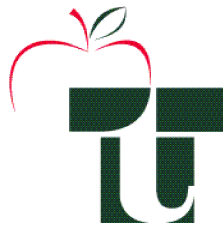


COLLECTIVE BARGAINING AGREEMENT

**BETWEEN
TIGARD-TUALATIN
SCHOOL DISTRICT 23J**



AND

**OREGON SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 51**



July 1, 2022 to June 30, 2025

Table of Contents

ARTICLE 1: RECOGNITION	1
ARTICLE 2: DISTRICT RIGHTS	3
ARTICLE 3: OSEA RIGHTS	4
ARTICLE 4: OSEA DUES AND EMPLOYEE INFORMATION	7
ARTICLE 5: LABOR MANAGEMENT COMMITTEE	8
ARTICLE 6: GRIEVANCE PROCEDURES	9
ARTICLE 7: EVALUATION AND PLANS OF ASSISTANCE	12
ARTICLE 8: LETTER OF INSTRUCTION	13
ARTICLE 9: RESIGNATION, DISCIPLINE AND DISCHARGE	14
ARTICLE 10: WORK DAY	16
ARTICLE 11: TRANSPORTATION	19
ARTICLE 12: EMERGENCY CLOSURE	20
ARTICLE 13: LAYOFF AND RECALL PROCEDURES	21
ARTICLE 14: PERSONNEL FILES	25
ARTICLE 15: POSTING, ASSIGNMENT AND TRANSFERS	26
ARTICLE 16: EXPERIENCE CREDIT	28
ARTICLE 17: JOB DESCRIPTION, REVIEW AND RECLASSIFICATION	29
ARTICLE 18: SAFE WORKING CONDITIONS	31
ARTICLE 19: PROFESSIONAL GROWTH	32
ARTICLE 20: HOLIDAYS	34
ARTICLE 21: VACATION LEAVE	35
ARTICLE 22: SICK LEAVE	37
ARTICLE 23: PAID LEAVES	40
ARTICLE 24: UNPAID LEAVES	43
ARTICLE 25: INSURANCE BENEFITS	45
ARTICLE 26: SALARY	48
ARTICLE 27: EXEMPT EMPLOYEES	51
ARTICLE 28: FUNDING CLAUSE	52
ARTICLE 29: NO STRIKE AND LOCKOUT PROVISION	53
ARTICLE 30: DURATION AND EFFECT OF AGREEMENT	54
ARTICLE 31: TRANSLATION	55

ARTICLE 32: EXECUTION AND SIGNATURE	57
APPENDIX A: CLASSIFICATION CHART	58
APPENDIX B: SALARY SCHEDULES	61
INDEX	65

ARTICLE 1: RECOGNITION

- 1.1 The Tigard-Tualatin School District recognizes the Oregon School Employees Association, Chapter 51, as the sole and exclusive bargaining representative for all regular classified employees except the following specifically excluded employees:
 - 1.1.1 Substitutes – Except as described below
 - 1.1.2 Managerial Employees
 - 1.1.3 Confidential Employees
 - 1.1.4 Temporary Employees – Except as described below
 - 1.1.5 Less than twenty (20) hour per week employees
 - 1.1.6 At-will employees
- 1.2 **Regular classified employee** shall be defined as an employee working twenty (20) hours or more per week in a classified position that is recognized by the Tigard-Tualatin School District and included in the official list of job titles.
 - 1.2.1 **Probationary employee** shall be defined as an employee who has been employed with the District for a period of ninety (90) work days or less.
 - 1.2.2 **Non-probationary employee** is an employee who has successfully completed his or her probationary period and has been assigned non-probationary status.
- 1.3 **Temporary employee:** Temporary employee refers to a person hired to do temporary work for up to one (1) calendar year or less. Temporary employees will begin receiving benefits after being in a position for sixty-five (65) consecutive workdays.
 - 1.3.1 Temporary work means one of the following:
 - 1.3.1.1 Intermittent or one-time duties or tasks including: work requiring specialized training, knowledge, skills or abilities not present in the work force or for which no qualified unit member is available to perform.
 - 1.3.1.2 Work traditionally performed by workers outside the bargaining unit(e.g., summer work, community service assigned by the courts, student work, etc.)
 - 1.3.1.3 An employee hired to replace a bargaining unit member who is on leave for up to one (1) entire year.
 - 1.3.1.4 Work of a type ordinarily performed by employees but which cannot be completed by available staff due to a seasonal or temporary increase in the workload.
 - 1.3.2 The Association and the District agree that an employee may be assigned temporary hours for up to one year, to handle overloads. These temporary hours will not be continued into the following year. The employee will receive appropriate benefits on the temporary hours if they are assigned more than sixty-five (65) work days.

- 1.3.3 A Temporary employee is hired for one (1) year or less, and therefore is not eligible for step increases.
- 1.4 **Substitute employees** refers to persons used to fill in for employees who may be absent or are on an approved leave.
 - 1.4.1 Substitute assignments to a position vacated due to transfer, termination, or resignation shall not exceed thirty (30) consecutive workdays in any given department.
 - 1.4.2 Substitute employees will be paid at the prevailing classified substitute rate which is established by the District each year.
 - 1.4.3 Substitute employees are not eligible for any of the contractual benefits described in this agreement.

ARTICLE 2: DISTRICT RIGHTS

- 2.1 It is recognized that, except as expressly provided in this Agreement, the District shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the District in all of its various aspects. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial rights include:
- 2.1.1 The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close facilities;
 - 2.1.2 The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
 - 2.1.3 The determination of management, supervisory or administrative organization of each school or facility in the system and the decisions of employees for promotion to supervisory, management or administrative positions;
 - 2.1.4 The maintenance of discipline and control and use of the school system, property and facilities;
 - 2.1.5 The determination of safety, health and property protection measures where legal responsibility of the Board or another governmental unit is involved;
 - 2.1.6 The right 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;
 - 2.1.7 The creation, combination, modification or elimination of any classified position;
 - 2.1.8 The determination of the size of the work force, the allocation and assignment of work to employees, the establishment of quality standards and judgment of employee performance.
 - 2.1.9 **The Requirement for Medical Examination:** If the District believes the employee is not able to perform the work responsibilities assigned to the employee's job classification due to physical or other inability, the District has the right to require a medical examination at the expense of the District.
- 2.2 The District acknowledges that classified employees are valuable members of the District work force and also acknowledges its duty to bargain in good faith regarding the impact on any employees affected by a decision to subcontract work performed by a bargaining unit member. The District will not execute a subcontract until such time as OSEA has been notified of the decision and its probable impact and the impact on employees affected by the subcontract has been bargained.

ARTICLE 3: OSEA RIGHTS

- 3.1 OSEA shall represent all classified employees in the school district within the bargaining unit equally and without discrimination.
- 3.2 An employee may be accompanied by an OSEA representative of their choice for any meeting with a district supervisor which may result in disciplinary action.
- 3.3 School facilities may be used for OSEA meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with normal school operations, special meetings or classes, and provided that such building use is scheduled through the District's Operations Department. Such meetings will be subject to Board Policy, Community Use of School Facilities KG – KGF and the administrative regulations implementing those policies. No charge will be made for the room however any direct costs to the District as a result of the meeting shall be reimbursed by OSEA. Some examples of direct costs are: telephone charges, copy charges and office supplies.
- 3.4 OSEA may have the right to reasonable use of the office equipment such as computers, copy machines, district email and audio-visual equipment for preparing negotiations materials, notices of OSEA meetings and for the dissemination of information (excluding political advocacy) from OSEA to its members. Such equipment may be used only by qualified operators with prior approval of the building administrator when such equipment is not otherwise in use. OSEA shall pay for reasonable costs for all materials and supplies incidental to the use and any repairs required thereof. OSEA shall pay the cost of materials requested to the Print Shop for printing. Materials printed on any equipment shall not be detrimental to community-district classified employee relations nor defaming to any individual as judged by the District. OSEA acknowledges that the Computer Management Information System, the Wide Area Network and the data contained therein are the property of Tigard-Tualatin School District. Access to the data will be allowed according to the procedures described in the paragraph below.
- 3.5 Reports needed by the Association to allow them to function and fairly represent classified employees will be provided to the Association in accordance with law. Other information that is contained in reports normally generated by the District and not classified as confidential under Oregon law will be made available at no cost. If information, not of the type described above, is needed by the Association, a request to the Director of Human Resources will be made at least three (3) days in advance. If staff time is required for the generation of requested reports, the Association will be billed accordingly.

The District will provide to the OSEA chapter president and secretary a complete seniority list of all bargaining unit members including name, address, telephone number, date of hire, job classification and rate of pay every 120 days.
- 3.6 The District shall provide OSEA with reasonable bulletin board space for the use of OSEA in communicating with employees. OSEA shall limit its posting of notices and bulletins to such bulletin boards. All posting of notices and bulletins by OSEA shall be factual in nature and shall be signed and dated by any authorized association representative.
- 3.7 **Association Business Rights:** Will be administered pursuant to ORS 243.796 to 243.806.

3.7.1 Time for Association Business: The District shall allow designated union representatives to engage in the following activities during the employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits:

- 3.7.1.1. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
- 3.7.1.2. Attend investigatory meetings and due process hearings involving represented employees;
- 3.7.1.3. Participate in or prepare for proceedings that arise from a dispute involving this Agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
- 3.7.1.4. Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
- 3.7.1.5. Attend labor-management meetings held by a committee composed of employers, employees and representatives of OSEA to discuss employment relations matters;
- 3.7.1.6. Provide information regarding this Agreement to newly hired employees at employee orientations or at any other meeting that may be arranged for new employees;
- 3.7.1.7. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness; and
- 3.7.1.8. Perform any other duties agreed upon by the District and OSEA in this Agreement or any other agreement.
- 3.7.1.9. For the purposes of this Article, “designated union representative(s)” means chapter executive board officers, stewards, and work site organizers or other designees.
- 3.7.1.10. The District shall not reduce a designated union representative’s work hours to accommodate the performance of the activities referenced in this Section except to prevent an employee from working unauthorized overtime hours.

3.7.2. Release Time

- 3.7.2.1. Release Time for OSEA President: The President of the Association will be released from assigned duties if so requested by the Association. The district may require OSEA to reimburse the district for wages paid as defined below.
- 3.7.2.2. Release Time for all other Designated Association Representatives: The District will allow release time for designated representatives of the Association to conduct labor organization business. Such business shall include OSEA trainings, conferences and events. The district may require OSEA to reimburse the district for wages paid as defined below.
- 3.7.2.3. The exclusive representative for OSEA, or designee, shall request authorization for release time as described in this section by notifying their supervisor or building administrator and the District’s Director of Human Resources. Such notification shall be in writing and include (1) the activity or reason for the release time request, (2) and the beginning and end date of the time requested. Requests must be made at least 5 business days prior to the date of the release time requested. Any request not made

within this notice time-frame will be considered by the District based on operational need. If the release time request as written places an undue burden on District operations and cannot reasonably be granted, the District shall schedule an agreeable date and time to meet with the Association to find another agreeable time for release.

- 3.7.2.4. At the conclusion or termination of a period of release time granted to a designated representative under this section, the designated representative shall have a right of 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, rank or classification.
- 3.7.2.5. An exclusive representative or a designated representative may terminate a period of release time authorized under this section at any time for any reason.
- 3.7.2.6. A designated representative taking release time under this section shall receive full retirement credit for the entire duration of the release time, as long as the designated representative continues to meet any retirement contribution obligations pursuant to ORS chapter 238 or pursuant to the collective bargaining agreement.
- 3.7.2.7. The OSEA shall reimburse the District for any compensation that is paid to the designated representative during a period of release time as described in this section. Compensation paid under this Section includes any employer contributions made toward any employee benefits, including benefits under ORS chapter 238A (PERS). The Payroll Office shall be responsible for computing the appropriate reimbursement amount and sending a written billing to the OSEA; twice a year – once in December and again in June. Reimbursement by OSEA shall be made to the District within 30 days of receiving the billing.

3.8 **School Board**

- 3.8.1 OSEA may suggest items of business to the Superintendent for the Board's meeting agenda by delivering the suggestions six (6) working days prior to the Board meeting.
- 3.8.2 The District shall provide OSEA Chapter 51 President(s), through the district email, a board packet and approved board minutes at the same time such is sent to the Board.
- 3.8.3 Copies of board material for the meeting (excluding confidential materials or materials for executive session) will be sent to the Association President(s) before the Board Meeting. Copies of materials handed out to the Board during the meeting will be provided to the Association President(s) as well.

ARTICLE 4: OSEA DUES AND EMPLOYEE INFORMATION

- 4.1 **Dues Deductions:** The Board agrees to deduct from the wages of each employee who is a member of OSEA-Chapter 51 for the payment of dues to OSEA. Authorization shall be in writing by each employee on the form provided by OSEA.
- 4.2 Each year OSEA will provide notice to the District payroll department of any change in the dues amount. Upon receipt of the request for cancellation, OSEA shall promptly notify the District's payroll office in writing of the change in membership status.
- 4.3 The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this Article.
- 4.4 The District shall give OSEA immediate notice of any dispute under this article.
- 4.5 All dues provided for above shall remain in full force and effect until such time as the employee gives written notice to the District requesting revocation of the dues authorization.
- 4.6 The District further agrees to present each new employee, at the time of employment, with information on the following:
 - ◇ Public Employees Retirement System (PERS)
 - ◇ Federal Withholding Tax
 - ◇ Social Security (Medicare)
 - ◇ FICA
 - Social Security
 - Medicare
 - ◇ Oregon State Tax
 - ◇ Oregon State Transit Tax
 - ◇ Unemployment
 - ◇ Workers' Compensation
 - ◇ Tax Sheltered Annuities
 - ◇ Life and Long-Term Disability Insurance
 - ◇ Collective Bargaining Agreement between Chapter 51 of the Oregon School Employees Association (OSEA) and the District
 - ◇ Health and dental insurance for employees and family
 - ◇ OSEA Membership information to be provided to the District by OSEA
 - ◇ District's 125 Plan
 - ◇ Sick leave bank application/information
 - ◇ HRA VEBA
 - ◇ HSA

ARTICLE 5: LABOR MANAGEMENT COMMITTEE

- 5.1 The District and OSEA shall establish a joint committee called the Labor Management Committee. The purpose of the committee will be to deal with problems in interpretation or implementation of the contract between the District and OSEA. Changes to the Collective Bargaining Agreement must be ratified by the District and the Association.
- 5.2 The committee shall consist of three (3) representatives from the District and three (3) from OSEA. Parties can mutually agree to adjust the size of the group.
- 5.3 The District representatives will be chosen by the Director of Human Resources.
- 5.4 OSEA representatives will be chosen by the President.
- 5.5 The committee shall meet monthly, or at the call of either party, at a mutually agreed to time and place.

ARTICLE 6: GRIEVANCE PROCEDURES

- 6.1 **Definitions:** A grievance is a contention by OSEA or a claim by an employee that there has been a violation of any provisions of this Agreement. A grievance shall not include, and this grievance procedure shall not apply to, any of the following: (1) any matter as to which the Board is without authority to act; (2) any matter for which a specific administrative or judicial remedy has been prescribed by state or federal statute.
- 6.1.1 **Immediate Supervisor:** An immediate supervisor is a person who has the responsibility for immediate, direct supervision of employees. Not all employees have immediate supervisors and are, therefore, directly responsible to an administrative supervisor.
- 6.1.2 **Administrative Supervisor:** A school or district administrator.
- 6.1.3 **The Grievant:** The grievant is a classified employee or a group of employees who initiates a complaint.
- 6.1.4 **Working Day:** Any day on which the employee is regularly scheduled to report for work as part of their regular employment.
- 6.2 **Purpose:** The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems that may arise from time to time affecting employees.
- 6.3 **Time Limits and Supplemental Conditions**
- 6.3.1 A grievance must be filed within thirty (30) working days of the actual event or when the grievant could have reasonably known of the event, giving rise to the grievance. If the complaint is being brought by OSEA based on the application of the contract to a group of employees, the grievance will be submitted to the District by OSEA within the thirty (30) working days referenced above. Failure to file the initial grievance within the timeline will constitute a waiver of the grievance.
- 6.3.2 Grievance procedures shall be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. Under unusual circumstances, time limits may be adjusted by mutual consent of both parties.
- 6.3.3 Failure by the District at any step of this procedure to communicate the decision in writing within the specified time limits shall permit the grievant to continue to the next step. Failure of the grievant to appeal a decision to the next step within the specified time limit shall be considered acceptance of the decision rendered at that step.
- 6.4 **OSEA Grievance:** OSEA may file a grievance on behalf of a group of employees where a claim is made in common that a violation of the contract has occurred.
- 6.5 **Year-End Grievance:** In the event that a grievance is filed at such time that it cannot be processed through all the steps of the following procedure by the end of the grievant's work year, and if left unresolved until the beginning of the following work year could result in irreparable harm to the grievant, other Association members or the District, the time limits herein may be

reduced by mutual consent of both parties so that the grievance procedure may be completed prior to the end of the work year or as soon thereafter as is practicable.

6.6 **Representative Assistance for the Grievant:** An employee may have an OSEA Field Representative or trained OSEA member with them at each step of the procedure. Association representatives shall be granted time off with pay to meet with the District representatives concerning administration of the Agreement and when representing other employees in grievance or disciplinary proceeding with the District when meetings are mutually scheduled to minimize the interruption to work.

6.7 **Procedure:**

6.7.1 **Step One:** Any employee who has a grievance shall first try to resolve it with their immediate supervisor on an informal basis. If the informal discussion with the immediate supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant shall set forth their grievance in writing to their administrative supervisor within five (5) working days after the informal discussion with the immediate supervisor. The written grievance shall include the date of the alleged violation, a synopsis of the facts giving rise to the alleged violation, specific provisions of the contract which have allegedly been violated, and the remedy requested. A formal conference shall be held within five (5) working days after the administrative supervisor receives the written copy of the grievance. The conference shall include the grievant, their OSEA representative if they wish, the administrative supervisor, and the immediate supervisor, or a person of the administrative supervisor's choice if there is no immediate supervisor. The administrative supervisor shall render a decision in writing within five (5) working days following the conference.

6.7.2 **Step Two:** If the grievance has not been resolved to the grievant's satisfaction after receiving the written decision from the administrative supervisor, the grievant may appeal in writing to the Superintendent within five (5) working days of receiving the written decision from the administrative supervisor. The Superintendent shall grant a hearing within five (5) working days after receiving the appeal, and the Superintendent shall render a decision within five (5) working days after the hearing.

6.7.3 **Step Three:** If the action in Step Two fails to resolve the grievance to the employee's satisfaction, the grievant may appeal to the Board within five (5) working days after receipt of the Superintendent's decision in Step Two. The appeal must be in writing to the Board, through the Superintendent's office. The matter will be heard at the next regular meeting that is scheduled at least five (5) working days after the appeal is received by the Superintendent's office. The Board and legal counsel will grant a hearing in executive session with the grievant, including their representative and/or Association legal counsel if they wish, the Superintendent and the administrative supervisor. A written decision of the Board shall be rendered within fifteen (15) working days.

6.7.4 **Binding Arbitration on the Terms of the Agreement:** With the exception of evaluation or transfer, a grievance based on an alleged violation of a specifically designated provision of this Agreement may be submitted to arbitration under the following conditions:

- 6.7.4.1 All required steps provided for in the grievance procedure must first be exhausted by both parties.
- 6.7.4.2 Written notice of a request for arbitration must be filed by OSEA with the Superintendent within twenty (20) working days of receipt of the decision of the Board. It is the Association's sole and exclusive right to determine if member grievances are appealed to arbitration.
- 6.7.4.3 Within twenty (20) working days of the District's receipt of written notification from the Association of their desire to arbitrate the grievance, the parties shall attempt to mutually agree upon an arbitrator and obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator within the twenty (20) day period, the Association shall request a list of seven (7) arbitrators from the Employment Relations Board Mediation and Conciliation Service. Upon receipt of the list, the party to strike the first name shall be determined by lot and the parties shall alternately strike names thereafter until only one name remains. The remaining arbitrator shall be deemed to be appointed, provided he/she is available to serve upon a mutually agreeable date within sixty (60) calendar days from the date of selection.
- 6.7.4.4 The selected arbitrator shall confer with the representative of the Board and OSEA and set a time and place for a hearing which is agreeable to both parties. The arbitrator shall issue his/her decision not later than thirty (30) calendar days from the date of the close of hearings, or if hearings have been waived, then from the date of final statements and proofs of the issues submitted to him/her. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of any act that is prohibited by law or violates the terms of this agreement. Nor shall the arbitrator add to, subtract from, or amend the plain meaning of the words used in the Agreement. The arbitrator shall have no power to substitute their discretion for that of the Board in any manner not specifically contracted away from the Board. The decision of the arbitrator shall be submitted to the Board and OSEA and shall be final and binding on the parties, within the scope of the arbitrator's authority.
- 6.7.4.5 The Board and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of transcripts if requested by both parties. Each party shall be responsible for its own costs associated with arbitration.

ARTICLE 7: EVALUATION AND PLANS OF ASSISTANCE

- 7.1 **Evaluation:** The District shall evaluate each employee yearly using the District adopted Classified Performance Evaluation System and provide the employee electronic access to the evaluation. The employee may attach a written response to any evaluation and have it attached to the electronic evaluation. Employees may also have any document related to performance or commendation or certificate of training attached to their most recent evaluation. Written evaluations are not discipline.
- 7.2 Absent an annual evaluation, employees shall be deemed to have met the standards of all work assigned for the non-evaluative year.
- 7.3 Employee and the employee's supervisor will annually develop written goals for non-probationary employees based on the employee's job description. This process may focus the employee's attention on District priorities as well as professional growth areas.
- 7.4 Non-probationary employees who demonstrate inadequate performance will be formally notified in writing through a written evaluation or a non-disciplinary Letter of Instruction that their performance is deficient.
- 7.4.1 At a conference, scheduled no less than forty-eight (48) hours following delivery of the written notice of deficiencies (unless the employee agrees to a shorter time), the employee shall be given the opportunity to review the written statement of deficiencies with the supervisor.
- 7.5 **Plan of Assistance:** A plan outlining needed improvement and the assistance that the District will provide to meet improvement goals. Plans of assistance will be no less than twenty two (22) work days and no more than sixty six (66) work days. An extended or follow-up plan of assistance may be for a duration of less than forty four (44) work days.
- 7.6 The employee's progress will be reported on the date(s) specified to the employee in the plan of assistance. If improvement is not satisfactory, the following actions may occur: (1) a recommendation for termination may be submitted to the Director of Human Resources, (2) a recommendation for disciplinary measures, or (3) the plan of assistance may be extended.
- 7.7 Failure to meet performance standards may result in a continued plan of assistance for improvement, demotion, or discharge. If discharge or demotion is recommended by the supervisor, the employee may appeal the decision under procedures outlined in Article 9: Resignation, Discipline and Discharge.

ARTICLE 8: LETTER OF INSTRUCTION

8.1 **Letter of Instruction:** Except in the case of serious misconduct, when there is a concern about an employee's understanding or adhering to District behavior or performance standards, the supervisor or administrator will provide written guidance to the employee in the form of a Letter of Instruction, such that the employee clearly understands the Districts standards and expectations. A Letter of Instruction is not considered disciplinary action; however, failure to comply with Letters of Instruction may result in disciplinary action being taken against an employee. Upon request by an employee, a Letter of Instruction may be removed from an employee's personnel file after three (3) years if no further violations of District Policy, Procedures, or Performance Standards have occurred. If removal is denied, the District will provide written justification.

8.1.1 A conference will be held between the supervisor and employee to present and discuss a Letter of Instruction.

ARTICLE 9: RESIGNATION, DISCIPLINE AND DISCHARGE

- 9.1 **Resignation:** An employee who desires to terminate employment with the District may do so by giving two (2) weeks written notice to the employee's supervisor or the Human Resources Department. The District may waive the requirement that the resignation be in writing as well as all or part of the two (2) weeks notice.
- 9.2 **Discipline:** For the purpose of this article, discipline shall include written reprimands, suspensions without pay, demotion and discharge. The District will strive, where possible, to correct employee conduct with progressive non-disciplinary steps like coaching, training, letters of instruction (see Article 8) before proceeding to the disciplinary actions as outlined below.
- 9.2.1 **Written reprimand** shall mean a written letter, clearly marked "written reprimand," outlining behavior or conduct to be corrected, including the possible consequences of failing to correct the behavior or conduct.
- 9.2.2 **Demotion** shall mean an involuntary transfer to a lower pay-range job title.
- 9.2.3 **Suspension** shall mean a directive for the employee to remain off the job without pay.
- 9.2.4 **Discharge** shall mean the termination of employment by the District.
- 9.3 **Administrative Leave** shall mean the period of time that an employee is directed to remain off the job during the District's investigation or review of potential charges, or employee conduct or behavior. Employees on Administrative Leave will be paid their usual rate of pay. At the District's discretion, employees on Administrative Leave may be reassigned to other duties.
- 9.4 **Probationary Employees:** Probationary employees may be dismissed by written notice for any reason good faith sufficient during their probationary period. Neither the method used in formulating the reason nor the substance of the reason is subject to the Grievance Procedure. Within the first forty-five (45) work days of employment, the supervisor will meet with the probationary employee and provide a written evaluation of their status with goals that will help them meet expectations before the end of the probationary period.
- 9.4.1 If mutually agreed upon, the District and Association will extend the probationary period for a probationary employee up to an additional sixty (60) work days.
- 9.5 **Non-Probationary Employee:** Non-probationary employees may be disciplined or discharged for the following reasons:
- 9.5.1 Insubordination;
- 9.5.2 Unsatisfactory or inefficient job performance;
- 9.5.3 Use of alcohol, drugs or other activities which interfere with the employee carrying out his or her job responsibilities. Use of alcohol, drugs (unlawful or prescription) or other activities which occur on or off duty which interferes with the employee carrying out his or her job duties; use or possession of illegal drugs at any time;
- 9.5.4 Misconduct or a violation of published District Policies, rules or regulations.

- 9.6 **Administrative Procedures:** For non-probationary employees when discipline or discharge is recommended the employee is entitled to the following:
- 9.6.1 An OSEA approved representative(s) to represent him or her at all stages in the proceedings.
 - 9.6.2 Written notice of any charges preferred against them; and the right to review the statements of witnesses, documents and investigative reports assembled by the District upon which the action is based.
 - 9.6.3 The District and Association will allow the officer(s) hearing an appeal of discipline or discharge to determine the weight of disciplinary actions occurring three (3) or more years prior to the discipline or discharge recommendation.
 - 9.6.4 Twenty (20) working days from the date of the notice referred to in Article 9.2.1 for filing a written rebuttal to the charges, with supporting affidavits or to present their rebuttal in person to the Director of Human Resources.
 - 9.6.5 A written decision from the Director of Human Resources within ten (10) working days of delivery of the employee's rebuttal (see 9.6.4).
 - 9.6.6 Examination of witnesses or a formal hearing is not required but may be provided at the discretion of the Director of Human Resources.
 - 9.6.7 If in the judgment of the District it is deemed necessary, the District may place the employee on Administrative Leave during the period of investigation and review. The District retains the right to reassign employees, temporarily or permanently, at any time, including during the period of investigation and review.
- 9.7 **Appeal Options:** An employee may appeal an administrative discipline or discharge decision either of two ways: (1) A board hearing as provided in ORS 332.544 or (2) through the grievance process. The decision to choose one of these appeal routes constitutes an election of remedies in place of the other one.
- 9.7.1 Board hearings of appeals of administrative discipline/discharge decisions will be conducted in accord with district practice and ORS 332.544.
 - 9.7.2 Grievance procedure appeals will be initiated by the filing of a grievance as set forth in Article 6 Grievance Procedure.
- 9.8 The discipline or discharge of a non-probationary employee will be effective on the date written notice is given to the employee.
- 9.9 If a decision is made under appeal to reinstate the employee, either by the Director of Human Resources or by the Board, the employee shall be reinstated without loss of pay or accrued benefits.
- 9.10 If the decision of the Human Resources Director or the Board is to continue employment without conditions, then the employee shall be reinstated without loss of pay or accrued benefits.

Article 10: Work Day

- 10.1 **Overtime:** For the purpose of computing overtime, each eligible employee shall be compensated for each hour of overtime worked as authorized in advance by the employee's immediate supervisor, at the rate of one and one-half (1 ½) times the employee's regular rate of pay, in the following circumstances:
- 10.1.1 All assigned work in excess of eight (8) hours in any work day or in excess of forty (40) hours in any work week. A work week is defined as the period beginning 12:00 a.m. Sunday morning and ending 11:59 p.m. the following Saturday. In computing overtime in any one work week, only those hours that are worked will be included.
 - 10.1.2 Overtime shall be computed to the nearest quarter hour.
 - 10.1.3 For all assigned work on the weekend or legal holidays, unless it meets the requirements of Article 10.1.1 as overtime, the rate of pay will be straight time.
 - 10.1.3.1 Weekend work involving overtime pay, by classification needed, will be filled at the building level. If no one at that building chooses to accept the extra work, the position will be filled from an employee pool developed from a list of those interested in extra work. The District will solicit interest from the bargaining unit at the beginning of each school year to update the pool list. If no one from that pool accepts the position, the building level staff will be required to fill the position. Whenever possible, staff will be given 48 hours' notice of the need to report.
 - 10.1.4 A ten-hour, non-working period shall elapse before an employee's next work period unless mutually agreed upon by the employee and the supervisor.
 - 10.1.5 If the employee and the supervisor mutually agree to vary the days and work times, schedules different than eight (8) hours per day will be allowed.
 - 10.1.6 Employees may, upon mutual written consent between the employee and the District, work a ten (10) hour day for four (4) days per week. Employees shall be compensated only for overtime worked in excess of forty (40) hours per week or ten (10) hours in one day. Employees may, upon mutual written consent between the employee and the District, work up to two (2) days from home and three (3) days or more at their assigned district site.
 - 10.1.6.1 It is the understanding of both parties that this consideration is primarily for work day modifications between the first Monday in July and the second Friday of August.

- 10.2 **Call Back:** A minimum of two (2) hours of overtime will be guaranteed in instances where an employee is called back to work during an off-duty period.
- 10.2.1 Employees given prior knowledge to report to work on a normal non-scheduled work day shall receive compensation for a minimum of two (2) hours for the time called back to work. When their scheduled work extends to overtime, time and one-half (1.5) of that employee's hourly rate shall be paid.
- 10.2.2 Employees working less than eight (8) hours per day or forty (40) hours per week on their regular schedule shall receive compensation at that employee's regular pay schedule when the day is extended.
- 10.2.3 Employees will, on occasion, be called during non-work time in order to answer questions that require their specific knowledge and expertise. Employees will be compensated for calls in increments of 15 minutes. Overtime rules will apply in accordance with Article 10.1.
- 10.3 **Compensatory Time:** For the purpose of computing compensatory (Comp) time, each eligible employee shall be compensated for each hour of compensatory time worked as authorized in advance by the employee's immediate supervisor, at one and one-half times the number of additional hours worked, in the following circumstances:
- 10.3.1 Comp time may accrue when it is approved by a supervisor and employees work beyond eight hours per day or forty (40) hours per week.
- 10.3.2 In situations where a less than eight (8) hours per day or forty (40) hour per week employee extends their day, they may, by mutual agreement with their supervisor, take time off, on an hour-for-hour basis. If the extension of time takes the employee beyond eight (8) hours per day or forty (40) hours per week, Article 10.3.1 will apply. (Excludes bus drivers, see Article 11.)
- 10.3.3 Use of comp time may be granted in increments of quarter-hour to full day.
- 10.3.4 All accrued comp time must be used by the end of the employee's contract year, or June 30, whichever is sooner. Unused compensatory time shall be paid if the employee does not use it prior to the end of the fiscal year.
- 10.3.5 All members in the bargaining unit shall be granted paid time off from their regular duties to attend meetings with the District of short duration. These meetings shall be of mutual interest to the Association and the District Administration. Prior arrangements must be made with the principal or administrator before attendance at these meetings.

10.4 Rest Periods

10.4.1 The chart below outlines the break(s) and meal period that employees are entitled to based on the length of their daily work period.

Length of Work Period	Number of Rest Periods Required	Number of Meal Periods Required
4 hrs -4 hrs 59 min.	1	0
5 hrs – 6 hrs	1	1
6 hrs 1 minute – 8 hrs	2	1

10.4.2 Paid rest periods will not be used for regular early departure or late arrival, nor will they be cumulative if not taken.

10.4.3 Paid rest periods will be scheduled by the employee's immediate supervisor. As far as is practical within the requirements of the position, paid rest periods will be scheduled to provide a respite during periods of continuous work.

10.4.4 Paid rest periods will be fifteen (15) minutes in total duration.

10.5 **Meal Period:** Each employee working five (5) hours or more shall be permitted an uninterrupted, unpaid meal period of no less than one-half (1/2) hour in an area which must be away from their regular work station. Meal periods will be scheduled by the employee's immediate supervisor and be as near as possible to the halfway point of the work period.

10.6 Employees whose job assignments require them to work non-continuously (excluding rest and meal periods) will be compensated as follows:

10.6.1 Any gap(s) in work time of less than thirty (30) minutes will be paid as time worked.

10.6.2 Any gap(s) in work time of more than thirty (30) minutes will be paid as time worked if the employee is otherwise restricted by the District as to the use of time.

ARTICLE 11: TRANSPORTATION

- 11.1 **Regular District Bus Drivers (RDBD)** are bus drivers designated by the District to drive special services buses for up to forty (40) hours per week. RDBD are assigned regular routes and are assigned duties for up to eight (8) hours per day. When a new route is created, it may be assigned to a driver working fewer than eight (8) hours per day and will remain less than eight (8) hours until student demand requires it to be eight (8) hours per day.
- 11.2 **Utility District Bus Drivers** are bus drivers designated by the District who are assigned to cover routes during another drivers' absence. Utility drivers are assigned a variety of duties in addition to driving in order to maintain their normally assigned work hours. Utility District bus drivers may be assigned less than eight (8) hours per day.
- 11.3 **Regular and Utility Drivers** may be assigned to work any eight (8) hours within a ten (10) hour period established by the Manager of Transportation. The Transportation Manager will attempt to schedule breaks continuously in uninterrupted blocks of time.
- 11.4 **Route Assignments:** The Transportation Manager will open routes for bidding once per year between August 1 and October 30 after information is received from Student Services. Drivers may submit a request for specific routes. The supervisor will consider seniority, experience, skill, cost and the welfare of the children in making the assignment of routes.
 - 11.4.1 After the school year begins, regular drivers may submit a written request to exchange routes. Requests for route reassignment may be considered at the discretion of the District. Decisions may be appealed to the Director of Human Resources for a final determination.
- 11.5 **Regular and Utility District Bus Drivers** will only be entitled to overtime for any work-week in excess of forty (40) hours.

ARTICLE 12: EMERGENCY CLOSURE

- 12.1 The District shall notify employees when a decision has been reached to close or delay the opening of schools because of emergency school closure. Announcement of school closures or delayed openings over local radio and television stations and/or electronic communication systems shall constitute adequate notification for purposes of this article.
- 12.2 If district or school openings are delayed, employees whose start times are impacted by the delay will report to work at their original start time plus the length of the delay. For example, an employee scheduled to start at 7:00am will start at 9:00 am given a two-hour delay. An employee whose regular start time is after the delay will report at their regular start time. Supervisors may notify employees of a different reporting time based on District and building needs.
- 12.3 If individual schools are closed but the entire District has not closed, employees at the affected schools will be directed to report to an alternate site. Notice of the alternate site will be made through notice over local radio and television stations and/or electronic communication systems, a call from their supervisor or by reporting to their usual site and being directed to report elsewhere. A few employees may be asked to stay at the affected site to take care of specific building needs.
- 12.4 If an employee wants to leave work early due to emergency school closure, Personal Leave, Leave Without Pay, accrued comp time or Vacation Leave (as available) must be used.
- 12.5 If school openings are delayed, a previously entered absence will not be adjusted for the delayed time.
- 12.6 Employees will be paid during the full day closure; however, these hours shall not count as hours worked for overtime purposes. If the District requires make up of the lost days during the school year, then all employees shall fulfill their regular duty on those days, without additional compensation.
 - 12.6.1 Any leave taken during the make-up days must be approved by the employee's supervisor.
- 12.7 Employee attendance may be required when student attendance is not required because of district-wide school closure. Any employee called in to work during the school closure by their supervisor will be compensated at their regular rate of pay for hours normally scheduled to work. Employees that are required to work during a closure will receive comparable time off with pay for the hours worked, at a time mutually agreed upon by the employee and the supervisor.

ARTICLE 13: LAYOFF AND RECALL PROCEDURES

- 13.1 This process shall apply when a reduction in classified positions (layoff) occurs because of one or more of the following reasons:
- 13.1.1 Decrease in student enrollments
 - 13.1.2 Changes in program needs as determined by the District
 - 13.1.3 Budget limitations
- 13.2 **Intent:** The intent of the recall process shall be to restore employees previously laid off to a position that is the same in classification or pay-rate to that held at the time of the layoff.
- 13.3 **Procedure:**
- 13.3.1 **Layoff:** When the District determines the need for a layoff in its classified workforce, notice of at least thirty (30) calendar days shall be provided to employees to be laid off and concurrently notification shall also be given to the Association President(s). All temporary and probationary employees in the affected classification shall be laid off first. Written notice of layoff will be; (1) delivered by registered mail, or (2) personally delivered to the employee. If personally delivered, the employee and supervisor shall each sign and date two (2) copies. The employee will keep one copy and the second shall be filed in the employee's personnel file.
 - 13.3.2 If a **layoff in a classification** is necessary, an employee's length of service (seniority) in the bargaining unit, merit, and competence, shall be considered.
 - 13.3.2.1 Seniority is defined as the length of current continuous classified service and shall be computed from the employee's first paid day of such service in the District as part of the bargaining unit. When a less than twenty (20) hour per week employee becomes a member of the bargaining unit, their seniority shall be computed from the employee's first paid work day as a bargaining unit member. Approved leaves of absence will not be considered interruptions in service, but the actual year of leave will not be counted as time of service unless the employee is being paid by the District or Workers' Compensation. If an employee resigns and is later re-employed by the District, length of service shall accrue from the first day of the latest period of continuous classified employment. In the event two (2) or more employees have the same date of employment with this District and equivalent merit and competence, the tie will be resolved by drawing lots.
 - 13.3.2.2 Merit is defined as the quality of the employee's work history based on their written evaluations and their disciplinary record.
 - 13.3.2.3 Competence is defined as the employee's unique skills and or special qualifications necessary for the job, that cannot be learned by more senior employees in the same classification group within ten (10) working days.

- 13.3.3 **Bumping:** An employee who has received a layoff notice may choose to bump to a position in their current job classification or to a position in their current classification group of equal or lower range. The bumping assignment will be determined by the District based on seniority, merit, and competence. An employee may also bump to a different classification group of equal or lower range provided the employee held the position previously; was a member of the bargaining unit; and is rated higher in seniority, merit and competence.
- 13.3.4 Employees bumping into a different classification or range will be placed on a sixty-five (65) work day probationary period in the new position. The employee will notify the District in writing within five (5) working days of receiving the layoff notice whether they wish to seek a previously held position or wish to bump down to a lower range position. If the employee's seniority, merit, and competence is equal to or greater than other district employees presently in the job, they can bump into the lower range or lower classification position. If that choice is made, the hourly salary rate will be established at the lower hourly rate closest to that currently earned by the employee taking the lower position. In no case, will the employee be allowed to bump into a position of higher salary or benefit classification or bump into a position with a greater number of hours.
- 13.3.5 **Recall:** When the workforce increases, employees within a job classification shall be returned in the inverse order in which they were laid off. In the event of recall from layoff, the District shall notify the employee by certified, return receipt mail at the last address furnished in writing to the District Office.
- 13.3.6 Individuals accepting recall to a position two (2) or more hours below their previous position, which is still in the bargaining unit, will be transferred to the first available position restoring them to job classification within two hours of their position prior to reduction. Those individuals who decline a position with fewer hours will stay on the recall list until offered an assignment equal to the one held when laid off. If the employee refuses an assignment meeting the requirement of this article, they no longer have other recourse and will be removed from the recall list. No new employees will be hired into a classification from which individuals are laid off, remain qualified to perform the assigned duties, and are eligible for recall. Employees who return to work in the District shall receive credit for their prior earned but unused sick leave and vacation accrual placement. Their salary will be at the same salary range as individuals with the same classification as determined by the negotiated agreement for that year.
- 13.3.7 **Offers of Similar Positions:** Employees on layoff status shall be eligible for recall to similar positions as those held prior to layoff. A similar position shall be defined as one that falls within the same classification group (e.g. secretarial, instructional assistant, custodial/maintenance) and has similar job-related skills required, has a wage in the same wage range as previously earned, and has a daily work schedule that is within two (2) hours of the employee's previous schedule.
- 13.3.7.1 Recall of employees to similar positions shall be in the same manner as designated for recall in 13.3.6, except those employees offered similar positions shall not have the right to

reject those offers. If an employee rejects an offer of a similar position, it shall be considered a voluntary termination.

13.3.7.2 The assumption will be made that an offer for a position is rejected if:

13.3.7.2.1 The laid-off employee or their agent does not respond in writing within seven (7) calendar days of receipt of a job offer;

13.3.7.2.2 After accepting a position, does not report to work on the specified reporting date, unless disabled. Such reporting date shall be not fewer than fifteen (15) calendar days after the date of receipt of an offer of a position; and

13.3.7.2.3 The laid-off employee cannot be reached (post office return of certified letter) at their address of record as maintained in the District Office.

13.3.8 Layoff status will automatically terminate twenty-seven (27) months after the effective date of such layoffs.

13.4 **Medical Coverage During Layoff Status:** The District shall provide coverage under its medical insurance program as outlined in the table below for any employee enrolled with OEBC when placed on layoff status. After the district contribution has ended, coverage may be continued by that employee for the period allowed pursuant to the Comprehensive Omnibus Reconciliation Act of 1985 (COBRA), as amended, provided the employee pays the premium. The insurance coverage will be maintained for the employee’s dependent(s) during the same period if the employee pays the premium.

EMPLOYEE TYPE	LAYOFF TIMING	MONTHS COVERED	COVERED BY DISTRICT CONTRIBUTION
Eleven (11) Month or less	End of school year	July, August, September	District contribution at the time of layoff
	During school year	Sixty (60) days commencing from the last day of the month when the layoff occurred	District contribution at the time of layoff
Twelve (12) Month	Anytime	Sixty (60) days commencing from the last day of the month when the layoff occurred	District contribution at the time of layoff

- 13.5 **Reduction in Hours:** From time to time, the District may have to adjust the hours of certain employees. When it becomes necessary to reduce the hours of employees within the building or work location by more than thirty (30) minutes, the District shall attempt to make the reduction in inverse order of seniority among the employees holding the job title affected by reduction within that school. However, an employee does have layoff and recall rights if a reduction results in a loss of medical and/or dental benefit contribution by the District.
- 13.6 Arbitrations regarding the implementation of layoff criteria outlined in Article 13.3 will be based on a preponderance of the evidence and neither party shall bear a greater burden of proof. The arbitrator will decide if the District's decision was reasonable given the facts of the layoff. Regarding all other sections of Article 13 the moving party bears the burden of proof in Arbitration.

ARTICLE 14: PERSONNEL FILES

- 14.1 The personnel records of classified employees are maintained in the Hibbard Administration Office under adequate security at all times. Each employee's file shall be open for inspection by (1) the employee and by others authorized in writing by the employee and by (2) the Superintendent and their designated representatives.
- 14.2 Employees will be given a copy of disciplinary or performance evaluation materials to be included in their personnel file and will have the opportunity to sign or initial the document(s) prior to its (their) placement in their file. If the employee refuses to sign, a third party may sign the document indicating the employee has seen it. In the event that the employee refuses to sign, the file must contain a statement from their supervisor or a school official indicating that the employee refused to sign or initial the material. The employee's signature does not signify agreement with the contents of the document, only that he or she has received a copy of the document.
- 14.3 The employee has the right to make a written response to any document in their personnel file and to have that written statement attached to the document in their personnel file.
 - 14.3.1 The employee may make a written request to the Director of Human Resources to remove material of a critical nature in the personnel file except for annual performance evaluations or unless the document(s) refer(s) to flagrant employee misconduct. The Director of Human Resources will respond in writing within ten (10) working days as to whether that material will be removed or retained.
- 14.4 Employee medical records, while official personnel records, shall be maintained separately from routine personnel records in accord with State and Federal laws.
- 14.5 This file shall be the only official personnel file.

ARTICLE 15: POSTING, ASSIGNMENT AND TRANSFERS

- 15.1 **Posting:** The District shall determine whether a position is vacant. If the position is determined to be vacant, the District shall post the position as follows:
- 15.1.1 The vacant position will be posted at least six (6) working days prior to the closing of the position. The listing shall include the location, shift and range on wage scale.
 - 15.1.2 If the opening is for a new position, or if the job description has changed, a new job description shall accompany the job posting.
 - 15.1.3 The job vacancy shall be posted on the District website.
 - 15.1.4 The District shall email the President(s) and building representatives of OSEA Chapter 51 and school secretaries all job vacancies in the bargaining unit at the time the posting is made.
 - 15.1.5 A regular position vacated during the school year that the District decides to retain and fill, will be posted as a regular position.
- 15.2 **Assignment:** In filling vacancies or open positions, newly created or existing positions, the District shall transfer, employ or promote the applicant most qualified for the position based on experience and training as judged by the District. While the District is in a recall status, current employees may request a transfer to an open position if the position is identical in title, hour assigned, assignment, and contract length for the same job title, and may be granted the transfer over employees on the recall list.
- 15.2.1 An employee who has been placed on layoff or received notice of being placed on layoff is not eligible to be considered for a position that would result in a higher pay grade or a greater number of hours unless there is no other district applicant for that position.
 - 15.2.2 Employee's interested in a posted position shall apply using the approved application process described on the district's employment website. The appropriate administrator will interview all employees who meet the qualifications as listed in the posting.
 - 15.2.3 In the event an employee is not hired for a position, the Director of Human Resources, or interviewing supervisor, will provide the employee, upon written request, a written statement of reasons for not being selected or an opportunity to meet to discuss the selection process.
- 15.3 **Transfers:** The District may elect to fill positions through transfer or reassignment of personnel with the same job classification prior to determining whether a position requiring posting is vacant. Such transfers and reassignments do not include changes in benefit status. Transfer shall mean a change in worksite.
- 15.3.1 An employee shall be notified verbally of any changes in assignment and in writing prior to any transfer. The written notice shall include the reasons for the transfer. Any employee may request a meeting with their immediate supervisor to discuss the reasons.

- 15.3.2 The employee will make the transition to the new assignment, including moving personal articles on paid time, and the assignment will be within the same benefit level, pay classification, and step.
- 15.3.3 If the employee claims the transfer or reassignment would create a personal hardship, the Director of Human Resources, the employee, and an Association Representative shall meet to discuss the proposed transfer prior to effectuating the change. The Director's review is final and no further appeal is allowed.
- 15.3.4 An employee wishing to transfer to another site may fill out the Classified Transfer Request in the spring for the following school year. Transfer requests will be sent to all employees by March 1. Completed forms must be turned into Human Resources no later than March 31. All requests will be reviewed by Human Resources.
- 15.3.5 Human Resources will consider transfer requests when filling positions that occur between April 1 and June 30. All classified employees who have requested a transfer will receive a letter from Human Resources of its decision regarding the transfer request no later than July 15. Voluntary transfer decisions made by the Human Resources Director are final.
 - 15.3.5.1 Any employee whose transfer request to a specific position or site is not granted may apply, and will be guaranteed an interview for a position consistent with their request if one becomes available between June 30 and the first day of school. The employee is responsible for contacting Human Resources to request that a notification be sent to the site confirming that a transfer request was made.
- 15.4 **Retired Employees:** The district will have flexibility to fill any open bargaining unit positions with individuals that are receiving retirement benefits from any Public Retirement System including hiring individuals under SB 1049.
 - 15.4.2.1 Requests from employees who retire with PERS prior to the completion of their contract and wish to remain in their position will be considered based on District need and supervisor input. If approved, the retiree will receive the same rate of pay as prior to retirement and will be placed on a temporary contract, not to exceed the completion of the retiree's current calendar. The retiree will be covered by the contractual provisions of the employee's collective bargaining or benefit agreement, including medical and dental benefits. The retiree will not contribute 6% to PERS.

ARTICLE 16: EXPERIENCE CREDIT

- 16.1 A new employee shall be allowed up to four (4) years of experience on the salary schedule, based on actual years of experience on a job of like responsibilities and skills. The administration has the authority to waive this provision; however, the District will notify the Association President when it considers a classification difficult to fill. The District will state that it will consider placement for this difficult to fill position above step four (4) within five (5) working days of the notification. The Association may request a meeting to discuss the designation as a difficult to fill position. The Association President will be notified when the District has waived this provision and the reasons for the waiver.
- 16.2 In order to receive an experience step, the employee must not have been on the top of their salary range and must have a first day of service prior to the preceding January 1.
- 16.3 The annual anniversary date for advancement on the salary schedule for all employees is July 1.
- 16.4 In the employment of personnel with previous Tigard-Tualatin School District experience the following guidelines shall be used:
- 16.4.1 In-District experience in the same classification only, shall be credited in full for the longest continuous stretch of employment with the District within the past eight (8) years.
- 16.4.2 Change in Classification: In the case of being re-hired into a classification different than a member's previous position with the District, in-District experience shall be credited in full for the longest continuous stretch of employment with the District within the past eight (8) years.
- 16.5 **Appeal:** An employee has sixty (60) calendar days at the conclusion of the probationary period to appeal their placement on the salary schedule as defined by this article. The appeal is directed to the Director of Human Resources and the decision will be final and not subject to further appeal or grievance. Another designee will be selected if the placement was made by the Director of Human Resources.

ARTICLE 17: JOB DESCRIPTION, REVIEW AND RECLASSIFICATION

17.1 **Job Description:** When the District creates or modifies a job description, it will provide a copy of the new or revised job description to OSEA within ten (10) calendar days. The Association may issue a demand to bargain the wage for the position within fourteen (14) calendar days. If the Association chooses not to issue a written demand to bargain, or fails to notify the District in writing within fourteen (14) calendar days, the position will be compensated at the wage stipulated by the District. The day following receipt of the job description by the Association will be the first (1st) day of the fourteen (14) day period. The fourteenth (14th) day will end at 5:00 p.m.

17.2 **Job Classification Group Review:** The District is committed to the regular review of classified roles and compensation. We recognize the importance of periodic review of wages by classification. The job classification will be reviewed as follows:

Job Classification Groups	Year 22-23	Year 23-24	Year 24-25	Year 25-26	Year 26-27	Year 27-28
Transportation(7)/ Nutrition Services (4)	X					
Accounting/Clerk(10)/ Athletics(1)/Security (2)					X	
Custodial/Maintenance (17)			X			
Instructional Assistant(11)/Equity (2)						X
Secretarial (20)				X		
Technology(13)/Print Shop (2)		X				

The result of such review will be analyzed between the District and the Association and any wage adjustment for each classification will be effective the following July 1st of the next fiscal year. The District will not reduce wages due to a wage review.

- 17.3 **Individual Reclassification:** When an individual employee believes that there is significant change in their job responsibility, expected knowledge and level of skill, mental demands, accountability, and working conditions, or believes that they were improperly classified at the time of hire, they may complete the District Reclassification Form and submit it to their supervisor. Upon receipt of a reclassification request, one individual assigned by the district and one individual assigned by the Union shall first review the request to determine whether it meets the criteria of a reclassification and if so, shall forward the request to the committee. The District's Department of Human Resources or designee shall contact the Association President and each shall appoint two representatives to a committee to be known as the Job Reclassification Committee. The recommendation of the Committee will be sent to the Director of Human Resources for the final decision and the employee shall be notified in writing of the decision within ten (10) calendar days. If it is determined that an employee's change in classification is justified, the District will either reclassify the individual position or restructure the work assignment to comply with the existing classification. The effective date for any salary change shall be the first of the month following the decision of the Committee or an earlier date if agreed to by the Committee. Per Article 26.6.1, if an employee is promoted to a higher classification range due to a reclassification process, the employee shall retain their previously held step in the new range.

ARTICLE 18: SAFE WORKING CONDITIONS

- 18.1 The District and the Association agree to work together to discuss and problem solve concerns about workplace safety. These topics shall be a standing item on the Labor Management Committee Agenda. Training and other additional safety measures to be implemented district wide may be presented and discussed by either party during these meetings.
- 18.2 The District shall identify procedures to be used to ensure that employees who are assigned to work with or supervise students whose behaviors have been demonstrated to present a safety concern are provided with information about known behavior concerns of the student(s), prior to the onset of working with the student. Based on position and level of student contact, employees will be provided with appropriate training and management strategies (Safety Care or equivalent training) to ensure their and the students' safety.
- 18.3 When a student who has been demonstrated to cause a safety concern enrolls in the District, an employee who has received general training in restraint protocols may initially be assigned to work with that student. The employee(s) assigned to work with the student on an ongoing basis will receive specialized training for that student at the beginning of the school year or within five (5) school days of the District's receipt or development of a student's behavioral plan.
- 18.4 Employees shall report all injuries while performing their duties in accordance with the District's established reporting procedures.
 - 18.4.1 Filed injury report forms will be made available for the Association at the Labor Management Committee meeting
- 18.5 When there is a safety concern around a piece of equipment, the employee will put in a work order and notify their supervisor in writing. The equipment shall be marked as unsafe and left unused until the supervisor or appropriate technician analyzes the concern and designates the equipment as safe to use per OSHA regulation.

ARTICLE 19: PROFESSIONAL GROWTH

- 19.1 **District In-Service:** The District will schedule one (1) work day designated for the purpose of in-service training. A second work day will be scheduled for employees whose supervisor requests in-service training, or for those employees requesting an in-service training approved by their supervisor. Training shall be devoted to subjects determined and approved by the District. The District shall make every effort to schedule these in-service days to provide equal access and compensation for all employees in the bargaining unit.
- 19.1.1 For training outside these in-service days, employees shall be notified of said training ten (10) working days in advance.
- 19.1.2 Hours of in-service shall be based on the individual employee's work day as a minimum. Additional hours will be approved, on an individual basis, by the District, based on the need and value of training for specific classification groups.
- 19.1.3 Employees may be directed to complete mandatory yearly training using the district's web-based training program as part of the two in-service days.
- 19.2 **Professional Development Fund:** Employees may be provided opportunities for the development of increased job competencies beyond that which they may attain through the performance of their assigned duties. To encourage and implement growth of competencies, the Board will provide \$35,000 for each year of this Agreement for individual employee's professional development.
- 19.2.1 An employee wishing to take classes or workshops outside his/her job description must have a signed, approved career plan to advance to another district position.
- 19.2.2 A Classified Professional Development Fund Committee will be established to administer funds authorized by the Board. This committee may consist of the Superintendent's Designee responsible for Staff Development and three (3) classified representatives to be appointed by the President of OSEA-Chapter 51. The fund will be managed by a Director designated by the Superintendent as responsible for professional development in conjunction with the committee.
- 19.2.3 Upon approval of the supervisor and the Director, funds will be used for employee requests for workshops, classes or conferences related to increased skill development.
- 19.2.4 Information regarding guidelines and procedures for requesting use of the fund and current workshops, classes or conferences shall be dispersed by the Committee upon request.
- 19.2.5 Criteria will be established by the committee for the evaluation of requests for funding. The Superintendent's designee may initially approve applications for funds up to \$375 per employee, per school year. Any single request of more than \$375 will be held by the committee and revisited on June 30 if any funds are still available.
- 19.2.6 Appeal Process: In the event the committee denies a request for funds, the employee making the request may appeal the denial.

- 19.2.6.1 Applicants will notify the Superintendent within five (5) days after receipt of the denial, of their desire to appeal.
- 19.2.6.2 The Superintendent or Designee will hear the appeal either orally or in writing within five (5) working days.
- 19.2.6.3 The Superintendent or Designee will make a decision and notify the employee and the Director for Staff Development of that decision within five (5) working days.

19.3 **Training and Certifications:** If the District requires an employee to receive training that is not necessary to obtain or maintain a required occupational license, the District shall pay for the training and employee work hours in accord with Oregon law.

ARTICLE 20: HOLIDAYS

20.1 Holidays for 12-month employees in the bargaining unit shall be:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Third Monday in February	Day After Thanksgiving
Memorial Day	Day Prior to Christmas
Independence Day	Christmas Day
Labor Day	Juneteenth (June 19)

20.2 Holidays for employees working less than 12 months shall be as follows:

Employees contracted to begin before Labor Day

Labor Day	Day after Thanksgiving
Veteran's Day	Third Monday in February
Thanksgiving Day	Memorial Day
Martin Luther King Day	

Employees contracted to begin after Labor Day

Veteran's Day	Third Monday in February
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Martin Luther King Day

Employees contracted to end after Juneteenth would have June 19th as a paid holiday.

Employees contracted to end before Juneteenth would not have June 19th as a paid holiday.

20.3 Employees required to work on a holiday shall be paid their regular rate of pay for the actual time worked in addition to their holiday pay. In no case shall the employee be paid more than twice their regular rate of pay.

20.4 When a holiday occurs on a Saturday or a Sunday, commensurate time off with pay shall be granted. If a holiday occurs on a Saturday, the previous Friday shall be taken if school is not in session. If a holiday occurs on a Sunday, the following Monday will be taken as a holiday. Employees desiring to take advantage of a 4-day weekend, when a holiday occurs on a Thursday or Tuesday, may be excused from work on the Friday or Monday providing all conditions listed below are fulfilled.

20.4.1 Commensurate time is worked, or the day off is counted as a regular vacation day.

20.4.2 A substitute is not required.

20.4.3 The immediate supervisor approves.

20.4.4 The commensurate time worked does not result in overtime.

20.4.5 Any employee having approval of their immediate supervisor to work a legal holiday as a form of compensatory time may do so. However, the holiday time worked will be compensated at straight time and not result in overtime.

ARTICLE 21: VACATION LEAVE

- 21.1 Each regular 12-month classified employee shall receive 11 paid vacation days for one (1) full year of employment and for each year thereafter through the fifth (5th) year of employment. After the sixth (6th) year of continuous employment, employees shall be granted one (1) additional day of paid vacation for each year of continuous service through the fifteenth (15th) year of service.

Years of Service	Days of Paid Vacation
1-5	11
6	12
7	13
8	14
9	15
10	16
11	17
12	18
13	19
14	20
15+	21

- 21.2 Less than 12-month employees who become eligible for vacation by appointment to a 12-month position will be credited for all immediately prior continuous service in determining the amount of vacation to which the employee is entitled. Placement on the vacation schedule will be determined by re-calculating such prior service to the equivalent of 12-month employment using months of employment divided by 12 to calculate equivalent years of service. Placement will always be rounded down.

EXAMPLE: A ten-month school secretary with ten years of continuous service is appointed to a twelve-month position.

+10 months per year multiplied by 10 years = 100 months
+100 months divided by 12 months = 8.33 equivalent years

Placement is at 8 years of service; entitlement is fourteen days of vacation.

- 21.3 New twelve-month employees shall be awarded the prorated portion of accrued vacation on July 1 following their date of employment. Prorated vacation is calculated by determining the number of days actually worked divided by the total number of days worked by a twelve-month employee, multiplied by eleven (11) days of vacation. Vacation awards will be calculated to the nearest quarter (.25) hour.
- 21.4 The District shall notify classified employees who are eligible for Vacation Leave of their total number of allowable vacation days earned as of their regularly scheduled work month for the new year. The report of earned and used leave included on the monthly pay stub will constitute notice of vacation balance.
- 21.5 All vacation periods shall be approved by the supervisor or manager to whom the employee is directly responsible.
- 21.5.1 No vacation shall be scheduled during the last week of school or the week following, or in the two (2) weeks immediately prior to the opening of school in

the fall, unless authorized by the supervisor or manager and the Director of Human Resources.

- 21.6 Upon notification in writing at least one week prior to termination with the District, the employee is entitled to a prorated portion of the earned vacation.
- 21.7 **Vacation Carryover:** Vacation time currently due an employee and unused by the following June 30 may be carried over if requested in writing before June 30 by the employee and approved by the employee's supervisor. The supervisor will then inform the Director of Human Resources or designee of the approval. If a supervisor denies a request for vacation carryover, the employee may appeal it to the Director of Human Resources. The carryover must be used prior to the following October 1 or be forfeited.

ARTICLE 22: SICK LEAVE

- 22.1 **Sick Leave** means an absence from duty because of an employee's illness, injury, or the illness or injury of an immediate family member that prevents the employee from working during the normal contract year, or leave that meets the criteria under Family Medical Leave Act (FMLA) provisions of the state and federal government.
- 22.2 All regular classified employees shall be granted one (1) working day of sick leave per month, or portion of month worked that is equal to forty percent (40%) or greater of the total number of typical district work days for that month to be accumulated in hours based on the assigned hours of the position (i.e., 12-month/8-hour position = 96 hours, 11-month/7-hours position = 77 hours, etc.).
- 22.2.1 The hours granted shall be adjusted for the balance of the fiscal year whenever the assigned hours for the position are changed. Unused sick leave (hours) accumulated by any classified person under this agreement shall be unlimited.
- 22.2.2 Annual sick leave shall be credited to said employee on the first day in July, or the first day the employee reports to work. In case of new personnel, sick leave shall be credited on the first day of active employment and shall consist of one (1) day for each month, or portion of month worked that is equal to forty percent (40%) or greater of the total number of typical district work days for that month remaining in the fiscal year, but at no time shall exceed twelve (12) days per year. However, if an employee uses their full allocation of sick leave and terminates employment for any reason prior to the end of the work year, all unearned sick leave shall be deducted from that employee's final check.
- 22.3 Sick leave(s) usage in excess of three (3) work days for the same illness shall be handled in accordance with the Oregon Family Leave Law (OFLA) and the Family Medical Leave Act (FMLA).
- 22.4 The District office shall notify each classified employee of accumulated sick leave as of their first regularly scheduled work month of the new school year. The report of earned and used leave included on the monthly pay stub will constitute notice of sick leave balance.
- 22.5 When an employee is absent due to illness or injury compensable under Workers' Compensation, the District's obligation to pay under the sick leave article is limited to the difference between the payment received from Workers' Compensation and the employee's regular salary. In such instances prorated charges will be made against accrued sick leave. Only the differential shall be treated as taxable income.
- 22.6 Rules governing treatment of maternity disabilities must be in accordance with the State Statute.
- 22.7 The District will adhere to ORS 238.350 regarding reporting unused sick leave to PERS for use in calculating retirement allowances.
- 22.8 After thirty (30) calendar days of employment, employees may transfer an unlimited number of sick leave hours from other Oregon school districts for PERS accounting purposes and up to seventy-five (75) days of sick leave for sick leave use.

- 22.9 **Sick Leave Bank Purpose:** To provide additional sick leave for classified employees when:
- 22.9.1 An extended absence due to serious illness or injury of the employee has depleted an individual's available leave.
 - 22.9.2 No other resources are reasonably available to make up the loss of income resulting from a lack of paid leave.
 - 22.9.3 A sufficient amount of sick leave has been contributed by other classified employees from which to make allocations.
- 22.10 **Sick Leave Bank Membership:** At the time of hire, employees may make a decision to participate or not participate in the sick leave bank. Current employees during the insurance open enrollment period may make the decision to opt in (join) to the sick leave bank. Once an employee joins the sick leave bank, they cannot leave and then re-enroll. Membership in the Bank will become effective after completion of the probationary period. Employees who choose to join the Bank must contribute one half-day (1/2) of their earned sick leave to the Bank at the beginning of each school year. Employees who do not contribute to the Sick Leave Bank will not be able to access the Bank. Earned sick leave donated to the Bank is not retrievable.
- 22.10.1 Forms will be available in the payroll department to either join or apply for a grant from the Bank.
- 22.11 **Committee:** The Sick Leave Bank Committee will be composed of at least three members including at least one OSEA Chapter Board member and at least one appointed OSEA member. The Committee will be responsible for the administration of all aspects of the bank.
- 22.12 **Grants from the Bank:** The Committee will act upon all completed applications as early as possible to avoid the member's loss of pay. The Committee shall notify applicants of committee action within five (5) working days after receipt of the application. The decisions of the Committee are final, and may not be grieved. If the denied applicant wishes to submit further information, the Committee may at its discretion, hear the requests for reconsideration.
- 22.12.1 An employee must be absent at least five (5) consecutive days before Sick Leave Bank time may be requested. If granted, payment will begin:
 - 22.12.1.1 Upon the first requested day, if the employee has any sick leave available to use in conjunction with the sick leave bank.
 - 22.12.1.2 Upon the third requested day, if the employee has completely exhausted their sick leave balance, prior to the five (5) day waiting period. The two (2) day waiting period may be appealed to the committee.
 - 22.12.2 No grants will be made for absences due to on-the-job illness or injury for which Workers' Compensation benefits are payable.
 - 22.12.3 No grants will be made for absences for which compensation is payable from any other source, such as third-party litigation, liability claims, etc.
 - 22.12.4 All earned sick leave, personal leave, compensatory time and vacation leave must be used before any grant from the bank is made.

22.12.5

A doctor's statement is required with the application to verify the nature of the illness or injury, and to document the required length of the absence. This requirement may be modified or eliminated at the sole discretion of the committee.

ARTICLE 23: PAID LEAVES

- 23.1 For the purpose of this Article, a “day” is defined as:
- 23.1.1 The number of hours in an employee’s regular assignment during a one-day period within a 5 day work week for an employee (i.e., 7 hour day = 7 hours of paid leave; 4 hour day = 4 hours of paid leave).
 - 23.1.2 The number of hours worked in a week divided by 5 equals one day’s paid leave time (i.e., Monday through Thursday, 5 hours each day equals twenty (20) hours per work week, divided by five (5) days, equals a 4-hour day of paid leave).
- 23.2 **Personal Leave:** Employees working less than twelve (12) months are entitled to use three (3) personal leave days as defined in 23.2.1. Employees working twelve months are entitled to use one (1) personal leave day and may use vacation days for other qualified personal leaves as defined in 23.2.1.
- 23.2.1 A classified employee may use Personal Leave for emergencies or personal business that requires absence during work hours. Personal Leave is not for recreational purposes and may not be used to extend an employee’s vacation, to extend a holiday period, to extend a break period (such as, but not limited to, Winter Break, Spring Break, or Summer) unless there is a significant family event. A significant family event is defined as a rare event that involves the employee’s immediate family and is not something that occurs annually. Personal Leave may be used for: legal services, personal business requirements, emergencies involving home or property, delays in return travel caused by a common carrier, weddings within the immediate family, inclement weather or other unanticipated events for which the employee could not reasonably have planned. The absence will be entered into the absence system as “Personal Leave” at least one (1) day before taking such leave (except in the case of emergencies).
 - 23.2.1.1 A classified employee who does not use their personal leave before the end of their contract year, or June 30, whichever is earlier, will be paid at the employee’s hourly rate per unused hours of personal leave. Payment will be made on June 30 or the date of the last payroll of the year, whichever is earlier.
- 23.3 **Bereavement Leave:** Up to three (3) days of bereavement leave shall be granted for death in the employee’s immediate family per occurrence, and two (2) more days may be granted if long distance is involved. The number of days allowed is to be determined by the distance to be traveled and the circumstances that are to be thoroughly explained in the application for bereavement leave. These leave days are not accumulative. Bereavement Leave is only available within 60 days of the occurrence per state leave laws.
- 23.3.1 For the purposes of this section, immediate family is defined as follows:
 - 23.3.1.1 Spouse, domestic partner;
 - 23.3.1.2 Children, grandchildren or grandparents of employee, spouse or partner;

- 23.3.1.3 Mother, father, or other person in loco parentis to the employee, brother or sister of employee or spouse.
- 23.3.1.4 Step relatives and in-laws of (23.3.1.3) above; and
- 23.3.1.5 Other persons who have lived in the employee's household as family members.
- 23.3.2 Additional days may be granted at the Human Resources Director's discretion for immediate family members not identified above.
- 23.3.3 An employee may be granted two (2) days of bereavement leave to attend the funeral of a close friend.
- 23.4 **Association Leave:** The association will provide the district, on an ongoing basis, an updated list of designated union representatives to include chapter executive board officers, stewards and work site organizers. Use of leave away from designated duties must be reported to the administrative supervisor in advance when possible and entered in the absence tracking system as union business as applicable.
 - 23.4.1 The OSEA shall reimburse the District for any compensation that is paid to the designated representative during a period of release time as described in Article 3.7.2. Compensation paid under this Section includes any employer contributions made toward any employee benefits, including benefits under ORS chapter 238A (PERS). The Payroll office shall be responsible for computing the appropriate reimbursement amount and sending a written billing to the OSEA; twice a year – once in December and again in June. Reimbursement by OSEA shall be made to the District within 30 days of receiving the billing.
- 23.5 **Good Cause:** Other leaves of absence with pay may be granted for good reason as determined by the Superintendent or designee. Good Cause Leave will be at the sole discretion of the Superintendent or designee and will not be grievable.
- 23.6 **Legal Leave/Jury Duty:** If the classified employee is subpoenaed to appear in court as a witness (except when a staff member is a party of the litigation), or is called for jury duty, the office of the Superintendent shall approve such absence without loss of pay, provided that the jury or witness fees due the employee for such services, excepting mileage and expense fees, shall be turned in to the business office; and provided, further, that a copy of the subpoena or order be filed with said office. It is also expected that an employee shall meet their job responsibilities as much as possible while serving such duty, and it shall be the employee's responsibility to advise their supervisor of their daily schedules.
- 23.7 **Parental Leave:** The District shall grant employees the use of their accrued Personal Leave and Sick Leave in accordance with state and federal law. Use of sick leave, vacation, and personal leave respectively shall commence on the first day of parenting leave and shall continue until available leave is exhausted or the parenting leave is concluded whichever occurs first.
- 23.8 **Family Medical Leave:** The District shall grant employees the use of their accrued Personal Leave and Sick Leave in accordance with all provisions of the Family and Medical Leave Act (FMLA) of 1993 and the other applicable provisions of state FMLA statues. Use of sick leave, vacation, and personal leave respectively shall commence on the first day of leave and shall continue until available leave is exhausted or the leave is concluded whichever occurs first.

23.9 **Military Leave:** The District will grant Military Leave in accordance with and limited to the requirements of state and federal laws.

ARTICLE 24: UNPAID LEAVES

24.1 **Annual Leave Without Pay (LWOP) - Personal Health and Family Hardships:** Upon the recommendation of the Director of Human Resources, the School Board may permit employees to take leaves not in excess of one year in length for professional growth, for restoration of health, or for the alleviation of hardship involving themselves or their immediate families.

24.1.1 **Leave Without Pay:** Employees whose absences are not covered by sick leave or other leaves granted by the District shall have deducted a proportional part of their gross salary for each day so absent.

24.1.2 **Short-term Leave Without Pay:** A Short-term leave of one (1) to five (5) days shall be requested thirty (30) calendar days in advance of the first day of the requested leave. Leaves not requested in a timely manner shall be denied, unless the request arises from an emergency. The supervising administrator or manager must approve the requested leave and a substitute employee, if needed, must be reserved as a precondition for approval. The final decision to grant the unpaid leave request will be made by the Director of Human Resources. Reserving a substitute and having the approval of the employee's administrator/supervisor/manager, is not a guarantee that the leave request will be granted.

24.1.2.1 Criteria for granting short-term, unpaid leave requests are as follows:

1. Employees have not used more than five (5) days of unpaid leave during the current work year (July 1-June 30).
2. The short-term, unpaid leave shall not be used to extend a holiday, recess period (winter break, spring break, summer break), vacation, or personal leave, unless there is a significant family event. A significant family event is defined as a rare event that involves the member's immediate family and is not something that occurs annually.
3. In emergency situations, short-term, unpaid leave may be granted at the sole discretion of the District. An emergency is defined as an unforeseen, unpredictable circumstance which necessitates immediate action. An emergency does not include, though not limited to, circumstances related to medical or daycare issues.
4. If a request is made to use LWOP to extend a holiday, recess period, vacation, or personal leave a written explanation must be attached to the LWOP request form and sent to HR specifically explaining how the request meets these criteria.
5. Employees who have an additional unpaid leave needed beyond the five days, may apply to the Director of Human Resources for an additional leave without pay of up to 15 continuous work days. An employee may only use this additional leave once in a five year period. The employee must secure a substitute before the leave will be granted. This leave may be granted at the sole discretion of the Human Resource Director and a denial cannot be appealed.

6. Employees who use unpaid leave shall not be permitted to accumulate overtime or compensatory time in the two weeks prior to or following the short-term unpaid leave.
7. Employees must secure a substitute before LWOP will be approved, unless the request arises from an emergency. An emergency is defined as an unforeseen, unpredictable circumstance which necessitates immediate action. An emergency does not include, though not limited to, circumstances related to medical or daycare issues.
8. Employees may request LWOP for legal, business, religious, household, or family matters if all personal and vacation days are exhausted.

24.1.2.2 Employees may appeal denials of short-term unpaid leave to the Labor Management Committee. The Committee will review the denial based solely on the criteria out-lined in Section 24.1.2.1. The Committee may recommend a course of action to the Superintendent. Decisions by the Superintendent shall be final and binding.

- 24.2 **Parental Leave:** The District shall grant employees unpaid Parental Leave in accordance with ORS 659.470 after they have exhausted paid leave under the provisions of Article 23.7. In no case shall parenting leave exceed one (1) year in length.
- 24.3 **Family Medical Leave:** The District will grant unpaid Family Medical Leave in accordance with all provisions of the Family and Medical Leave Act (FMLA) of 1993 and the other applicable provisions of state OFLA statutes including the use of paid leave under the provisions of Article 23.8. The combination of paid and unpaid family medical leave shall not exceed twelve (12) weeks. The District may extend unpaid leave up to one year at the District's discretion under Article 24.1. For the purpose of calculating FMLA/OFLA leave the District will use a rolling twelve-month period for the previous twelve (12) months.
- 24.4 **Military Leave:** A military leave of absence without pay shall be granted to any classified employee who joins the military in any branch of the armed forces of the United States. Upon return from such leave, a classified employee shall be placed on the same step of the salary schedule as they would have been had they worked in the system during such period.
- 24.5 **Return From Leave:** All fringe benefits to which an employee is entitled at the time the leave of absence began, including seniority and unused accumulated sick leave, shall be fully restored to them upon their return as fully as if they had never taken said leave and they shall be assigned to the same or comparable position. No additional fringe benefits will be accrued during the time of leave.
- 24.6 **Extensions and Renewals:** All requests for extensions or renewals of leaves and their approval or denial shall be submitted in writing. Approval of extensions or renewals will be made by the Superintendent or designee.
- 24.7 **Insurance Coverage:** Personnel on leave of absence shall be permitted to continue group insurance coverage and shall prepay premiums on a monthly basis to the District at their own expense. This provision shall be subject to the approval of the insurance carrier. Failure to prepay insurance premiums on or before the tenth (10th) day of the month will result in the employee no longer having the privilege of purchasing group insurance coverage through the District plan.

ARTICLE 25: INSURANCE BENEFITS

- 25.1 **Insurance Committee:** During the term of this Agreement, the District and the Association agree to convene an insurance committee composed of three (3) persons appointed by the District and three (3) members appointed by the Association. The committee will meet to recommend which programs shall be offered to employees each plan year.
- 25.2 **Insurance Plans:** During the life of this Agreement, the District shall offer medical, vision, prescription and dental plans made available by the Oregon Educators Benefit Board (OEBB). Plans will be selected annually by the Association in accordance with OEBB. Employees shall be eligible to select plans annually, during the open enrollment period.
- 25.3 **Contribution Eligibility:** The District will provide insurance contributions for all regular classified employees. Regular classified employees working six (6) hours or more per day will receive one hundred percent (100%) of the insurance contribution from the District. Regular classified employees working four (4) hours per day or more per day, but less than six (6) hours per day will receive fifty percent (50%) of the District insurance contribution.
- 25.4 **District Insurance Contribution**
- 25.4.1 **2022-2023 Plan Year:** The District will contribute a cap of \$1,986.83, an increase of 3.47% from the 2021-2022 plan year, toward the medical, vision, prescription and dental insurance premiums for the October 1, 2022 through September 30, 2023 plan year.
- 25.4.2 **2023-2024 Plan Year:** The District will contribute a cap with an increase based on the average premium increase from the 2022-2023 plan year, up to 3.4% increase, toward the medical, vision, prescription and dental insurance premiums for the October 1, 2023 through September 30, 2024 plan year.
- 25.4.3 **2024-2025 Plan Year:** The District will contribute a cap with an increase based on the average premium increase from the 2023-2024 plan year, up to 3.4% increase, toward the medical, vision, prescription and dental insurance premiums for the October 1, 2024 through September 30, 2025 plan year.
- 25.5 **Employee Insurance Contribution:** Employees who select an insurance plan option that costs more than the District contribution amount shall pay the difference between the total premium cost and the District contribution through a payroll deduction. All payments for premiums owed by the employee will be paid through a District 125 C plan.
- 25.6 **HRA/VEBA/HSA:** Employees who select an insurance plan option with premium costs below the District cap receive 50% of the difference between the total premium cost and the District contribution in a HRA, VEBA or HSA plan (dependent on eligibility as defined in section 25.6.2). HSA participants shall contribute a minimum of twenty-five (\$25) dollars per month to the HSA plan, including the District contribution. The 50% of the savings that is not paid to the employee shall be returned to the District. This paragraph becomes null and void if the Association selects tiered plans. Administrative fees, if any, shall be paid by the employee. For the surcharge on an employee who elects medical coverage for the employee's spouse or dependent when the spouse or dependent has access to medical coverage as an employee in another health benefit plan offered by Oregon Educators Benefits Board or the Public Employees' Benefit Board, the employee and the District shall each pay 50% of the cost of the surcharge.

- 25.6.1 For purposes of 25.6, employees who are enrolled in non-High deductible (HDHP) and non-HSA compliant health plans are eligible for District contributions to a standard HRA plan which shall be integrated with the group medical plan. Employees enrolled in the High deductible (HDHP), HAS compliant health plans are eligible for District contributions to an HSA plan. Employees who are not enrolled or covered by a District group medical plan and are covered by a Qualified Group Health Plan are eligible for District contributions to a Standard HRA plan.
- 25.6.2 For eligible employees who enroll in any OEGB Eligible High deductible (HDHP), HSA compliant health plans during open enrollment, the District will make an annual HSA plan contribution of \$500 for each employee working six (6) hours or greater and a contribution of \$250 for each employee working four (4) or greater but less than six (6) hours. This contribution is in addition to the amount contributed under 25.6 subject to IRS annual HSA plan contributions.
- 25.6.3 All District HSA contributions are subject to IRS rules and annual limits.
- 25.6.4 For eligible employees who enroll in any OEGB Eligible High-deductible (HDHP), non-HSA compliant health plans during open enrollment, the District will make an annual HRA VEBA plan contribution of \$500 for each employee working six (6) hours or greater and a contribution of \$250 for each employee working four (4) or greater but less than six (6) hours. This contribution is in addition to the amount contributed under 25.6 subject to IRS annual HRA plan contributions.
- 25.7 **Long-term Disability Insurance:** Employees will pay the monthly premium for long-term disability.
- 25.8 **Life Insurance:** The District shall pay the premiums for group term life insurance for all regular classified employees with coverage of \$10,000, with \$20,000 AD&D.
- 25.9 **Continuation of Benefits:** Employees on a leave of absence or that have discontinued their employment with the District, shall be permitted to continue insurance coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- 25.10 **Benefits during a Workers' Compensation Absence:** In the event that an employee is injured on the job and is entitled to Workers' Compensation, the District will continue to pay the employee only insurance premiums for six (6) months. After six (6) months, the employee fully pays the premium.
- 25.11 **Section 125 Cafeteria Benefits Plan:** The District will provide a Section 125 Cafeteria Benefits Plan to provide compensation alternatives for qualifying employees. The District will publish guidelines for the plan annually.
- 25.12 **Grandfathered Prescription Benefits Plan:** District employees hired on or before June 30, 2003, who continuously received Blue Cross benefits before the inception of OEGB, shall be entitled to a District paid Prescription Benefits Plan. The purpose of the District provided plan shall be exclusively and expressly limited to reimbursement of pharmacy insurance deductibles, and pharmacy co-pays only, and will not exceed a maximum of \$500 in any benefits year.
- 25.12.1 The District contribution of \$500 shall be prorated to reflect the employee's work assignment. Regular classified employees working six (6) hours or more per day

will receive one-hundred percent (100%) of the prescription benefit contribution from the District. Regular classified employees working four (4) hours or more per day, but less than six (6) hours per day, will receive fifty percent (50%) of the prescription benefit contribution from the District.

- 25.12.2 Part-time employees who chose to purchase, out of pocket, full family coverage prior to June 30, 2003, and have continuously maintained full family coverage shall receive the full District Prescription Benefit Plan contribution of \$500. If, at any time thereafter, they reduce their coverage below full family coverage, they shall receive a \$250 District paid prescription benefit contribution.
- 25.12.3 New employees hired after June 30, 2003, do not qualify for the District Prescription Plan contribution.
- 25.12.4 No employee becoming a bargaining unit member after June 30, 2003, shall qualify for the District Prescription Plan contribution.
- 25.12.5 No employee switching from any other coverage to the Blue Cross Preferred Provider Plan after October 1, 2003, is eligible for the District Prescription Plan contribution.
- 25.12.6 Any funds remaining unused in the District Prescription Plan account at the end of the year shall revert to the District.
- 25.12.7 The District reserves the exclusive right to determine the plan or method for dispersing these funds and may or may not determine to use the District Prescription Plan as the vehicle for managing this section of the article at its sole discretion.

ARTICLE 26: SALARY

- 26.1 For the 2022-2023 fiscal year, the salary increase will be 5.75%, retroactive to July 1, 2022.
- 26.1.1 Members will be paid \$1500 bonus on April 25, 2023.
- 26.2 For the 2023-2024 year, the salary increase will be 2%.
- 26.3 For the 2024-2025 year, the salary increase will be 1% or equivalent COLA to the Licensed group; whichever is greater.
- 26.4 **Salary Schedule:** The salary schedule shall be updated with all new positions assigned to their appropriate range as follows.
- 26.4.1 For the 2022-2023 year, eligible employees will receive a step on the salary schedule.
- 26.4.2 For the 2023-2024 year, eligible employees will receive a step on the salary schedule.
- 26.4.3 For the 2024-2025 year, eligible employees will receive a step on the salary schedule.
- 26.4.4 Effective July 1, 2019, the following salary schedule adjustments will be made:
- 26.5 **Mileage Reimbursement:** Reimbursement for automobile travel when the employee uses his/her personal vehicle for District business shall be at the mileage rate established by the District for all personnel.
- 26.6 **Promotion/Demotion/Transfer:** If an employee is promoted or transferred to a new position higher than their current salary range, but less than or equal to two (2) pay scale salary ranges, the placement shall be accomplished by moving the employee to the first step where the employee will receive a wage increase or a five percent (5%) increase, whichever is greater. If a five percent (5%) increase would exceed the top step on the new higher salary range, the employee will be placed at the top step, even though the increase may be less than five percent (5%). If an employee is promoted or transferred to a new position; three (3) or more ranges higher than their current salary range, the placement shall be accomplished by moving the employee to the first step where the employee will receive a wage increase or a six percent (6%) increase, whichever is greater.
- 26.6.1 If an employee is promoted to a higher classification range due to a reclassification process, the employee shall retain their previously held step in the new range.
- 26.6.2 If the employee is transferred to a job classification with a lower salary range, for any reason other than discipline, the employee will retain their originally assigned range for two (2) years. After the two (2) year period, the employee's pay rate will be adjusted downward and the employee will be placed on the classification step which most closely matches the salary at which the employee was previously frozen. During the two-year period if a job vacancy occurs at the employee's previously held classification, and if the employee was not demoted for disciplinary reasons, the employee may request a transfer into the vacant position or the District may choose to transfer the employee to the vacant

position at their previously held classification level. If more than one red-lined employee requests the transfer, the assignment will be based on merit, competence, and seniority. Non-OSEA candidates will not be considered if red-lined employees have requested a transfer.

- 26.6.3 Employees who choose not to take the transfer to the classification previously held, or who do not apply for vacancies when notified, will have their pay reduced to the level of the position they are currently working in at the time of the proposed transfer or when the position is actually filled, whichever is later.
- 26.6.4 If an employee is transferred to a job classification with a lower salary range due to a disciplinary action, the employee's hourly rate will be set at the rate of the lower classification position, at the same step.
- 26.6.5 When temporarily replacing a person who earns a higher hourly rate, the employee shall be placed on the first step where they would receive a wage increase or shall be given a five percent (5%) increase, whichever is greater - retroactive to the first day - after four (4) working days within any pay period as defined by the time sheet. For purposes of application of this paragraph, higher rate of pay means the pay for the job being replaced. In no event shall the person temporarily promoted receive more than that which they would receive in the event of a permanent promotion to the position.
- 26.6.6 An employee who requests a transfer to, or applied for and is hired to, a position in a lower classification will be paid at that lower classification rate at the same step currently held.
- 26.7 **Group Reclassification:** If the District reclassifies a group of employees, the job description/reclassification process in Article 17 will apply.
- 26.8 **Pay Day:** The District will pay employees on the twenty-fifth (25th) day of each month. When the twenty-fifth (25th) day of the month falls on a weekend or holiday, employees will be paid on the workday prior to the twenty-fifth (25th). Employees will receive twelve (12) monthly paychecks.
- 26.9 **Time Recordkeeping:** Employees holding twelve-month (12-month) positions will be paid based on actual hours worked in their individual classifications. Employees working in multiple classifications will reflect the portion of their day worked in each classification they are assigned in the time and attendance software system.
- 26.10 **Longevity Bonus:** Employees who have completed their twentieth (20th) year, based on seniority date, shall receive a one-time payment of \$750 in that month's payroll. The employee will receive an additional payment of \$1,000 one time every five (5) years on the anniversary of their first Longevity Bonus.
- 26.11 **Misplacement on Salary Schedule:**
 - 26.11.1 Errors made by the District:
 - 26.11.1.1 Errors or omissions made by District personnel which result in misplacement on the salary schedule to the disadvantage of the employee shall be made retroactive for up to three (3) years.

26.11.1.2 Errors or omissions made by District personnel which result in misplacement on the salary schedule to the disadvantage of the District shall be retroactive to the beginning of the school year and shall be settled by negotiations with the employee so as not to cause undue hardship on the employee.

26.11.2 Errors made by the employee:

26.11.2.1 Errors or omissions made by the employee which results in misplacement on the salary schedule to the disadvantage of the employee shall be retroactive to the beginning of the school year in which the error or omission is discovered and reported to the Human Resource Department.

26.11.2.2 Errors or omissions made by an employee which results in misplacement on the salary schedule to the disadvantage of the District shall be retroactive for up to two (2) years. The pay back schedule shall be settled by negotiations with the employee so as not to cause undue hardship on the employee.

26.12 **After School Activities:** Employees hired to run after school classes or other activities will be paid the same rate as licensed employees or their regular hourly rate, plus overtime if applicable as outlined in Article 10, whichever is higher, based on the assignments on the Extended Employee Timesheet. If there is more than a 15-minute break between the employee's regular job and when the after-school activity begins, the break will be unpaid and not count towards overtime pay.

26.13 **PERS Pickup:** The district shall pay the 6% PERS pickup for all employees in the bargaining unit beginning in the 2023-2024 fiscal year. With respect to all professional compensation earned for services, the District shall cease withholding from the member's monthly salaries the six percent (6%) employee contribution required by PERS (ORS 238/OPSRP (ORS 238a), and shall "pick up," the six percent (6%) employee contribution required by PERS (ORS 238)/OPSRP (ORS 238a).

In the event that during the life of this Agreement it becomes impossible for reasons of the law, regulation, or decisions of the courts for the District to pay the employee contributions to PERS/OPSRP on behalf of employees as described above, then: a. Six percent (6%) shall be added to the base salary and the salary schedule shall be recomputed on the same index to be effective prospectively; and b. The District shall be relieved of its obligation to pay the six percent (6%) employee contribution required by ORS 238/238a.

26.14 **Translation:** Primary and Secondary translators will receive a pay differential as described in New Article 31: Translation.

ARTICLE 27: EXEMPT EMPLOYEES

- 27.1 The District may hire employees who are considered exempt employees under state and federal wage and hour laws. Employees in exempt positions shall retain all rights under the Collective Bargaining Agreement, except for Article 10.
- 27.2 Employees assigned to exempt twelve (12) month positions will accrue vacation days at the rate of twenty (20) days vacation per fiscal year, and will be consistent with all other provisions of Article 21.
- 27.3 Compensatory (comp) time earned by employees transferring from a regular position into an exempt position before the end of their current contract with the district, may be cashed out. Comp time accrued after July 1, and used, will be charged back against the accrual of twenty (20) vacation days or deducted from the retroactive payment.
- 27.4 Exempt employee's normal work week will consist of five (5) work days scheduled between Sunday at 12:00 a.m. through the following Saturday at 11:59 p.m.
- 27.5 Employees assigned to exempt twelve (12) month positions will not be required to file a monthly time sheet, but must comply with the Collective Bargaining Agreement regarding all leaves of absences.
- 27.6 The exempt salary schedule applies only to the Computer Services Department.
- 27.7 Effective July 1, 2019, the skilled Trades Salary schedule will be implemented for positions identified in Appendices A and B and 27.1 through 27.5 shall apply under this Article for employees in those positions.

ARTICLE 28: FUNDING CLAUSE

- 28.1 Economic provisions of this Agreement are those provisions, which have a financial effect upon the total cost of the Agreement, including, but not limited to, salary and insurance.
- 28.1.1 Article 29 No Strike and No Lockout Provision will have no effect if the contract is opened under the terms of this Article.
- 28.2 The parties acknowledge that revenue to fund this Agreement can fluctuate. The District or the Association may request to reopen economic portions of this Agreement based on the following criteria, which specifically excludes cash carryover funds and increase in student enrollment from consideration in the funding formula.
- 28.3 The Association may request to reopen economic portions of this Agreement if the State School Fund General Purpose Grant per Extended Average Daily Membership weighted (ADMw) allocation increases by five (5) percent above the previous July 1 to June 30 per ADMw allocation.
- 28.4 The District may request to reopen economic portions of this Agreement if the State School Fund General Purpose Grant per Extended Average Daily Membership weighted (ADMw) allocation fails to increase by 3 percent above the previous July 1 to June 30 per ADMw allocation.
- 28.5 If the Board or Association elects to reopen this Agreement, it shall notify the other party in writing and the parties agree bargaining will commence no later than sixty (60) calendar days (excluding recess periods) after the notice has been given to the other party. Bargaining under the conditions of this provision will be conducted in accord with Expedited Bargaining Process as defined in the Public Employees' Collective Bargaining law, ORS 243.698.
- 28.6 If the District elects to restrict or cease operations because of lack of funds, no employee shall be entitled to any salary or fringe benefit provided in this Agreement while the operation of the District is restricted or suspended, unless the employee is specifically directed to report to work. Payment will be prorated to the last day worked.
- 28.7 This Article does not guarantee any level of employment.

ARTICLE 29: NO STRIKE AND LOCKOUT PROVISION

- 29.1 Neither OSEA, its officers or agents, nor any of the employees covered by this agreement will engage in, encourage, sanction, or suggest any strike as defined in PECBA (ORS 243.650-243.806). Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined as the Board deems necessary.
- 29.2 In the event of a teacher strike, there shall be no lockout of classified employees.

ARTICLE 30: DURATION AND EFFECT OF AGREEMENT

- 30.1 This agreement has been mutually agreed upon by both parties and shall be effective July 1, 2022, and remain in force until June 30, 2025. This agreement shall be binding upon the Board and all classified employees and shall not be modified in whole or in part by either party without the written consent of both parties. No more than thirty (30) days prior to the first day of January 2025, OSEA shall file written notice with the District of its intent to amend, modify, continue or terminate this agreement.
- 30.2 **Savings Clause:** In the event that any provision of this contract be declared invalid by any court or agency 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 the issuance of any such decision, the parties agree to enter into interim bargaining to negotiate a substitute, if possible for the invalidated provision.
- 30.3 **Successor Negotiations:** The District and Association will enter negotiations for a successor agreement on or before February 1, 2025.
- 30.4 **Continuation of Benefits:** Benefits provided in the Agreement will be continued as follows until the happening of any of the following events:
- 30.4.1 Experience steps and District insurance contributions will not be increased following the expiration of this agreement, but will be maintained at their current level until a successor agreement is reached.
 - 30.4.2 Closure of the schools due to the lack of funds needed to operate them. The District will not be obligated to make up any terminated benefit after schools are again opened.
 - 30.4.3 The date the District has the power to implement its last offer under the collective bargaining laws.
 - 30.4.4 A successor contract is made.
 - 30.4.5 The District will use its best efforts to enable employees to continue non-recoverable insurance coverage with voluntary payments by the employees while the District's schools are closed.

ARTICLE 31: TRANSLATION

31. Translation: The District and The Association recognize the need for bilingual skills for translation (written) and interpretation (verbal) by employees to assist staff, parents, and community members regarding school related business. Also recognized is the value of the skill that it takes to be a certified translator/interpreter in the District.

31.1 Translation and interpretation are defined as a non-English speaking employee assisting an English-speaking employee to communicate with parents, students, and/or community members by relaying information given in English into non-English, and non-English into English. This could include, but is not limited to, meetings with teachers, counselors, administrators, parents, and/or students, re-writing documents from English to non-English, and from non-English to English. The district will work toward consistent expectations and training for translators. Translation/interpretation is *not* defined as communicating with parents/students in non-English or teaching students in non-English to perform the duties of the employee's job.

31.2 Employees who are bilingual and pass all District Translation Language Assessments may apply to their administrator to become Primary Translator/Interpreters for the District. Building Administrators will select up to three (3) Primary Translator/Interpreters for their building, based on need.

31.2.1 Primary Translator/Interpreters will be the first employees called upon to translate and interpret.

31.2.2 The District will provide multiple windows for taking the Translation Language Proficiency Assessment each year. Employees may sit for the Translation Language Proficiency Assessment in effort to meet TTSD's guidelines for proficiency during work hours. If an employee does not pass any section of the assessment, they may retake that portion during the next window. The district will pay for the first assessment and one make-up test. If an employee wants to take the assessment a third time, they can use Professional Development dollars.

31.2.3 Once an employee (1) passes the all four domains of the Translation Language Proficiency Assessment, (2) completes the SPED Terminology Training & Workshop, and (3) has been approved by their building admin to become a Primary Translator/Interpreter they will move one range over on the salary schedule and will remain in that column as long as they are a Primary Translator/Interpreter. The movement will occur the day that their building administrators selects them to become a Primary Translator/Interpreter.

31.2.4 Primary Translator/Interpreters translating or interpreting outside of their regular work hours will be compensated twenty (\$20) dollars per hour or the employee's regular hourly pay rate, whichever is greater. Compensation will be calculated in fifteen (15) minute intervals.

31.3 Employees desiring to be Secondary Translator/Interpreters must pass the Translation Language Proficiency Assessment in each domain for which they are requested to complete interpretation and/or translation tasks: Reading/Writing domains for translation tasks and Speaking/Listening domains for interpretation tasks and therefore receiving their TTSD Translator/Interpreter Certificate.

31.3.1 Secondary Translator/Interpreters will be called upon if a Primary Translator/Interpreter is unavailable, or if the service is required after work hours.

31.3.2 The District will provide multiple assessment windows for taking the Translation Language Proficiency Assessment each year. Employees may test for Certificates during work hours. Employees not passing any section of the Translation Language Proficiency Assessment may retest during the next assessment window. The district will pay for the first test and one make-up test. If an employee wants to take the assessment a third time, they can use Professional Development dollars.

31.3.3 Secondary Translator/Interpreters must have prior approval of an administrator before translating or interpreting for compensation.

31.3.4 As compensation, Secondary Translator/Interpreters working outside of their current job description and during their regular work hours will be paid a differential amount of fifteen (\$15) dollars per hour, over and above their regular hourly pay rate. Compensation will be calculated in fifteen (15) minute intervals.

31.3.5 As compensation, Secondary Translator/Interpreters translating outside of their regular work hours will be paid twenty (\$20) dollars per hour or the employee's regular hourly pay rate, whichever is greater. Compensation will be calculated in fifteen (15) minute intervals.

31.3.6 Secondary Translator/Interpreters will record their time specifically for the purpose of translation/interpretation differential pay, using the time and attendance software system. Administrator approval needed in the system.

31.4 Annual Identification: Every year administrators will submit to HR the names of their primary translator(s) based on need, availability and job capacity. Written notice will be provided to employees no longer receiving compensation for being a primary translator.

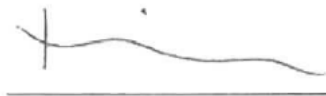
ARTICLE 32: EXECUTION AND SIGNATURE

Executed this 11th day of April, 2023, by the undersigned officers, by the authority of, and on behalf of the Tigard-Tualatin School District 23J and the Oregon School Employees Association Chapter 51.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

 Date 4/24/23

 Date 4/11/23

Blake Geilmann, OSEA 51 President


Tristan Irvin, Board Chair

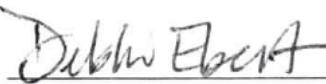
 Date 4/28/23

 Date 4/11/23

Justin Heath, OSEA Field Rep.

Sue Rieke-Smith, Superintendent

 Date 4/25/23

 Date 4/11/23

Todd Winter, OSEA 51 Vice President

Debbie Ebert, Director of HR

Appendix A: Classification Chart

		CURRENT	
CLASSIFICATION	RANGE	JOB DESCRIPTION	
1	ACCOUNTING/CLERICAL	N	Senior Purchasing Specialist
1	ACCOUNTING/CLERICAL	P	Senior Accountant
1	ACCOUNTING/CLERICAL	M	Payroll & Benefits Specialist 3
1	ACCOUNTING/CLERICAL	J	Accounts Payable Clerk
1	ACCOUNTING/CLERICAL	J	Accounts Payable Clerk (NS)
1	ACCOUNTING/CLERICAL	L	Accounts Payable Clerk 2
1	ACCOUNTING/CLERICAL	K	Bookkeeper
1	ACCOUNTING/CLERICAL	K	Payroll & Benefits Specialist 2
1	ACCOUNTING/CLERICAL	M	Budget Analyst
1	ACCOUNTING/CLERICAL	P	Data Support Specialist
1	ACCOUNTING/CLERICAL	K	Accounting Specialist
1	ACCOUNTING CLERICAL	N	Data and Budget Analyst
2	PRINT SHOP	L	Print Shop Supervisor
2	PRINT SHOP	H	Print Shop Assistant
3	CUSTODIAL	M	Building Specialist 4
3	CUSTODIAL	K	Building Specialist 2
3	CUSTODIAL	J	Warehouse /Building Specialist 1
3	CUSTODIAL	J	Building Specialist 1
3	CUSTODIAL	I	Team Leader 1
3	CUSTODIAL	J	Floor Technician
3	CUSTODIAL	F-G	Utility/Cleaning Technician
4	MAINTENANCE	ST-C	General Supervising Electrician
4	MAINTENANCE	ST-B	General Journeyman Electrician
4	MAINTENANCE	O-P	Maintenance Carpenter Lead
4	MAINTENANCE	N	Maintenance Grounds Lead
4	MAINTENANCE	ST-A-ST-B	HVAC Technician
4	MAINTENANCE	M	Maintenance Support
4	MAINTENANCE	L-M	Maintenance Carpenter
4	MAINTENANCE	I-J	Maintenance Grounds
4	MAINTENANCE	ST-B	Maintenance Journeyman Plumber
5	TRANSPORTATION	L	Routing and Data Specialist
5	TRANSPORTATION	J	Lead Driver/Trainer
5	TRANSPORTATION	I	District Bus Driver
5	TRANSPORTATION	I	Van Driver
5	TRANSPORTATION	J	Dispatcher/Bus Driver
5	TRANSPORTATION	J	Assistant Routing Specialist
5	TRANSPORTATION	H	Van Driver for Students
6	NUTRITION SERVICE	M	Nutrition Service Supervisor
6	NUTRITION SERVICE	F	Nutrition Service Assistant 3
6	NUTRITION SERVICE	E	Nutrition Service Assistant 2
6	NUTRITION SERVICE	C	Nutrition Service Assistant 1

		CURRENT	
CLASSIFICATION	RANGE	JOB DESCRIPTION	
6	NUTRITION SERVICE	J	Warehouse (NS)
6	NUTRITION SERVICE	J	Data Tech NS Service Systems Support
7	SECRETARIAL	M	Executive Assistant T&L, Asst Supt. Business
7	SECRETARIAL	L	Administrative Specialist 4
7	SECRETARIAL	L	High School Head Secretary
7	SECRETARIAL	L	Assessment and Data Support Specialist
7	SECRETARIAL	K	School Engagement Specialist
7	SECRETARIAL	K	Early Learning Coordinator
7	SECRETARIAL	I	Pregnant & Parenting Program Coordinator
7	SECRETARIAL	N	Digital Communication Specialist
7	SECRETARIAL	N	Caring Closet Coordinator
7	SECRETARIAL	P	Data Support Specialist
7	SECRETARIAL	K	Administrative Specialist 3
7	SECRETARIAL	K	School Head Secretary ES MS
7	SECRETARIAL	J	Administrative Specialist 2
7	SECRETARIAL	K	School Secretary 4
7	SECRETARIAL	J	School Secretary 4, Curriculum
7	SECRETARIAL	I	School Secretary 3
7	SECRETARIAL	H	School Secretary 2
7	SECRETARIAL	G	Receptionist 1
7	SECRETARIAL	K	HS Curriculum Sec/Data Coordinator
8	COMPUTER SERVICES	AA-AB	District Systems Administrator
8	COMPUTER SERVICES	AA-AB	Web and Systems Administrator
8	COMPUTER SERVICES	AA-AB	Data & Application Admin Student/Finance
8	COMPUTER SERVICES	AB	Network System Administrator
8	COMPUTER SERVICES	AA-AB	Technical Support Manager
8	COMPUTER SERVICES	P	Student Information Coordinator
8	COMPUTER SERVICES	M	District Technical Support Assistant
8	COMPUTER SERVICES	O	Computer Technician Building
8	COMPUTER SERVICES	M	Help Desk Technology Specialist (DO)
8	COMPUTER SERVICES	O	Network Specialist
8	COMPUTER SERVICES	J	Data Coordinator HS
8	COMPUTER SERVICES	I	HS-Help Desk Specialist
8	COMPUTER SERVICES	M	District Tech Support & AT Specialist
8	COMPUTER SERVICES	I	Technology Coordinator Bldg
9	INSTRUCTIONAL ASSIST	I	Instructional Assistant 4 - 504, Alt Ed, EBS
9	INSTRUCTIONAL ASSIST	J	Learning Specialist Assistant, YTP
9	INSTRUCTIONAL ASSIST	I	Learning Specialist Assistant
9	INSTRUCTIONAL ASSIST	I	Building Library Media Coordinator
9	INSTRUCTIONAL ASSIST	I	Student Support, ISS
9	INSTRUCTIONAL ASSIST	H	Instructional Assistant 3 – ELD, Title 1, EL. CC Lead
9	INSTRUCTIONAL ASSIST	G	Instructional Assistant 2, Childcare, Classroom
9	INSTRUCTIONAL ASSIST	H	TWI Assistant
9	INSTRUCTIONAL ASSIST	E	Instructional Assistant 1

		CURRENT	
CLASSIFICATION	RANGE	JOB DESCRIPTION	
10	ATHLETICS	N	Athletic Trainer
11	SECURITY	J	Campus Security Lead
11	SECURITY	H	Campus Security
12	EQUITY	I	Family Partnership Advocate
12	EQUITY	K	Culturally Responsive Liaison

Appendix B Salary Schedules

2022-2023 Classified Salary Schedule

Tigard-Tualatin School District

STEP	C	D	E	F	G	H	I	STEP
2	\$15.60	\$16.25	\$17.08	\$17.88	\$18.78	\$19.79	\$20.75	2
3	\$15.93	\$16.72	\$17.58	\$18.41	\$19.38	\$20.38	\$21.39	3
4	\$16.43	\$17.23	\$18.12	\$19.00	\$19.95	\$20.96	\$21.99	4
5	\$16.96	\$17.75	\$18.67	\$19.58	\$20.55	\$21.56	\$22.67	5
6	\$17.44	\$18.28	\$19.22	\$20.18	\$21.16	\$22.22	\$23.36	6
7	\$17.92	\$18.81	\$19.81	\$20.79	\$21.85	\$22.89	\$24.08	7
8	\$18.46	\$19.42	\$20.40	\$21.41	\$22.51	\$23.60	\$24.77	8
9	\$19.13	\$20.09	\$21.07	\$22.12	\$23.27	\$24.41	\$25.60	9
10	\$19.71	\$20.69	\$21.72	\$22.79	\$23.96	\$25.14	\$26.36	10
11	\$20.30	\$21.32	\$22.37	\$23.47	\$24.68	\$25.89	\$27.15	11

STEP	J	K	L	M	N	O	P	STEP
2	\$21.76	\$22.86	\$24.06	\$25.21	\$26.49	\$27.81	\$29.20	2
3	\$22.47	\$23.56	\$24.75	\$25.96	\$27.27	\$28.64	\$30.07	3
4	\$23.10	\$24.26	\$25.46	\$26.76	\$28.09	\$29.47	\$30.96	4
5	\$23.79	\$25.01	\$26.29	\$27.57	\$28.91	\$30.40	\$31.91	5
6	\$24.52	\$25.75	\$27.03	\$28.34	\$29.80	\$31.30	\$32.90	6
7	\$25.23	\$26.51	\$27.83	\$29.22	\$30.69	\$32.22	\$33.85	7
8	\$25.99	\$27.29	\$28.67	\$30.12	\$31.59	\$33.18	\$34.85	8
9	\$26.96	\$28.24	\$29.74	\$31.17	\$32.71	\$34.37	\$36.10	9
10	\$27.77	\$29.08	\$30.62	\$32.11	\$33.70	\$35.40	\$37.18	10
11	\$28.61	\$29.95	\$31.54	\$33.08	\$34.71	\$36.47	\$38.29	11

EXEMPT EMPLOYEES (261 work days)

STEP	AA	AB	AC	STEP
2	\$81,035	\$85,034	\$89,226	2
3	\$83,643	\$87,763	\$92,091	3
4	\$85,959	\$90,195	\$94,641	4
5	\$88,549	\$92,917	\$97,498	5
6	\$91,336	\$95,841	\$100,564	6
7	\$94,090	\$98,729	\$103,596	7
8	\$96,807	\$101,584	\$106,593	8
9	\$100,208	\$105,150	\$110,330	9
10	\$103,214	\$108,305	\$113,640	10
11	\$106,311	\$111,554	\$117,049	11

TRADES (261 day calendar)

STEP	A	B	C	STEP
2	\$57,742	\$60,780	\$63,979	2
3	\$60,113	\$63,277	\$66,608	3
4	\$62,486	\$65,774	\$69,237	4
5	\$64,860	\$68,274	\$71,867	5
6	\$67,233	\$70,771	\$74,496	6
7	\$69,604	\$73,268	\$77,125	7
8	\$71,978	\$75,766	\$79,753	8
9	\$74,351	\$78,265	\$82,383	9
10	\$76,724	\$80,762	\$85,012	10
11	\$79,096	\$83,260	\$87,641	11

No Step

STEP	C	D	E	F	G	H	I	STEP
9A*	\$20.91	\$21.91	\$22.99	\$24.18	\$25.37	\$26.65	\$28.02	9A*
9B*	\$21.28	\$22.36	\$23.47	\$24.64	\$25.88	\$27.16	\$28.55	9B*

STEP	J	K	L	M	N	O	P	STEP
9A*	\$29.39	\$30.83	\$32.43	\$34.01	\$35.74	\$37.51	\$39.39	9A*
9B*	\$29.96	\$31.49	\$33.05	\$34.70	\$36.41	\$38.24	\$40.15	9B*

**2023-2024 Classified Salary Schedule
Tigard-Tualatin School District**

STEP	C	D	E	F	G	H	I	STEP
2	\$15.91	\$16.57	\$17.43	\$18.24	\$19.15	\$20.18	\$21.17	2
3	\$16.25	\$17.05	\$17.93	\$18.78	\$19.77	\$20.78	\$21.82	3
4	\$16.75	\$17.57	\$18.48	\$19.38	\$20.35	\$21.38	\$22.43	4
5	\$17.29	\$18.11	\$19.05	\$19.97	\$20.96	\$22.00	\$23.12	5
6	\$17.79	\$18.65	\$19.61	\$20.58	\$21.59	\$22.67	\$23.83	6
7	\$18.28	\$19.19	\$20.21	\$21.20	\$22.28	\$23.35	\$24.56	7
8	\$18.83	\$19.81	\$20.81	\$21.84	\$22.96	\$24.07	\$25.27	8
9	\$19.51	\$20.50	\$21.49	\$22.56	\$23.73	\$24.90	\$26.11	9
10	\$20.10	\$21.11	\$22.15	\$23.24	\$24.44	\$25.64	\$26.89	10
11	\$20.70	\$21.74	\$22.82	\$23.94	\$25.18	\$26.41	\$27.70	11

STEP	J	K	L	M	N	O	P	STEP
2	\$22.20	\$23.32	\$24.54	\$25.71	\$27.02	\$28.36	\$29.78	2
3	\$22.92	\$24.03	\$25.25	\$26.48	\$27.81	\$29.22	\$30.67	3
4	\$23.57	\$24.74	\$25.97	\$27.30	\$28.65	\$30.06	\$31.58	4
5	\$24.26	\$25.51	\$26.82	\$28.12	\$29.49	\$31.00	\$32.55	5
6	\$25.01	\$26.27	\$27.57	\$28.90	\$30.39	\$31.93	\$33.56	6
7	\$25.74	\$27.05	\$28.39	\$29.80	\$31.30	\$32.86	\$34.53	7
8	\$26.51	\$27.84	\$29.24	\$30.73	\$32.23	\$33.85	\$35.55	8
9	\$27.50	\$28.81	\$30.33	\$31.79	\$33.37	\$35.06	\$36.82	9
10	\$28.33	\$29.66	\$31.23	\$32.75	\$34.37	\$36.11	\$37.92	10
11	\$29.18	\$30.55	\$32.17	\$33.74	\$35.40	\$37.20	\$39.06	11

EXEMPT EMPLOYEES (260 work days)

STEP	AA	AB	AC	STEP
2	\$82,339	\$86,403	\$90,661	2
3	\$84,989	\$89,176	\$93,572	3
4	\$87,342	\$91,646	\$96,164	4
5	\$89,974	\$94,413	\$99,067	5
6	\$92,806	\$97,383	\$102,182	6
7	\$95,604	\$100,318	\$105,263	7
8	\$98,365	\$103,219	\$108,308	8
9	\$101,821	\$106,842	\$112,106	9
10	\$104,875	\$110,048	\$115,469	10
11	\$108,021	\$113,349	\$118,933	11

TRADES (260 day calendar)

STEP	A	B	C	STEP
2	\$58,671	\$61,758	\$65,009	2
3	\$61,080	\$64,296	\$67,680	3
4	\$63,492	\$66,832	\$70,351	4
5	\$65,904	\$69,372	\$73,023	5
6	\$68,315	\$71,909	\$75,695	6
7	\$70,724	\$74,447	\$78,367	7
8	\$73,137	\$76,985	\$81,036	8
9	\$75,547	\$79,524	\$83,709	9
10	\$77,958	\$82,061	\$86,380	10
11	\$80,369	\$84,600	\$89,051	11

No Step

STEP	C	D	E	F	G	H	I	STEP
9A*	\$21.33	\$22.35	\$23.45	\$24.66	\$25.88	\$27.18	\$28.58	9A*
9B*	\$21.70	\$22.81	\$23.94	\$25.13	\$26.40	\$27.70	\$29.12	9B*

STEP	J	K	L	M	N	O	P	STEP
9A*	\$29.98	\$31.44	\$33.08	\$34.69	\$36.45	\$38.26	\$40.18	9A*
9B*	\$30.56	\$32.12	\$33.71	\$35.39	\$37.14	\$39.00	\$40.95	9B*

**2024-2025 Classified Salary Schedule
Tigard-Tualatin School District**

*For the 2024-2025 year, the salary increase will be 1% or equivalent COLA to the Licensed group; whichever is greater.

INDEX

Annual Leave Without Pay	43	Medical Coverage During Layoff	23
Arbitration	<i>See Grievance Procedures</i>	Offers of Similar Positions	22
Association Leave	41	Recall	22
Bargaining Unit	4	Leave Without Pay	43
Bereavement Leave	40	Legal Leave / Jury Duty	41
Breaks	<i>See Rest Periods</i>	Letter of Instruction	13
Bus Drivers	<i>See Transportation</i>	Life Insurance	46
Call Back	17	Longevity Bonus	49
Classified Professional Development		Lunch	<i>See Meal Period</i>
Fund Committee	32	Meal Period	18
COBRA	46	Medical Examination	3
Compensatory Time	17	Mileage Reimbursement	48
Disability Insurance, Long-term	46	Military Leave	44
Discipline	14	OSEA Rights	4
Appeal Options	15	Overtime	16
Non-probationary Employee	14	Paid Leaves	40
Probationary Employee	14	Parental Leave	44
Discipline, Definition of Terms		Payday	49
Administrative Leave	14	PERS Pick up	50
Demotion	14	Personal Vehicle, Use of	48
Discharge	14	Personnel Files	25
Suspension	14	Plan of Assistance	12
Written Reprimand	14	Position Assignment	26
District Rights	3	Position, Posting	26
Dues	7	Probationary Employee	14
Emergency and Personal Leave	40	Professional Growth	32
Emergency Closure	20	District In-Service	32
Employees		Professional Development Fund	32
Non-probationary Employee	1	Reclassification	29
Probationary Employee	1	Reclassification, Experience Credit	28
Regular Classified Employee	1	Reclassification, Group	29
Substitute Employees	2	Reduction in Hours	24
Temporary Employees	1	Resignation	14
Evaluations	12	Rest Periods	18
Exempt Employees	51	Safe Working Conditions	31
Experience Credit (Salary Schedule Placement)	28	Salary	48
Family Medical Leave	41, 44	Short-term Leave Without Pay	43
Funding Clause	52	Sick Leave	37
Grievance	9	Sick Leave Bank	38
Definition of	9	Snow Days	<i>See Emergency Closure</i>
Purpose	9	Temporary Hours	1
Time Limits & Supplemental Conditions	9	Time Recordkeeping	49
Year-End Grievance	9	Transfers	26, 48
Grievance Procedure		Translation	55
Binding Arbitration (Step 4)	10	Transportation	19
Step 1	10	Unpaid Leaves	43
Step 2	10	Vacation Leave	35
Step 3	10	Work Day	16
Grievant, Definition of	9	Workers' Compensation, Use of	
Holidays	34	Sick Leave Bank	38
Insurance Benefits	45		
Insurance Committee	45		
Insurance Contribution, District	45		
Insurance Contribution, Employee	45		
Insurance, Eligibility	45		
Job Description	29		
Labor Management Committee	8		
Layoff and Recall	21		
Layoff	21		