



and



**Sweet Home Chapter 3**

**July 1, 2019 – June 30, 2022**  
**Classified Collective Bargaining Agreement**

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## **Article 1 – Preamble**

- 1.A. This contract is made by the Oregon School Employees Association (OSEA) Sweet Home Chapter 3, AFT Local 6732, hereinafter referred to as the “Union”, and the Sweet Home School District No. 55, hereinafter referred to as the “Board” or “District”. This contract incorporates the sole and complete agreement reached between the Union and the District through negotiations held pursuant to the applicable provisions of the Oregon Revised Statutes. Now, therefore, the parties hereto agree to be bound by the provisions set forth herein for its duration.

## **Article 2 – Recognition**

- 2.A. The District recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit in regard to matters pertaining to employment relations. Positions excluded from the bargaining unit are listed in paragraphs C, D, E and F below.
- 2.B. The Union shall represent all classified employees in the District within the bargaining unit equally and without discrimination.
- 2.C. The following positions are excluded from the bargaining unit because they are recognized as supervisors: (1) Business Manager; (2) Transportation Supervisor; (3) Maintenance Supervisor; (4) Swimming Pool Supervisor, and (5) Food Service Supervisor.
- 2.D. The following positions are excluded from the bargaining unit because they are recognized as confidential employees: (1) Secretary to the Superintendent; and (2) Secretary to the Business Manager.
- 2.E. Substitute employees are excluded from the bargaining unit. Substitute employees are defined as those employees replacing regular employees who are absent. If long term substitute employees are assigned to positions that, at the time of hire, the District knows will extend beyond seventy-five (75) consecutive days of work, they will be subject to the terms of the contract, except for articles 10, 11, 12, 13, 19 and 22. If long term substitute employees are required to work in positions more than seventy-five (75) consecutive days of work, they will then be subject to the terms of the contract effective the seventy-sixth (76<sup>th</sup>) day for benefits and retroactive to the first day for wages, except for articles 10, 12, 13, 19 and 22. Approved leave does not constitute a break in consecutive days worked, but shall not be counted as part of the seventy-five (75) days of work. Any leave time will be granted on a pro rata basis once an employee is included in the unit.
- If long term substitute employees are required to work in positions for greater than one year they will be subject to the terms of Article 22. However, expiration of the long term substitute time shall not be constructed as discipline or dismissal.
- 2.F. Temporary employees who work seventy-five (75) consecutive days of work or less are excluded from the bargaining unit. Temporary workers are those employees hired for a specific period of time not considered to be regular employees.
- 2.G. If temporary employees are assigned to positions that, at the time of hire, the District knows will extend beyond seventy-five (75) consecutive days of work, they will be subject to the terms of the contract, except for articles 10, 11, 12, 13, 19, and 22. If temporary employees are required to work in positions more than seventy-five (75) consecutive days of work, they will then be subject to the terms of the contract effective the seventy-sixth\_76th day for benefits and retroactive to the first day for wages, except for articles 10, 12, 13, 19, and 22. Approved leave does not constitute a break in consecutive days worked, but shall not be counted as part of the seventy-five (75) days of work. Any leave time will be granted on a pro rata basis once an employee is included in the unit.

It is the intent of the District that breaks in service during the seventy-five (75) consecutive day work period will not be made to circumvent the recognition clause.

If temporary employees are required to work in positions for greater than one (1) year they will then be subject to the terms of Article 22 - Discipline/Dismissal. However, expiration of the temporary time shall not be construed as discipline or dismissal.

- 2.H. The District shall notify the president of OSEA Chapter 3 whenever a temporary employee is hired by the District. The notice shall include a statement concerning the expected duration of the temporary employee's employment.
- 2.I. At the sole discretion of the District, Limited Duration Assignments may be used to temporarily fill positions of extended duration where the regular employee is on leave. Limited Duration Assignments will be available to bargaining unit members. If the District determines to utilize a Limited Duration Assignment, the temporary vacancy will be posted according to the procedures in Article 11 - Vacancies. Once posted, if an existing bargaining unit member is not selected for the position then the District may fill the position with a long term substitute employee. A bargaining unit member who is selected for a Limited Duration Assignment shall return to their regular position and assignment at the end of the limited duration position.

### **Article 3 – Separability of Contract Provisions**

- 3.A. Pursuant to ORS 243.702, in the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board (ERB), by statute or constitutional amendment or by inability of the employer or the employees to perform to the terms of the agreement, then upon request by either party the invalid words or sections of the collective bargaining agreement shall be reopened for negotiation. Renegotiation pursuant to the above is subject to ORS 243.698.

## **Article 4 – Union Dues Checkoff**

- 4.A. The District agrees to deduct Union dues from the wages of each employee who has so authorized it in writing. The Union agrees to provide the District with a copy of the signed membership enrollment form. The District agrees to continue to honor present dues deduction authorizations executed by the employee in favor of the Union. The District agrees to transmit the dues deducted to the state office of the Oregon School Employees Association by the 15th of the month following payroll deduction. The Union agrees to hold the District harmless for any claims or liabilities incurred in providing this benefit. The District agrees to correct verified errors as soon as practical.
- 4.B. Membership or non-membership in the Union shall be the free, independent choice of each member of the bargaining unit.
- 4.C. The District shall, upon hire, provide all new bargaining unit members with an OSEA new member packet (supplied by the Union).

## **Article 5 – District Rights**

- 5.A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees, except as limited by this agreement and applicable state law.
- 5.B. Without limiting the generality of the foregoing (paragraph A), it is expressly recognized that the Board's operational and managerial responsibilities include the right to:
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer;
  2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days;
  3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees;
  4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
  5. Adopt reasonable rules and regulations;
  6. Determine the qualifications of employees, including physical conditions;
  7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
  8. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
  9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
  10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement.
  11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria;
  12. Conduct pre-employment drug screening of prospective classified employees.

Nothing in this Agreement shall limit in any way or shall require the District to continue in existence any of its present programs in their present form and/or location, or on any other basis.



## Article 6 – Union Rights

- 6.A. Upon advance request and with prior administrative approval, the Union will be allowed the use of District facilities, provided that such facility is not required by the District for regular use and that the District is reimbursed for any costs (excluding rent) in such Union use.
- 6.B. Upon advance request and with prior administrative approval, the Union may be allowed use of District office equipment, provided that such equipment is not required by the District for regular school use and that the District is reimbursed for any costs incurred by such Union usage. Upon request, the Superintendent's office shall be provided with a copy of all materials produced with District equipment except contract proposals and counterproposals used in negotiations and certain grievance materials.
- 6.C. The District agrees to allow the Union space on existing bulletin boards for communicating with employees. All notices, memorandums, and publications shall be clearly labeled as Union material and shall bear the name and signature of the authorizing Union official. The District reserves the right to remove any form of written material that it considers to be libelous to the District or District officials in accordance with *Black's Law Dictionary*.
- 6.D. The Union shall be allowed use of the intra-District communication system to distribute labeled Union notices. Upon request, the Superintendent shall be provided a copy of each distribution. Derogatory materials shall not be distributed through the system.
- 6.E. Classified employees have the right to participate in the activities of their Union concerning representation and collective bargaining.
- 6.F. The District shall forward a copy of the Board meeting minutes and agenda to the Union president as well as post such minutes and agenda in each school building.
- 6.G. The District agrees to notify the Union of a proposed reduction in the employees' regular work schedule, a change in permanent work location, and a substantial change in regular job duties.
- 6.H. Any criticism of any employee by a supervisor, administrator or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees or at public gatherings. All critiques made shall be confidential. This obligation of professional protocol also must be reciprocated by employees to administrators and fellow employees, non-licensed and licensed.
- 6.I. **Union release time**  
  
Union members are allowed to do Union business during their work day upon the District's request. Union members will not be required to make this time up.
- 6.J. Upon reasonable notice and proper introduction to building administrators, official Union representatives will be allowed access to work areas during non-work hours. At no time shall such visits cause an interruption of work. The Union shall provide the District with an updated list of authorized representatives. Visitation to work areas will be kept to a reasonable number of authorized representatives.

## **Article 7 – Personnel Records**

- 7.A. Information, that in the District’s judgment reflects critically upon an employee, shall not be placed in an employee’s personnel record that does not bear either the signature of the employee indicating that he/she has been shown the material or a statement by the employee’s supervisor that the employee has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee upon request. An employee’s personnel records shall be available for inspection upon his/her request with the exception of ORS 652.750 (b). An employee shall have the right to attach a written statement of explanation to any material included in his/her file.
- 7.B. If an employee has maintained a clear record for three (3) years, upon request, letters of caution, warning, and/or reprimand shall be removed and destroyed no later than three (3) years from the time they have been placed in the employee’s personnel file. If the employee has maintained a clear record for three (3) years, and fails to request the removal of letters of caution, warning, and/or reprimand, the District agrees that it will not use that material in any disciplinary or dismissal procedure against the employee.
- 7.C. Material placed in the personnel record of an employee without conformity with the provisions of this article will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the employee.

## **Article 8 – Safety**

### **8.A. Classified Employee Abuse**

Classified employees shall not be subject to physical or verbal abuse by students. This includes, but is not limited to, harassment, intimidation, bullying, cyber-bullying and menacing. Any such action by a student will result in discipline, to be carried out in accordance with District policy and the law. If a classified employee is assaulted or threatened in connection with District employment, the classified employee will immediately notify the principal (with a copy to the superintendent) of the fact. A copy of the correct form will be found in Appendix C. Copies of this form shall be available in each building office.

### **8.B. Unsafe Working Conditions**

Pursuant to statute ORS 654.015, classified employees shall not be required to work under unsafe or hazardous working conditions or to perform tasks that endanger their health, safety or well being. The District shall do every other thing reasonably necessary to protect the life, safety and health of the classified employees. When an employee recognizes an unsafe condition, the employee shall report it in writing to their supervisor.

### **8.C. Staff Safety**

1. The District's asbestos safety and work practices program shall meet state and federal standards.
2. The District shall provide an annual medical examination for asbestos workers before the employee can use a respirator. Medical exams for asbestos workers are to be conducted at the termination of employment.
3. The District shall provide, to District-authorized asbestos workers, an additional premium pay increase of one-half (½) regular rate per hour above their normal hourly rate (time and one-half) for actual hours of District-authorized asbestos abatement or encapsulation not requiring the use of a respirator as recorded on the log. The District shall provide, to District-authorized asbestos workers, an additional premium pay increase equal to their regular rate per hour above their normal hourly rate (double time) for actual hours of District-authorized asbestos abatement or encapsulation requiring the use of a respirator as recorded on the log.

## **Article 9 – Workday and Work Schedule**

### **9.A. Hours of Work**

1. The full-time work week shall consist of forty (40) hours within the designated work week, typically worked on the basis of five (5) eight (8) hour days or four (4) ten (10) hour days. To the extent consistent with the operational needs and requirements of the District, the District will schedule work on a Monday-through-Friday basis. The District reserves the sole discretion over operational needs and requirements. Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work.
2. Flex time schedule adjustments may be made with the mutual agreement of the employee and their supervisor.

### **9.B. Overtime**

1. Eligible employees shall be compensated at the rate of time and one-half (1 1/2) their regular rate of pay in the form of pay or compensatory time off at the mutual decision of the District and the employee for all assigned work in excess of forty (40) hours in any work week, but in no event shall such compensation be received twice for the same hours.
2. Overtime shall be computed to the nearest one-quarter (1/4) hour. Overtime pay shall be based on the actual number of hours on duty per day except that one (1) hour of overtime will be guaranteed in instances where an employee is called back to work. For the purpose of computing overtime, all hours an employee actually works shall be credited as time worked in computing total work period hours. If an employee is regularly assigned to more than one (1) duty with different rates of pay, the overtime rate shall be based on the weighted average of the rates in accordance with Oregon Bureau of Labor and Industries rules and regulations.
3. In the event that a sufficient number of available, acceptable personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional personnel as are deemed necessary by the District shall be required to work overtime.
4. To the extent determined feasible by the District's supervisors, employees will be provided advance written notice of overtime assignments.
5. The maximum accrual of compensatory time is two hundred forty (240) hours, (one hundred sixty (160) hours of straight time) for hours worked. All hours worked in excess of these limits must be paid in cash at the employee's overtime rate. Upon retirement or termination, payment for accrued compensatory time must be at the straight time rate earned by the employee at the time the employee receives the payment. If payment is received upon termination of employment, then the unused compensatory time must be compensated at a straight time rate equal to the employee's average regular rate within the prior three (3) years, or the final regular rate, whichever is higher.
6. Employees must be permitted to use comp time within a reasonable period after requesting the time off, unless the employee's absence would unduly disrupt the operations of the District. Records of all overtime hours worked and comp time hours accrued and used must be kept by the District Business Office.

### **9.C. Meals and Rest Periods**

1. Meal periods for employees must begin no later than five (5) hours and one (1) minute after the employee has reported for work. Employees shall receive a meal period of at least one-half (1/2) hour in length of unpaid time during which the employee is completely relieved of duty. The meal period will be scheduled as near the mid-shift as is practical.
2. If a meal period of less than one-half (1/2) hour in length is given, the employee shall be paid for the entire meal period. It is the employee's responsibility to notify his/her supervisor as soon as practical that he/she was unable to have a meal period of at least one-half (1/2) hour.
3. Each employee shall receive a fifteen (15) minute rest period for each four (4) hour period of work or major portion of four (4) hours. "Period of work" means the period between the time the employee begins work and the time the employee ends work, and includes rest and meal periods and any period of one (1) hour or less during which the employee is relieved of all duties. Employees who work between two and one-half (2 1/2) hours and three and one-half (3 1/2) hours receive no less than a ten (10) minute rest period. The rest period shall be assigned by the supervisor.

## **Article 10 – Probationary Period**

- 10.A. Every new employee hired into the bargaining unit shall serve a probationary period of six (6) working months. Employees promoted into a higher classification (as defined by job range number) or transferring from building to building shall serve a probationary period of three (3) working months. A supervisor has the discretion to unilaterally shorten the probationary period if, in the opinion of the supervisor, the employee does not need a longer period of time to meet job duty performance standards.
- 10.B. Probationary employees will be provided a written evaluation prior to the end of their probationary period. If the probationary employee is not performing to an acceptable level prior to the end of their probationary period, the supervisor shall so advise the employee in writing. If there is insufficient time to correct the deficiency in the probationary period the District may extend the probationary period by thirty (30) calendar days.
- 10.C. The District has the right to terminate new employees on probationary status for reasons deemed sufficient by the District. Probationary employees shall have the right to appeal a termination to the Board upon request.
- 10.D. If, in the judgment of the District, an employee appointed to a new position does not reach satisfactory performance levels during the probationary period he or she may be returned to his or her former position or have the probationary period extended. An employee on promotional probationary status may request return to a previous position and the District may comply, so long as in the District's judgment the move does not create an undue hardship for the District.

## Article 11 – Vacancies

- 11.A. The District shall have the sole authority to determine when and where a vacancy exists. The District may, prior to posting the vacancy, transfer qualified District employees within the same classification in which the vacancy occurred. Vacancy announcements shall contain a job description, rate of pay, date position is available, location, and shall list criteria (such as licenses or certificates) and job qualifications.
- 11.B. Prior to filling a vacancy, the District shall first consider the request of qualified employees who have expressed a request in writing to the Superintendent or designee to be transferred within their classification. “Qualified” for the purpose of Section B of this Article shall mean meeting the minimum job requirements as listed on the most recent job description or announcement. Employees whose transfer request is denied will be given a reason upon request.
- 11.C. When a need arises in a building for an addition of forty-five (45) minutes of time or less, a notice will be given within the building and all non-probationary classified employees may apply. The time will be awarded to a qualified employee based on qualifications and scheduling needs. If, in the District’s judgment, two (2) or more present employee applicants have the same, or substantially the same, qualifications, the position will be awarded on the basis of District seniority.
- 11.D. In all other circumstances, when it is determined not to fill a position by transfer, the District shall open the position by posting in-District at least four (4) working days prior to the time the position is advertised outside the District and will at the same time provide a copy to the Union building representative and president. During the summer months, position openings will be sent to the Union president.
- 11.E. If, in the District’s judgment, there are sufficient qualified in-District applicants for the vacancy, the District shall select the most qualified employee for the position. Employees who are not selected for employment may request reason for denial. If, in the District’s judgment, two (2) or more present employee applicants have the same or substantially the same qualifications, first consideration will be given on the basis of District seniority.
- 11.F. The District shall consider job qualifications and the following criteria when selecting in-District candidates for an open position: past evaluations, District work experience, training, exhibited work skills and abilities which are required as part of the job description. The District reserves the right to add to this list of criteria. The District shall identify required job qualifications in the job announcement.
- 11.G. If, in the District’s judgment, sufficient qualified in-District candidates do not apply for the vacancy, the position may be advertised outside the District. Present employees, including those who applied during the in-District posting, will be considered, and, if in the District’s judgment they are one of the best qualified, they will be interviewed. The District specifically reserves the right to hire the individual it judges to be best qualified for the position.
- 11.H. During the summer, qualified employees will be given preference for temporary work assignments within their department. Temporary assignments, however, are excluded from the provisions of this contract. The District retains the sole discretion over the terms and conditions of these assignments, including but not limited to all decisions regarding hiring, compensation, hours and termination.

## Article 12 – Layoff and Recall

### 12.A. Definitions

**Layoff:** The temporary or permanent deletion of a classified employee position or the permanent reduction of an employee's hours by fifteen percent (15%) in the previous twenty-seven (27) months from the date of the most recent hours reduction.

**Seniority:** Continuous service within a job classification or in the District to include all authorized paid leaves. When two (2) or more employees have the same length of service, the order of seniority shall be determined:

First: By the date on which the employees' original applications for employment was submitted to the District. If there is still a tie;

Second: By the date on which the employees began working within the classification group. If there is still a tie;

Third: By the numerical order of numbers drawn by the affected employees from a container.

**Classification:** A position described by title on the salary schedules contained in this Agreement. (Appendix A).

**Classification Group:** Classifications related by job function as shown in this Article.

**Qualified:** A combination of experience, training, skill or ability which fits the requirements of the position.

**Bump:** To oust by virtue of rights granted in this Article.

### 12.B. Before the Layoff

1. Written notice of not less than fifteen (15) days shall be provided by the District to employees scheduled to be laid off and to the Union president.
2. Employees may request to meet with the District or Union to answer any questions regarding the impending layoff. The District will meet with the employee within three (3) business days.
3. Upon request the District shall provide the Union's president with a current seniority list of employees within the affected classification group.
4. No employee will be laid off within a classification until all probationary employees in the classification have been laid off as long as an employee is qualified to do the job.
5. No new employees shall be hired into the District while there are employees who are laid off and qualified for positions in the District.
6. Whenever possible the District will use employees who are laid off as substitutes and temporary employees while there are employees who are laid off and qualified for the positions. Employees hired as substitute or temporary employees shall retain all their rights to recall as outlined in Article 12.D. It will be the employees' responsibility to keep the District fully apprised of current addresses and phone numbers.



### **12.C. Layoff**

1. Layoff will be in the inverse order of seniority within the affected classification within the building, if the layoff is building-based; and within the affected classification across the District if the layoff is District-wide. Specifically, the least senior employee in the classification shall be laid off first.
2. Employees who are bumped as provided in 3 below may exercise all applicable rights set out in section 12.C.3 below.
3. Affected employees may elect to do one of the following within five (5) days after notice of layoff:
  - a. Accept the layoff;
  - b. Bump the least senior employee in their classification unless to do so would cause the employee to work less than eighty-five percent (85%) of his/her current wages;
  - c. Bump an employee within their classification group who has less District seniority, if the bumping employee qualifies for the position. However, bumping will be limited to positions on a lower pay scale for which the employee is qualified;
  - d. Bump an employee with less District seniority in a classification outside their classification group if the affected employee has held a position in that classification for one (1) full work year and remains qualified for the position.
  - e. A laid off employee may choose to bump into a position listed above that provides work less than eighty-five percent (85%) of his/her current wages at the time of layoff if there are no other bumping opportunities available. However, the employee will remain eligible to recall into an open position with greater hours, up to the level worked at the time of layoff, if it becomes available during the recall period and the employee is qualified for the position.
  - f. "Qualified" shall be defined as meeting the job qualifications as listed on the most recent job description.
4. Employees choosing the options to bump outlined in 3 above will enter the new position at the experience step which most closely approximates the affected employees' salaries at the time of layoff.

### **12.D. Recall**

1. Employees laid off shall be placed on a numerical layoff list in order of seniority for twenty-seven (27) months and be recalled according to such list as openings for positions previously held become available. The vacant position for which the employee is being recalled cannot provide an increase in daily hours. The employee, without penalty, may elect to decline recall to any position which provides less than eighty-five percent (85%) of his/her annual salary that the employee would have worked in the position held before layoff.
2. If the employee accepts recall to a position which provides less than eighty-five percent (85%) of the annual salary that the employee would have earned in the position held before the layoff, the employee will not forfeit his/her right to recall to openings in his/her former classification group which becomes available.

3. Employees will be notified of the open position by certified mail, return receipt requested, sent to the last address given by the employee to the District office. The employee will have five (5) calendar days from the receipt of such notice to notify the District of his/her intention to return on the date specified by the District. Thereafter, the employee will have up to thirty (30) days from receipt of the notice by the District to return to work. Failure to return within the thirty (30) days will be treated as a voluntary resignation from District employment.
4. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the return to active employment provided those benefits are still in effect.
5. Employees covered by this Article will have the option to continue insurance programs at their own expense unless prohibited by law or the rules of the carrier.
6. Employees who are laid off shall be allowed to apply for positions in accordance with rights granted employees in Article 11 of this Agreement. Employees who exercise this option, if hired into the position for which they applied, will have their names removed from the layoff list.

12.E. For purposes of this Article, classification groups are:

**Clerical**

Student Services Administrative Secretary  
Secretary 1  
Secretary 2  
Secretary 3

**Food Service**

Head Cook  
Lead Cook/Baker  
Cook/Baker  
Cook Assistant  
Food Service Assistant

**Technicians**

Systems Administrator  
Technology Specialist  
Assistant Technology Specialist

**Transportation**

Head Mechanic  
Assistant Mechanic  
Transportation Dispatcher/Information Coordinator  
Bus Driver Trainer  
Bus Driver  
Student Transportation Driver w/o Class B CDL

**Custodial**

Custodian Head 1  
Custodian Head 2  
Custodian Head 3  
Assistant Head Custodian

Head Custodian 4  
Custodian Reg. 1  
Custodian Reg. 2  
Supplies Delivery Worker  
Laundry Operator

**Press**

Print Shop Coordinator

**Assistants**

Deaf Interpreter Assistant w/Certification  
Alternative Education Assistant  
Social Services Assistant  
Deaf Interpreter Assistant w/o Certification  
Media Assistant  
Computer Assistant  
Special Needs Assistant  
Teacher Assistant  
Student Monitor

**Maintenance**

Head Electrician with Supervisor's Card  
Head Electrician/ HVAC/Specialized Maintenance  
Specialized Maintenance Leadperson  
Electrician LMPJ  
Limited Maintenance Electrician  
Specialized Maintenance

**Business Specialists**

Payroll Clerk  
Accounting Clerk  
Bookkeeper – High School  
Assist. Bookkeeper/Purchasing

## Article 13 – Vacations

13.A. Twelve (12)-month employees shall accrue vacation in accordance with the following schedule:

<b><u>CONTINUOUS LENGTH OF SERVICE IN YEARS</u></b>	<b><u>NUMBER OF DAYS VACATION ACCRUED</u></b>
1-5	10 (0.833 days/month)
6	11 (0.917 days/month)
7	12 (1.000 days/month)
8	13 (1.083 days/month)
9	14 (1.167 days/month)
10	15 (1.250 days/month)
11	16 (1.333 days/month)
12	17 (1.417 days/month)
13	18 (1.500 days/month)
14	19 (1.583 days/month)
15	20 (1.667 days/month)

13.B. Vacations will be scheduled with the approval of the supervisor and/or building level administrator.

13.C. Vacation hours accrue for each full month worked and are available for use the following month. Effective April 1, 2003, the maximum amount of vacation accrual an employee can carry on the books at any time is two (2) years/twenty-four (24) months. If at any time an employee's monthly accrual takes them over the two-year limit the number of hours over the limit would be reduced from their vacation bank. Employees on probationary status accrue vacation hours but are not eligible to use them until the successful completion of their probationary period. Employees on promotional probation may take vacation during the probationary period in accordance with Articles 13.A and 13.B above, however the probation period may be extended by the number of vacation days taken.

13.D. Vacation hours for twelve (12)-month employees working less than eight (8) hours per day will accrue on a prorated basis.

13.E. When a twelve (12)-month employee works at a job(s) having different numbers of work hours, the employee's vacation day is the weighted average of such hours. That is, his/her total hours (including paid holidays and leave but not overtime) are computed and then divided by the number of days worked. For example, if an employee works six (6) hours per day for one hundred ninety (190) days and eight (8) hours per day for seventy (70) days, the employee's vacation day shall be six and one-half (6 1/2) hours.

13.F. If an employee has a permanent change in their work schedule to a twelve-month calendar, through hire into a new position within their classification or classification group or a change in their current work schedule, vacation time, pursuant to Section A above, shall accrue at the level proportionate to the total number of years of continuous service with the District in the same classification. Employees will be credited for one (1) year of full time continuous service for every two thousand eighty (2080) hours worked and will begin accruing vacation at that level (rounded off to the nearest full month).

13.G. A "full month worked" as used in this Article, is defined as working, on OFLA/FMLA leave or using paid leave for at least half (1/2) the regularly scheduled workdays during the month.

## **Article 14 – Holidays**

14.A. Employees shall receive holidays without loss of pay as set forth below. The following are recognized paid holidays for employees based on hours worked.

- |                     |                   |
|---------------------|-------------------|
| 1. Veterans' Day    | 4. Labor Day      |
| 2. Memorial Day     | 5. Christmas Day  |
| 3. Thanksgiving Day | 6. New Year's Day |

14.B. In addition to the holidays listed in Article 14.A, twelve (12)-month employees shall receive the following holidays, without loss of pay, as set forth below. The following are recognized paid holidays for twelve (12)-month employees based on hours worked:

- |                                |                              |
|--------------------------------|------------------------------|
| 7. Martin Luther King, Jr. Day | 10. Christmas Eve (1/2 day)  |
| 8. Independence Day            | 11. New Year's Eve (1/2 day) |
| 9. Day Following Thanksgiving  |                              |

14.C. An employee's holiday pay shall be the equivalent of the pay the employee would have been paid had he/she worked a normal day.

14.D. If an employee is required to work on a recognized paid holiday, he/she shall receive the overtime rate for all hours worked on the holiday in addition to his/her regular holiday pay.

14.E. Holiday pay is paid based on an employee's daily hours worked. For employees who are scheduled to work at a different number of daily hours, holiday pay is calculated based on the most common daily hours worked. For example: An employee scheduled to work four (4) eight (8) hour days and one (1) four (4) hour day per week will accrue eight (8) hours of holiday pay.

## **Article 15 – Sick Leave with Pay**

- 15.A. All employees shall accrue sick leave benefits as an insurance against the impact of illness or injury. Each employee shall accrue sick leave at the rate of one (1) day for every month worked except that all employees working a nine (9) month school year shall be granted ten (10) days in accordance with their regularly scheduled daily hours of work. As used in this Article, “hours” means the regular number of hours an employee works per day for the District. If an employee works less than nine (9) months in a fiscal year, he/she shall receive one (1) day per month of service. Sick leave hours are available for use the month after they have been accrued.
- 15.B. An employee with an illness covered by accumulated sick leave benefits shall automatically forfeit his/her sick leave benefits and be subject to disciplinary action by the District, if other employment is undertaken without permission from the District while off the job.
- 15.C. An employee shall not consider sick leave as a right which allows absence at any time for reasons other than those set forth in this Article. Certification of one (1) or more physicians that an illness or injury prevents an employee from carrying out his/her duties shall not usually be required unless the employee is absent in excess of five (5) consecutive days. If medical evidence indicates an employee can return to his/her duties, he/she shall return or in continued absence be terminated. Sick leave shall not be considered available as terminal leave, either in time or in dollars except as reported to the state retirement system for use in computing retirement benefits.
- 15.D. Employees are eligible for sick leave for personal illness, injury or disability or to attend a dentist or physician appointment. When it is necessary for an employee to make such an appointment during working hours, he/she should notify his/her supervisor as soon as possible so that a substitute can be arranged for. An employee may also utilize available sick leave to provide care for a member of their immediate family. If the immediate family member does not reside in the home of the employee then the illness, injury or disability must qualify under the Oregon Family Leave Act. The immediate family shall be defined to comply with state and federal leave laws that currently include the spouse of an employee, children (including step children, foster children and children of same sex domestic partnerships), parents, grandparents, grandchildren, parents-in-law, in loco parentis, and same sex domestic partners. Exceptions to this definition may be approved by the Superintendent.
- 15.E. When an employee is absent due to illness or injury compensable under state industrial accident laws, the District’s obligation to pay under this sick leave article is limited to the difference between the payment received from the Workers’ Compensation carrier and the employee’s regular salary. In such instances, prorated charges will be made against accrued sick leave.
- 15.F. Sick leave is paid based on an employee’s actual scheduled hours for that day.
- 15.G. For employees who are scheduled to work a different number of daily hours, sick leave is accrued based on the most common daily hours worked. For example, an employee scheduled to work four (4) eight (8) hour days and one (1) four (4) hour day per week will accrue eight (8) hours of sick leave for each sick leave day.
- 15.H. A “month worked”, for purposes of this Article, is defined as working on FMLA/OFLA leave or using paid leave for at least half the regularly scheduled workdays during the month.

## **Article 16 – Paid Leaves of Absence**

### **16.A. Court Appearances**

1. If an employee is called for jury duty or is subpoenaed as a witness in a court case in which he/she personally is not involved, he/she will be entitled to reimbursement by the District at the straight-time hourly rate of his/her regular job for the hours of work necessarily lost as a result of a court appearance or duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement.
2. Day shift employees will be required to report for any work if their court appearance ends on any day in time to permit at least two (2) hours' work in the balance of their regular shift. They shall not receive pay for any hours not worked or in court. Other shift employees will not be required to report for any work on any day they have performed court duty for more than one-half (1/2) day, provided such absence shall be without pay. Hours paid for court appearances will be counted as hours worked for the purpose of computing leave benefits and insurance contributions.

### **16.B. Educational Leave**

A leave of absence with pay to attend workshops, conventions or other training programs may be directed and authorized upon proper application and with the approval of the supervisor and Business Manager. Such leave shall apply only to programs which, in the District's judgment, will improve District operations. Expense allowances for meals, lodging, and travel may be granted for such leave according to District policy.

### **16.C. Union Leave**

1. Union representatives may be allowed time away from their duty stations without loss of pay when required and authorized by the District for the specific purpose of meeting with District representatives concerning administration of this Agreement and adjusting grievances under the procedure defined herein.
2. In addition to the above release time, Union representatives may, upon request, be granted time off to attend to Union business, such as attendance of the Union's state conference and the Union Presidents' Workshop. Such absence shall require approval of the Superintendent and will not be considered if, in the District's judgment, such absence will handicap District operations. Such leave may be with or without pay at the discretion of the District.

### **16.D. Military Leave with Pay**

Employees who are members of the bargaining unit will be granted military leave in accordance with ORS 408.290.

### **16.E. Bereavement Leave**

1. Employees shall be granted, upon request, up to five (5) days leave with pay in the event of the death of any member of the employee's immediate family. Where substantial justification exists, the Superintendent may approve time beyond the five (5) days with or without remuneration.

Members of the immediate family are those defined in Article 15.D.

2. At the discretion of the building principal or immediate supervisor, employees may be allowed to attend local funerals of close friends or members of the community provided that acceptable arrangements can be made.

Bereavement leave under Oregon Family Leave Act (OFLA) shall run concurrently with the paid bereavement leave provided in this section.

#### **16.F. Personal Leave**

1. Each employee shall be entitled to two (2) days of personal leave per contract year with pay. Personal leave shall be credited to the employee's account at the beginning of his/her fiscal year of employment with the District.
2. The personal leave day is intended to be utilized for personal business that must be taken care of during the employee's regular work time. No reasons will be asked when this leave is requested. This leave may be used for family illness.
3. Personal Leave must be scheduled with the approval of the supervisor and/or building level administrator. The employee shall apply for the leave in accordance with the District practice and he/she shall complete the appropriate form.
4. Employees may choose to receive a payment for each unused day of personal leave at the end of the fiscal year. Payment will be eighty percent (80%) of Step 1 of the hourly rate of the employee's classification for each day of unused leave. Or in the alternative, unused personal leave time may be rolled over at the end of the fiscal year. The leave account cannot exceed four (4) days, including the two (2) days accrued each year. These days may be used for any purpose.
5. Personal leave will be prorated for employees that work less than their full calendar year (i.e. their start date or end date of employment with the District causes less than their full calendar year to be worked).

16.G. Bereavement leave, jury duty and personal leave are paid based on an employee's actual scheduled hours for that day.

16.H. For employees who are scheduled to work a different number of daily hours, personal leave is accrued based on the most common daily hours worked. For example, an employee scheduled to work four (4) eight (8)-hour days and one (1) four (4)-hour day per week will accrue eight (8) hours of personal leave for each personal leave day.



## **Article 17 – Leaves without Pay**

### **17.A. Unpaid Leave**

Upon written request, a regular employee may be granted unpaid leave for a period of up to thirty (30) days for situations not otherwise covered in this Agreement. Approval of such leave shall be made by the supervisor and the Superintendent and shall be contingent upon operational requirements of the District, as determined by the District. Available paid leave must be used before the District will consider unpaid requests.

### **17.B. Leave of Absence without Pay**

Upon request, a regular employee may be granted a leave of absence without pay for a period of greater than thirty (30) days but less than one (1) calendar year. Such request shall be in writing and shall include the reason for such leave. The granting of such leave shall be made by the supervisor and the Superintendent and shall be contingent upon operational requirements of the District, as determined by the District. Such leave shall not be submitted by an employee for the purposes of accepting employment outside the service of the District; and notice that the employee has accepted employment or entered into full-time business or occupation may be accepted by the District as a resignation. An employee granted a leave of absence without pay will be given the option to continue the District health benefits plan at his/her own expense pursuant to the rules of the insurance carrier.

### **17.C. Other Required Unpaid Leave**

The District will allow all other unpaid leaves as required by state or federal law; e.g., Family Medical Leave Act, Oregon Family Leave Act.

### **17.D. Return from Leave**

Upon return from any of the leaves in Sections A and B, an employee will be entitled to return to the same or similar classification for which they are qualified and benefits to which an employee was entitled at the time of granting the leave, including unused accumulated sick leave, provided those benefits are still in effect. Scheduled work hours will be those available at the time of return.

## **Article 18 – Mileage/Per Diem**

- 18.A. Employees required by the District to drive their personal automobiles on District business during their daily work schedule shall be reimbursed at the IRS rate. This reimbursement applies to all authorized District business. Travel reimbursement will be given to employees who move from building to building only at the District's request. Employees who voluntarily accept positions in more than one building to gain hours will not be eligible for District travel reimbursement.
- 18.B. Employees required by the District to travel out of the District overnight to attend conferences or workshops shall be reimbursed as per the approved District reimbursement rates for food and lodging expenses, as verified by receipts.

## **Article 19 – Extended Work Year**

- 19.A. Regular employees shall be given the first opportunity to elect to perform additional days of work within the area of their job classification if the District determines the need for such extra workdays.
- 19.B. Less-than twelve (12)-month employees who wish to work during recess periods shall inform the District of such in writing when the position is posted. These employees shall be given the first opportunity to fill temporary positions which may become available during the recess period and for which they are qualified in the judgment of the District.
- 19.C. At the sole discretion of the District, employees may be allowed to substitute into promotional positions for which they qualify if a qualified substitute is available or if a substitute is not needed for their current position.

## **Article 20 – Strikes/Work Action**

- 20.A. The Union and members of the bargaining unit, as individuals or as a group, will not initiate, cause, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work during the term of this Agreement. The Union recognizes and agrees that disciplinary action, including discharge, may be taken by the District, at its discretion, against any employee or employees engaged in a violation of the provisions of this Article.
- 20.B. In the event of a strike or other work action in any form, either on the basis of individual choice or collective employee conduct, the Union will make every effort, including public appeals, to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to such work action or by whether such subject matter is or is not subject to the grievance procedure set forth in this Agreement.
- 20.C. It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.
- 20.D. There shall be no lockout of employees in the bargaining unit by the District as a consequence of any dispute arising during the period of this Agreement.
- 20.E. This Article shall be void only when required by ORS 243.650 through 243.782.

## Article 21 – Grievance Procedure

### 21.A. Definitions and Provisions

**Grievance:** A complaint by a classified employee, group of employees or the Union that there has been an alleged violation or inequitable application of any provision(s) of the contract.

**Grievant:** The person or persons who has (have) the grievance and is (are) presenting the complaint.

**Immediate Supervisor:** The person who has direct administrative or supervisory responsibilities over the aggrieved and the authority to resolve the grievance.

**Employee:** A classified employee in the bargaining unit.

**Representative:** A person who may speak for and/or advise the party in interest.

**Time Limits:** Any and all time limits specified in the grievance procedure may be waived by mutual written agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the District to submit a reply within the specified time limits shall permit the aggrieved to proceed to the next level. For purposes of this Article, “working days” shall mean Monday through Friday, normal District business days. An employee may be represented at any level by a Union representative; however, the grievant must be present. In the case of a bona fide emergency and the grievant cannot be present, a mutually agreed upon time extension may be arranged.

**Grievance Form:** Grievances shall be filed on a form in Appendix B.

**Purpose:** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

### 21.B. Levels of Grievance Procedure

**Step 1.** The grievant shall discuss the grievance informally with his/her immediate supervisor or building principal within fifteen (15) working days from the occurrence thereof or of the employee’s first knowledge thereof, in an attempt to resolve the matter. Such supervisor shall respond to the grievance ten (10) working days after the grievance is first discussed.

**Step 2.** If, after ten (10) working days from the receipt of the immediate supervisor’s reply, the grievance remains unresolved, the grievant shall submit the grievance in writing to the supervisor with a copy to the Superintendent or designee. If the supervisor is the Superintendent or designee the submission of the written grievance shall be assigned to another administrator to process by the Superintendent. Such written grievance shall include: (a) a clear statement of the grievance and relevant facts; (b) specific identification of the specific article or portions thereof allegedly violated; and (c) a clear statement of the specific remedy sought. Such supervisor shall respond to the employee in writing within ten (10) working days from receipt of the grievance.

**Step 3.** If, after ten (10) working days from the receipt of the immediate supervisor’s reply, the grievance remains unresolved, the grievant shall submit the grievance set forth in Step 2 in writing to the Superintendent. The Superintendent or his/her designee shall meet with the employee’s immediate supervisor and the employee within ten (10) working days. Pursuant to the hearing and a review of the correspondence and relevant facts, the Superintendent or his/her designee shall respond to the grievance in writing within ten

(10) working days of the meeting. The employee may be accompanied by a representative.

**Step 4.** If, after fifteen (15) working days from the receipt of the Superintendent's reply, the contract grievance remains unresolved, the contract grievance as set forth in writing in Step 2 may be submitted to an arbitrator in accordance with the following procedures:

1. A list of five (5) arbitrators shall be jointly requested from the Employment Relations Board. The parties will have five (5) days from the receipt of the list to review the names prior to the striking process. The parties shall alternately strike one name from the list until only one name remains. The Union shall strike the first name. The one remaining shall be the arbitrator. Within five (5) days after striking names, the name of the person selected will be submitted to the Employment Relations Board.
2. All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives. The arbitrator shall render a decision within thirty (30) calendar days from the date of the formal hearing. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute his/her judgment on a matter or condition for that of the District where the District has not negotiated and limited its authority on the matter or condition. The decision of the arbitrator within these stated limits shall be final and binding on both parties.
3. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement. In case of a grievance involving any continuing or other money claim against the District, no award shall be made by the arbitrator which shall allow any alleged accruals for more than ten (10) days prior to the date when such grievance shall have first been presented.
4. Expenses for the arbitrator's services shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.
5. This Agreement contains this grievance procedure as a means of resolving disputes. If any claim, suit, or charge is filed with any state or federal agency or court subsequent to the filing of a grievance, the grievance shall be immediately withdrawn and considered null and void regardless of its step in the grievance procedure. Any arbitrator's decision shall also be rendered null and void. If any claim, suit, or charge is filed prior to filing a grievance, the Union and its members waive any and all rights to file a subsequent grievance related to the subject of the claim, suit, or charge.
6. In the event the arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without a decision or recommendation on the merits of the case.
7. No reprisal of any kind shall be taken by any Union member or representative, nor by the District or any member of the administration against any participant in the grievance procedure.

## **Article 22 – Discipline/Dismissal**

- 22.A. When an employee has violated a rule or engaged in conduct meriting disciplinary action, the District may impose discipline on the employee which it deems proper, following a fair investigation and so long as the penalty imposed is consistent with those in other like cases.
- 22.B. No employee shall be dismissed or disciplined without due process. Due process, for the purposes of this Article, shall be defined as the following:
1. The employee will be told the charges and given the information forming the basis for such action.
  2. The employee will have the opportunity to respond to the charges.
  3. The employee will have an opportunity to discuss the matter with his/her supervisor.
  4. The charges and the employee response may be reduced to writing and, upon request, the employee shall be entitled to a meeting with the Superintendent.
  5. The employee will have the opportunity to include a statement in his/her personnel file.

An employee's supervisor shall notify an employee whose services are unsatisfactory by holding a conference with the employee and setting forth in writing the areas of concern needing improvements. The employee shall be given an opportunity to improve his/her performance to the expected norms set forth to him/her within a specified time period.

If the improvements are not made, the supervisor may take dismissal or disciplinary action. Normally, employees shall be given at least five (5) days' notice of intended dismissal.

If it becomes necessary for management to discharge an employee, management will promptly inform the Union that it is or has initiated the action.

- 22.C. An employee shall have the right to appeal his/her dismissal or demotion to the Board, if he/she so requests in writing, within fifteen (15) days of receipt of dismissal notice per ORS 332.544.
- 22.D. Nothing in this Article or any part of this Agreement is intended to limit the right of the District to immediately place an employee on paid administrative leave in order to conduct an investigation of claims or conduct.
- 22.E. Employees are entitled to representation when a meeting is of an investigatory nature where the employee reasonably believes that discipline may result from the meeting.

## **Article 23 – Evaluation**

- 23.A. Employees will be provided with a copy of the District’s evaluation procedure at the beginning of the school year. Joint Labor Management Committee may review the evaluation manual and procedures as necessary and make recommendations for revision. The Superintendent will make the final determination whether or not to adopt the recommendations.
- 23.B. During the first three (3) years of employment with the District, regular employees will be evaluated at least once before the end of each work year. After the third year of employment, employees will be evaluated at least once every three (3) years. Any employee demonstrating performance deficiencies shall be evaluated on an as-needed basis. The evaluation shall be discussed with the employee in an evaluation conference. During this conference, the supervisor will appraise the employee’s performance of duties.
- 23.C. Employees will receive a written copy of the evaluation and a copy will be placed in his/her personnel file. The employee may write a rebuttal to the evaluation and have it placed in his/her personnel file.



## Article 24 – Salaries

### 24.A. Salaries

#### **For the 2019-2020 school year**

Effective July 1, 2019, the salary schedule will be increased by a three and one-tenth percent (3.1%) cost of living adjustment. The salary schedule is contained in Appendix A, which is herein incorporated into this Agreement.

Effective July 1, 2019, all employees entitled to receive a step will advance by one (1) step on the salary schedule.

Effective July 1, 2019, the salary schedule will combine job grade 102 with job grade 103. Those employees on job grade 102 at the time the job grades are combined will maintain their step placement on the higher job grade.

Effective July 1, 2019 the salary schedule will combine job grade 110 with job grade 111. Those employees on job grade 110 at the time the job grades are combined will maintain their step placement on the higher job grade.

Effective July 1, 2019, the Bus Driver Trainer position will move from job grade 111 to 112.

#### **For the 2020-2021 school year**

Effective July 1, 2020, the salary schedule will be increased by a three and one-tenth percent (3.1%) cost of living adjustment. The salary schedule is contained in Appendix A, which is herein incorporated into this Agreement.

Effective July 1, 2020, all employees entitled to receive a step will advance by one (1) step on the salary schedule.

#### **For the 2021-2022 school year**

Effective July 1, 2021, the salary schedule will be increased by a three and one-tenth percent (3.1%) cost of living adjustment. The salary schedule is contained in Appendix A, which is herein incorporated into this Agreement.

Effective July 1, 2021, all employees entitled to receive a step will advance by one (1) step on the salary schedule.

- 24.B. An employee advances to Step 11 once they have fifteen (15) years of continuous service with the District and have been on Step 10 for at least one (1) complete year.

Employees that will be at Step 11 in the 2007-08 school year will receive a pay differential amount equal to the difference between their new job grade wage and the wage they would have been at if this change did not take place. The calculated pay differential amount will continue to be paid to the employee as long as they remain in their current job title.

Those receiving differentials are:

<b>Employee</b>	<b>Position</b>	<b>Differential Amount</b>
Penny Brown	Custodian 3	+\$0.31/hour

- 24.C. **PERS.** The District will continue to pay the six percent (6%) PERS pickup during each year of this Agreement for members of the bargaining unit. Employees working less than three and one-half (3 1/2) hours per day (six hundred [600] hours per year total) are not eligible for PERS contributions. Employees who were not eligible for PERS and who received six percent (6%) added to their gross salary as of June 30, 2007, will continue to receive six percent (6%) added to their gross salary in lieu of the PERS pickup. No subsequent PERS-ineligible employees, however, will be eligible for this benefit.
- 24.D. Regular custodians working other than the day shift shall receive a shift differential as follows:
1. Swing Shift - fifteen cents (\$.15) per hr. The swing shift shall be defined as follows: More than half of an employee's workday falls between the hours of 2:00 p.m. and 11:00 p.m.
  2. Graveyard Shift – twenty cents (\$.20) per hr. The graveyard shift shall be determined as follows: More than half of an employee's workday falls between the hours of 11:00 p.m. and 7:00 a.m.
- 24.E. Physical exams required by the District shall be paid in full by the District provided they meet examination specifications determined by the District.
- 24.F. A change in position involving increased duties or responsibilities shall be accomplished by placing the employee on the new range/grade at a step that provides the equivalent of one (1) step increase above his/her current salary or he/she will be placed on Step 1, whichever is greater. Should the District decide to place an employee on a higher step than described in this section, the District will submit the decision to the Joint Labor Management Committee for approval.
- 24.G. When an employee is involuntarily transferred to a lower classification (as defined by job range number) than the one in which he/she is currently working, he/she shall be placed on the lower classification salary range/grade at the same salary or the nearest comparable salary as he/she was receiving on the higher classification range/grade. When an employee requests a transfer to a lower classification and the transfer is approved by the District, the employee shall be placed on the lower salary schedule based on the employee's experience in that classification.
- 24.H. Should it be necessary to place a new hire above Step 2, the Superintendent or designee will so inform the Union in writing.
- 24.I. The District shall pay for all District-required classes, including the cost of tuition, books and time required by the District. The District shall pay for any District-required licenses and certificates, subsequent to initial employment.
- 24.J. Employees temporarily assigned by the District to replace an absent employee who is in a higher classification shall assume all the duties and responsibilities of the assigned position and be considered working out-of-classification. During the first five (5) days in such assignment, the employee shall earn their regular rate of pay or the substitute rate of pay for the higher classification, whichever is greater. After five (5) consecutive workdays in such assignment, an employee shall be placed on a step in the new classification that provides a five percent (5%) increase in pay, retroactive to the first day of such assignment.
- 24.K. Payday for classified employees shall be the last business day of the month.

#### 24.L. Apprenticeship

1. Individuals in the Specialized Maintenance job classification who have been accepted into the State of Oregon Apprenticeship and Training Council program to become Limited Maintenance Electricians (LME) shall receive a progressive pay rate according to the number of apprenticeship hours completed in the program. A minimum of four thousand (4,000) hours of on the job training is required for completion of the apprenticeship. If the individual does not complete or is no longer a part of the program, the wage rate will immediately return to Job Grade 113. Once the individual has completed the program and receives the Certificate of Completion of apprenticeship they will receive pay at the Limited Maintenance Electrician level (Job Grade 115). The progressive pay rate formula shall comprise a change in pay at each one thousand (1,000)-hour plateau. An example of the progressive pay rate system for an employee currently on Step 5 of Job Grade 113 using the 2019-2020 salary schedule is:

<b>Apprentice Hours Completed</b>	<b>Pay Rate</b>
0-999 hours	\$18.87 Starting at Step 5 Specialized Maintenance
1,000-1,999 hours	\$19.56
2,000-2,999 hours	\$20.25
3,000-3,999 hours	\$20.93
4,000 hours	\$21.62 Ending at Job Grade 115, Step 5, LME

2. Individuals in the Specialized Maintenance job classification who have been accepted into the four-year electrical apprenticeship program shall receive a progressive pay rate according to the number of apprenticeship hours completed in the program. A minimum of eight thousand (8,000) hours of on the job training is required for completion of the apprenticeship. If the individual does not complete or is no longer a part of the program, the wage rate will immediately return to Job Grade 113 (Specialized Maintenance). Once the individual has completed the program and receives the Certificate of Completion of apprenticeship they will receive pay at the Head Electrician level (Job Grade 120). The progressive pay rate formula shall comprise a change in pay at each one thousand (1,000)-hour plateau. An example of the progressive pay rate system for an employee currently on Step 8 of Job Grade 113 using the 2019-2020 salary schedule is:

<b>Apprentice Hours Completed</b>	<b>Pay Rate</b>
0-999 hours	\$20.32 Starting at Step 8 Specialized Maintenance
1,000-1,999 hours	\$21.53
2,000-2,999 hours	\$22.73
3,000-3,999 hours	\$23.94
4,000-4,999 hours	\$25.14
5,000-5,999 hours	\$26.35
6,000-6,999 hours	\$27.55
7,000-7,999 hours	\$28.76
8,000 hours	\$29.97 Ending at Job Grade 120, Step 8, Head Electrician

- 24.M. Classified staff members may choose to volunteer for extra duty assignments outside of their regular job assignment. If they prefer, classified staff members may also choose to be paid for the following extra duty assignments. Extra duty assignments are defined as those duties unrelated to the employee's regular duties.

"Extra Duty Assignments" including Coaching/Gate Duty/Timer/Scorer will be paid on a stipend basis according to the Licensed collective bargaining agreement. In accordance with ORS 653.269(5)(b) the parties hereby waive any and all overtime rights under ORS 653.268 and the Fair Labor Standards Act for

all members of the Classified bargaining unit while performing any work on “extra duty assignments” as defined by this section. The Union agrees to fully defend and indemnify the District against any overtime liability resulting from bargaining unit member work in extra duty assignments.

No other articles of this contract apply to classified employees while serving in extra duty assignments. They are serving at the will of the District.

- 24.N. Classified staff members who attend District sponsored voluntary staff training opportunities outside their normal work schedule will be paid \$13.50 per hour or one dollar (\$1.00) per hour over minimum wage, whichever is greater.
- 24.O. Employees hired after July 1, 2016 will be required to receive their pay through direct deposit. A summary of wages paid will be emailed to employees who are using direct deposit. If an employee does not have email access, he/she will need to make arrangements with the Business Office for an alternative means to receive a monthly pay summary.

## Article 25 – Insurance

25.A. For the 2019-2020 insurance plan year, the District agrees to contribute, for each eligible employee, up to one thousand eighty dollars (\$1,080.00) per month towards the premium of an insurance program, but no more than the actual premium cost for primary medical, dental and vision coverage.

For the 2020-2021 insurance plan year, the District agrees to contribute, for each eligible employee, up to one thousand one hundred fifteen dollars (\$1,115.00) per month towards the premium of an insurance program, but no more than the actual premium cost for primary medical, dental and vision coverage.

For the 2021-2022 insurance plan year, the District agrees to contribute, for each eligible employee, up to one thousand one hundred fifty-five dollars (\$1,155.00) per month towards the premium of an insurance program, but no more than the actual premium cost for primary medical, dental and vision coverage.

If the year-to-year insurance premiums increase by more than eight percent (8%) from the 2018-2019 insurance year to the 2019-2020 insurance year or from the 2019-2020 insurance year to the 2020-2021 insurance year or from the 2020-2021 insurance year to the 2021-2022 insurance year, the District will, in lieu of the above, calculate and split the difference.

For example, if premiums increase by ten percent (10%) from the 2019-2020 insurance year to the 2020-2021 insurance year, the insurance contribution increase shall be five percent (5%) from one thousand eighty dollars (\$1,080)/month to one thousand one hundred thirty-four dollars (\$1,134)/month rounded to the nearest dollar.

If the District's insurance contribution amount is greater than an employee's insurance premium cost or the employee declines insurance coverage, the employee shall not receive cash or other compensation in order to make up the difference except for what is provided in Article 25.K when opting out of insurance. If this paragraph is rendered unlawful during the course of this agreement, the parties will open Article 25 for renegotiation.

For eligible employees working less than full-time (eight [8] hours per day) the insurance contribution shall be prorated as follows:

Hours per day for employees hired between July 1, 2001 and June 30, 2013:

6.5-8.0 hours 100%  
5.0-6.4 hours 75%  
4.0-4.9 hours 50%

Hours per day for employees hired on or after July 1, 2013:

7.5-8.0 hours 100%  
6.5-7.4 hours 75%  
5.0-6.4 hours 50%

If hours change enough to change contribution level, the change will take effect on the first (1<sup>st</sup>) day of the month after the first (1<sup>st</sup>) full month after the change in hours.

New hires are eligible for insurance on the first (1<sup>st</sup>) day of the month following completion of a minimum of thirty (30) days of employment.

The proration provision will be in effect July 1, 2001, for all new hires. Employees hired before July 1, 2001, and working four (4) or more hours per day, shall be eligible for one hundred percent (100%) of the insurance premium contribution identified in A above. Bus Drivers hired after July 1, 2001, and regularly assigned to work (i.e., those hours used for purposes of leave administration) consisting of three (3) hours or more per day, shall for the purpose of insurance proration receive at least seventy-five percent (75%) of the District insurance contribution pursuant to the rules of the carrier.

Payroll deductions for employee insurance contributions will be prorated over the number of paychecks received by the employee from October through June contingent on the legality of being able to split pretax insurance contributions between two (2) tax years.

- 25.B. An Insurance Committee composed of two (2) classified employees (chosen by the Union) and two (2) District representatives (chosen by the District) shall be in effect to monitor premium costs during this Agreement. This committee shall make recommendations for carriers to the Board. The final decision shall be made by the Board.
- 25.C. The Union shall determine the insurance benefit program available to its membership. The Union must notify the District in advance of the Oregon Educators Benefits Board (OEBB) deadline to effect changes in the following plan year (plan year beginning October 1).
- To the extent allowed by state and federal law, if offered medical plans are limited in number and all plans are therefore not available to members, the District retains the right to determine one of the medical plans that will be offered to bargaining unit members.
- 25.D. The benefit programs provided herein shall be provided only in accordance with OEBB rules.
- 25.E. The District's obligation towards premium payments as provided herein shall cease on the first (1<sup>st</sup>) day of the month following the month in which there was a termination in employment.
- 25.F. Employees eligible for a District insurance contribution, but who choose not to obtain insurance coverage may "waive" for the insurance year in accordance with OEBB rules.
- 25.G. In the event an employee is hired for a position less than four (4) days per week, the District will contact the union to discuss whether or not the employee should be eligible for insurance.
- 25.H. OSEA and the District agree to a limited re-opener to discuss the excise tax if/when it may trigger.
- 25.I. For those employees working at least six and one-half (6 1/2) hours a day, choosing the highest deductible plan with a Health Savings Account (HSA) offered by OEBB, the District shall make a monthly contribution of fifty dollars (\$50.00) into the employee's eligible HSA provided the employee is eligible for a District insurance contribution and has been employed as an employee or temporary employee for at least one (1) year. The employee is responsible for any fees associated with set up or maintenance of the HSA. In addition, the contribution must be made into an account with the District's established HSA provider.

Before the initial HSA contribution is made, the employee must establish an account with the HSA provider and provide all necessary account information to the District. If the HSA provider requires the District to enter into an agreement, the terms of the agreement must be acceptable to the District. In addition, the HSA provider must accept payment from the District in a method acceptable to the District. A maximum of four HSA providers will be offered unless the District agrees to more. An insurance committee composed of at least two classified employees (chosen by the Union) shall make recommendations for new HSA providers to the District.

- 25.J. If the District's insurance provider assesses an excise tax and/or other monetary penalty on the District or the members during the term of this Agreement, the parties agree to reopen this Article 25 for the purpose of bargaining concerning how any such excise tax and/or monetary penalty can be minimized or avoided by changing from a composite rate to a tier rate system. If this Article 25.J. is so triggered, the parties agree that through bargaining that tiered contribution amounts will be considered. The goal shall be to maintain employee premium costs that are the same or similar to such costs under a composite rate structure for individuals/couples/families, and maintain-equivalent the District's overall insurance costs to such costs under a composite rate structure less the newly assessed excise tax and/or monetary penalty.
- 25.K. Provided it is allowed by law and does not jeopardize the tax-free status of the District's insurance contribution, employees that qualify for the full district insurance contribution amount who opt out of medical, dental and vision coverage will receive a two hundred dollar (\$200) per month cash incentive. This amount is subject to applicable taxes. To be eligible to opt out, the employee must be covered by another employer sponsored group medical insurance program. Other group coverage does not include Medicare, Medicaid, Veterans Administration Health Benefits, student health benefits, the federal health exchange, a state health exchange or an individual plan. The employee must provide proof of other employer group coverage and agree to notify the District if the other employer group coverage ends. If the other employer group coverage ends, the employee is no longer eligible for the cash incentive. An employee who loses other group coverage is eligible to enroll in coverage through the District provided qualifying event requirements established by the insurance company are met.

If an employee opts out of medical, dental and vision coverage and receives the two hundred dollar (\$200) incentive, then the employee must still enroll in basic life insurance coverage and long-term disability coverage. The employee may also enroll in any of the available District optional supplemental insurance coverage plans.

## **Article 26 – Site Councils**

Any program plan/implementation that results from a Site Council:

- 26.A. Shall not violate any District policy unless approved by the Board;
- 26.B. Shall not violate any provision of this Agreement unless mutually approved by the Board and the Union;
- 26.C. Shall set no past practice or precedent with regard to contract negotiations, contract administration-and/or grievances.

### **Remuneration**

- 26.D. The aggregate for all classified employees serving on one site council shall not exceed three hundred sixty dollars (\$360) for one school year. The aggregate of three hundred sixty dollars (\$360) provides one (1) stipend per year for one (1) classified employee. If more than one (1) classified employee serves on the school site council, the stipend per employee is reduced accordingly by dividing three hundred sixty dollars (\$360) by the number of classified serving on the council.
- 26.E. The classified employee(s) serving on the site council shall not receive compensation for his/her regular position while attending site council meetings.
- 26.F. In accordance with ORS 653.269(5)(b) the parties hereby waive any and all overtime rights under ORS 653.268 and the Fair Labor Standards Act for all members of the Classified bargaining unit while performing any work on site councils. The Union agrees to fully defend and indemnify the District against any overtime resulting from bargaining unit member work on site councils.



## **Article 27 – Labor Management Committee**

- 27.A. A Joint Labor Management Committee (JLMC) will be composed of three (3) members appointed by the Union Chapter President and three (3) members appointed by the Superintendent. The committee shall meet as needed at a day and at a time convenient for all parties. Regular meeting dates shall be established and can be cancelled if not needed.
- 27.B. The purpose of the committee will be to discuss and attempt to resolve issues of interest and concern in the early stages and to establish an ongoing line of communication with the Union and the District. Each meeting shall be governed by a previously agreed upon agenda.
1. The JLMC shall not address issues that are subject to the grievance procedure (Article 21) nor individual personnel issues;
  2. If contract issues are raised to or by the committee, either party will: (a) agree to discuss the issue, or (b) refer it to the appropriate parties for bargaining. All decisions or changes to the contract are subject to the respective parties' approval procedure and Article 31, section F.
  3. The JLMC may also appoint a subcommittee to act as a reclassification committee to make recommendations to the Superintendent. The JLMC shall develop procedures for employees to access the reclassification process. The decision of the Superintendent on whether or not to reclassify a position is final and binding on the parties.
- 27.C. Meeting times, location and any minutes of the meetings shall be made available to all staff and Board members. The JLMC shall develop and maintain its operational protocols, including:
1. Agenda development;
  2. Meeting times, location, frequency and duration;
  3. Record-keeping;
  4. Ground rules supported by the District and the Union;
  5. Process by which affected employees and/or supervisors raise issues. This process shall be supportive of the chain of command and shall not be a substitute for that communication and authority structure;
  6. Format for issue discussion and decision making;
  7. Communications with/to the District and the Union;
  8. Mechanism for addressing unresolved issues; and
  9. Monitoring and evaluation of the committee process.

## **Article 28 – Staff Development**

- 28.A. The District agrees to maintain the current practice of budgeting a minimum of two thousand five hundred dollars (\$2,500) per year for classified staff development. This does not restrict the District from allocating additional funds for classified staff development.
1. The purpose of the Staff Development Fund is to provide funds to be used for classes or workshops that the classified employee has expressed an interest in attending for the improvement of the employee's job-related skills and is not otherwise District funded.
  2. Workshop/conferences that the District requires or encourages an employee to attend will be funded from sources other than the Staff Development Fund.
  3. The Union will allocate from the two thousand five hundred dollars (\$2,500). The maximum amount available per applicant will not exceed the equivalent cost of three (3) credit hours at Linn-Benton Community College. Travel expenses, meals, lodging and substitute employee costs will not be charged to this allocated amount.
  4. Any workshop, conference or class that is to occur during a classified employee's regularly scheduled workday must have prior approval by the employee's supervisor. The employee is responsible for providing a copy of the approved/denied leave request to the OSEA President.
  5. Application for reimbursement of workshops or classes should be made prior to registration. A memo/letter signed by the applicant will be used for application. The application will be sent to the OSEA Chapter 3 President who will approve or deny.
  6. Reimbursement shall be made on a first come, first serve basis during the fiscal year based on the date the application is received. Evidence of successful completion of an approved class or workshop must be submitted to the OSEA Chapter 3 President. Such evidence shall be a receipt or canceled check and a transcript showing at least a "C" or passing grade for classes. The application for leave request with the evidence of completion will be forwarded to the Business Office for reimbursement of the approved amount to the classified employee.
  7. All requests for reimbursement must be submitted by June 1. It is possible to receive reimbursement for workshop/class tuition costs above the three (3)-credit LBCC limit if all of the fund has not been allocated by June 1. An OSEA committee will meet on or about June 1 to make this determination.

## Article 29 – Transportation

### 29.A. Definitions

**On duty time:** Paid time assigned by the Supervisor of Transportation. Includes all regular route time, in-District and out-of-District activity trips, band, swimming, bus upkeep (as part of an authorized pre-trip assigned responsibilities), discipline tickets, etc. Time recorded shall be rounded to the nearest one-quarter (1/4) hour.

**Off duty time:** Unpaid time that has not been approved, assigned, or authorized by the Supervisor of Transportation. Includes, but is not limited to, time before, between and after regular route time and activity runs that are not considered break in duty time; where there are no assigned duties.

**Regular time:** On duty time when the Driver is driving or supervising a student on a parked bus. Includes work being performed for pre-trip and post-trip checks. Time recorded shall be rounded to nearest quarter hour.

**Stand-by time:** Paid time when the Driver is on duty, but is not driving.

### 29.B. Break in Duty

If a driver has a less than thirty (30) minutes break between assignments the driver will remain on paid status. Paid time applies only when employees are willing and complete any assigned work. If an employee chooses to leave the work-site there shall be no compensation.

### 29.C. Stand by Time

Drivers will be required to stand-by their buses whether on a trip or on runs in-District; such as, swimming, band, choir, etc. Exceptions are allowed for out-of-District trips where the driver would be alone in locations that are known or suspected to be at-risk or where weather conditions are extreme, that it would not be reasonably expected that the driver should stay with the bus. A reasonable amount of time away from the bus is allowed to attend to restroom needs or to get something to eat or drink. Drivers may leave their buses to attend student activities on stand-by time when driving on out-of-town trips provided they are available for student supervision duties and insuring the safety of the bus.

On assigned trips, drivers will receive regular pay for the required period of stand-by.

### 29.D. Show-up Time

#### 1. Out-Of-District

Drivers will receive two (2) hours of regular time for out-of-District trips that have been canceled after they have shown up for duty. The Supervisor of Transportation will determine whether or not the driver will be required to stay at the work place performing appropriate duties.

#### 2. In-District

When a driver is assigned an activity or trip in-District, such as, band, swimming, choir, etc. and shows-up, but finds that the run was canceled, the driver will be allowed to record, as regular time worked, the usual and customary amount of time the trip or activity would have been. In cases of

dispute as to what the usual and customary time should be, prior records and/or time cards will be used to make the determination. On days of inclement weather, when school is canceled after the driver has reported to work, the driver will be paid for the actual time at work. The Supervisor of Transportation will determine whether or not the driver is to stay at the work place performing appropriate duties.

#### **29.E. Route Time**

Drivers are to record daily, as regular time, their actual A.M. and P.M. route times. Route time will include fifteen (15) minutes for pre-trip procedures before each route. Time required for issuance of discipline tickets and meeting with parents and/or principals on discipline matters will be compensated at the driver's regular rate of pay.

Drivers are to record daily, as stand-by time, all other work performed for the District; e.g., washing buses, bus upkeep, and standing-by for both in-District and out-of-District activity runs.

For all regular drivers whose combined morning (A.M.) and evening (P.M.) route time is less than four (4) hours per day will continue to receive employee benefit insurance as long as they stay signed up and participate in out-of-District and in-District activity trips.

#### **29.F. Summer Job Postings**

All temporary summer work relating to bus cleaning duties which are performed on an annual basis (for example, underside steam cleaning, interior waxing) will be posted and filled pursuant to Article 11 - Vacancies. Such temporary summer openings will be posted in the bus garage prior to the last regular work day in June.

Prior to June 15th of each school year the transportation supervisor shall arrange the names of all drivers interested in summer driving work in order of seniority for the purpose of a summer driving rotation list.

If a driver is called and refuses a trip, that driver will go to the bottom of the rotation list.

#### **29.G. Out-of-Town Trip Rotation**

Prior to September 15th of each school year, the Transportation Supervisor shall arrange the names of all interested trip drivers in order of seniority for purposes of establishing an out of town trip rotation. The list will be posted in the bus garage. Trips greater than fifteen (15) miles one way are considered out-of-town trips. Drivers may request to be added to this list during the periods of September 1 through September 15 and January 2 through January 16 of each school year.

When out of town trips are scheduled, the supervisor will assign the trips in order of seniority to those drivers listed on the seniority roster. Out-of-town trip assignments for the week (Sunday through Saturday) will be posted on the previous Wednesday. When a driver accepts or declines the assignment, his/her name shall be moved to the bottom of the list. Once all persons listed have had an opportunity for a trip, the rotation shall begin again. Drivers must give forty-eight (48) hours notice if turning down a trip. Failure to give proper notice will result in loss of turn in rotation (exceptions may be made by the Transportation Supervisor).

A bus request made after Wednesday will be considered a late call-in.

If an assigned trip is cancelled, the affected driver will be "clipped" and assigned to the next 1) scheduled trip; 2) late call-in; or 3) driver cancellation. A clipped driver who comes up for a late call-in or a driver

cancellation, but is unable to take the assignment because they are already scheduled for a trip at the same time, will not forfeit the right to take the next scheduled trip, late call-in or driver cancellation.

29.H. Drivers required to work overnight trips will be reimbursed for meals in accordance with Board policy.

In addition, drivers required to work overnight trips will be paid fifty dollars (\$50) for the overnight trip in addition to their hourly rate. For purposes of this Article, an overnight trip is defined as a trip transporting students that begins on the preceding day with a return time to the bus garage after 4:30 a.m.

When lodging is required for an overnight trip, drivers will be reimbursed in accordance with Board policy. Drivers may also request a check payable to a hotel or motel for the exact amount of their room plus applicable taxes for overnight lodging with at least one (1) week prior notice.

## **Article 30 – Retirement**

- 30.A. In the event a classified bargaining unit member retires and begins receiving benefits from the Public Employee Retirement System (PERS) during a school year, he/she may be retained, at the sole discretion of the District, in his/her current job title until the end of the school year.
- 30.B. The District also has the sole discretion to re-hire or retain a retired employee for an additional year beyond the year in which the employee retired. However, the parties may mutually agree to extend employment beyond that additional year on a case-by-case basis.
- 30.C. In no case shall a retired employee work more than one thousand thirty-nine (1039) hours in any calendar year pursuant to ORS 238.082. A retired employee that is re-hired is not eligible for District or employee contributions to PERS.
- 30.D. Retired classified employees that are re-hired will remain members of the bargaining unit (if they meet the provisions of Article 2 - Recognition) and shall be afforded the benefits of this contract except for the provisions of Articles 10, 11, 12, 13, 14, 16 (but can access bereavement leave), 19, 23 and 28.

## **Article 31 – Property Damage**

If the automobile of a bargaining unit member is vandalized while on District property or on approved District business and the member is partially reimbursed as a result of an insurance claim paid by the member's insurance company, then the District will pay the deductible, if any, up to two hundred fifty dollars (\$250.00) per incident. The bargaining unit member must report the incident to the police immediately upon his/her knowledge of the incident. The bargaining unit member must report the same information to the appropriate administrator within two (2) working days of their knowledge of the incident, provide proof of an insurance claim, proof of the deductible amount and proof of repair in order for the member to receive two hundred fifty dollars (\$250.00).

## **Article 32 – Leave Donations**

- 32.A. Each employee may donate one (1) day of leave to a single employee per year who has a catastrophic, life threatening illness or injury. The amount of leave an employee may donate is limited to no more than one (1) day per year. The day of donated leave must be comprised of one-half (1/2) day of sick leave and one-half (1/2) day of personal leave (e.g., for a 1.0 FTE employee, four (4) hours of sick leave and four (4) hours of personal leave.)
- 32.B. The employee with a catastrophic, life threatening illness or injury, or the employee's representative must notify the Union in writing within two (2) weeks prior to exhaustion of leave options or when possible. Each request for donations is subject to approval by the Union. The Union will be responsible for facilitating the request for donations and will communicate the requests to the District. The District will be responsible for processing Union approved employee donations.
- 32.C. The requesting individual must also take five (5) days of unpaid leave before being eligible to receive donations.
- 32.D. When the donation recipient returns to full work status, the days left from the membership donations will not be returned to the donor nor be banked for future use. Donations made under this Article will be made solely on an ad hoc basis and there will be no standing "bank" of leave.
- 32.E. If the recipient employee has a recurrence of the same illness or condition in the same school year, the employee will not be required to take additional unpaid leave days under Article 32.C and unused donated days from that same school year will be restored until the recurrence ends and the recipient returns to work status again.



## Article 33 - Term of Agreement

- 33.A. This Agreement shall be effective as of July 1, 2019, and shall continue in effect until June 30, 2022. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- 33.B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations, and that the understanding and the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. In acceptance of this Agreement the Union agrees that all prior agreements, conditions, practices, customs, usages and obligations are completely superseded and revoked to the extent deemed desirable by the District insofar as any such prior agreement, condition, practice, custom, policy, usage or obligation is not contained and specifically expressed in this Agreement.
- 33.C. The District shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the term hereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.
- 33.D. The District shall provide the Union members with copies of this Agreement at the District's cost.
- 33.E. The parties agree to enter into negotiations over a successor Agreement by February 15 prior to expiration of this Agreement.
- 33.F. The Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- 33.G. This Agreement was ratified by the Union on November 7, 2018 and by the Sweet Home School Board of Directors on November 12, 2018.
- 33.H. IN WITNESS WHEREOF, the parties hereby affix the signatures of their duly authorized officials as of this date:

FOR THE UNION:

FOR THE DISTRICT:

Valerie Confield Date 6/11/19  
OSEA Sweet Home Chapter 3 President

[Signature] Date June 10, 2019

[Signature] Date 6/13/19  
OSEA Field Representative

## 2019-2020 Salary Schedule (2018-2019 Salary Schedule +3.1%)

Title	Job Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Food Service Ast., Laundry Operator, Teacher Assistant, Student Monitor, Cook Assistant	103	\$12.22	\$12.64	\$12.84	\$13.22	\$13.54	\$13.91	\$14.17	\$14.57	\$14.92	\$15.30	\$15.84
Secretary 3, Special Needs Asst., Computer Assist., Fleet Support Asst.	104	\$12.81	\$13.19	\$13.51	\$13.83	\$14.15	\$14.53	\$14.87	\$15.25	\$15.60	\$16.04	\$16.61
Special Needs Assist. (PALS & HS)	105	\$13.26	\$13.58	\$13.91	\$14.28	\$14.58	\$14.99	\$15.35	\$15.74	\$16.14	\$16.53	\$17.07
Cook Baker, Print Shop Coord, Supply Delivery	106	\$13.35	\$13.69	\$14.01	\$14.39	\$14.71	\$15.11	\$15.47	\$15.90	\$16.24	\$16.66	\$17.21
Deaf Interp. Assist. w/o certification, Social Services Assist., Alt. Ed. Assist., Lead Cook/Baker	107	\$14.15	\$14.53	\$14.87	\$15.25	\$15.60	\$16.04	\$16.41	\$16.83	\$17.29	\$17.72	\$18.34
Secretary 2, Custodian 4, Student Transp. Driver w/o Class B CDL, Media Assist.	108	\$14.28	\$14.67	\$15.01	\$15.38	\$15.75	\$16.19	\$16.57	\$17.00	\$17.45	\$17.90	\$18.51
Secretary 1, Custodian 3, Assist. Bkpr/Purch, HS Bookkeeper, General Maintenance, College Access Coordinator/ACT Program	109	\$15.01	\$15.38	\$15.75	\$16.19	\$16.57	\$17.00	\$17.45	\$17.83	\$18.31	\$18.80	\$19.44
Bus Driver w/Class B CDL, Head Cook, Student Services Admin. Secretary, Custodian 2	111	\$16.24	\$16.68	\$17.11	\$17.48	\$17.97	\$18.37	\$18.88	\$19.37	\$19.84	\$20.34	\$21.05

\* An employee advances to STEP 11 once they have 15 years of continuous service with the District and have been on STEP 10 for at least one complete year.

## 2019-2020 Salary Schedule (2018-2019 Salary Schedule +3.1%)

Title	Job Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Bus Driver Trainer, Assistant Mechanic	112	\$16.99	\$17.32	\$17.80	\$18.22	\$18.71	\$19.18	\$19.66	\$20.15	\$20.62	\$21.13	\$21.88
Assistant Technology Specialist, Transportation Dispatcher, Specialized Maintenance	113	\$17.10	\$17.44	\$17.93	\$18.34	\$18.87	\$19.34	\$19.82	\$20.32	\$20.77	\$21.30	\$22.04
Payroll Clerk, Deaf Interp. Assist. w/certification, Board Recording Secretary, Accounting Clerk, Sp/Lang. Path. Asst., Custodian I	114	\$17.93	\$18.34	\$18.87	\$19.34	\$19.82	\$20.32	\$20.77	\$21.30	\$21.84	\$22.42	\$23.21
Head Mechanic, Limited Maint. Electrician	115	\$19.65	\$20.11	\$20.59	\$21.10	\$21.62	\$22.16	\$22.80	\$23.28	\$23.89	\$24.51	\$25.33
Technology Specialist	116	\$19.81	\$20.28	\$20.74	\$21.26	\$21.79	\$22.35	\$22.97	\$23.49	\$24.09	\$24.68	\$25.54
Electrician (LMPJ)	117	\$19.99	\$20.47	\$20.94	\$21.50	\$21.99	\$22.54	\$23.19	\$23.69	\$24.29	\$24.91	\$25.78
Specialized Maintenance Leadperson	118	\$20.91	\$21.50	\$21.99	\$22.54	\$23.19	\$23.69	\$24.29	\$24.91	\$25.54	\$26.21	\$27.13
HVAC Specialized Maint.	119	\$21.95	\$22.54	\$23.13	\$23.68	\$24.32	\$24.88	\$25.52	\$26.18	\$26.83	\$27.50	\$28.40
Head Electrician	120	\$25.04	\$25.69	\$26.36	\$27.04	\$27.75	\$28.47	\$29.22	\$29.97	\$30.74	\$31.55	\$32.37
Head Electrician w/Supervisor's Card, Systems Admin.	121	\$31.71	\$32.58	\$33.39	\$34.26	\$35.15	\$36.06	\$36.99	\$37.96	\$38.95	\$39.96	\$41.00

\* An employee advances to STEP 11 once they have 15 years of continuous service with the District and have been on STEP 10 for at least one complete year.

## 2020-2021 Salary Schedule (2019-2020 Salary Schedule +3.1%)

Title	Job Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Food Service Ast., Laundry Operator, Teacher Assistant, Student Monitor, Cook Assistant	103	\$12.60	\$13.03	\$13.24	\$13.63	\$13.96	\$14.34	\$14.61	\$15.02	\$15.38	\$15.77	\$16.33
Secretary 3, Special Needs Asst., Computer Assist., Fleet Support Asst.	104	\$13.21	\$13.60	\$13.93	\$14.26	\$14.59	\$14.98	\$15.33	\$15.72	\$16.08	\$16.54	\$17.12
Special Needs Assist. (PALS & HS)	105	\$13.67	\$14.00	\$14.34	\$14.72	\$15.03	\$15.45	\$15.83	\$16.23	\$16.64	\$17.04	\$17.60
Cook Baker, Print Shop Coord, Supply Delivery	106	\$13.76	\$14.11	\$14.44	\$14.84	\$15.17	\$15.58	\$15.95	\$16.39	\$16.74	\$17.18	\$17.74
Deaf Interp. Assist. w/o certification, Social Services Assist., Alt. Ed. Assist., Lead Cook/Baker	107	\$14.59	\$14.98	\$15.33	\$15.72	\$16.08	\$16.54	\$16.92	\$17.35	\$17.83	\$18.27	\$18.91
Secretary 2, Custodian 4, Student Transp. Driver w/o Class B CDL, Media Assist.	108	\$14.72	\$15.12	\$15.48	\$15.86	\$16.24	\$16.69	\$17.08	\$17.53	\$17.99	\$18.45	\$19.08
Secretary 1, Custodian 3, Assist. Bkpr/Purch, HS Bookkeeper, General Maintenance, College Access Coordinator/ACT Program	109	\$15.48	\$15.86	\$16.24	\$16.69	\$17.08	\$17.53	\$17.99	\$18.38	\$18.88	\$19.38	\$20.04
Bus Driver w/Class B CDL, Head Cook, Student Services Admin. Secretary, Custodian 2	111	\$16.74	\$17.20	\$17.64	\$18.02	\$18.53	\$18.94	\$19.47	\$19.97	\$20.46	\$20.97	\$21.70

\* An employee advances to STEP 11 once they have 15 years of continuous service with the District and have been on STEP 10 for at least one complete year.

## 2020-2021 Salary Schedule (2019-2020 Salary Schedule +3.1%)

Title	Job Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Bus Driver Trainer, Assistant Mechanic	112	\$17.52	\$17.86	\$18.35	\$18.78	\$19.29	\$19.77	\$20.27	\$20.77	\$21.26	\$21.79	\$22.56
Assistant Technology Specialist, Transportation Dispatcher, Specialized Maintenance	113	\$17.63	\$17.98	\$18.49	\$18.91	\$19.45	\$19.94	\$20.43	\$20.95	\$21.41	\$21.96	\$22.72
Payroll Clerk, Deaf Interp. Assist. w/certification, Board Recording Secretary, Accounting Clerk, Sp/Lang. Path. Asst., Custodian I	114	\$18.49	\$18.91	\$19.45	\$19.94	\$20.43	\$20.95	\$21.41	\$21.96	\$22.52	\$23.12	\$23.93
Head Mechanic, Limited Maint. Electrician	115	\$20.26	\$20.73	\$21.23	\$21.75	\$22.29	\$22.85	\$23.51	\$24.00	\$24.63	\$25.27	\$26.12
Technology Specialist	116	\$20.42	\$20.91	\$21.38	\$21.92	\$22.47	\$23.04	\$23.68	\$24.22	\$24.84	\$25.45	\$26.33
Electrician (LMPJ)	117	\$20.61	\$21.10	\$21.59	\$22.17	\$22.67	\$23.24	\$23.91	\$24.42	\$25.04	\$25.68	\$26.58
Specialized Maintenance Leadperson	118	\$21.56	\$22.17	\$22.67	\$23.24	\$23.91	\$24.42	\$25.04	\$25.68	\$26.33	\$27.02	\$27.97
HVAC Specialized Maint.	119	\$22.63	\$23.24	\$23.85	\$24.41	\$25.07	\$25.65	\$26.31	\$26.99	\$27.66	\$28.35	\$29.28
Head Electrician	120	\$25.82	\$26.49	\$27.18	\$27.88	\$28.61	\$29.35	\$30.13	\$30.90	\$31.69	\$32.53	\$33.37
Head Electrician w/Supervisor's Card, Systems Admin.	121	\$32.69	\$33.59	\$34.43	\$35.32	\$36.24	\$37.18	\$38.14	\$39.14	\$40.16	\$41.20	\$42.27

\* An employee advances to STEP 11 once they have 15 years of continuous service with the District and have been on STEP 10 for at least one complete year.

## 2021-2022 Salary Schedule (2020-2021 Salary Schedule +3.1%)

Title	Job Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Food Service Ast., Laundry Operator, Teacher Assistant, Student Monitor, Cook Assistant	103	\$12.99	\$13.43	\$13.65	\$14.05	\$14.39	\$14.78	\$15.06	\$15.49	\$15.86	\$16.26	\$16.84
Secretary 3, Special Needs Asst., Computer Assist., Fleet Support Asst.	104	\$13.62	\$14.02	\$14.36	\$14.70	\$15.04	\$15.44	\$15.81	\$16.21	\$16.58	\$17.05	\$17.65
Special Needs Assist. (PALS & HS)	105	\$14.09	\$14.43	\$14.78	\$15.18	\$15.50	\$15.93	\$16.32	\$16.73	\$17.16	\$17.57	\$18.15
Cook Baker, Print Shop Coord, Supply Delivery	106	\$14.19	\$14.55	\$14.89	\$15.30	\$15.64	\$16.06	\$16.44	\$16.90	\$17.26	\$17.71	\$18.29
Deaf Interp. Assist. w/o certification, Social Services Assist., Alt. Ed. Assist., Lead Cook/Baker	107	\$15.04	\$15.44	\$15.81	\$16.21	\$16.58	\$17.05	\$17.44	\$17.89	\$18.38	\$18.84	\$19.50
Secretary 2, Custodian 4, Student Transp. Driver w/o Class B CDL, Media Assist.	108	\$15.18	\$15.59	\$15.96	\$16.35	\$16.74	\$17.21	\$17.61	\$18.07	\$18.55	\$19.02	\$19.67
Secretary 1, Custodian 3, Assist. Bkpr/Purch, HS Bookkeeper, General Maintenance, College Access Coordinator/ACT Program	109	\$15.96	\$16.35	\$16.74	\$17.21	\$17.61	\$18.07	\$18.55	\$18.95	\$19.47	\$19.98	\$20.66
Bus Driver w/Class B CDL, Head Cook, Student Services Admin. Secretary, Custodian 2	111	\$17.26	\$17.73	\$18.19	\$18.58	\$19.10	\$19.53	\$20.07	\$20.59	\$21.09	\$21.62	\$22.37

\* An employee advances to STEP 11 once they have 15 years of continuous service with the District and have been on STEP 10 for at least one complete year.

## 2021-2022 Salary Schedule (2020-2021 Salary Schedule +3.1%)

Title	Job Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Bus Driver Trainer, Assistant Mechanic	112	\$18.06	\$18.41	\$18.92	\$19.36	\$19.89	\$20.38	\$20.90	\$21.41	\$21.92	\$22.47	\$23.26
Assistant Technology Specialist, Transportation Dispatcher, Specialized Maintenance	113	\$18.18	\$18.54	\$19.06	\$19.50	\$20.05	\$20.56	\$21.06	\$21.60	\$22.07	\$22.64	\$23.42
Payroll Clerk, Deaf Interp. Assist. w/certification, Board Recording Secretary, Accounting Clerk, Sp/Lang. Path. Asst., Custodian I	114	\$19.06	\$19.50	\$20.05	\$20.56	\$21.06	\$21.60	\$22.07	\$22.64	\$23.22	\$23.84	\$24.67
Head Mechanic, Limited Maint. Electrician	115	\$20.89	\$21.37	\$21.89	\$22.42	\$22.98	\$23.56	\$24.24	\$24.74	\$25.39	\$26.05	\$26.93
Technology Specialist	116	\$21.05	\$21.56	\$22.04	\$22.60	\$23.17	\$23.75	\$24.41	\$24.97	\$25.61	\$26.24	\$27.15
Electrician (LMPJ)	117	\$21.25	\$21.75	\$22.26	\$22.86	\$23.37	\$23.96	\$24.65	\$25.18	\$25.82	\$26.48	\$27.40
Specialized Maintenance Leadperson	118	\$22.23	\$22.86	\$23.37	\$23.96	\$24.65	\$25.18	\$25.82	\$26.48	\$27.15	\$27.86	\$28.84
HVAC Specialized Maint.	119	\$23.33	\$23.96	\$24.59	\$25.17	\$25.85	\$26.45	\$27.13	\$27.83	\$28.52	\$29.23	\$30.19
Head Electrician	120	\$26.62	\$27.31	\$28.02	\$28.74	\$29.50	\$30.26	\$31.06	\$31.86	\$32.67	\$33.54	\$34.40
Head Electrician w/Supervisor's Card, Systems Admin.	121	\$33.70	\$34.63	\$35.50	\$36.41	\$37.36	\$38.33	\$39.32	\$40.35	\$41.40	\$42.48	\$43.58

\* An employee advances to STEP 11 once they have 15 years of continuous service with the District and have been on STEP 10 for at least one complete year.

## Appendix B-1 - Grievance Form

(see Article 21 – Grievance Procedures)

### Step 1 - Informal Grievance Conference with Immediate Supervisor

Name(s): \_\_\_\_\_ Date: \_\_\_\_\_

School/Site: \_\_\_\_\_

Assignment: \_\_\_\_\_

Immediate Supervisor name: \_\_\_\_\_

OSEA Field Representative name: \_\_\_\_\_

OSEA Sweet Home Chapter 3 President name: \_\_\_\_\_

Statement of Grievance - including relevant date(s) when grievance occurred: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relevant contract article(s) and section(s) of contract that have been violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Disposition by immediate supervisor: \_\_\_\_\_

\_\_\_\_\_

Signature of Immediate Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Has the immediate supervisor issued a formal written reply? \_\_\_\_\_ Date: \_\_\_\_\_

If so, please attach a copy.

Will this concern be carried to Step 2 Grievance? \_\_\_\_\_

If so, by what date must the grievant initiate action? \_\_\_\_\_

Attach any additional materials.



## Appendix B-2 - Grievance Form

(see Article 21 – Grievance Procedures)

### Step 2 – Written Grievance to Immediate Supervisor

Name(s): \_\_\_\_\_ Date: \_\_\_\_\_

School/Site: \_\_\_\_\_ Assignment: \_\_\_\_\_

Name of Immediate Supervisor: \_\_\_\_\_

OSEA Field Representative: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Signed)

OSEA Sweet Home Chapter 3 President: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Signed)

Statement of Grievance - including relevant date(s) when grievance occurred: \_\_\_\_\_

\_\_\_\_\_

Relevant contract article(s) and section(s) of contract that have been violated: \_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Disposition by immediate supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Immediate Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Has Level 2 grievance conference been held with the immediate supervisor? \_\_\_\_\_ Date? \_\_\_\_\_

If so, please attach a copy.

Will this concern be carried to Step 3 - Grievance? \_\_\_\_\_

If so, by what date must the grievant initiate action? \_\_\_\_\_

Attach any additional materials.

## Appendix B-3 - Grievance Form

(see Article 21 – Grievance Procedures)

### Step 3 – Written Grievance to Superintendent

Name(s): \_\_\_\_\_

Date: \_\_\_\_\_

School/Site: \_\_\_\_\_

Assignment: \_\_\_\_\_

Name of Immediate Supervisor: \_\_\_\_\_

OSEA Field Representative(s): \_\_\_\_\_

Phone: \_\_\_\_\_

(Signed)

OSEA Sweet Home Chapter 3 President: \_\_\_\_\_

Phone: \_\_\_\_\_

(Signed)

Statement of Grievance - including relevant date(s) when grievance occurred:

Relevant contract article(s) and section(s) of contract that have been violated:

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

Date: \_\_\_\_\_

Disposition by the superintendent or designee:

Signature of Superintendent or designee: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Has a Step 3 grievance conference been held with the Superintendent or designee? \_\_\_\_\_ Date \_\_\_\_\_

If so, please attach a copy.

Will this concern be carried to Step 4 – Grievance Arbitration? \_\_\_\_\_

If so, by what date must the grievant initiate action? \_\_\_\_\_

Attach any additional materials.

## Appendix C - Sweet Home School District Physical/Verbal Abuse Form

Name \_\_\_\_\_ Date \_\_\_\_\_

Date of Incident \_\_\_\_\_ Time of Incident \_\_\_\_\_ Building \_\_\_\_\_

Brief Description of Incident: \_\_\_\_\_

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Witnesses: \_\_\_\_\_

[illegible]

**Distribution:**

- Employee
- Immediate Supervisor
- Superintendent
- O.S.E.A.



**Sweet Home Chapter 3**

**July 1, 2019 – June 30, 2022**  
**Classified Collective Bargaining Agreement**