
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ROGUE RIVER SCHOOL DISTRICT NO. 35

and

***ROGUE RIVER ASSOCIATION
OF CLASSIFIED EMPLOYEES***

JACKSON COUNTY, OREGON

2025-2028

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THIS AGREEMENT, entered into this 13th day of **June, 2025** by and between ROGUE RIVER ASSOCIATION OF CLASSIFIED EMPLOYEES, hereinafter called "Association," and ROGUE RIVER SCHOOL DISTRICT NO. 35, Jackson County, Oregon, acting by and through its duly-elected and acting School Board, hereinafter called the "District," as follows:

ARTICLE 1 RECOGNITION - STATUS OF AGREEMENT

- A. The District recognizes the Association as the exclusive bargaining representative for all regular full-time and regular part-time classified employees employed by the District, hereafter referred to as member. Further, it is recognized that all administrators, licensed teachers, supervisors, confidential employees, substitutes and/or temporary employees are specifically excluded from the bargaining unit.
1. "Confidential employee" means one who assists and acts in a confidential capacity to a person who formulates, determines and effectuates management policies in the area of collective bargaining.
 2. "Supervisory employee" means any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or having responsibility to direct them, or adjust their grievance, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of the merely routine or clerical nature, but requires the use of independent judgment. However, the exercise of any function or authority enumerated in this subsection shall not necessarily require the conclusion that the individual so exercising that function is a supervisor within the meaning of ORS 243.650 to 243.782.
 3. "Regular full-time employee" is defined as an employee who works thirty (30) hours per week or more. "Regular part-time employee" is defined as an employee who works less than thirty (30) hours per week.
 4. "Substitute employees" are those irregular employees temporarily replacing regular employees during absences.
 5. "Temporary employees" are defined as follows: irregular employees hired for a specific period of time not to exceed ninety (90) calendar days.

- B. This Agreement shall modify, or replace, any policies, rules, regulations, procedures or practices of the District that are determined to be contrary to its terms.
- C. There shall be two (2) signed copies of the final Agreement for purposes of records. One (1) shall be retained by the District and one (1) by the Association. This agreement shall be published by the Association; the cost of publication shall be shared equally by the Board and the Association. The Association shall supply a copy of this Agreement to each member of the bargaining unit and the District shall post a copy of this Agreement on the District website.

ARTICLE 2
ASSOCIATION RIGHTS AND MANAGEMENT RIGHTS

- A. Upon written request, the District agrees to furnish to the Association information reasonably and legally available for its function as exclusive bargaining representative.
- B. **USE OF SCHOOL BUILDINGS**
School facilities may be used for Association meetings and business at reasonable times provided that such meetings shall not interfere with the normal school operations and provided that custodial staff is on duty. Association-designated representatives who are employees of the District shall be allowed to conduct Association business inside District worksites during and outside of regular work hours, provided the business does not disrupt direct student services, and the office is notified of the representative's presence.
- C. **USE OF SCHOOL EQUIPMENT**
The Association shall have the right to use approved equipment of the District with prior approval of the site supervisor. Any costs incurred by the District from giving this approval shall be paid to the District by the Association.
- D. **COMMUNICATION**
The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. The Association may use the interschool mail facilities and member mailboxes for member communication. The Association shall have the right to use District computers, internet access, and email system to conduct Association business. The Association will adhere to any District policies and rules regarding use of the computers, the e-mail system, and Internet access.
- E. **NEW HIRES/ACCESS TO EMPLOYEES**
The District shall allow designated union representatives reasonable time to engage in the following activities at the District's facilities during regularly scheduled work hours, without loss of compensation, benefits, leave accrual, or seniority:
 - 1. Investigate and process grievances and other workplace-related complaints;
 - 2. Attend investigatory meetings, hearings, and other due process proceedings;

3. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
4. Engage in collective bargaining as a designated representative;
5. Attend labor-management meetings to discuss employment relations;
6. Participate in new hire orientations as follows:
 - a. Prior to the start of the school year, the District shall provide a 60-minute block during the paid in-service days for the Association to meet with new employees hired during summer break.
 - b. After the school year begins, the District shall provide the Association with a one-hour block of time once per month for the Association to meet with new employees. The District shall notify new hires of scheduled new hire orientations. If there have been no new employees hired within the 30-day period from one new hire orientation to the next, the orientation will be cancelled and will resume in the next month.
7. Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.

For the purpose of this Article, "designated representatives" shall include any executive board officers and building representatives. The District shall not reduce a designated representative's work hours to accommodate the performance of the activities listed above, except to prevent a member from working unauthorized overtime hours.

F. LABOR-MANAGEMENT COMMITTEE

A labor-management committee consisting of equal representation from the Association and the District will meet as needed, during members' working hours, for the purpose of discussing and resolving non-grievance issues or problems of mutual concern. Any member of the group may suggest items for the agenda.

- G.** The District shall provide the Association representative with a minimum of 24-hours prior notice of all investigatory, disciplinary, and Plan of Assistance Meetings; however, if the member requests to have the meeting take place sooner than the 24-hour window, this is acceptable.

H. 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.

I. Contracting Out

The District shall retain the right to contract for services. Prior to doing so, however, the Superintendent will notify the Association of the District's intent to consider contracting for services performed by bargaining unit members at least 90 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.

J. The District agrees to furnish each member, upon request, a copy of the most recent job description that pertains to that requesting member's job.

Upon request, the District agrees to furnish to the Association all readily available, nonconfidential information necessary for the Association to function as the exclusive bargaining representative.

K. Whenever any representative of the Association, or any member, is required by the District to participate during working hours in negotiations, grievance proceedings, or any conference relating to the administration of the collective bargaining agreement, the member shall suffer no loss in pay.

ARTICLE 3 MEMBER RIGHTS

A. Notice To Appear

Whenever any member is required to appear before the School Board, the Superintendent, or designee, concerning any matter that could adversely affect the continuation of the member in office, position, or employment, or the salary of any increments pertaining thereto, then the member shall be given prior notice of the meeting and the purpose of the meeting or interview. The member shall be entitled to have a representative of the Association or other counsel present to advise the member during such meeting or interview.

B. Safety

- 1) Each member shall be provided a copy of the student conduct and discipline code for their building. Each year, by the end of September, building administrators will review this with members.
- 2) To the extent permitted or allowed by law, the District will provide members with information regarding students who may pose a safety risk.
- 3) If a student causes physical harm to a member, the member will be notified of any applicable behavior or safety plans prior to the student's return to the member's workspace, to the extent possible or allowed by state and federal student confidentiality and special education laws.
- 4) In the event any member suffers an injury due to attack, assault, overt physical act of violence, or inappropriate physical contact by a student(s), the member shall file an incident/accident report. Members may request a meeting with their administrator or designee to review the situation. The District will make a reasonable effort to meet with the member to review the situation and determine next steps before the member is required to return to work with that student. Members may request that an Association representative attend the meeting with them.

C. Association Identification

No member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. Special Education

- 1) Members assigned to work with a student(s) with specialized needs, meaning students who have an IEP, a 504 plan, or a behavior intervention plan, or who otherwise have specialized education needs, to assist the student with the educational, behavioral, medical, health, or disability-related support needs of the student shall:
 - a. Have access to student plans, protocols, or other documents related to the member's responsibilities;
 - b. Be consulted with when the education plan for the student is being developed, reviewed or revised, including being invited to, and compensated for attending, meetings regarding:
 - i. The student's individualized education program, 504 Plan or behavior intervention plan; or
 - ii. The student, when the decisions made and issues discussed are related to the responsibilities of the member to support the student or when the member has unique information about the student's needs and present level of performance.
 - c. Receive adequate training to safely carry out each of the specialized duties assigned to the member.

ARTICLE 4
PERSONNEL RECORDS

- A. District agrees to give copies of all written evaluations, complaints, and disciplinary actions that are placed in a member's working and personnel file to the member. The member shall be requested to sign the file copy for the purpose of acknowledging receipt of the document. A member's personnel records shall be available for inspection upon their request.
- B. Material placed in the personnel file of a member without conforming to the provisions of this Article will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the member.
- C. A member shall have the right to attach a written statement of explanation to any material in the personnel file.
- D. A member's working files shall be cleared out at the end of an evaluation cycle. The District will notify the member in writing of any document that is transferred from the working file to the personnel file.

ARTICLE 5 VACANCIES AND TRANSFERS

- A. Definitions
 - 1. **VACANCY:** A situation where a vacant position was previously held by a member which the District intends to fill or when a new position is created.
- B. Before initiating a move between schools, the District will first seek volunteers. Members who are interested in volunteering shall notify the Superintendent within three (3) working days. Decisions on the move between schools remain at the District's discretion.
- C. The Board shall list classified job openings that become available within the bargaining unit. When a job opening occurs, the District will first open the vacancy to in-District applicants. Except in exigent circumstances, job openings shall be posted online and emailed to all members at least five (5) working days prior to closing or external posting of such open positions. A copy of the posting shall be forwarded to the president of the local Association. Qualified bargaining unit members who indicate an interest for a vacant position in accordance with Section A. , above, will be granted an interview.
- D. When making transfers, or filling vacancies, the District shall take the training, experience, specific achievements and service to the District into consideration. After application deadlines have passed, the District may fill the vacancy.
- E. Upon request of any applicant rejected for a position, the District will provide a written explanation as to the reason for the rejection.
- F. A member who requests to be transferred to a higher classification shall be moved to the same experience step in the new pay range. For example, if an IA is transferred into a Secretary position, they shall keep their step and move to the Secretary pay range. A member who requests to be transferred to a lower classification shall be paid at the same step but at the lower rate.
- G. **Involuntary Transfer**
When a member is being involuntarily transferred, written notice will be given to the member and to the Union President as soon as reasonably possible by their direct supervisor or by the superintendent. The notice will identify specific reasons for the transfer. Within fifteen (15) District office days after the District sends the transfer notice, the District will schedule a meeting between the direct supervisor (or designee) and the member, who may invite a representative to attend. The involuntary transfer will not take place until after the meeting occurs or the member declines/fails to attend the meeting. During the meeting,

the member will have an opportunity to discuss the transfer with their direct supervisor or designee.

A member who is involuntarily transferred to a lower classification for any reason other than performance will be placed on the salary schedule in the new range at the closest step that does not result in a loss of pay. Members who are involuntarily transferred to a lower classification for performance reasons will be placed on the salary scheduled based on the member's experience level in the new range.

A member who is involuntarily transferred for any reason other than a RIF or bump will not experience a loss of hours as a result of the transfer.

Demotions that result from conduct-based disciplinary action are not covered by this section, and will be governed by Article 10, Discipline and Discharge.

- H. When a member is hired and/or transferred into a new position, upon request by the member, the District shall provide training for that position. If a member's request for training is denied, they may appeal the denial to the Labor Management Committee where a final decision will be made. The final decision is not grievable under Article 12 of this agreement.
- I. Bargaining unit members who express an interest in writing will be given first consideration to work in substitute positions (non-bargaining unit positions) for which they are qualified and where such work is not incompatible with the bargaining unit member's regular assignment. The terms and conditions of any substitute work are subject to the discretion of the District; those terms and conditions are not covered by this Agreement.
- J. Any classified position within the District that has been approved and budgeted by the Board which becomes vacant through retirement, resignation, transfer or other form of termination shall not be filled with a substitute employee beyond a reasonable time necessary to fill said position.
- K. Bargaining unit members who desire notification of specific summer vacancies and specific temporary positions shall file a written statement of such desire with the District Office no later than the last contract day of each school year. Such statements must be renewed annually. The District shall mail a copy of each opening to the RRACE Representative and post it on the District website.

ARTICLE 6 ADVISORY INPUT

1. It is agreed that the Board of Directors recognizes the desirability of classified member input for the purpose of advising the Superintendent and the School Board on matters relating to the design of the job description, the combination of old and creation of new positions, or the elimination or addition of responsibilities within current job functions. Prior to Board revision and/or adoption, new job descriptions design drafts and redesign drafts of existing job descriptions for classified members covered by this contract will be submitted by the Superintendent to the Association and affected members for input. Such notice shall be in writing to the Association president and given by posting such information in buildings where bargaining unit members work. Whenever possible, the member's input should be made through the respective supervisor responsible for the service to which the position relates. The Superintendent will advise the Board of all such input.
2. Members shall be notified of changes to job descriptions and may request training to meet the new job expectations. If a member's request for training is denied, they may appeal the denial to the Labor Management Committee where a final decision will be made. The final decision is not grievable under Article 12 of this agreement.
3. When District committees are formed that relate to Classified employee matters, Classified members will be invited to provide a Classified Representative for the committee, whenever feasible.

ARTICLE 7 LEAVES FROM DUTY

PAID LEAVES

A. Sick Leave

1. Members who work twelve (12) months shall be granted not less than twelve (12) days' sick leave per year. Six (6) sick leave days shall be accrued as of July 1st of each year. In each subsequent month, one sick leave day shall be accrued until the full twelve (12) days have been accrued.
2. Members who work eleven (11) months shall be granted not less than eleven (11) days' sick leave per year. Five and one-half (5.5) sick leave days shall be accrued as of August 1st of each year. In each subsequent month, one sick leave day shall be accrued until the full eleven (11) days have been accrued.
3. Members who work nine or ten-months shall be granted not less than ten (10) days' sick leave per year. Five (5) sick leave days shall be accrued on their first working day of each school year. In each subsequent month, one sick leave day shall be accrued until the full ten (10) days have been accrued.
4. Members hired after the start date for their classification shall receive a sick leave allotment totaling one day of sick leave for each month remaining in their work year. One-half of their sick leave allotment shall be accrued on their first working day. In each subsequent month, one sick leave day shall be accrued until their total number of allotted sick leave days have been accrued.
5. Notwithstanding, the member must actually report for work in the new school year before sick leave begins to accrue. The accumulation of sick leave days shall be unlimited. Sick leave accumulation at retirement shall be reported to PERS for Tier I and Tier II PERS members to provide additional retirement benefits as provided for by state law.
6. Sick leave may be used for illness or injury within the immediate family or for any other reason guaranteed by law.
7. "Immediate family" as defined herein, shall be defined as spouse, domestic partner, children, step-children, parents, spouse's parents,

grandparents, other persons in loco parentis, and persons regularly residing in the home of the member.

B. Sick Leave Bank

1. Upon request by the Association, bargaining unit members shall have the option to voluntarily transfer three (3) days of accumulated sick leave, with a total bargaining unit cap of 120 standard days per year, to one or more unit members for special circumstances. A standard day is defined as eight hours.
2. Members will fill out an electronic release form to donate leave that shall be submitted to RRACE and the District. Once the leave is donated to the bank, the revocation of sick leave is final and will not be returned to the donating member.
3. The accumulated sick leave bank days will carry over from year to year.
4. Members will submit a request for sick leave bank hours through an electronic request form that is sent to RRACE. RRACE will notify the District within five working days if the request has been approved.
5. RRACE will have sole discretion in designing criteria for disbursing hours and/or days from the sick leave bank, and decisions on disbursement are not grievable.
6. Sick leave bank usage does not change an unapproved absence into an approved absence.
7. The Association and members shall hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the Sick Leave Bank provisions, except for those determined to be caused by the District's negligence.

C. Paid Leave Oregon (PLO)

1. In the event a member qualifies for benefits under PLO, they shall have the following options:
 - a. Receiving only PLO benefits without deduction from their sick leave;
 - b. Supplementing PLO benefits with sick leave pay with a combined total not to exceed the members fully daily salary for all or part of the period of absences as selected by the member.

2. Seniority and benefits shall continue to accrue while the member is out on paid leave.

The member must notify the District in a timely manner when applying for the leave which option they would like to take; otherwise, the default will be supplementing PLO with sick leave pay.

D. Bereavement Leave

1. Each classified member who is absent from duty because of a death in their immediate family shall be entitled to ten (10) days of bereavement leave. The first three (3) days of bereavement leave will be paid even if the member has no available sick or personal days left. The leave does not have to be continuous. The member must use all of their available sick leave and personal leave before taking unpaid bereavement leave. Bereavement leave shall not be cumulative.
2. "Immediate family" shall be defined as blood relations and in-laws, to include spouse, domestic partner, children, grandparents, grandchildren (including step, foster, and legally adopted children), parents (including step-parents), brother and sister (including step brothers and sisters), uncle, aunt, nephew and niece.

E. Personal Leave

A member absent from duty for essential personal reasons which may include, but are not limited to, business, household or family matters, shall be paid their full salary for the period of such absence not exceeding a total of two (2) days in any one school year. Members hired on or after April 1st will receive one personal day. Personal leave does not accumulate from year to year and unused personal leave will be paid out at the following rates: Unused full days will be paid at the member's daily rate in June paychecks. Unused days that are less than full days will be paid out in June paychecks at the member's hourly rate for each unused hour.

F. Legal

1. When a member is required to appear as a witness in court or before any other tribunal in response to a lawful subpoena, the member may attend without loss of pay. The member's daily salary shall be reduced by the amount of witness fees, exclusive of mileage and meal reimbursement. This provision does not apply in any case where the member or the Association is a complainant in a case against the District or in cases where the member initiates the court action, unless the need for the leave arises from the

member's participation in or preparation for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board.

2. Members who are called for jury duty shall be excused for that purpose without loss of pay, provided that, when the member receives their jury fee, said fee shall be deducted from the member's pay. On days when the member is excused from jury duty, they will report for work.

G. Association Leave

The District shall grant the Association a total of seven (7) days' paid leave during the school year for Association, collective bargaining and administration business. The Association will determine which members shall use the seven-days of leave, and shall provide the names, dates, to the Superintendent at least 48 hours in advance. No more than four persons will be granted Association leave on any one day. Association leave will not be cumulative.

UNPAID LEAVES

- A. The Board or designee may grant unpaid leaves of absence at its discretion upon application. Members are expected to notify the Superintendent or designee as soon as reasonably practicable to request approval for unpaid leave. Upon request by the member, the District shall provide a written explanation if an unpaid leave request is denied.

B. Family Medical Leave Acts

The District acknowledges the Federal and State Family Leave Acts.

C. Maternity/Child Care Leave

At the request of the member an unpaid maternity/childcare leave will be granted for up to one year. Unless emergency medical conditions exist, maternity/childcare leave must be applied for at least three months in advance. Maternity/child care leave will be unpaid leave except as required by law.

D. Extensions And Renewals

All extensions or renewals of leave shall be applied for and granted in writing. However, the discretion as to whether such leave shall be extended or renewed remains solely with the District.

E. Return From Leave

Except as required by law, a member shall not lose accumulated sick or personal leave or seniority during an unpaid leave of absence. No sick leave will be accumulated during such absence. The member shall be assigned to the same position or a position for which the member is qualified.

Failure to deliver notice of their intent to return in writing to the District at least 45 days prior to their scheduled return date may be construed as a resignation by the member at the discretion of the District. The District shall attempt to contact members who are on an unpaid leave of absence to inquire about their intent to return to the District.

F. Fringe Benefits

Except as required by law, fringe benefits will continue to be available to the member at the member's choice and expense provided the insurer is willing to extend coverage subject to laws, rules and regulations of the insurance carrier.

ARTICLE 8 SENIORITY

- A. Seniority, as used in this Agreement, unless otherwise specifically stated, shall mean a classified member's total length of continuous service with the District since the last date of hire, as measured by the first day of actual work in the bargaining unit position. All authorized leave with pay shall be considered as continuous employment for the purpose of computing seniority. A member shall lose all seniority credit in the event of voluntary or involuntary termination, except as stated in Section C below. A member who is laid off and who is subsequently reinstated, shall have the full seniority earned prior to layoff restored, but shall not earn seniority during their layoff status.
- B. Seniority within a job classification shall mean a classified member's total length of service with the District in a designated job classification.
- C. When a member moves from the RRACE bargaining unit to another position in the District and then returns to the RRACE bargaining unit, their original seniority date within the RRACE bargaining unit shall be maintained.

ARTICLE 9 LAYOFFS

- A. If the District determines the need for a layoff it shall provide to the Association an updated seniority list that includes each member's hire date and classification, and written notice of all positions that may be eliminated as soon as practical, but in no event less than ten (10) working days prior to the notification to members of the layoff. The Association and, members to be laid off, shall be provided with written notice no less than twenty (20) working days prior to the layoff citing the specific positions to be affected, the proposed time schedule and the reason(s) for the proposed action. No permanent members shall be laid off within a job classification until all temporary employees in such classification have been terminated.
1. The order in which members will be laid off will be determined by seniority within the District. Any ties in seniority shall be resolved by drawing lots. When forces again increase, members shall be returned in the inverse order in which they were laid off. No new employees will be hired into positions for which a member on the recall list remains qualified to perform, unless the member on the recall list does not wish to accept the position.
 2. A member who has total length of continuous service with the District which is greater than that of members in a job classification in which the member has had prior work experience with the District and for which the member is qualified at the time of layoff, shall bump any such other member in the job classification provided member performance in the prior position was satisfactory up to and including the time of transfer. Work experience for the purposes of this article does not include irregular, temporary, substitute, and out of classification work.
 3. A bumped member shall in turn bump a member with less seniority in the same classification and if there are no further less senior members, the final bumped-member shall bump out of classification on the same terms as described in this Article.
 4. A member may refuse to accept the transfer to the new position or classification, and shall be laid off and placed on the recall list.
 5. A member who bumps out of classification shall be compensated at the range for the classification into which they bumped at the same step occupied prior to bumping, or at the highest step they had

previously worked at within the classification into which they bumped, whichever is greater.

6. A member who accepts a job in a lower paying classification shall remain on the recall list for their original position until they are called back, or for the full 27 months, whichever is longer.
 7. Members who have their hours reduced as a result of a reduction in force shall remain on the recall list until they are returned to their prior hours, or for the full 27 months, whichever is longer.
- B. Layoff status shall automatically terminate twenty-seven (27) months after the effective date of such layoff. If within twenty-seven (27) months of layoff a vacancy occurs within the District and from within the classification from which the member was laid off, the recall procedure outlined below shall be followed:
1. Laid off members shall be recalled in the reverse order in which they were laid off.
 2. At the time of layoff the District shall provide laid off members the opportunity to express in writing a desire to return to the District. The member shall provide their home address and personal email address for recall notification. In the event of a recall, the District shall notify the member who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the member to the District Office. The District shall also notify the member through their personal email address if it has been provided to the District. The so-notified member shall have seven (7) calendar days from the date of receipt of the recall to notify the District of their intent to return to work. The recalled member shall return to work no later than fifteen (15) calendar days from the date the District is notified of the acceptance of the recall. Failure of the member to meet either of these time requirements shall terminate the member's right of recall.
 3. A member who is laid off and who is subsequently reinstated, shall have all benefits restored that were earned prior to layoff, including paid leaves and full seniority earned prior to layoff, but shall not earn seniority during their layoff status.
- C. Prior to the District notifying the affected members of layoff, it will notify the Association's executive committee in writing of the scheduled implementation of reduction in work hours or elimination of bargaining unit positions. The Association and District will meet to investigate and discuss alternative plans to

reduction in hours or elimination of bargaining unit positions. Board decision following such discussions is not grievable.

- D. Any reduction in work hours exceeding one hour per day or the elimination of a filled bargaining unit position will activate the layoff procedure. Should a bargaining unit position be vacated due to resignation, retirement or unpaid leave of absence, the district may reduce the hours of the position.

ARTICLE 10 DISCIPLINE AND DISCHARGE

A. Just Cause

The District shall not discipline, reprimand, suspend, reduce in compensation, or dismiss any member without just cause.

B. Prior to an investigative meeting, the District shall inform the member in writing of the reason for the meeting and shall provide a brief description of the allegations. The District shall notify all members in writing of their right to Association representation for all meetings related to investigations and discipline.

C. Plans of Assistance

If in the opinion of the member's supervisor, the services of a member are unsatisfactory, the following procedure will be implemented:

1. Conduct a conference with the member, the Association's representative if the member so requests, and the supervisor; inform the member of the deficiencies; suggest how the services could be improved and provide reasonable training if necessary; inform the member that the necessary improvements must be made within a specified number of working days, or that a recommendation will be made for dismissal. Each of the aforementioned points shall be reduced to writing with a copy furnished to the member and the Association.
2. On the date specified to the member at the initial meeting, the member will again be notified as to their progress in writing. If the improvement is not satisfactory, a recommendation may be made for dismissal and the reasons therefore furnished to the member in writing. If satisfactory improvement has been made, the member will be so advised.

F. If dismissal of the member is recommended or effected by the supervisor, the dismissal may be appealed to the school board and shall not be subject to grievance procedure.

D. Paid Administrative Leave

In the event of flagrant misconduct, as determined by the District, the member may be placed on paid administrative leave immediately from employment until such charges are investigated and a decision is made to continue or terminate employment. If the member is cleared by the District of the charges, the affected

member will be immediately reinstated without loss of pay or other benefits. If the charges are upheld, the termination date will be a date thereafter determined by the District. Normally, investigation and decision concerning charges for members will not exceed fifteen (15) working days from the time of placement on paid administrative leave. It is understood that if the District's investigation and decision concerning charges is dependent upon completion of an investigation by the police department, DHS, or other law enforcement agency, the District's investigation and decision concerning charges may exceed fifteen (15) working days from the time of placement on paid administrative leave. Under these circumstances, the member may request in writing a status update from the administration.

ARTICLE 11 EVALUATION

- A. The purpose of evaluation is to aid the member in making continuing professional growth and to determine the member's performance of their job responsibilities.
- B. New members will be evaluated every year for the first three years. After three years, regular members will be evaluated at least once every two years but may be evaluated on an annual basis at the supervisor's discretion. If the supervisor determines that a member needs to be evaluated annually, written reasons for this need shall be provided to the member prior to the evaluation for that year.
- C. The substance and judgment of evaluators are neither subject to the grievance procedure nor to an unfair labor practice complaint for breach of contract.
- D. A copy of the evaluation and any other formal evaluation shall be given to the member. The evaluation report shall be maintained in the personnel files of the District.
- E. A member may make a written statement relating to any evaluation, and such statement shall be placed in their personnel file.
- F. Prior to any changes to the evaluation procedure or instrument, the District will notify the Association. At that point, an evaluation review committee consisting of two Association members and two District administrators will meet to review the evaluation procedure and instruments and make recommendations to the Board. Any changes made by the Board will be provided to the Association prior to implementation.

ARTICLE 12 GRIEVANCE PROCEDURE

Grievance Procedure for Contract Dispute

The purpose of this procedure is to provide an orderly method for resolving grievances regarding the meaning, interpretation or alleged violation of the provisions of this Agreement. A determined effort shall be made to settle any differences at the lowest possible level in the grievance procedure.

Section 1 - Definitions

- A. "Grievance" shall mean a substantial difference of opinion regarding the meaning or interpretation of the express terms of this collective bargaining agreement.
- B. Grievant is the member, members, or Association who has the grievance and is presenting the claim, also referred to as the "grievant."
- C. The "party in interest" is either the person or persons making the claim or the person or persons against whom the claim is made.
- D. "Consultant" is the one who advises either party in interest.
- E. "Representative" is the one who may speak for and/or advise a party in interest.
- F. "Immediate Supervisor" is the one who has direct administrative or supervisory responsibility over the grievant in the area of grievance.
- G. "Days:" The term "days" when used in the Article shall, except where otherwise indicated, mean the grievant's working days.
- H. "Persons officially involved," means the Superintendent, their representatives and/or consultants, the grievant, their representatives and/or consultants and witnesses.

Section 2 - General Procedure

- A. These procedures shall be processed within a specified length of time.
- B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith effort to shorten the number of days provided. Time limits may be extended by mutual agreement.

- C. The grievant has the right to representation at all levels of the grievance process.
- D. All documents, communications, and records dealing with the processing of a grievance shall be filed in the grievance file, which shall be maintained apart from the personnel file.
- E. Both the District and the Association agree that they will comply with written requests that comply with PECBA as it relates to providing information needed to process the grievance.
- F. Grievances shall be processed in the following manner and within the stated time limits:

Step 1:

The grievant shall promptly attempt to resolve the grievance informally between himself/herself and the immediate supervisor. If the grievance is not resolved informally, it shall be reduced to writing by the grievant who shall submit it to the immediate supervisor. If the grievant does not submit his grievance to the immediate supervisor in writing in accordance with Step 1 within ten (10) working days after the facts upon which the grievance is based, first occurs, or first becomes known to the grievant, the grievance will be deemed waived. The grievant may be accompanied by one other member of the Association when presenting the written grievance. The immediate supervisor will reply in writing to the grievant with a copy to the Association within ten (10) working days after receipt of the written grievance.

Step 2:

If the grievance is not settled in Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievant may file the grievance in writing to the Superintendent within ten (10) working days after receipt of the supervisor's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the fact upon which the grievance is based, and the issues involved. The Superintendent or designee shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the grievant with a copy to the Association no later than ten (10) working days after receipt of the written grievance.

Step 3:

Grievance not settled in Step 2 of the grievance procedure may be appealed to arbitration provided:

- a. Written notice of a request for arbitration is made to the Superintendent within ten (10) working days of the Superintendent's grievance response.
- b. The issue must involve the interpretation, meaning or application of a specific provision of the Agreement.

When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) working days of the appeal, jointly request the Oregon Employment Relations Board to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a decision. The arbitrator shall have no power to neither advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute their discretion for that of the Board. A decision of the arbitrator shall, within the scope of their authority, be binding on the parties.

- A. 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 the hearing room.
- B. There shall be no restraint, interference, discrimination or reprisal exerted on any member choosing to use these procedures for resolution of a grievance. It is agreed that the grievance procedure shall be the exclusive remedy for any alleged violation of any article of this Contract, which is subject to the above grievance procedure.

ARTICLE 13

HEALTH INSURANCE BENEFITS

- A. Members who work less than thirty (30) hours per week will not be eligible for District contributions toward medical insurance.
- B. Those members working thirty (30) or more hours per week will be eligible for 100% of the full monthly District contribution amount. This arrangement is to continue in force until mutually agreed otherwise between the parties or until implementation of a lawful final offer following negotiations for a successor agreement.
- C. Subject to state law, selection of carrier and insurance coverage is to be determined by the Association; however, the Association will not select the two highest premium plans. Any cost of insurance in excess of the monthly District contribution amount per member per month, or the prorated amount as provided above, will be paid by the member through a payroll deduction. There will be no compensation for members electing a plan less costly than the District's contribution amount. The Association will notify the District of change in carrier and/or insurance coverage no later than three (3) weeks prior to the OEBB deadline for designation of carriers and plans each calendar year.
- D. Classified members who do not take or who are not eligible to receive District medical, vision, and/or dental insurance will receive a \$1.45 increase to their hourly wage. Starting in the 2025-2026 school year, the increase to the hourly wage shall increase by the same percentage as the COLA. For the 2025-2026 school year, the increase to members' hourly wage shall be \$1.50. For the 2026-2027 school year, the increase to members' hourly wage shall be \$1.55. For the 2027-2028 school year, the increase to members' hourly wage shall be \$1.60. For member who is eligible for medical insurance to receive the opt out, they must attest in writing that they are either covered by other medical insurance that is employer sponsored or that they have other eligible coverage. If at any time the pay increase creates a situation where the district would be in violation of the affordability provisions outlined by the federal government, the two parties agree to meet and discuss a solution.
- E. Monthly District Contributions:

For the 2025-2026, 2026-2027, and 2027-2028 school years, the District shall provide a tiered insurance benefits plan to members.

Tiered Rates with varied contributions for 2025-2026:
 - a. Single employee - \$596.00
 - b. Employee + Spouse - \$1315.00

- c. Employee + Child - \$1144.00
- d. Employee + Spouse + Child - \$1894.00

The monthly district contributions will increase by 3.4% for the 2026-2027, and again by 3.4% for the 2027-2028 school year.

Tiered Rates with varied contributions for 2026-2027:

- a. Single employee - \$616.00
- b. Employee + Spouse - \$1360.00
- c. Employee + Child - \$1183.00
- d. Employee + Spouse + Child - \$1958.00

Tiered Rates with varied contributions for 2027-2028:

- a. Single employee - \$637.00
- b. Employee + Spouse - \$1406.00
- c. Employee + Child - \$1223.00
- d. Employee + Spouse + Child - \$2025.00

- F. For Members who select the highest deductible plan options, the District will contribute \$125.00 per month for those members who have opted to participate in the District's Health Savings Plan (HSA).
- G. For members who do not qualify for an HSA contribution but meet the IRS qualifications to receive an FSA contribution, the District will provide an FSA contribution of \$41.50 per month.
- H. Beginning employees must work at least eleven (11) days in the first month of employment to be eligible for insurance coverage that month. Exiting members, except those who have completed the school year and their individual working calendar, working less than eleven (11) days in the month will not be eligible for insurance coverage the following month.
- I. Any member who retires prior to age 65 will be allowed to continue with the District family medical insurance at the member's choice and expense subject to the law, rules and regulations of the insurance carrier.

- J. Members will have the option to participate in a Section 125 Benefits Plan with the sole cost to the District to be a monthly processing fee per participant. For the Section 125 Benefits Plan to continue, the District's administrative fees may not exceed the District's saving from reduced payroll costs.
- K. The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of carrier-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand, over potential changes in the benefit package or carrier.
- L. In order to assure nonstop medical coverage throughout the summer, members NOT working twelve months will have their portion of the premiums for August and September paid prior to their last working day in the school year. Extra deductions will be taken in the months preceding June.
- M. Members working twenty (20) or more hours but less than thirty (30) hours per week will be eligible for up to one-half of the insurance cap amount to be used for only the purpose of purchasing dental and vision insurance.
- N. In regards to Domestic Partners, insurance will only be offered as required by law and as allowed by the applicable insurance policy.

ARTICLE 14 HOLIDAYS

- A. Members shall receive holidays, without loss of pay, as set forth in this Article.
- B. The following are paid holidays for all members:
 - 1. Labor Day
 - 2. Veterans Day
 - 3. Thanksgiving Day
 - 4. Day after Thanksgiving
 - 5. Christmas Day
 - 6. New Year's Day
 - 7. Presidents' Day
 - 8. Memorial Day
 - 9. Independence Day (Members who are not scheduled to work at least 10 days in July will not receive this as a paid holiday.)
- C. A member shall receive holiday pay if they are employed prior to and during the holiday. A member's holiday pay shall be equivalent to one of their workdays.
- D. If a member is required to work by their supervisor on any paid holiday listed above, they shall receive the overtime rate of all hours worked in addition to their regular holiday pay.

ARTICLE 15 COMPENSATION

- A. Members shall receive hourly pay rates as specified in the salary schedules in Appendix A.
1. The salary schedules for year 2025-2026, 2026-2027, and 2027-2028 are shown in Appendix A. The COLA for 2025-2026 shall be 3%, the COLA for 2026-2027 shall be 3%, and the COLA for 2027-2028 shall be 3%.
 2. Step increments shall be 3.4%. Step advancement will be given to eligible members.
- B. Job position range placement shall be as follows:

Classification	Range
	1
	2
IA/SPED IA, Signer/Interpreter, Clerical Aide	3
Credit Retrieval Assistant	4
Credit Retrieval/GED Options, Student Support Liaison, Custodian	5
Elementary and Jr./Sr. High Library Tech, Secretary, SPED Life Skills	6
Data Specialist/Special Programs Secretary, Groundskeeper	7
	8
Maintenance Assistant	9
Attendance Liaison/Campus Monitor	10
	11
	12
	13
Technology Specialist, Athletic Coordinator	14

- C. Members working the evening custodial shift shall be paid a 50 cent per hour shift differential. This differential shall not apply when evening shift custodial staff work a day shift.
- D. New member's prior experience will be considered for placement on the salary schedule. Newly hired members who have a bachelor's or master's degree shall be placed at a minimum of Step 3.
- E. Members will be paid in equal monthly installments as practically possible for their regular assignment. Members who select a ten-month pay schedule shall be

paid on the 28th of each month from September through June. Members who select a twelve-month pay schedule shall receive one-twelfth of their yearly salary instead of the full amount actually earned. They shall be paid on the 28th of each month from September through August. If the 28th falls on a holiday or weekend, payday shall be the preceding business day.

- F. The District has the discretion to adjust checks that follow the use of unpaid leave, an end date before the end of the year, or other changes that cause a member's yearly salary to decrease.
- G. In order to be considered for a step increase in the ensuing school year, a member must be regularly employed for not less than ninety (90) workdays in the present school year. Step increases shall be 3.4%.
- H. Public Employees Retirement Systems
During the term of this Agreement, the District will participate in the public employee retirement plans required by law. The District will continue to pay the 6% employee contribution in accordance with the law.
- I. The parties recognize the revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and in certain circumstances by vote of the citizens. All such compensation is therefore contingent upon sources of revenue and where applicable, voter budget approval.
- J. Each member will receive a notice of classified employment for the ensuing school year by April 30 of the present year and must accept or reject the offer in writing within thirty (30) days. The notice will specify:
 - 1) the member's hourly salary,
 - 2) the number of hours that the member's workday shall consist of,
 - 3) the number of days that constitutes the member's personal work year.
 - 4) the classification and worksite they will be assigned to.

If a member requests to change their number of working days, any agreements made are subject to District and Association approval.

- K. The District shall reimburse, up to a maximum of \$350.00 per occurrence, any regular member required by law to have a physical examination in the course of the employment.
- L. The District will assume the cost of the criminal records check and required fingerprinting for all classified members.

- M. When members are required to attend classes or training sessions outside of their regular workday, or when members have approval from their administrator/supervisor to work additional hours outside of their regularly scheduled working hours, all hours worked shall be paid at their hourly rate. Any time worked over forty (40) hours in a week shall be paid at a rate of time and one-half.
- N. When filling extra-duty positions within the District that are outlined in the Rogue River Education Association contract under Extra Duty, members shall be paid in accordance with the Extra Duty Pay Schedule article that is outlined in the RREA contract.
- O. The District will create a \$5,000 yearly professional development/tuition reimbursement pool. Members and their current administrator can meet and discuss professional development opportunities for these funds. If the administrator and the member agree on a professional development opportunity for the member to pursue, the District will pay for the registration fees, lodging, meals, mileage, and any other approved expenses for this activity. Funds may also be used for career improvement programs under the supervision of the administration. Classes must be related to work that can be done within the District. In addition, when members attend an approved professional development outside of their working hours, they shall be paid at their hourly rate for all hours worked.

By April 20th, any Classified member can submit eligible unreimbursed expenses falling under Section O of this article to the Business Office. The unreimbursed expenses will be equally reimbursed based on total expenditure of the request until the \$5,000 limit is reached. For reimbursement purposes, members will submit receipts and completed vouchers to the Business Department.

If any funds remain after these claims have been made, the District will distribute the remaining funds equally among classified members with the May paychecks.

- P. Members who are employed by the District as of December 5th of each year and have been employed by the District for 0-9 years will receive a \$350 retention bonus in December paychecks. Members who are employed by the District as of December 5th of each year and have been employed by the District for 10 or more years will receive a \$500 retention bonus in December paychecks. In addition, members who are employed by the District as of May 5th of each year and have been employed by the District for 0-9 years will receive another retention bonus of \$350 in May paychecks. Members who are employed by the District as of May 5th of each year and have been employed by the District for 10

or more years will receive another retention bonus of \$500 in May paychecks. Retention bonuses will not be prorated by FTE.

Starting in the 2025-2026 school year, all the stipends listed in this section shall increase by the same percentage as the COLA. For the duration of this contract, the stipends shall be:

Years in the District	2025-2026	2026-2027	2027-2028
0-9	\$361	\$372	\$383
10 or more	\$515	\$530	\$546

- Q. A member who receives a benefit under Workers' Compensation Insurance, Short Term Disability, or Paid Family and Medical Leave Insurance may elect to use accrued paid leave to make up the difference between their benefits and their normal salary. Upon receiving written notice of such an election, the District shall deduct and apply the number of accrued paid leave hours necessary to ensure that the member receives their normal salary.
- R. Upon PERS eligible retirement, and not less than ten (10) consecutive years of employment with the District, the District shall pay members who are OPSRP \$4.00 per hour of accumulated sick leave. The member shall receive a lump sum payment upon retirement.
- S. In recognition of the extra training and certification required to work with a student(s) with unique medical needs, such as a diabetic student and students with feeding tubes, members who are not SPED Life Skills IAs who volunteer to hold this extra training and certification and work with these students shall be paid at the SPED Life Skills IA rate at their current step while performing such duties. Members shall be provided with training on how to perform such duties prior to these duties being assigned.
- T. When a non-Life Skills student soils themselves, the students' parents will first be called. If the parents cannot be reached, or if they are unable to report to the school within a reasonable timeframe, members who volunteer to clean up students, who are not Life Skills students, after they soil themselves, shall be compensated as follows:
- 1) By the first student contact day of each year, interested member volunteers will notify the RRES Principal that they volunteer to clean up students, who are not part of the Life Skills program, who have soiled themselves.

- 2) Member volunteers will be assigned to this duty on a weekly basis and will be expected to fulfill this duty for a full week at a time. If more than one member volunteers, they will be assigned to this duty on a weekly rotating basis.
- 3) Members will be paid at the SPED Life Skills IA rate at their current step for all time spent completing this duty. Members will document this time worked on their timecards in the extra duty column as a toileting duty.

ARTICLE 16 WORKING SCHEDULE

- A. The Association shall be provided a minimum of one (1) hour during in-service week to conduct members-only business. This hour will be the lunch break for that day.
- B. Each member shall report for the scheduled work on time as established by the site supervisor. If a member cannot report on time, the member shall notify the supervisor prior to the schedule not being met.
- C. If the start and/or end time of a member's shift is changed, members shall be provided with at least two weeks' notice of the change whenever possible.
- D. Each regular member who works a shift of more than four (4) hours shall have scheduled an uninterrupted lunch period of not less than one-half or more than one hour, and such lunch period shall not be credited as time worked. The supervisor shall schedule the lunch period as nearly as is practicable to mid-shift.
- E. Eligible members shall be compensated for all assigned hours worked in excess of their regular work schedule as follows:

- a. All assigned work in excess of forty (40) hours in any week shall be paid at time and one-half the-member's regular rate of pay.

Overtime shall be computed to the nearest quarter hour. Overtime pay shall be based on the actual number of hours of work.-For the purpose of computing overtime, hours an employee actually works, excluding paid holidays, sick, personal and vacation hours, shall be credited as time worked in computing total work period hours. All overtime must be approved in advance by the Superintendent or designee.

F. Breaks

- a. Members working eight (8) or more hours per day will have one (1) paid 15-minute break during the first half of the workday and one (1) paid 15-minute break during the second half of the workday.
 - b. Members working four hours or more but less than eight (8) hours per day will have one (1) paid 15-minute break during the first half of the workday.

- G. Regular members reporting to scheduled work, but not put to work, shall receive two (2) hour's pay providing that the District did not make a timely, reasonable effort to inform the member that they were not to report to work.
- H. Members who are called back to work outside of their regular work schedule shall receive a minimum of two hours of pay.
- I. Working Out of Classification
 - a. A member temporarily assigned by the District or who volunteers and is accepted to work in a position other than they are regularly assigned shall be considered working out of classification. Said member shall be entitled to the rate of pay in the classification they are temporarily assigned to or volunteering in at the same step they are paid on while working in their regular assignment. In no case shall a member receive less than their regular rate of pay. At the termination of the temporary assignment, the member's pay shall return to the regular rate.
- J. The day prior to Christmas shall be a nonscheduled, non-paid day. If an employee is required by the supervisor to work on this day, the employee shall be compensated at the overtime rate for all time worked.
- K. In the event of school closure or a delay in opening, classified members, with the exception of members deemed necessary by administration, will not report for duty and will be compensated as if there were not closure or delay. If the district adds school days in order for students to make up the lost time, then all classified members shall be required to fulfill their regular duties during those days without additional compensation.
 - a. On a two-hour delay schedule, members who are called in will report to work as close to their start time as possible.
 - b. All other classified members will report to work two hours later than their regularly scheduled start time, but no later than the start of the delayed school day.
 - c. If a classified member's regular start time is at the same time as or after the start of the school day, they will report to work at their regularly scheduled time.
 - d. The end times for shifts for classified ~~staff~~ members will remain the same.

Any member who was deemed necessary for the day and had to report to work will receive their normal daily wage in addition to the member's regular rate of pay for hours worked.

L. Substitute Teaching

- a. On days when a substitute teacher is needed, classified members who hold the required license can choose to substitute teach within the Rogue River School District and will be paid the Oregon substitute teacher rate per ORS 342.610.
 - b. On days when a substitute teacher is not needed, or on days when a classified-member turns down an open substitute teaching position, they will remain in their classified position for that day and will be paid wages as specified in this agreement.
 - c. Classified members who work under the conditions of #1 and 2 above shall receive Health Insurance Benefits as outlined in Article 13 regardless of the number of hours they work in a classified position, as long as they meet the weekly hour requirements for health insurance benefits as listed in Article 13. For the purposes of this section only, the "weekly hour requirements" refers to the classified member's weekly hours worked in both the classified and substitute teacher positions.
- M. If a member wishes to flex their schedule to attend an association meeting, they will provide at least 24 hours' notice to their supervisor. Requests shall be granted.

N.

ARTICLE 17 DUES DEDUCTION & MEMBER INFORMATION

A. Association Dues

1. Dues Deduction Authorization

The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts, as well as payment remittance instructions for reporting dues payments. The District shall rely on the list and the payment remittance data instructions to make the authorized deductions and to remit payment and data to the Association. The District shall enact dues deduction changes received by the 15th of the month in the that month's pay period.

2. Processing OEA/NEA/RRACE Dues Deductions

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of September and continuing through the June pay period. If a bargaining unit member becomes an Association member after the first paycheck and dues deduction, OEA/NEA/RRACE dues shall be prorated, equally divided, and deducted from the remaining paychecks.

3. Remittance of Dues Checks

a. Data to OEA

Within five (5) days after each pay period, the School District Clerk will send the OEA Membership Specialist and the local OEA Consultant an excel-compatible register of the NEA/OEA dues, including voluntary Association contributions, deducted from each member's paycheck.

b. Payment to OEA

The School District Clerk will deduct OEA and NEA dues and remit such dues to OEA within five (5) days of the payday.

c. Payment and Data to Rogue River Association of Classified Employees

The School District Clerk will deduct Rogue River Association of Classified Employees dues separately from OEA/NEA dues and such dues will be

remitted to the Association Treasurer with five (5) days of the payday. Within five (5) days after each pay period, the School District Clerk will send the RRACE Treasurer and the local OEA Consultant an excel-compatible register of the RRACE dues deducted from each member's paycheck.

B. Member Information

On January 15th, May 15th, and September 15th of each year, the District shall provide to the OEA Member Specialist and the local OEA Consultant, in an editable digital file format, the following information for each bargaining unit members (both active members and non-members):

- First and last name
- First date of service
- FTE
- Classification or Title
- Worksite
- Position on the salary schedule (Range and Step)
- Annual salary
- Residential address or personal mailing address if they have been provided to the District
- Residential, cellular, and work phone numbers if they have been provided to the District
- Any means of electronic communication, including work and personal electronic mail addresses if they have been provided to the District

Whenever a new employee is hired into the bargaining unit, the District shall provide the above information, as well as their PERS classification, last four of their SSN, date of birth, and number of contracted worked days within 10 calendar days of hire.

The District shall also promptly notify the Association whenever an employee in the bargaining unit is placed on an unpaid leave of absence of longer than 90 days, retires, is terminated, is laid off, resigns, or changes their name.

ARTICLE 18 COMPLAINT PROCEDURE

- A. If a written complaint of sufficient gravity that may be used in the evaluation or discipline of an member is registered with the district regarding an member's performance or action the following is the procedure that shall be followed:
 - 1. The supervisor receiving a complaint may advise the complainant to discuss the matter with the member in an attempt to resolve the situation prior to processing a complaint.
 - 3. If a complaint is filed with the supervisor, they shall discuss the complaint with the member and provide in writing the full nature of the complaint. The discussion and written explanation of the complaint shall be within ten (10) working days of the receipt of the complaint, unless it is impractical to do so because of the absence of one or both of the parties or because of legal restrictions or ramifications, including complying with directives from law enforcement or a state agency.
 - 4. If the supervisor is able to complete the investigation in a timely fashion, the supervisor shall inform the member in writing of the disposition of the complaint within ten (10) working days after the meeting addressed in subsection 2 above. Any complaint placed in the member's-personnel file or materials placed in said file as a result of a third party complaint, shall identify the complainant.
- B. The member shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.
- C. Such complaints which are not discussed with the member within ten (10) days shall not be considered in the evaluation process or in a disciplinary action except when the conduct complained of, if true, would constitute grounds for suspension or dismissal of the member. Nor shall this Article have any application to complaints of such a nature that they may result in prosecution of suit or action, either civil or criminal nature, against the member or the District.
- D. All criticism of bargaining unit members shall remain confidential.

ARTICLE 19
MENTOR PROGRAM

- 1) As part of the District's training program, each new hire will be assigned a mentor who works in their job classification. Being assigned to work as a mentor to a new hire shall be voluntary.
- 2) Mentors must have at least two years of experience working in the classification for which they are providing mentorship.
- 3) Mentors will be responsible for acclimating the mentee into their work environment, and for providing guidance, motivation, support, and role modeling for the mentee. Mentors will not participate in the evaluation of their mentee.
- 4) Mentors may serve in this role for a maximum of five months for each new hire they mentor. Mentors will track hours spent working with their mentees. Mentors will be paid their hourly rate for up to eight (8) hours per month worked in the mentor role in the first two (2) months and up to four (4) hours in the following three (3) months.

ARTICLE 20
SEPARABILITY OF PROVISIONS

In the event that any provision of this contract shall, at any time, be declared invalid by any court or 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. At the request of either party, negotiations shall commence to find a mutually-satisfactory replacement for the unlawful or unenforceable provision.

ARTICLE 21
COMPLIANCE WITH INDIVIDUAL CONTRACT AND MASTER AGREEMENT

- A. Any individual contract between the District and an individual member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- B. This Agreement shall not be modified in whole or in part by either party except through renegotiation. Such modification shall be approved by the Association and the Board and reduced to writing.

ARTICLE 22 RETIRED REHIRED

- A. After retirement, the District may employ retired members up to the maximum state allowed hours worked by the retired member. The period of time the member will be contracted shall be agreed to in advance between the District and the member, although it can be changed with mutual agreement between the District and member.
- B. Members who choose to retire during their current contract year may be rehired to finish the current contract year under the following conditions:
 - 1. Members will be notified of whether or not they will be rehired within thirty (30) days after their application for retirement. They may withdraw that application for rehire within ten (10) days of said notification.
 - 2. If selected for rehire, a member may continue to work as an employee at their current contracted wage for the remainder of the current contract year.
- C. Members may be rehired for additional years under the conditions stated below at the District's discretion. However, notification for rehire will be given no later than May 31 prior to the school year to be worked. In the event that a member is rehired for the following school year, the parties agree the District may, but is not required, to post the member's position as a vacancy prior to making the rehire decision.
 - 1. Compensation - Wages shall be at the rate of pay in accordance with the rate established by the members' experience level per this CBA.
- D. All members who are retired/rehired will be subject to the following conditions:
 - 1. Members shall be eligible for District insurance options and the insurance cap established per this CBA through the members' last month of employment.
 - 2. PERS Tier I and Tier II members shall have all sick leave hours transferred to PERS upon retirement and those hours will not be available upon re-employment. All members shall accrue sick leave as outlined per this CBA.
 - 3. Members will be hired on a one-school-year contract when they are rehired under Section C. These members are entitled to continue receiving pay and benefits as outlined in Section D1 and in accordance with this entire collective bargaining agreement.

ARTICLE 23 22
BACKGROUND CHECKS

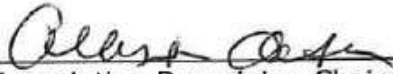
- A. Starting in the 2025-2026 school year, the District will conduct in-state criminal records check for members every three years after the initial fingerprint background check that is completed before they are hired.
- B. Members shall be notified by the District in writing prior to the background check being conducted and all costs incurred for the background check shall be paid by the District.
- C. If anything is found on the background check that would disqualify the member from being employed by the District, such as convictions of child abuse or felonies, the District shall provide a copy of the findings to the member and the Association, and all parties shall meet to discuss the findings.
- D. Non-disqualifying background check findings (including but not limited to criminal convictions that do not relate to or impact one's ability to work for a school district, any criminal charges that did not or have not resulted in convictions, civil restraining order cases that do not prohibit the member from coming on school district property, divorce or custody cases, eviction cases, debt collection actions, and all other civil matters that do not relate to or impact one's ability to perform job duties) shall not be used against the member as the basis for any discipline or other adverse action by the District.
- E. Upon written request, members whose background checks do not find disqualifying convictions shall receive a copy of the background check from the District at no cost.
- F. The results of a member's background check shall be kept confidential by the District and shall not be disclosed beyond a "need to know" basis (meaning only District personnel that are directly involved in carrying out the background check, HR personnel and supervisors that are directly involved in any processes or personnel actions resulting from the background check, the member that is subject of the background check, and the member's union representative). The member that is subject to the background check may authorize further disclosure in writing. This condition does not prohibit the District from complying with any legal obligation to disclose records (such as in response to a subpoena).

**ARTICLE 24
TERM OF AGREEMENT**

- A. This Agreement shall be effective upon expiration of the preceding Agreement or upon ratification, whichever is later, and shall be binding upon the Board, the Association and its members and shall remain in full force and effect through June 30, 2028.
- B. Bargaining a successor agreement shall start by March 1, 2028, and be conducted in accordance with ORS 243.650, et seq.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its president and the Board has caused this Agreement to be signed by its Chairperson.

**ROGUE RIVER ASSOCIATION OF
CLASSIFIED EMPLOYEES**



Association Bargaining Chairperson

8/4/24

Date

ROGUE RIVER SCHOOL DISTRICT #35



Chairperson, Board of Directors

June 17, 2025

Date

ATTESTED TO:



Association President

8/4/2025

Date



Superintendent-Clerk

6-17-2025

Date

Appendix A
2025-2026 Salary Schedule with 3% COLA and 3.4% Steps

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
RANGE 1	15.72	16.25	16.80	17.37	17.96	18.57	19.20	19.85	20.52
RANGE 2	16.25	16.80	17.37	17.96	18.57	19.20	19.85	20.52	21.22
RANGE 3	16.80	17.37	17.96	18.57	19.20	19.85	20.52	21.22	21.94
RANGE 4	17.37	17.96	18.57	19.20	19.85	20.52	21.22	21.94	22.69
RANGE 5	17.96	18.57	19.20	19.85	20.52	21.22	21.94	22.69	23.46
RANGE 6	18.57	19.20	19.85	20.52	21.22	21.94	22.69	23.46	24.26
RANGE 7	19.20	19.85	20.52	21.22	21.94	22.69	23.46	24.26	25.08
RANGE 8	19.85	20.52	21.22	21.94	22.69	23.46	24.26	25.08	25.93
RANGE 9	20.52	21.22	21.94	22.69	23.46	24.26	25.08	25.93	26.81
RANGE 10	21.22	21.94	22.69	23.46	24.26	25.08	25.93	26.81	27.72
RANGE 11	21.94	22.69	23.46	24.26	25.08	25.93	26.81	27.72	28.66
RANGE 12	22.69	23.46	24.26	25.08	25.93	26.81	27.72	28.66	29.63
RANGE 13	23.46	24.26	25.08	25.93	26.81	27.72	28.66	29.63	30.64
RANGE 14	24.26	25.08	25.93	26.81	27.72	28.66	29.63	30.64	31.68

2026-2027 Salary Schedule with 3% COLA and 3.4% Steps

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
RANGE 1	16.19	16.74	17.31	17.90	18.51	19.14	19.79	20.46	21.16
RANGE 2	16.74	17.31	17.90	18.51	19.14	19.79	20.46	21.16	21.88
RANGE 3	17.31	17.90	18.51	19.14	19.79	20.46	21.16	21.88	22.62
RANGE 4	17.90	18.51	19.14	19.79	20.46	21.16	21.88	22.62	23.39
RANGE 5	18.51	19.14	19.79	20.46	21.16	21.88	22.62	23.39	24.19
RANGE 6	19.14	19.79	20.46	21.16	21.88	22.62	23.39	24.19	25.01
RANGE 7	19.79	20.46	21.16	21.88	22.62	23.39	24.19	25.01	25.86
RANGE 8	20.46	21.16	21.88	22.62	23.39	24.19	25.01	25.86	26.74
RANGE 9	21.16	21.88	22.62	23.39	24.19	25.01	25.86	26.74	27.65
RANGE 10	21.88	22.62	23.39	24.19	25.01	25.86	26.74	27.65	28.59
RANGE 11	22.62	23.39	24.19	25.01	25.86	26.74	27.65	28.59	29.56
RANGE 12	23.39	24.19	25.01	25.86	26.74	27.65	28.59	29.56	30.57
RANGE 13	24.19	25.01	25.86	26.74	27.65	28.59	29.56	30.57	31.61
RANGE 14	25.01	25.86	26.74	27.65	28.59	29.56	30.57	31.61	32.68

2027-2028 Salary Schedule with 3% COLA and 3.4% Steps

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
RANGE 1	16.68	17.25	17.84	18.45	19.08	19.73	20.40	21.09	21.81
RANGE 2	17.25	17.84	18.45	19.08	19.73	20.40	21.09	21.81	22.55
RANGE 3	17.84	18.45	19.08	19.73	20.40	21.09	21.81	22.55	23.32
RANGE 4	18.45	19.08	19.73	20.40	21.09	21.81	22.55	23.32	24.11
RANGE 5	19.08	19.73	20.40	21.09	21.81	22.55	23.32	24.11	24.93
RANGE 6	19.73	20.40	21.09	21.81	22.55	23.32	24.11	24.93	25.78
RANGE 7	20.40	21.09	21.81	22.55	23.32	24.11	24.93	25.78	26.66
RANGE 8	21.09	21.81	22.55	23.32	24.11	24.93	25.78	26.66	27.57
RANGE 9	21.81	22.55	23.32	24.11	24.93	25.78	26.66	27.57	28.51
RANGE 10	22.55	23.32	24.11	24.93	25.78	26.66	27.57	28.51	29.48
RANGE 11	23.32	24.11	24.93	25.78	26.66	27.57	28.51	29.48	30.48
RANGE 12	24.11	24.93	25.78	26.66	27.57	28.51	29.48	30.48	31.52
RANGE 13	24.93	25.78	26.66	27.57	28.51	29.48	30.48	31.52	32.59
RANGE 14	25.78	26.66	27.57	28.51	29.48	30.48	31.52	32.59	33.70

Classification	Range
	1
	2
IA/SPED IA, Signer/Interpreter, Clerical Aide	3
Credit Retrieval Assistant	4
Credit Retrieval/GED Options, Student Support Liaison, Custodian	5
Elementary and Jr./Sr. High Library Tech, Secretary, SPED Life Skills	6
Data Specialist/Special Programs Secretary, Groundskeeper	7
	8
Maintenance Assistant	9
Attendance Liaison/Campus Monitor	10
	11
	12
	13
Technology Specialist, Athletic Coordinator	14