procedures.
- C. If the conditions are such that an employee feels it not safe to report at the normal reporting time, they should contact their administrator prior to the employee's reporting time and report for duty as soon as it is physically safe to do so.
- D. When conditions are such that it is impossible for an employee to reach their assigned workstation at the established reporting time, the employee shall notify their administrator prior to the employee's reporting time.

13.3 Notice to Employees:

- A. A notice of emergency school closure or delayed opening is considered duly given at the time such notice is sent out by the District calling system or other telephone notification, on the District website, announced on local radio or television, or in the newspaper.
- B. Changes in the workday that are a result of situations contained in this article shall be exempt from the Penalty Pay provisions in Article 11.9.E.

13.4 Pay:

Employees whose time for reporting for duty is before first notification of school closure and who, in fact, report for work, shall be paid for a minimum of two (2) hours at the employee's regular rate of pay.

Article 14 - Grievance and Complaint Procedure

14.1 Definitions:

- A. **Grievance:** A grievance shall be an allegation by an employee, or group of employees, or the Union that the District has violated a provision of this Agreement.
- B. **Grievant:** The grievant is the person, persons, or Union making the claim.
- C. **Party of Interest:** A party of interest is anyone involved in the grievance who has a bona fide legal interest in the resolution of the grievance.
- D. **Immediate Supervisor:** The immediate supervisor is the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance. In the event the grievant is a group of employees in the same or different classification, or the Union, these grievances shall be initiated at Level Two.
- E. **Days:** Days shall, except where otherwise indicated, mean District business days.
- F. **Steward:** A Steward is a bargaining unit employee who has been appointed by the Union to provide representation, advocacy, and contract administration duties for bargaining unit members. Stewards shall be allowed time away from the job to investigate and represent grievant without loss of pay. The Union, upon request, shall provide a list of all Stewards to the District by September 15th of each year.

14.2 General Procedure:

- A. This procedure shall be processed within a specified length of time, designated at each step.
- B. All parties should attempt to complete the procedure by the end of the school year. If the matter cannot be resolved by the end of the school year, the parties shall continue with the process into the summer, or mutually agree to put the issue in abeyance (freeze the clock) until the beginning of the next school year. The parties shall make good faith efforts to shorten the number of days provided.
- C. The District has the right to consultants or representatives of its own choosing at each level of the grievance procedure. The Association has the right to consultants or representatives as defined in Article 14.3.F.
- D. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use this procedure for the resolution of grievances.
- E. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified length of time 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 length of time shall permit the grievant to proceed to the next level.
- F. All documents, communications, and records of a grievance will be filed in the District office separately from the personnel files.
- G. If any member of an Association's Grievance Committee is a party of interest to any grievance, they shall not serve as the Association's grievance representative in the processing of such grievance.

- H. All parties will avoid interruption of District operations and/or any other school-sponsored activities.
- I. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- J. Each grievance shall have to be initiated within fifteen (15) days from the time of discovery of the cause for the claim.
- K. Each party shall pay any and all costs incurred by said party, excepting as provided in Article 4.

14.3 **Administrative Regulations:**

- A. **Time Limits:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process.
 - 1) Grievances and decisions shall be in writing and filed within the time limits specified below unless such limits are extended by mutual consent.
 - 2) When no mutual consent to extend time limits exists, failure to file an appeal within the prescribed time limits constitutes a waiver of further appeal steps.
 - 3) When no mutual consent to extend time limits exists, failure to respond in writing to the grievance shall allow such grievance to automatically proceed to the next step of the procedure.
- B. No reprisals of any kind will be taken by the District, the Union, or by any employee of the District against any party of interest, or any other participant in the grievance procedure because of such participation.
- C. **Separate Grievance File:** All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- D. **Meetings and Hearings:** Meetings and hearings under this procedure shall be conducted in private and shall include only such parties of interest and their designated or selected representatives, heretofore referred to in this Article. Both parties agree these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
- E. **Representation:** The grievant will be offered Union representation at all levels of the grievance procedure. In the event the employee declines Union representation, the Union shall be so informed by the employee. The District shall notify the employee and the Union of all grievance meetings. The Union shall be allowed attendance to ensure the integrity of this Agreement and that any settlement to a grievance is not inconsistent with the express terms of this Agreement. No grievance shall be pursued to binding arbitration except by the Union. The Union shall not be required to pursue any grievance which, in its sole determination, lacks merit.

14.4 Grievance Procedure/Four (4) Levels:

The grievance procedure shall consist of four (4) levels as follows:

A. Level One: Administrator or Immediate Supervisor:

- 1) Each grievance shall be initiated within fifteen (15) days after the occurrence of the cause for the claim, or within fifteen (15) days following the grievant's first knowledge of the cause, whichever is later. Failure to initiate action within these limits will constitute a waiver of the claim.
- 2) The grievant shall present the grievance in writing and discuss the problem with their principal or immediate supervisor. The principal or immediate supervisor will give their answer in writing within ten (10) days. The Union's designated representative may be present at this meeting at the request of the grievant.

B. Level Two: Superintendent:

Within ten (10) days, if the grievant is not satisfied with the disposition of their grievance at Level One, they shall file the grievance in writing with the Superintendent or designee. The Superintendent or designee shall hear the appeal and render a decision within ten (10) days, or may, at his/her discretion within ten (10) days of receipt of the grievance, refer it to the Board level.

C. Level Three: School Board:

Within ten (10) days, if the grievant is not satisfied with the disposition of their grievance at Level Two, they may file their appeal with the School Board. The School Board may hear the appeal and render its decision within ten (10) days after hearing the appeal. The parties may agree to appeal a Level Two decision directly to Arbitration.

D. Level Four: Arbitration:

- 1) Within ten (10) days, if the grievant is not satisfied with the disposition of their grievance at Level Two or Level Three, whichever hears the grievance, they shall file their notice of intent with the Union and the Board to appeal the grievance to arbitration. The Union, within fifteen (15) days of receipt of such request, shall advise the District in writing if they intend to arbitrate the grievance.
- 2) Within ten (10) days after such notice or intent, the Board and the grievant and/or their representative, unless they can mutually agree to an arbitrator, shall request a list of arbitrators from the Employment Relations Board (ERB).
- 3) The parties shall then be bound by the rules and procedures of the Employment Relations Board (ERB) provided, however, that the issues in dispute will be submitted to the arbitrator in a formal submission agreement. Expedited rules of the Employment Relations Board (ERB) may be used by mutual agreement of the parties.
- 4) The arbitrator shall not have the power or authority to amend, modify, alter, add to, or subtract from this Agreement.
- 5) The decision and award of the arbitrator shall be final and binding on the parties.
- 6) The Union and the District shall equally share the cost of the arbitrator's fee and expenses.

14.5 Complaint Procedure:

A complaint is a negative remark or criticism made against an employee by a student, parent, or patron. It is the intent of this Agreement to provide a procedure which will handle such complaints expeditiously and fairly. If a complaint is not signed by the complainant, it shall be dropped without prejudice except in mandatory reporting and harassment/bullying complaints. However, a complaint may be processed through the grievance procedure of this Agreement up to and including Level Two.

Except as specified in Article 14.5.F below, formal written complaints shall be processed as follows:

- A. The District will provide the employee with a copy of the signed complaint within five (5) working days of the District's receipt of the complaint.
- B. The employee, with the assistance of immediate supervisor, will attempt to resolve the matter informally. However, if a meeting between the complainant and the employee is to be held, the supervisor will, prior to the meeting, meet with the employee and discuss ways of handling the situation.
- C. The employee has the right to representation at any investigatory meeting from which disciplinary action may reasonably result.
- D. Complaints which are not discussed within five (5) working days of the receipt of the written complaint (unless postponed by mutual agreement by the District and Association) shall not be used in evaluations or in any disciplinary action.
- E. If corrective action includes discipline, such action will be with just cause.
- F. For complaints alleging child abuse or sexual misconduct, point two above will not apply. Point one will be held in abeyance while an outside police or DHS investigation is ongoing, and the District is required by law enforcement not to notify the employee.
- G. When one employee files a formal written complaint against another employee, that complaint will be forwarded to the Department of Human Resources for action.

Article 15 - Discharge and Discipline

The District may suspend, demote, terminate, or otherwise discipline post-probationary employees for just cause. The parties agree that the general principals of progressive discipline are to be used when considering disciplinary action.

15.1 Written Notice to Appear:

Whenever any classified employee is required to appear before the Superintendent or designee concerning any matter which would be made a matter of record and could adversely affect the continuation of the employee in their, position or employment, or the wages or any increments pertaining thereto, then they shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union or legal counsel present to advise them and represent them during such meeting or interview. Prior to the imposition of any discipline, the Union shall have full rights to complete discovery of evidence and any information, witness names and statements used by the District as the basis for discipline.

15.2 Performance Plan:

In the event of unsatisfactory performance, the following procedure will be followed:

- A. The supervisor shall conduct a conference with the employee and the Union representative.
- B. The employee will be informed of:
 - 1) The deficiencies noted in their performance.
 - 2) Suggestions on how the employee can improve.
 - 3) The specified number of days given to correct the deficiencies.
 - 4) Possible consequences for failure to improve the deficiencies.
- C. If the employee is placed on a formal Plan of Assistance for Improvement, it shall be for no less than four (4) consecutive workweeks and shall specify assistance the District will offer and set forth a schedule of meeting dates to evaluate progress and address any further needs for assistance. Extensions to the Plan of Assistance for Improvement may be mutually agreed to by the parties. Failure to successfully complete a Plan of Assistance for Improvement may lead to adverse personnel action including involuntary transfer, assignment to a different position, or termination for non-conduct related performance.

15.3 Misconduct:

Non-probationary classified employees shall not be disciplined or discharged without just cause. The following are examples of, but not the only, causes for discipline and/or discharge:

- A. Failure to fulfill their responsibility as an employee.
- B. Improper contact with a student.
- C. Conduct which is a hindrance to the effective performance of District functions.
- D. Theft.

- E. Use of or being under the influence of alcohol or controlled substances.
- F. Insubordination.
- G. Conviction of a crime including distribution, sale or possession of alcohol or illegal drugs, being under the influence of same, or illegal conduct with relation to minors.

Discipline or discharge for just cause is limited to the following:

- A. Oral reprimand
- B. Written reprimand
- C. Demotion
- D. Suspension
- E. Dismissal

If a department head or other supervisor has reason to discipline an employee, they shall make all possible efforts to impose such discipline in a manner that will not embarrass or humiliate the employee.

In the event the District determines the nature of the misconduct is so severe as to warrant immediate suspension, the District will suspend the employee with pay pending an investigation into possible misconduct. Ordinarily the District shall complete its investigation within fifteen (15) working days and a determination made regarding any disciplinary action. Disciplinary action involving suspension without pay, demotion, or termination shall become effective on the date of formal notification from the Superintendent or designee.

Any disciplinary action imposed upon an employee, may be grieved only through the grievance procedure in this Agreement.

15.4 **Drug Testing:**

The parties recognize the importance to the District, to employees, and to the students and patrons of the District that the workforce remains free of the effects of illegal drugs or controlled substances on the job. The District has the right to conduct drug testing under the following circumstances:

- A. The District may require an employee to submit to drug testing if there is a reasonable suspicion¹ to believe that the employee may be under the influence of alcohol, illegal or controlled substances. Only supervisors or managers trained in detecting the signs and symptoms of drug use and/or the misuse of alcohol, illegal, and controlled substances may determine if reasonable suspicion exists. A written record of the observations leading to a reasonable suspicion test must be made and within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier. Testing may only be done at a laboratory accredited by the State of Oregon or the U.S. Department of Health and Human Services. All tests shall be split sample tests. Strict chain of evidence procedures shall be utilized. The employee shall be transported to the laboratory by the supervisor or manager of the District who determined that reasonable suspicion existed. The employee shall be offered the right to be accompanied by a Union representative and no questioning of the employee shall be permitted. Refusal to submit to testing shall be considered the equivalent of a confirmed positive test result.

- B. An employee's first confirmed positive test may be cause for discipline but shall not be cause for termination, provided the employee agrees to participate in a treatment program as recommended by the employee's medical practitioner, successfully completes such program as well as any recommended follow-up, which may include a requirement of random testing, and provides whatever authorization is necessary to permit the District to verify compliance with the above. The employee is responsible for the costs of the treatment program if the cost of the program is not covered by the employee's health insurance. Said employee must submit to a fitness for duty exam before returning to work.
- C. The Director of Human Resources will be the recipient of all results. The District will receive pass or fail results only. Employees who wish to challenge the accuracy of a positive result on the drug test may request that the test be repeated. The original specimen will be utilized for retesting. Requests for retesting must be submitted in writing to the Human Resources office within two (2) working days of notification of a positive test result. Use of a Medical Review Officer (MRO) who is a licensed Physician in Oregon will validate sample results. If the drug testing inadvertently reveals that the employee may be taking medication for the treatment of a disability, this information will not be used by the District in a discriminatory manner and shall be subject to medical record keeping requirements.
- D. An employee's second positive test result may be grounds for discipline up to discharge.
- E. The District has a right to test employees pursuant to regulations issued by the Department of Transportation.

15.5 Dock Day:

Dock days beyond the employee's accrued leave shall not be permitted without prior approval by the Director of Human Resources. Leave will be granted or denied on a case-by-case basis based upon the facts and the extenuating circumstances necessitating the leave request. Failure to receive prior approval for a dock day may result in disciplinary action.

15.6 Supervisor Training:

The District will continue to provide classified management supervisors with supervisory training through the programs sponsored by the District, Bureau of Labor and Industries (BOLI), OSEA or other agencies.

¹*Footnote: Reasonable Suspicion - a particularized and objective basis, supported by specific and articulable facts, for suspecting a person of criminal activity.*

Article 16 - Strike – No Lockout

- 16.1 During the life of this Agreement, as provided in Article 1, the Association and its members, as individuals or as a group, will not initiate, cause, permit, participate in or join in any strike, stoppage, slowdown, picketing, or other restrictions of work at the District's premises. Lockouts, strikes, stoppages, slowdowns, picketing, or other restrictions of work will be a violation of this Agreement, and disciplinary action, including discharge, may be taken against any person or persons engaged in such a violation. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.
- 16.2 The Union, its officers, agents and any of the employees covered by this Agreement shall not be prohibited from showing union solidarity by displaying items on their person or on bulletin boards designated for union use that are not derogatory to the District. Such displays shall not disrupt District operations, nor shall students and/or parents be enlisted to participate in such activities.
- 16.3 The exception to Section 16.1 is that a strike would not be in violation of this Agreement if settlement is not reached on those articles reopened for negotiation under the provisions of Article 1 of this Agreement.
- 16.4 In the event of a strike, stoppage, picketing, or other restrictions of work or school functions in any form, either on the basis of individual or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate and orderly return to the job. This obligation shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage, or by whether such subject matter is or is not subject to the Agreement and provisions of this Agreement. There will be no lockout of the employees by the District as a consequence of any dispute arising during the term of this Agreement.
- 16.5 In the event that any employee(s) in the bargaining unit violate Article 16.1, the District shall serve notice to the Union and the employee or employees of the violation. The Union, upon notification, shall immediately notify any and all such employees individually to cease and desist from such action, shall order each employee immediately to return to that employee's regular duties, and promptly notify the District the employees have been so ordered. Employees not returning promptly to work after notice may be discharged or otherwise disciplined.

Article 17 - Existing Conditions

- 17.1 The Board shall notify the Association prior to making any changes in District policy which has any direct effect on classified employees prior to initiating such policy or procedures. The purpose of this notice shall be to allow for the Board's consideration of any concerns established by the Association but shall not limit or restrict the authority of the Board from making such decisions.

Article 18 - Standards of Conduct

Article 18.1 is not subject to the grievance procedure of this Agreement, nor is it contestable under any condition except as stated in this Article.

18.1 The District and the Association mutually encourage a professional and ethical approach to working relationships that will maintain the self-respect of employees. Any criticism or reprimand regarding an employee's job performance should be expressed in confidence and not in the presence of students, the public, or other District employees except in cases where such communication is unavoidable. Concerns regarding this article may be relayed to the Superintendent in written form from the president or representative of the Association.

18.2 **Personal Freedom:**

Except as it may affect school functions or employee work performance, an employee's private, personal lifestyle is not an appropriate concern of the Board.

18.3 **Tobacco, Alcohol, and Illicit Drugs:**

- A. For classified staff, personal use of tobacco products shall be prohibited on all District property and in District owned vehicles.
- B. The manufacturing, distribution, dispensing and/or use of alcohol or illicit drugs by classified staff is prohibited while on District property, during work hours (including meal periods), during breaks and while assigned to extra-duty positions or special projects and activities, including those held after or in addition to regular school hours.

Article 19 – Nondiscrimination

19.1 Nondiscrimination:

The Association and the District agree that they shall not discriminate against any employee covered by this Agreement because of age, race, color, religion, sex, national origin, gender identity, sexual orientation, marital or family status, physical or mental disability, military status, membership or non-membership in the Association. A grievance over this article may not be carried through arbitration.

Article 20 – Contracting Out

20.1 If the District is contemplating possible contracting out, the District will give the Union a minimum of 120 calendar days notice prior to the Board Meeting at which the decision will be made. If the Board decides to move ahead with contracting out, the District will comply with ORS 243.698, requiring Association demand to bargain within 14 calendar days and a total 90 day period of bargaining from the date of the Board's intent to move forward.

20.2 Contracting Out:

For the life of the Agreement, the District shall not contract out any bargaining unit work, except with agreement from the Association.

A. Exceptions:

- 1) Specialized contractors may be utilized to perform work requiring state or federal licensure which no bargaining unit employee possesses.
- 2) The District may utilize outside contractors to supplement bargaining unit employees where temporary workload issues exist or for special projects.
- 3) The District may utilize outside contractors while the District attempts to fill a vacant bargaining unit position.

Article 21 – Reclassification

21.1 New job classifications are not subject to the process below but are created through the regular bargaining process or interim bargaining process where the financial impact is also bargained.

21.2 Definitions:

A. **Reclassification**

Movement by an employee from one job classification to a different job classification on the salary schedule. Reclassifications occur when assigned duties and responsibilities of a job change and are better defined by an existing classification.

B. **Reclassification Committee**

The Reclassification Committee is constituted for the purpose of reviewing reclassification requests made by individual employees of the District. The committee shall be a standing committee with members having staggered three-year terms. The Association president and the District shall each appoint their own representatives to the committee. The committee is to be established by September 1 of each year. The committee shall be comprised of three (3) administrators and three (3) classified employees. Members of the committee will have staggered three (3) -year terms.

No person shall serve more than three (3) years on this committee in any five (5) year period.

21.3 **Reclassification Request:**

Any employee or District administrator who believes the assigned duties and responsibilities of a job have changed sufficiently so as to justify reclassification, may submit a letter of request for job reclassification to the Human Resources Director. Such requests shall summarize the major changes that have initiated the request and must include the specific duties now assigned that were not assigned previously.

In the interest of employees having access to reclassification in the most direct and timely manner, the District agrees to give notice to the Association that a request for reclassification has been received and is under consideration for administrative approval. The Association will have five (5) days in which to provide written input. After five (5) days, the application for reclassification will continue through the process stated below.

Evaluation of reclassification requests by the Human Resources Director may include interviews with employees and their administrators. After this evaluation, one of the following will occur:

- A. A recommendation for reclassification will be submitted to the Superintendent for their consideration. If the reclassification request is approved by the Superintendent, it shall be effective on the date of such approval.
- B. The request will be submitted to the Reclassification Committee for consideration. The Reclassification Committee shall meet and review the reclassification request within one (1) month of its submission to the Reclassification Committee. The committee shall provide written findings and a recommendation to the District Superintendent and the employee as to the disposition of the reclassification request within three (3) months of its receipt.
- C. The employee(s) making the request will be notified if the request has been denied and not submitted for further consideration (i.e. the request does not fit the definition of reclassification).

21.4 **Superintendent Review:**

The Superintendent will reach a decision, which may be to accept, accept with modification, or reject the committee's proposal, within fifteen (15) business days from the date the committee's findings and recommendations were delivered to the Superintendent. Only a denial by the Superintendent may be grieved.

Article 22 – Safety

22.1 Workplace Safety

- A. The District and the Association agree to work together to discuss and problem solve concerns regarding workplace safety. These topics shall be a standing agenda item for the monthly Labor Management Committee meetings. These meetings shall be suspended during a successor or reopener bargaining until that bargaining is complete.

Roseburg Public Schools
Appendix A: Classified Employees' Hourly Rate Schedule
2021-2022

Librarian Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Library Assistant	\$13.60	\$14.17	\$14.76	\$15.38	\$16.02	\$16.70
Library Support Specialist	\$15.67	\$16.34	\$17.02	\$17.74	\$18.50	\$19.28
Media Technology Specialist	\$15.67	\$16.34	\$17.02	\$17.74	\$18.50	\$19.28
Elementary Associate Librarian (HQ Req.)	\$16.57	\$17.26	\$18.00	\$18.77	\$19.56	\$20.40
Secondary Associate Librarian (HQ Req.)	\$16.72	\$17.43	\$18.18	\$18.93	\$19.76	\$20.58

Maintenance Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Maintenance General	\$18.71	\$19.50	\$20.34	\$21.20	\$22.10	\$23.06
Maintenance Specialized	\$22.32	\$23.29	\$24.28	\$25.33	\$26.45	\$27.63
Maintenance Journeyman	\$25.47	\$26.46	\$27.49	\$28.58	\$29.72	\$30.91
Maintenance Lead Journeyman	\$27.34	\$28.43	\$29.56	\$30.73	\$31.97	\$33.26

Office Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Assistant	\$12.80	\$13.32	\$13.88	\$14.45	\$15.06	\$15.71
School Assistant	\$12.80	\$13.32	\$13.88	\$14.45	\$15.06	\$15.71
Secretary	\$14.47	\$15.09	\$15.73	\$16.39	\$17.08	\$17.81
Assistant Accounting Clerk	\$14.47	\$15.09	\$15.73	\$16.39	\$17.08	\$17.81
Data Support Specialist	\$15.82	\$16.48	\$17.19	\$17.92	\$18.68	\$19.48
Accounting Clerk	\$14.88	\$15.50	\$16.16	\$16.85	\$17.56	\$18.30
Office Manager	\$16.83	\$17.53	\$18.28	\$19.07	\$19.87	\$20.73
Administrative Assistant	\$17.13	\$17.86	\$18.62	\$19.42	\$20.25	\$21.10

Security Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Campus Monitor	\$12.80	\$13.32	\$13.88	\$14.45	\$15.06	\$15.71
Attendance Monitor	\$15.14	\$15.77	\$16.43	\$17.13	\$17.85	\$18.62
Security Officer	\$17.95	\$18.72	\$19.51	\$20.35	\$21.23	\$22.12

Warehouse Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Warehouse/Deliveryman	\$15.14	\$15.77	\$16.43	\$17.13	\$17.85	\$18.62
Warehouse Lead	\$16.54	\$17.24	\$17.97	\$18.75	\$19.53	\$20.37

Roseburg Public Schools
Appendix A: Classified Employees' Hourly Rate Schedule
2021-2022

Computer System Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Computer Lab Specialist	\$15.82	\$16.48	\$17.19	\$17.92	\$18.68	\$19.48
Building Technology Support Specialist	\$20.17	\$21.02	\$21.92	\$22.85	\$23.85	\$24.88
District Technology Support Specialist	\$22.61	\$23.59	\$24.60	\$25.66	\$26.82	\$28.01
Information Services Specialist	\$23.81	\$24.85	\$25.92	\$27.07	\$28.30	\$29.57
District Network Support Specialist	\$24.13	\$25.18	\$26.28	\$27.46	\$28.69	\$29.98

Custodial Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian	\$15.25	\$15.89	\$16.54	\$17.24	\$17.97	\$18.75
Groundskeeper	\$15.82	\$16.48	\$17.19	\$17.92	\$18.68	\$19.48
Site Operator 1	\$16.54	\$17.24	\$17.97	\$18.75	\$19.53	\$20.37
Site Operator 2	\$17.18	\$17.91	\$18.67	\$19.47	\$20.30	\$21.17
Site Operator 3	\$20.16	\$21.01	\$21.91	\$22.84	\$23.83	\$24.87

Educational Support Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Instructional Assistant I (HQ Required)	\$13.97	\$14.55	\$15.16	\$15.80	\$16.46	\$17.17
Instructional Assistant II (HQ Required)	\$14.25	\$14.82	\$15.43	\$16.08	\$16.74	\$17.44
Instructional Assistant III (HQ Required)	\$14.53	\$15.14	\$15.77	\$16.43	\$17.13	\$17.86
Vocational Specialist	\$14.59	\$15.19	\$15.82	\$16.48	\$17.19	\$17.92
Skills Trainer	\$14.59	\$15.19	\$15.82	\$16.48	\$17.19	\$17.92
Childcare Provider	\$13.39	\$13.95	\$14.54	\$15.15	\$15.79	\$16.45
Lead Childcare Provider	\$14.59	\$15.19	\$15.82	\$16.48	\$17.19	\$17.92

Food Services Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Food Service Assistant	\$12.50	\$13.06	\$13.65	\$14.26	\$14.90	\$15.57
Food Service Elementary Lead	\$13.51	\$14.07	\$14.66	\$15.27	\$15.91	\$16.58
Food Service Secondary Lead	\$14.11	\$14.70	\$15.32	\$15.96	\$16.63	\$17.33
Food Service High School Lead	\$14.88	\$15.50	\$16.16	\$16.85	\$17.56	\$18.30

21-22 Increase: \$1 or 4% (minimum wage \$12.00)
 22-23 Increase: 3% (minimum wage \$12.50)
 23-24 Increase: 2% (minimum wage \$13.00, maybe)

Roseburg Public Schools
Appendix B: Classified Employees' Hourly Rate Schedule
2022-2023

Librarian Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Library Assistant	\$14.01	\$14.60	\$15.20	\$15.84	\$16.50	\$17.20
Library Support Specialist	\$16.14	\$16.83	\$17.53	\$18.27	\$19.06	\$19.86
Media Technology Specialist	\$16.14	\$16.83	\$17.53	\$18.27	\$19.06	\$19.86
Elementary Associate Librarian (HQ Req.)	\$17.07	\$17.78	\$18.54	\$19.33	\$20.15	\$21.01
Secondary Associate Librarian (HQ Req.)	\$17.22	\$17.95	\$18.73	\$19.50	\$20.35	\$21.20

Maintenance Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Maintenance General	\$19.27	\$20.09	\$20.95	\$21.84	\$22.76	\$23.75
Maintenance Specialized	\$22.99	\$23.99	\$25.01	\$26.09	\$27.24	\$28.46
Maintenance Journeyman	\$26.23	\$27.25	\$28.31	\$29.44	\$30.61	\$31.84
Maintenance Lead Journeyman	\$28.16	\$29.29	\$30.44	\$31.65	\$32.93	\$34.26

Office Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Assistant	\$13.18	\$13.72	\$14.30	\$14.88	\$15.51	\$16.18
School Assistant	\$13.18	\$13.72	\$14.30	\$14.88	\$15.51	\$16.18
Secretary	\$14.90	\$15.54	\$16.20	\$16.88	\$17.59	\$18.34
Assistant Accounting Clerk	\$14.90	\$15.54	\$16.20	\$16.88	\$17.59	\$18.34
Data Support Specialist	\$16.29	\$16.97	\$17.71	\$18.46	\$19.24	\$20.06
Accounting Clerk	\$15.33	\$15.97	\$16.64	\$17.36	\$18.09	\$18.85
Office Manager	\$17.33	\$18.06	\$18.83	\$19.64	\$20.47	\$21.35
Administrative Assistant	\$17.64	\$18.40	\$19.18	\$20.00	\$20.86	\$21.73

Security Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Campus Monitor	\$13.18	\$13.72	\$14.30	\$14.88	\$15.51	\$16.18
Attendance Monitor	\$15.59	\$16.24	\$16.92	\$17.64	\$18.39	\$19.18
Security Officer	\$18.49	\$19.28	\$20.10	\$20.96	\$21.87	\$22.78

Warehouse Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Warehouse/Deliveryman	\$15.59	\$16.24	\$16.92	\$17.64	\$18.39	\$19.18
Warehouse Lead	\$17.04	\$17.76	\$18.51	\$19.31	\$20.12	\$20.98

Roseburg Public Schools
Appendix B: Classified Employees' Hourly Rate Schedule
2022-2023

Computer System Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Computer Lab Specialist	\$16.29	\$16.97	\$17.71	\$18.46	\$19.24	\$20.06
Building Technology Support Specialist	\$20.78	\$21.65	\$22.58	\$23.54	\$24.57	\$25.63
District Technology Support Specialist	\$23.29	\$24.30	\$25.34	\$26.43	\$27.63	\$28.85
Information Services Specialist	\$24.52	\$25.60	\$26.70	\$27.88	\$29.15	\$30.45
District Network Support Specialist	\$24.85	\$25.94	\$27.07	\$28.28	\$29.55	\$30.88

Custodial Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian	\$15.71	\$16.37	\$17.04	\$17.76	\$18.51	\$19.31
Groundskeeper	\$16.29	\$16.97	\$17.71	\$18.46	\$19.24	\$20.06
Site Operator 1	\$17.04	\$17.76	\$18.51	\$19.31	\$20.12	\$20.98
Site Operator 2	\$17.70	\$18.45	\$19.23	\$20.05	\$20.91	\$21.81
Site Operator 3	\$20.76	\$21.64	\$22.57	\$23.53	\$24.54	\$25.62

Educational Support Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Instructional Assistant I (HQ Required)	\$14.39	\$14.99	\$15.61	\$16.27	\$16.95	\$17.69
Instructional Assistant II (HQ Required)	\$14.68	\$15.26	\$15.89	\$16.56	\$17.24	\$17.96
Instructional Assistant III (HQ Required)	\$14.97	\$15.59	\$16.24	\$16.92	\$17.64	\$18.40
Vocational Specialist	\$15.03	\$15.65	\$16.29	\$16.97	\$17.71	\$18.46
Skills Trainer	\$15.03	\$15.65	\$16.29	\$16.97	\$17.71	\$18.46
Childcare Provider	\$13.79	\$14.37	\$14.98	\$15.60	\$16.26	\$16.94
Lead Childcare Provider	\$15.03	\$15.65	\$16.29	\$16.97	\$17.71	\$18.46

Food Services Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Food Service Assistant	\$12.88	\$13.45	\$14.06	\$14.69	\$15.35	\$16.04
Food Service Elementary Lead	\$13.92	\$14.49	\$15.10	\$15.73	\$16.39	\$17.08
Food Service Secondary Lead	\$14.53	\$15.14	\$15.78	\$16.44	\$17.13	\$17.85
Food Service High School Lead	\$15.33	\$15.97	\$16.64	\$17.36	\$18.09	\$18.85

21-22 Increase: \$1 or 4% (minimum wage \$12.00)
 22-23 Increase: 3% (minimum wage \$12.50)
 23-24 Increase: 2% (minimum wage \$13.00, maybe)

Roseburg Public Schools
Appendix C: Classified Employees' Hourly Rate Schedule
2023-2024

Librarian Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Library Assistant	\$14.29	\$14.89	\$15.51	\$16.16	\$16.83	\$17.55
Library Support Specialist	\$16.46	\$17.17	\$17.88	\$18.64	\$19.44	\$20.26
Media Technology Specialist	\$16.46	\$17.17	\$17.88	\$18.64	\$19.44	\$20.26
Elementary Associate Librarian (HQ Req.)	\$17.41	\$18.13	\$18.91	\$19.72	\$20.55	\$21.43
Secondary Associate Librarian (HQ Req.)	\$17.57	\$18.31	\$19.10	\$19.89	\$20.76	\$21.62

Maintenance Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Maintenance General	\$19.66	\$20.49	\$21.37	\$22.27	\$23.22	\$24.23
Maintenance Specialized	\$23.45	\$24.47	\$25.51	\$26.61	\$27.79	\$29.03
Maintenance Journeyman	\$26.76	\$27.80	\$28.88	\$30.03	\$31.23	\$32.47
Maintenance Lead Journeyman	\$28.73	\$29.87	\$31.05	\$32.29	\$33.59	\$34.94

Office Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Assistant	\$13.45	\$13.99	\$14.58	\$15.18	\$15.82	\$16.50
School Assistant	\$13.45	\$13.99	\$14.58	\$15.18	\$15.82	\$16.50
Secretary	\$15.20	\$15.85	\$16.53	\$17.22	\$17.94	\$18.71
Assistant Accounting Clerk	\$15.20	\$15.85	\$16.53	\$17.22	\$17.94	\$18.71
Data Support Specialist	\$16.62	\$17.31	\$18.06	\$18.83	\$19.63	\$20.47
Accounting Clerk	\$15.63	\$16.28	\$16.98	\$17.70	\$18.45	\$19.23
Office Manager	\$17.68	\$18.42	\$19.20	\$20.03	\$20.88	\$21.78
Administrative Assistant	\$18.00	\$18.76	\$19.56	\$20.40	\$21.27	\$22.17

Security Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Campus Monitor	\$13.45	\$13.99	\$14.58	\$15.18	\$15.82	\$16.50
Attendance Monitor	\$15.91	\$16.57	\$17.26	\$18.00	\$18.75	\$19.56
Security Officer	\$18.86	\$19.67	\$20.50	\$21.38	\$22.30	\$23.24

Warehouse Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Warehouse/Deliveryman	\$15.91	\$16.57	\$17.26	\$18.00	\$18.75	\$19.56
Warehouse Lead	\$17.38	\$18.11	\$18.88	\$19.70	\$20.52	\$21.40

Roseburg Public Schools
Appendix C: Classified Employees' Hourly Rate Schedule
2023-2024

Computer System Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Computer Lab Specialist	\$16.62	\$17.31	\$18.06	\$18.83	\$19.63	\$20.47
Building Technology Support Specialist	\$21.19	\$22.08	\$23.03	\$24.01	\$25.06	\$26.14
District Technology Support Specialist	\$23.75	\$24.78	\$25.84	\$26.96	\$28.18	\$29.42
Information Services Specialist	\$25.01	\$26.11	\$27.23	\$28.44	\$29.73	\$31.06
District Network Support Specialist	\$25.35	\$26.45	\$27.61	\$28.85	\$30.15	\$31.50

Custodial Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian	\$16.02	\$16.69	\$17.38	\$18.11	\$18.88	\$19.70
Groundskeeper	\$16.62	\$17.31	\$18.06	\$18.83	\$19.63	\$20.47
Site Operator 1	\$17.38	\$18.11	\$18.88	\$19.70	\$20.52	\$21.40
Site Operator 2	\$18.05	\$18.82	\$19.61	\$20.46	\$21.33	\$22.24
Site Operator 3	\$21.18	\$22.07	\$23.02	\$24.00	\$25.04	\$26.13

Educational Support Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Instructional Assistant I (HQ Required)	\$14.68	\$15.29	\$15.93	\$16.60	\$17.29	\$18.04
Instructional Assistant II (HQ Required)	\$14.97	\$15.57	\$16.21	\$16.89	\$17.59	\$18.32
Instructional Assistant III (HQ Required)	\$15.27	\$15.91	\$16.57	\$17.26	\$18.00	\$18.76
Vocational Specialist	\$15.33	\$15.96	\$16.62	\$17.31	\$18.06	\$18.83
Skills Trainer	\$15.33	\$15.96	\$16.62	\$17.31	\$18.06	\$18.83
Childcare Provider	\$14.07	\$14.66	\$15.28	\$15.92	\$16.59	\$17.28
Lead Childcare Provider	\$15.33	\$15.96	\$16.62	\$17.31	\$18.06	\$18.83

Food Services Group						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Food Service Assistant	\$13.13	\$13.72	\$14.34	\$14.98	\$15.65	\$16.36
Food Service Elementary Lead	\$14.19	\$14.78	\$15.40	\$16.04	\$16.72	\$17.42
Food Service Secondary Lead	\$14.82	\$15.44	\$16.10	\$16.77	\$17.47	\$18.21
Food Service High School Lead	\$15.63	\$16.28	\$16.98	\$17.70	\$18.45	\$19.23

21-22 Increase: \$1 or 4% (minimum wage \$12.00)
 22-23 Increase: 3% (minimum wage \$12.50)
 23-24 Increase: 2% (minimum wage \$13.00, maybe)