



## ARTICLE 2 – DISTRICT AND ASSOCIATION RIGHTS AND DUTIES

### 2.01 MANAGEMENT RIGHTS

The District retains the sole right and authority to manage the District, and all terms and conditions of employment shall continue to be subject to the School Board's direction and control and not subject to grievance, except as specifically limited by the terms of this Agreement.

### 2.02 CONTRACTING OUT

The District shall retain the right to contract out services performed exclusively by bargaining unit members. Prior to doing so, however, the Superintendent or designee will notify the Association of district intent to consider contracting for services performed by bargaining unit members at least one-hundred-twenty (120) days prior to any formal action by the Board to enter into any contract for such services and afford association representatives the opportunity to confer with the Board during said period under the provisions of ORS 243.698 regarding the decision and the impact of the proposed contracting out except that the period of negotiations shall be one-hundred-fifty (150) days. An exception to the one-hundred-twenty (120) day notice may be granted in emergency situations where the District may need to supplement or subcontract additional support services, such as a critical shortage that would impact the District's ability to remain open in a manner that is safe for students and employees (i.e. lack of custodial staff to clean and sanitize facilities, etc.). In those cases, the District shall contact the Association President and alert them to the issue and give intent. The matter will be discussed at Labor Management and the subcontracted services will be mutually agreed upon by the Association and the District. There is no other obligation for the District to bargain either the decision or impact of such contracting out of services.

For the current contract, ending June 30, ~~2026~~ **2030**, the District agrees that it will not subcontract out any additional classified bargaining unit work that has not previously been subcontracted without mutual agreement. This language expires June 30, ~~2026~~ **2030**, and does not modify the status quo.

### 2.03 ASSOCIATION RECOGNITION

#### a. Exclusions

The District recognizes the Association as the exclusive bargaining representative for all classified employees (regardless of number of hours worked) excluding TSPC licensed teachers, temporary, substitute, administrators, and the following:

All supervisory and confidential employees identified by the parties at the time of the signing of this Agreement. At the time of execution of this Agreement, the following are acknowledged to be confidential or supervisory:

1. Administrative Assistant – Superintendent, Deputy Superintendent, Assistant Superintendent, Human Resources
2. Chief Information and Technology Officer
3. Controller, Finance
4. Executive Assistant to Superintendent and School Board, Deputy Superintendent, Assistant Superintendent, Human Resources
5. Human Resources Specialist I and II
6. Lead Human Resources Specialist
7. Manager, Human Resources
8. Manager, Infrastructure Support Services
9. Manager, Application Data Service
10. Manager, Infrastructure Administrator Supervisor
11. Manager, HelpDesk
12. Manager, Payroll
13. Senior Accounting Financial Analyst
14. Supervisors, Facilities

Additional exclusions may be affected by unit clarification proceedings.

**b. Classified Employee**

For the purpose of this Contract, the term “classified employee” shall include all employees represented by the Association in the bargaining unit.

At the end of each fiscal quarter (September 30, December 31, March 31, and June 30), the District shall provide the Association a quarterly report listing the following information for all classified employees:

1. Employee name
2. Date of hire
3. Job title
4. Work location
5. Daily hours worked
6. Step placement and salary index
7. Cellular, home and work telephone numbers
8. Any means of electronic communication, including work and personal electronic mail addresses
9. Home address or personal mailing address
10. Date of birth

**c. Probationary Employee – Newly Hired**

For the purpose of this Contract, a “probationary employee – newly hired” is one who is on probationary status for a minimum of the first six (6) months of employment. For less than twelve (12) month employees, the six (6) months shall not include the summer recess period. Based on the employee’s six (6) month evaluation, the probationary period may be extended up to an additional six (6) months. If the District extends a probationary period, the Association President

shall receive a notification with an explanation prior to the employees' six (6) month evaluation.

Probationary employees who transfer to a new position before the expiration of the initial probationary period shall receive a probationary transfer evaluation prior to the probationary employee's last day before transferring to the new position.

During their probationary period, employees shall be entitled to representation by the Association and shall be entitled to all the rights and benefits enumerated in this Agreement, with the exception of Article 8.04-Reduction in Force and Article 8.06-Performance Management. Probationary employees shall also be eligible for membership in the Association.

Within ten (10) calendar days of hire, the District shall provide the Association the following information for all newly hired employees:

1. Employee name
2. Date of hire
3. Job title
4. Work location
5. Daily hours worked
6. Step placement and salary index
7. Cellular, home and work telephone numbers
8. Any means of electronic communication, including work and personal electronic mail addresses
9. Home address or personal mailing address
10. Date of birth

d. **Substitutes**

For the purpose of this Contract, a "substitute employee" is one hired for the purpose of filling the position of an absent employee or a posted vacancy. When possible, substitute positions will be filled with current in-house employees.

e. **Temporary Employees**

For the purpose of this Contract, a "temporary employee" is one who is hired for a specific period of time not to exceed one-hundred-twenty (120) working days within a twelve (12) month period commencing with the first day worked between July 1 through June 30 each year. After one-hundred-twenty (120) working days, the employee will become a probationary member of the bargaining unit. This category shall exclude seasonal employees hired only for summer work. This one-hundred-twenty (120) working days shall not apply to laid off employees who may be working a temporary assignment during the period they remain on the call-back list. If it is determined by the District that this specific position is needed beyond the one-hundred-twenty (120) working days, Labor Management will review and agree whether the temporary position will be extended, posted permanently or eliminated.

1. Special projects, bond and grant positions are specifically excluded from the provision 2.03(e) and are always temporary. Special projects and grant-funded positions exceeding one-hundred-twenty (120) working days shall be brought to, reviewed, and agreed upon by the Labor Management Committee.
2. The District will provide the Association, upon request, a quarterly report listing all temporary employees, the location, the position held, funding source, employment date, and the total number of hours worked by each employee, and the reason for the temporary positions.
3. Consideration will be given to bargaining unit employees who wish to apply for temporary positions. Bargaining unit employees who are selected to fill temporary positions at a higher FTE will keep their current benefits, longevity and leave accruals intact. Leaves taken will be charged at the hourly rate of the temporary position. Any eligible longevity pay will continue during the duration of the temporary position. Bargaining unit members who apply for a temporary position that is less FTE than their current position will have their insurance benefits adjusted to the lower amount to match the temporary FTE.
4. The bargaining unit employee will be placed at the posted pay level of the temporary position and the vacated position created by the transfer will be posted as a temporary position.
5. At the end of the one-hundred-twenty (120) working days, or at the time the original temporary position is deemed no longer needed, whichever comes first, the bargaining unit employee will return to the employee's previous position.
6. If the temporary position becomes a permanent position, the bargaining unit employee will return to the employee's previous position, and the newly created permanent position will be posted and open for application by all bargaining unit members.

f. **Student Worker**

For the purpose of this Contract, a student worker is a current or previous Medford high school student and meets one (1) of the following criteria:

1. Currently enrolled in high school.
2. Summer following high school graduation.
3. A student who has dual enrollment in high school and college.

It is understood student workers shall not displace bargaining unit employees or be hired in lieu of a bargaining unit employee.

g. **Recess Period Employment of Classified Employees**

The District agrees to first consider classified employees who are the most qualified for regular district recess period positions based on the criteria for the positions and the qualifications of the applicants. Employees hired for positions that are the same as their permanent position will be paid at their current rate. The District may screen candidates to a reasonable number to interview.

Regular bargaining unit members employed during the school year who are hired as temporary recess period help will remain as bargaining unit members during the period of recess employment. Only the following provisions of this Agreement apply to their temporary recess period employment:

1. Applicable Provisions

- a) Article 1 – General Provisions
- b) Article 2.01 – Management Rights
- c) Article 2.02 – Contracting Out
- d) Article 2.03 – Association Recognition
- e) Article 2.07 – Association Access to Facilities and Members
- f) Article 2.08 – Dues Check-Off and Association Security
- g) Article 2.09 – Strike/Work Action
- h) Article 3 – Grievance Procedure
- i) Article 5 – Employee Insurance
- j) Article 8.01 – Job Opening Notifications
- k) Article 8.02 – Vacancies
- l) Article 8.05 – Personnel Records
- m) Article 8.06 – Performance Management

2. Not Applicable

- a) Article 2.04 – Release Time for Negotiations
- b) Article 2.05 – Association Leave
- c) Article 2.06 – Association Use of Facilities and School Equipment
- d) Article 4 – Employee Compensation and Benefits
- e) Article 6 – District Retirement Benefit
- f) Article 7 – Holidays, Vacations, and Leaves\*
- g) Article 8.03 – Involuntary Transfers
- h) Article 8.04 – Reduction in Force
- i) Article 8.07 – Evaluation
- j) Article 9.01 – Position Review Committee

\*Current district employees assigned to a recess assignment may utilize up to forty (40) hours of accrued sick leave when working in a recess period assignment.

## 2.04 RELEASE TIME FOR NEGOTIATIONS

Members of the OSEA negotiating team will be released from school duties, if necessary, to attend bargaining sessions scheduled by the parties without loss of pay. Such sessions will be scheduled so as not to interfere with normal schedules where possible. Negotiation costs will be determined prior to the start of bargaining.

2.05 The Association President shall be granted release time equivalent to one (1) workday per work week to conduct Association business. The specific day shall be mutually agreed upon between the District and Association to ensure continuity of operations.

1. The District will continue to pay the President's regular compensation for the release time. The Association shall reimburse the District for the actual cost of the President's wages and associated payroll costs incurred by the District.

2. The Association President shall be expected to perform all other Association duties outside their regular District work hours, except as otherwise approved by the District.

3. The Association shall ensure that additional meeting representatives will be available for employee meetings on the four days of the week that the President is not on leave.

## 2.05 ASSOCIATION LEAVE

a. Leave will be granted to work on association business or to attend any conferences or conventions of state and national affiliated organizations. Representatives will not be entitled to district reimbursement for travel, meals, or lodging during such leave. Notice of the dates of attendance, together with the names of representatives will be provided to the District two (2) working days in advance of the need.

b. Employees ~~who are OSEA members~~ designated by the OSEA Chapter Executive Board, who are in good standing, may be allowed time off without loss of pay or benefits under the OSEA Time Release Program or Chapter 15 Time Release (Specifically to attend conferences as a delegate and reimbursed to the District by the Association) to assist in association business.

1. The District will continue to pay the employee, and the Association will reimburse the District for actual employee costs to release the employee participating in the program. Actual costs include wage and related payroll costs. Employees participating in the OSEA Time Release Program or Chapter 15 Time Release are not entitled to district reimbursement for travel, meals, or lodging.

2. Employees taking part in this program shall submit their request ~~through the District's timekeeping system~~ to their supervisor and Human Resources for approval at least two (2) working days in advance.
  3. Release of the employee is contingent upon mutual agreement between OSEA and the District.
  4. Total time used under ~~this~~ the OSEA Time Release and Chapter 15 Time Release program shall not exceed forty-five (45) working days per year with no more than ten (10) working days per employee participating, with possible exceptions considered, and as mutually agreed upon by OSEA and the District.
- c. Association members may be excused from their work schedule by the Superintendent or designee to attend a Association meetings, as long as student programs are adequately staffed by a substitute or the bargaining unit member returns and completes the employee's shift.
  - d. An employee serving in state or national level positions within the Association or its affiliates who requires release time from the employee's regular duties in the District will enter into a written agreement with the District which shall include:
    1. The manner in which the representative shall request authorization for release time.
    2. The length of release time.
    3. The terms of reimbursement for the period of release time.

The State Association will reimburse the District for the cost of compensation and benefits the representative receives from the District during the period of release time.

## **2.06 ASSOCIATION USE OF SCHOOL FACILITIES AND EQUIPMENT**

- a. Pursuant to Board Policy, the Association shall be allowed use of such office equipment, including email, computers, and courier services/intra-district mail, as needed to provide duplicating and information to the employees provided:
  1. Equipment is available and not in use by the District.
  2. Equipment is not removed from the buildings.
  3. There is no delay in district business.
  4. Association reimburses the District for any cost attributable to their use of supplies, materials, or facilities. Charges for facilities and equipment will

depend upon the type of usage as determined by the Superintendent or designee.

Failure to comply with Board policy shall result in the suspension of the privilege for at least six (6) months. After the six (6) month suspension, the Association may petition the District to reinstate privileges.

- b. The Association shall be allowed the use of the facilities of the District, excluding rent, for meetings when such facilities are available, and the meetings would not conflict with business of the District, if the Association abides by all limitations regarding heat and electrical power use.
- c. The District will designate an unobstructed bulletin board in any facility where employees of the bargaining unit are working for the posting of Association notices.

## **2.07 ASSOCIATION ACCESS TO FACILITIES AND MEMBERS**

The Association will provide the District with a list of authorized representatives (Executive Board, OSEA Representatives, Work Site Organizers, and Stewards) who will be allowed to visit the work areas of employees during work hours to discuss grievances, complaints, and other workplace related matters. Visitations shall take place before or after work hours or during employees' duty free lunch or break periods, when possible. Every effort will be made to minimize disruptions to students and the employee's workday. Reasonable notification of such visitations shall be provided to the site supervisor. Sign-in procedures will be adhered to at each site. The Human Resources Office will be notified of all significant issues. For matters of discipline, see Article 8.06. For matters of grievance, see Article 3.

Within thirty (30) calendar days of hire, designated association representatives shall have the right to meet with new employees in the bargaining unit for a minimum of thirty (30) minutes at the new employee orientation provided by the District.

For the duration of this Agreement, at each monthly Labor Management Meeting, the Labor Management Committee will monitor the implementation of HB 2016 to determine if other adjustments are needed.

## **2.08 DUES CHECKOFF AND ASSOCIATION SECURITY**

The District agrees to deduct from the wages of each employee the payment of dues to the Association. Authorization shall be in writing by each employee on the form provided by the Association. The District further agrees to continue to honor authorization for dues deduction executed by the employee in favor of the Association. The District agrees to transmit the dues deducted to the state office of the Oregon School Employees Association within forty-five (45) days of receiving the invoice.

## **2.09 STRIKE/WORK ACTION**

- a. The Association and its members will not initiate, cause, participate in, or join in any strike, work stoppage, withholding of services, slowdown, picketing, and recognition of a picket line or any other restriction of work during work time during the term of this Agreement.
- b. The Association and its members shall not be prohibited from showing union solidarity by picketing on behalf of another employee group when not on district work time, or from displaying items on their person or on bulletin boards designated for union use that are not derogatory to the District. Such displays shall not disrupt district operations, nor shall students and/or parents be enlisted to participate in such activities. If such displays disrupt District operations, or students and/or parents are enlisted to participate in such activities, the Association shall attempt to end the disruption and the enlistment of students' and/or parents' participation in such activities.
- c. There will be no lockout of employees in the bargaining unit by the District during the period of this Agreement.



## ARTICLE 8 – OTHER EMPLOYMENT CONDITIONS

### 8.01 JOB OPENING NOTIFICATIONS

- a. The District will post all notices of vacancies on the District website.
- b. Job opening notices will be posted at least seven (7) calendar days plus two (2) workdays following Winter Break and Spring Break prior to the filling of the position. The posting will include the job title, duties, qualifications, wage range, job location, range of hours, and a closing date. If no closing date is given, the body of the posting will state, “open until filled.” The District is not precluded, however, from later revising the hours or job location. The right to change locations within the same job title remains a district prerogative and not subject to grievance.

### 8.02 VACANCIES

- a. Posted Permanent Postings
  1. Because the District is committed to making promotional opportunities available to its employees, when a job opening occurs, the District will first seek to fill the vacancy with an in-district employee. In-district employees shall notify the Human Resources Department through the MSD designated employee application process if interested in a job opening.
  2. The District shall first consider awarding the position to in-district applicants based on the following criteria:
    - i. Current classification
    - ii. District seniority
    - iii. Employee evaluations
    - iv. Experience/qualifications/abilities
- b. Seniority, as used in this paragraph, shall mean a classified employee’s total length of continuous service with the District since the employee’s last date of hire as a permanent employee. All authorized leave with pay shall be considered as continuous employment for the purpose of computing seniority. An employee will lose all seniority credit in the event of voluntary or involuntary termination. An employee who is laid off and who is subsequently reinstated shall have the employee’s full seniority earned prior to layoff restored but shall not earn seniority during layoff status.
- c. When an existing employee is hired into a new classification the employee will be moved to the wage step in the new wage range which provides a wage one (1) step higher than the amount the employee was receiving prior to the change or to the first step on the new wage range, whichever is greater. The employee who is hired

into a classification lower than the one (1) under which the employee was working will be placed on the lower classification wage range at the same step as the employee was located on the higher classification range. At the end of six (6) months, if the employee remains in the new position with a satisfactory evaluation, the employee will be granted a step increase.

- d. Temporary positions refer to Article 2.03(e)

### **8.03 INVOLUNTARY TRANSFERS**

- a. An involuntary transfer is a district initiated transfer for one of the following purposes:
  - 1. District need
  - 2. Demotion
  - 3. Restructuring
- b. In the event of an involuntary transfer, an employee will receive notification in writing of the timing and reason for the transfer.

### **8.04 REDUCTION IN FORCE**

- a. If the District determines the need for a reduction in its workforce, notice of at least thirty (30) calendar days shall be provided to the Association and the District will meet with Association representatives to discuss the reasons of the reduction, how the reductions will be determined, when they will be implemented, communications to members, and possible alternatives to a reduction of force. Following the meeting, the District will provide notice to the employees to be laid off and to the chapter president. The District may ask for volunteers as soon as the notice has been given to the Association but will not impede the layoff process. No regular employees shall be laid off within a job classification as hereafter set out until, in this order, all temporary employees, rehired retirees, or probationary employees within a classification have been released. Employees within a job classification as hereafter set out shall be laid off in the inverse order in which they were hired by the District.
- b. An employee who has total length of continuous service with the District which is greater than that of employees (i) in an equal or lower job classification within the categories as hereinafter set out or, (ii) then in a job classification in which the employee has had prior work experience with the District, and for which the employee is qualified at the time of layoff, may bump the least senior employee provided employee performance in the prior position was satisfactory up to and including the time of transfer. A bumped employee may in turn bump an employee with the least seniority in the same classification and if there is no less senior employee, such bumped employee may bump out of classification on the same terms as described in the foregoing sentence. No employee will be required to bump another employee.

Employees shall have three (3) working days from the date of district notice of layoff to make a decision regarding their right to bump another employee.

An employee who bumps out of classification shall be compensated at the range for the classification into which the employee has bumped at the same step occupied prior to bumping, or at the highest step the employee had previously worked at within the classification into which the employee bumped, whichever is greater.

Any employee who bumps out of classification must bump the employee with the least seniority.

Employees may not bump into positions with higher FTE or wage than current position.

- c. Laid off employees who have recall status may apply for posted vacancies in the District outside their classification. If hired for another position the employee is not eligible for recall in, the employee will not forfeit their recall rights if the position is a lesser hour position and/or in a lower classification. The employee's accumulated leaves, insurance benefit (if eligible under the new position), and vacation accrual will be restored upon the employee's return to work at the same amount at the time of layoff.

The District will not issue or post vacancy notices for classifications that were reduced until the recall list has expired or no laid off employee remains on the recall list.

- d. When forces again increase, the employees within job classification categories shall be returned in the inverse order in which they were laid off. In such cases, seniority shall be used to determine the order of layoff and return to work consistent with the employee's qualification and ability to perform the job to which the employee's seniority entitled the employee. No new employee will be hired into classifications from which employees are laid off and remain qualified to perform on the recall list. Notice of recall shall be sent to eligible employees via certified return receipt mail. Failure to timely respond to recall, the maximum being five (5) working days from the date of receipt of the first delivery attempt notification, or five (5) working days after the delivery of the item, whichever comes soonest, shall be considered as immediate voluntary termination. It is the responsibility of the employee to ensure the District has the proper address to send the notice of recall and a phone number to communicate information. Any notice of recall returned to the District office undeliverable will be considered as a voluntary termination.

Employees who accept a notice of recall shall have up to two (2) weeks from the day the employee accepts the position in the notice of recall to return to work but may volunteer to return prior to designated return date with district approval.

- e. Recall status will automatically terminate twenty-four (24) months from the date of layoff. Employees will not forfeit their rights to recall should an employee accept a lesser hour position and/or a job in a lower classification. They will remain on the recall list for those hours and position(s) which they had prior to the layoff until the end of their twenty-four (24) month recall period. Employees who refuse an offer of recall to a position other than the position the employee was laid off from or for FTE less than in the employee's original position, shall be considered a voluntary resignation and removed from the recall list.

Employees who are laid off will be given consideration as substitutes and such consideration will not affect the member's recall rights.

- f. For purposes of the foregoing paragraph, seniority shall mean the classified employee's total length of continuous uninterrupted service with the District.
- g. Layoff rankings and priorities will not be applicable where the District must comply with maintenance of standards requirements under the law.
- h. All ties in seniority shall be broken by the drawing of lots. The drawing of lots shall take place within seventy-two (72) hours of the District providing the two (2) week notice to the Association of a reduction in force.
- i. Job categories for the purposes of this Article are as follows:

Category 1      Administrative Assistant  
                         Office Manager  
                         Office Assistant  
                         Secretary

Category 2      Payroll Specialist II  
                         Payroll Specialist I  
                         Accountant  
                         Accounting Clerk

Category 3      Multilith Operator II/Site  
                         Publications Operator I

Category 4      Technical Support Specialist II  
                         Technical Support Specialist  
                         Multi Media Communication Specialist

Category 5      Applications and Data Analyst  
                         Computer Programmer III  
                         Computer Programmer II  
                         System Analyst II/Achievement and Data Reporting Analyst  
                         System Analyst I

Category 6      Infrastructure Administrator

|             |                                                                                                                                                                                                                                                                  |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | Computer Technician III<br>Computer Technician II<br>Computer Technician I                                                                                                                                                                                       |
| Category 7  | Campus Monitor III<br>Campus Monitor I                                                                                                                                                                                                                           |
| Category 8  | Child Development Center Leader<br>Child Development Center Assistant II<br>Child Development Center Assistant I                                                                                                                                                 |
| Category 9  | Translator/Interpreter                                                                                                                                                                                                                                           |
| Category 10 | Special Education Assistant II<br>Educational Assistant – Computer Lab<br>Educational Assistant/ELL Educational Assistant/ELL Success<br>Specialist/Special Education Assistant I/Student Success<br>Specialist<br>Educational Support Staff/Title Support Staff |
| Category 11 | Media Center Technician<br><del>Media Center Assistant High School</del><br><del>Media Center Assistant Middle School</del>                                                                                                                                      |
| Category 12 | Family and <del>Equity</del> <b>Community</b> Liaison<br>Positive Attendance Support Specialist                                                                                                                                                                  |
| Category 13 | Speech Language Pathology Assistant                                                                                                                                                                                                                              |
| Category 14 | Licensed Practical Nurse                                                                                                                                                                                                                                         |
| Category 15 | Head Custodian<br>Custodian II<br>Custodian I                                                                                                                                                                                                                    |
| Category 16 | Groundskeeper                                                                                                                                                                                                                                                    |
| Category 17 | Maintenance Specialist – Welding                                                                                                                                                                                                                                 |
| Category 18 | Maintenance Specialist – Locksmithing/Carpentry                                                                                                                                                                                                                  |
| Category 19 | <b>Maintenance Specialist – Carpentry/Cabinetry II</b><br>Maintenance Specialist – Carpentry/Cabinetry                                                                                                                                                           |
| Category 20 | Maintenance Specialist – Painting                                                                                                                                                                                                                                |
| Category 21 | Maintenance Specialist – HVAC                                                                                                                                                                                                                                    |

|                        |                                                                                 |
|------------------------|---------------------------------------------------------------------------------|
| Category 22            | Maintenance Specialist – Plumbing                                               |
| Category 23            | Maintenance Specialist – Electrical II<br>Maintenance Specialist – Electrical I |
| Category 24            | Warehouse Worker II<br>Warehouse Worker I                                       |
| Category 25            | Theatre Technician                                                              |
| Category 26            | Resource Conservation Specialist                                                |
| Category 27            | Purchasing Coordinator                                                          |
| <del>Category 28</del> | <del>Safe Routes to School Coordinator</del>                                    |
| Category 29            | Communications Support Specialist                                               |

## 8.05 PERSONNEL RECORDS

- a. A Personnel File includes:
  1. Hiring, promotion, demotion or termination decisions.
  2. Pay changes.
  3. Performance evaluations, disciplinary notices or warnings.
  4. Complimentary letters and commendations.
- b. A Working File includes:
  1. Current work performance expectations/standards, verbal or written.
  2. Record of discussions between employee and supervisor (coaching/ counseling sessions).
- c. Complaints regarding specific classified employees and related investigations will be kept in a separate complaint working file.
- d. No information reflecting critically upon an employee shall be placed in the employees' personnel file that does not bear the signature of the employee indicating that the employee has been shown the material, or a note stating that the employee refused to affix the employee's signature. A copy of any such materials shall be furnished to the employee upon request. An employee shall have the right of reasonable inspection of the employee's file during business hours.
- e. An employee shall have the right to respond in writing to material which the employee feels is incorrect or derogatory towards the employee and to have the writing placed in the file. Documents in the personnel file other than those relating to evaluation or evaluation procedures if shown to be inaccurate will be removed upon request of the employee. If the request is denied, the employee may appeal

the decision to the Superintendent. The decision of the Superintendent shall be final and binding and not subject to the grievance procedure.

- f. Material placed in the records without conformity with the provisions of the foregoing sections will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the employee.
- g. For new bargaining unit members hired or bargaining unit members transferred, a written job description shall be acknowledged electronically in the application/records management system by the bargaining unit member and shall be placed in the bargaining unit member's file. The District has the right to revise or change the same, however, and such will likewise be placed in the file. The revision or change shall not be subject to grievance.

## **8.06 PERFORMANCE MANAGEMENT**

### **a. Performance**

The District will provide a work environment that fosters successful, productive employees through the establishment of an effective performance management process. This process is comprised of effective communication, establishing clear expectations, providing opportunities for employee development, and monitoring and evaluating performance.

**Performance Plan:** In the event of unsatisfactory performance based on the classified employee evaluation rubric, the following procedure will be followed.

- 1. The supervisor shall conduct a conference with the employee, with an Association representative present. The employee will be informed of the deficiencies noted in the employee's performance:
  - i. Suggestions on how the employee can improve, along with additional training opportunities available to the employee.
  - ii. The specified number of days given to correct the deficiencies.
  - iii. Possible consequences for failure to improve the deficiencies.

The conference will be followed-up in writing with the information discussed in items 1(i), 1(ii), and 1(iii) above and provided to the employee immediately following the conference. The employee will acknowledge that the employee received the conference summary.

- 2. Failure to successfully improve performance according to the established performance plan may lead to adverse personnel action, up to and including termination.

### **b. Misconduct**

The District may suspend, demote, terminate, or otherwise discipline ~~post-probationary~~ employees for just cause. Probationary employees shall be subject to just cause as required by law. Disciplinary action involving probationary classified employees shall not be subject to the grievance procedure under this Agreement.

The parties agree that the principles of progressive discipline are to be used when considering disciplinary action. When a meeting is called with the employee to discuss or investigate misconduct, an association representative will be present unless the employee declines in writing.

Discipline for just cause is limited to the following:

1. Oral reprimand
2. Written reprimand
3. Demotion
4. Suspension
5. Dismissal

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

In the event the District determines the nature of the misconduct is so severe as to warrant immediate suspension, the District will suspend the employee with pay pending an investigation into possible misconduct.

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

## **8.07 EVALUATION**

Each bargaining unit member will be evaluated by their immediate supervisor utilizing the evaluation tool developed in partnership between the District and OSEA leadership. Probationary employees will be evaluated at the end of their probationary period, and if successful in completing the probationary period, the first year thereafter. Non-probationary employees will be evaluated at least once every other year thereafter. Evaluations shall occur between January 1 and no later than five (5) working days prior to the employee's last scheduled work day. For twelve (12) month employees, "last scheduled work day" shall be June 30.

## **8.08 WORKPLACE PRIVACY AND ELECTRONIC SURVEILLANCE**

**a. Purpose and Scope:** The primary purpose of electronic surveillance is to ensure the health, welfare, and safety of all employees, students, and visitors, and to safeguard District facilities and equipment.

**b. Partner Sites:** For employees providing services at charter schools or partner sites with their own surveillance, the District will notify affected employees.

