

CONTRACT

between

**REEDSPORT SCHOOL
DISTRICT NO. 105
(DISTRICT)**

and

**ASSOCIATION OF REEDSPORT
EDUCATIONAL SUPPORT PERSONNEL
(ARESP)**

2021-2023

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PREAMBLE

This contract is made and enters into this 9TH day of JUNE by the Association of Reedsport Educational Support Personnel, hereinafter referred to as the 'Association' and the Board of Education of Reedsport School District No. 105, hereinafter referred to as the 'District.

This contract shall be effective on the date of execution and shall remain in full force and effect up to and including June 30, 2023.

In witness whereof, the parties hereby affix their signatures, as of the date first written above.

**ASSOCIATION OF REEDSPORT
EDUCATIONAL SUPPORT PERSONNEL**


Bargaining Committee Member

Date

**REEDSPORT SCHOOL
DISTRICT NO. 105**


District Representative

6-9-21

Date

**OREGON DEPARTMENT
OF EDUCATION**


Chair, Board of Education

6-13-21

ARTICLE 1 – Recognition

- A. The District recognized the Association as the sole and exclusive bargaining representative for all classified employees except licensed employees (except registered teachers who are also working as classified), administration, supervisors, confidential employees, temporary employees working, less than one school year, substitute employees, and all other employees not referenced above working in the District or in the Reedsport Community Charter School.
- B. For the purpose of this Agreement, the following terms shall have the following definitions:
 - 1. **SUPERVISOR:** The same definition as that contained in ORS 243.650 (14).
 - 2. **CONFIDENTIAL EMPLOYEE:** The same definition as that contain in ORS 243.650 (6).
 - 3. **TEMPORARY EMPLOYEE:** A person employed to perform ta specific function or discrete job or to perform for a specific length of time less than 12 weeks.
 - 4. **SUBSTITUTE EMPLOYEE:** A person employed to perform the work of an absent classified employee.
 - 5. Temporary and substitute employees shall not be used to permanently replace a regular classified position. Any person with continuous service in a position with the same or similar duties beyond 12 weeks shall be considered a member of the bargaining unit. This shall not be construed to prevent a temporary or substitute employee from applying for a regular classified position. Temporary and substitute employees shall not be eligible for benefits under the following Article: Article 5, Article 12, Article 13 except for section A as provided under statue, Article 14, Article 15, and Article 23.

ARTICLE 2 – District Rights

- A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the District retains all its customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incidental to, its responsibility to manage the affairs of the District or any part of the District. Except as specifically provided for in other parts of this contract and the bargaining law, the District shall have no obligation to engage in collective bargaining with the Association during the term of this Agreement.

ARTICLE 3 – Association Dues

- A. The District agrees to deduct from wages of employees for the payment of dues to the Association, authorized in writing by each employee on the form provided by the Association. Dues deductions shall be made monthly in an amount equal to one-ninth (1/9) of annual dues, commencing with the month of October and continuing through the June pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.
- B. The District further agrees to continue to honor present written dues deduction authorizations executed by the employee in favor of the Association.

- C. The District agrees to transmit the dues and fees deducted as indicated above to the Oregon Education Association and the Association of Reedsport Educational Support Personnel within ten (10) days of actual payroll deduction.
 - 1. **Payment to OEA**
 - a. Within ten (1) days after each pay period, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.
 - 2. **Payment to ARESP**
 - a. ARESP dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the ARESP Treasurer.
- D. The Association agrees to indemnify, defend, and hold the District (Board, administrators, and District agents) harmless from employee or former-employee claims, demands, costs, suits, orders, judgements or other forms of liability against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligations do not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

ARTICLE 4 – Association Responsibilities & Rights

- A. The Association shall represent all classified employees in the District within the bargaining unit equally and without discrimination. No later than September 15 of every school year the District shall provide the Association Executive Board with the seniority list for all bargaining unit members along with all information specified in HB 2016 for each bargaining unit member in an editable digital file.
- B. The Association or committees of the Association may, upon request to the appropriate administrator, be allowed permission to use the facilities of the District for meetings. Use of District facilities is limited to after the employee workday and shall be available for Association use when not in use for other District sponsored activities. The Association will submit a request for use of the facilities with the building administrator. Any and all damage costs shall be reimbursed by the Association. The Association may use school equipment to email meeting notices and minutes to its members as long as the message is clearly marked. It is understood that messages are to be read during non-working hours.
- C. The Association shall be allowed the use of such office equipment outside work hours as needed to perform duplicating. Any and all costs shall be reimbursed by the Association. All use of such office equipment shall be conducted outside working hours without compensation.
- D. The District shall provide the Association with bulletin board space for use of the Association in communicating with employees. Such bulletin board space shall be available in each school building.

- E. Association representatives are required to report to the school's office. Union business shall normally be conducted outside working hours. Such representatives will be allowed to visit the work area of an employee only on non-duty time of the employee affected and non-duty time of the representative (if an employee of the District), provided that such visitation does not interfere with the work of other employees or interfere with other District business. Prior to a proposed visitation, the representative will check with the building principal, who will decide whether the proposed visitation meets the above prescriptions.
- F. Copies of all existing written job descriptions shall be made available to the Association's local Executive Board no later than September 15 of every school year. The Association Executive Board will be notified of any permanent changes in written job descriptions and be allowed advisory input relative to those changes.
- G. The District agrees to provide the Association Executive Board & Office Manager at each building with all information specified in HB 2016 for any new hires no later than September 15 of every school year and within ten days of any subsequent hiring. The Association shall have the right to meet with all new bargaining unit members consistent with HB 2016. The District agrees to include the Association's Executive Board among those who regularly received the unapproved minutes of board meetings and any non-confidential attachments and the agenda for upcoming board meetings.
- H. The District agrees to provide copies of this Agreement to all employees in the bargaining unit and all new hires into the bargaining unit.
- I. Subject to workload requirements and the availability of a substitute, the Association president or designee, elected or appointed, shall be granted unpaid time off from regular school duties to attend meetings of the Association. Such unpaid leave usage shall be requested at least two (2) weeks in advance. Whenever possible, such meetings will be scheduled so as not to interfere with normal school duties.
- J. Association members whose work schedule is evening/nights may, with prior administrative approval attend local Association meetings up to two (2) hours/month without loss of pay, but must make up the work hours spent attending Association meetings. The District retains the right to deny requests.
- K. The Association acknowledges that job descriptions can change over time, as education changes over time. Therefore, all members of the Association will sign and acknowledge a job description when presented by the District. Association members may ask questions about the changes and receive necessary training to perform any new duties when applicable. Consistent with the law, the Association retains the right to bargain compensation related to any new job position.

ARTICLE 5 – Layoff/Recall

A. Authority:

The District retains the absolute authority and discretion to determine what position shall be retained and which position will be reduced or eliminated due to financial limitations, lack of enrollment, or any other reason established by the District. The District will notify the Association

in writing thirty (30) days prior to reducing the size of the bargaining unit. In the event the District reduces its work force resulting in a layoff, the following procedure will be implemented:

1. Notice:

- a. If a reduction is the result of a District decision, the employee affected will be given fifteen (15) calendar days' notice. At the same time, the Association will be notified.
- b. In the event a reduction occurs for financial reasons or lack of enrollment, the employee and Association will be notified as soon as possible, but it may be less than fifteen (15) calendar days' notice.
- c. The Association may, upon notification of the layoffs, request to meet with a designated representative of the District to discuss the pending layoff. As part of the discussion relative to displacement procedures, the Association may provide the District with suggestions or recommendations for reductions. However, such suggestions or recommendations shall not be construed as a right to bargain such issues nor shall it cause timelines to be extended, unless the District so desires, nor shall it deter the District from placing its determined course of action into effect.

2. Order of Layoff:

- a. The layoff shall be determined within classification. For the purpose of this article, classification shall mean: secretaries, office managers, instructional/clerical assistants, head custodians, custodians, head cook, cook, school-to-work facilitator, and library technician.

The classification of custodian listed shall be interpreted to mean that head custodian and custodian shall be separate classifications with each of these classifications being able to bump the lower classification therein limited to only these two (2) categories and no other.

The currently separate categories of head cook and cook shall be considered to be tied together for bumping privileges such that each of these classifications are eligible to bump the lower classification therein limited to only these categories and no other.

The currently separate categories of secretary and office manager shall also be tied together such that the higher classification could bump the lower, limited to only these categories and no other.

In the event that a student who is assigned to a member hired after August 1, 2010 in a one-to-one Instruction Assistant (I.A.) relationship is no longer in attendance, any member working as a one-to-one I.A. that has not worked previously in another position shall have no bumping rights under this Article. The member shall be placed on the recall list and shall be eligible for recall to positions for which he/she is qualified in accordance with Section 3 below. Such members in a one-to-one I.A. assignment who has worked in another capacity for the District may bump a less senior member in accordance with this Article if this student is not in attendance for greater than thirty (30) calendar days. The one-to-one I.A. classification is this Article only. All other salary and benefits will be the same as other Instructional Assistants.

b. Seniority:

1. **Classification:** Classification seniority shall be defined as the total length of service within a job classification within the bargaining unit.
 2. **Bargaining Unit:** Bargaining unit seniority means the total District service in one (1) or more classification(s), beginning with the most recent date of hire. Recent date of hire is defined as the first date the employee reports to work. When more than one employee begins work on the same day, the employees shall draw lots on their first day of work to determine whose birthdate is earliest in the calendar year shall have seniority.
 3. For the purpose of computing seniority, all paid status time shall be considered as time worked. Authorized, unpaid status time, while not countable for seniority purposes, shall not be considered a break in service.
- c. Layoff of bargaining unit employees will be based on bargaining unit seniority. Such layoff will occur by classification. If two (2) or more employees have equal bargaining unit seniority, seniority within the classification will be the determining factor as to which employee will be laid off. In these situations (equal bargaining unit seniority) the employee with the greatest seniority within the classification shall be retained. If the District desires to retain a bargaining unit employee with less seniority than an employee being released under this section, the District will have the burden of proof to show that the employee being retained has either more training, experience, or skill in the classification than the employee being laid off. Any reduction in ours of two (2) hours or more per day shall be treated as a layoff for purposes of bumping.
- d. An employee who is laid off within his/her classification shall have the right to return to an equal or lower-paying classification in which he/she had previously been employed on a regular basis.
- e. An employee, who, with the consent of the District, elects layoffs in lieu of bumping, retains his/her recall rights as set forth in this article.

3. Recall List:

- a. An employee who is laid off shall remain on the recall list for twenty-four (24) months unless the employee:
 1. Waives his/her right in writing;
 2. Fails to accept a recall to a vacant position of comparable time to which the employee is, under this article, eligible for recall, which shall constitute a resignation from the District.
- b. An employee who is recalled shall notify the District of his/her intent to accept or refuse the position within ten (10) calendar days of receipt of the notice. If the employee accepts re-employment, he/she shall report to work within fifteen (15)

working days following notification, unless other arrangements are made with the District.

- c. Employees will be considered for recall after the District has finished assigning and transferring all staff.

4. Reinstatement of Rights:

- a. All earned benefits to which an employee was entitled at the time of layoff shall be restored to him/her upon his/her return to the District.
- b. Employees who are laid off and are subsequently reinstated shall retain all seniority to which they were entitled at the time of layoff.

5. Vacancy Notices:

- a. In accordance with item 3 "Recall List" of this Article, all employees qualified for open positions will be recalled prior to the hiring of the new bargaining unit staff in those classifications. Any employee who is laid off and is eligible for re-employment shall be notified by the District of any full or part-time openings. Such notice shall be sent by certified mail to the last address given the District by the employee.

6. Insurance:

- a. A laid-off employee may, at his/her own expense, continue insurance coverage, subject to the approval of the insurance carrier.

ARTICLE 6 – Notice of Job Openings

A. Vacancies: Whenever the District determines a vacancy occurs, the following procedures will be implemented:

1. Job vacancies shall be advertised internally and externally for a minimum of five (5) working days. Between June 1 and August 1, posting will be posted for 10 days. Job vacancies shall be distributed by email to all district staff and posted on the employment page on the Douglas ESD Job Opening website page. Should the District opt to post the vacancy internally only, staff will be made aware of that in the original email notification.
2. Employees who wish to be considered for any posted vacancy have the opportunity of submitting a letter of interest via application software utilized within the five (5) working day posting/advertising period.
3. When an internal applicant is deemed unqualified for the position, the District will notify the internal applicant.
4. Job vacancies shall include, but not limited to, performance responsibilities, required/desired licensure or degrees, current job description, salary range and job location, if known at the time of posting.

B. Requests for Transfer: A transfer is when an employee moves to another work location or assignment with the same position description.

1. Requests by an employee shall be made in writing, one (1) copy of which shall be filed with the supervisor, one (1) copy with the HR Department, and one (1) copy with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's qualifications. The administration shall act upon such request in writing within a reasonable period of time thereafter. The criteria for considering such request shall include but not be limited to the employee's qualifications and seniority, time of request, and availability of position requested. Upon request, reasons for denying a transfer will be given in writing to the employee.

C. Involuntary Transfers

1. When an employee is involuntarily transferred, they will have the opportunity to make known to the appropriate administrators their wishes regarding a new assignment.
2. An involuntary transfer will be made only after a meeting between the employee and the supervisor, at which time they will be notified of the reason for the transfer in writing.
3. Notice of involuntary transfer will be given to the employee as soon as possible in writing.
4. Employees being involuntarily transferred will be informed of appropriate vacancies known at the time the transfer is being made.
5. An employee involuntarily transferred from their position due to termination of the position, and not for performance reasons, will be given preference consideration to refill the position should it later be reinstated.

ARTICLE 7 – Personnel Records

- A. The official file of each employee is confidential and shall be kept in a central file. Should the District move to electronic personnel files, the District shall provide the same confidentiality that it provided with hard copy files.
- B. The personnel records of any employee in the bargaining unit shall not contain any warning, reprimand, disciplinary action, or evaluation that does not bear the employee's signature or the initials of that employee, indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and that the employee has refused to sign or initial such information. An employee shall have the right to attach a written statement to any material in his/her personnel file. Employees shall receive a printed copy of any material added to his/her personnel file.
- C. Letters of caution, consultation, warning, admonishment, and reprimand may be considered temporary contents of the personnel records, and may be removed and destroyed three (3) years after they have been placed in the employee's personnel file if the employee has maintained a clear record for those three (3) years. An employee requesting the removal and destruction of such information shall meet with the Superintendent to discuss the matter. The decision of the Superintendent shall be final.

- D. During normal District business hours, an employee's personnel records shall be made available for inspection upon the employee's request. The employee may inspect his/her personnel records only during non-duty time and may be accompanied by a representative during such inspection. The employee may give written authorization for his/her representative to inspect the file in the absence of the employee. Such authorization must specify the beginning and ending dates during which the representative may conduct the inspection(s). Confidential letters of reference from previous employers shall be excluded from the employee's inspection.
- E. All materials that reflect critically upon an employee must be placed in the personnel file within thirty (30) calendar days following the completion of investigation(s) and prior to any disciplinary action being taken by the District.

ARTICLE 8 – Information Availability

- A. Upon request, the District agrees to furnish to the Association those public, non-confidential documents containing the information which is necessary for its functioning as the exclusive bargaining representative. The Association bears the reasonable cost of production, research and duplication incurred by the District in complying with the provisions of this section. The present practice of the District absorbing incidental costs of production will be continued.
- B. No later than September 15, before the start of each academic year, and within 10 days of any subsequent hiring, the District shall provide the Association Executive Board information for all bargaining unit members consistent with HB 2016 in an editable digital file.
 - 1. The name of the employee;
 - 2. His/her mailing address;
 - 3. The employee's position classification;
 - 4. His/her compensation;
 - 5. The worksite and department;
 - 6. The employee's date of employment;
 - 7. Employee's birthdate;
 - 8. Last four digits of the employee's social security number;
 - 9. PERS classification; and
 - 10. Contact phone number
- C. Change in Employment Status
 - 1. The District intends to help the Association in obtaining the above information in a timely manner. As with anything, sometimes there are circumstances that will prevent the District meeting the timelines described. Within 2 pay periods, the District shall notify the OEA Membership Specialist and the ARES Executive Board via email whenever an employee in the bargaining unit is placed on unpaid leave of absence, retires, resigns or is laid off.

ARTICLE 9 – Compensation

- A. Employees shall be compensated in accordance with the salary schedule attached hereto, and labeled as A-1 and by this reference made a part of this contract. Employees who are not on the maximum step of their respective salary column may move one (1) step on the salary based upon satisfactory performance evaluation. Schedule A-1 has added one new step for each year of this agreement and is the only salary related appendix for the duration of this agreement. Beginning at Step 4, each step has had an additional \$0.30 applied to the column based on the most recent salary schedule. Steps in each column also had percentage increases based on the chart contained in Appendix A-1. Step will be granted effective July 1 of each year for eligible employees.

All bargaining unit employees at Step 4 of the 2020-2021 Classified Employee Salary Schedule (A-1) shall automatically move into a newly established Step 5 in the 2021-2022 school year for every classification on the Salary Schedule. Step 6 becomes available during the 2022-2023 school year to eligible employees.

Employees working for the District for ten (10) uninterrupted (except for normal break periods) years of service will be paid through regular payroll for a longevity stipend of \$750.00 on their anniversary date each year their service continues with the District. Employees working for the District for fifteen (15) uninterrupted (except for normal break periods) years of service will be paid through regular payroll for a longevity stipend of \$1,000 on their anniversary date each year their service continues with the District. Employees working for the District twenty (20) uninterrupted (except for normal break periods) years of service will be paid through regular payroll for a longevity stipend of \$1,250 on their anniversary date each year their service continues with the District. All of the above stipends shall be paid in the month of the employee's anniversary.

- B. Regular food service employees shall continue to receive free lunches.

C. Working Out of Classification

1. An employee temporarily assigned by the District to replace an absent employee who is in a higher paying classification shall be considered working out of classification. The employee shall be entitled to the rate of pay for that higher paying classification, beginning the 9th day of the assignment. Bargaining unit members shall not be solely responsible for the instruction of an advisory class.
- D. Employees being involuntarily reassigned or transferred to another classification by the District shall be entitled to receive the same level of pay received in their previous classification, provided it is not less than the position being moved into. This provision shall not apply in situations involving a reduction in force which the employee has exercised his or her right to bump into a lower paying classification.
- E. When a classified employee is performing the work of a registered teacher that involves planning and supervising students, the employee will be paid according to Appendix A (per class period, plus prep time). The District will pay the registration fee for registered teachers.
- F. When an emergency situation in one area the or the entire District does not allow for transportation of students living in the area, bargaining unit members living in the region and unable to reach the

District safely will be provided make up time on a non-student day for employees as scheduled by the District if the student/school closure day is not made up.

G. Employees may use their personal leave or vacation hours in place of wages, if any, addition furlough days are designated by the District in or after February 2013.

H. Employees new to the District shall be placed at the step appropriate to their experience at any other public school district in the United States.

I. Required Personal Cell Phone Use

1. When required by their supervisor to be on-call for emergencies and/or outside of scheduled work hours, Head Custodians, Technology Directors, and Office Managers shall receive a monthly cell phone stipend of \$30.00.
2. When employees must use their phones for District communications during emergency or outside of scheduled work hours, the employee will timecard, in fifteen (15) minute increments, the time spent on work-required calls. Employees will be paid monthly at their hourly rate or allowed to flex the time off.

J. Instructional Assistants assigned to Life Skills classrooms, and who accompany Life Skills students outside the Life Skills classroom to supervise said students in social engagement and learning in the regular classroom environments, shall be compensated.

K. Method of Payment

1. [Contingent upon the same agreement with other District employee groups, the payday will be the 20th of each month or the last day closest to it of each calendar month. If there is not agreement with the other District employee groups, then the following stricken language will remain in effect.] ~~With the exception of December and March paydays shall be the 28th of each month or the last week day closest to it. The parties agree payday in December and March will be on the last student contact day prior to winter and spring breaks as allowed by ORS 652.120.~~ Nine, ten, and eleven-month employees shall have the option to be paid in either ten (10) or twelve (12) equal payments. Employees shall designate which pay option they choose during invoice each year. Employees choosing the ten (10) check pay plan shall receive their final check on the last scheduled pay day. Employees choosing the twelve (12) check plan shall receive the June, July, and August checks on the last pay day in June. [Contingent upon the same agreement with other District employee groups, the payday will be the 20th of each month or the last day closest to it of each calendar month. If there is not agreement with the other District employee groups, then the following underlined language will remain in effect.] Paydays shall be the 28th of each month or the last week day closest to it of each calendar month. Those eligible for vacation pay shall receive that pay on the regular July payday and will be paid the prior year hourly rate in accordance with Article 12, Section D.
2. Employees who provide appropriate routing information to the District may elect to have their monthly paycheck automatically deposited into their bank account. Such employees shall receive a pay stub each payday.

L. Emergency Draw

1. Through written communication to the Superintendent or Business Manager employees facing a financial emergency between pay days may take an emergency draw equal to half the monthly wages at the time of the request, up to twice per year. Payroll taxes shall be withheld.

M. Professional Development

1. The District will budget \$5,000 for each year of this Agreement for the professional growth of current employees.
2. Fees for workshops and tuition for coursework shall be reimbursed only for pre-approved job-related training. Applications shall be submitted to the employee's supervisor and approved by the Superintendent prior to enrollment in the workshop or course. Up to one course per year may be taken for work toward teacher certification, whether or not it is related to the current assignment.
3. **Reimbursement Procedures**
 - a. Coursework taken in the fall, winter, spring, or summer and completed by September 30 must be submitted by October 1. Applications must include pre-approval notice, proper verification of completion of the course or workshop and receipts. Tuition reimbursement distribution will be no later than October 31. Where the dollar amount of requested reimbursement exceeds the funds available, reimbursement shall be prorated by the total dollar amount expended.
4. When the funds are spent and requests remain in a given year the parties may meet to determine whether to prioritize request, pro-ratio or additional resources can be allocated in support of the employee Professional Development.

ARTICLE 10 - Hours of Work

A. Work Schedule

1. A full-time work schedule shall consist of eight (8) consecutive hours per day and forty (40) hours within the designated work week. To the extent consistent with the operational needs and requirements of the District, such workdays shall normally be consecutive as scheduled by the District. To the extent consistent with the operational needs and requirements of the District, the District will schedule work on a Monday-through-Friday basis. For purposes of Veritime accounting only the work week is defined as occurring between 12:00 a.m. on Sunday through 11:59 p.m. on Saturday. The District reserves the sole discretion over operational needs and requirements. Nothing in this article or any other part of this Agreement shall be construed as a guarantee of work or hours of work.
2. When the District is on a four-day week schedule, a full-time schedule shall consist of eight and one half consecutive hours (8) per day and thirty-two hours per week (32) for nine (9) month employees and up to forty (40) hours for ten through twelve-month employees. To the extent consistent with the operational needs and requirements of the District, such workdays shall normally be consecutive as scheduled by the District.

B. Overtime

1. Eligible employees shall be compensated at the rate of time and one-half (1/2) in the form of pay or compensatory time off for all assigned work in excess of forty (40) hours in a seven (7) day work week, but in no event shall such compensation be received twice for the same hours.
 2. Overtime hours may not be worked without prior approval or direction of the employee's supervisor. For the purpose of computing overtime, all time for which an employee works, including paid holiday(s) and working scheduled time off, shall be credited as time worked per BOLI regulations. Overtime assignments, not requiring special skills, shall be rotated within the classification. In the event that sufficient 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. To the extent determined feasible by the District's supervisors, employees will be provided advance notice of overtime assignments.
- C. Notwithstanding the above, any employee required to work by his/her supervisor on a Saturday or Sunday shall receive time and one-half pay or compensatory time off for all such hours regardless of the total number of hours worked that week. Employees who choose to work on Saturday or Sunday on his/her own initiative will not be entitled to time and one half unless otherwise eligible under this Article or the Law.
- D. Employees will be notified of their work schedule, including any inservice days required, by August 1 prior to the school year. Paid inservice time will be provided to complete safe schools training when such training is assigned.
- E. Employees hired as a coach at RCCS by the District will be released to attend games with their team with no loss in pay. The District will hire a substitute for that employee to complete the work day. RCCS practices shall be scheduled outside the work day. However, when another coach dictates the practice schedule, employees coaching for the District shall be provided time for practice and time to make-up work hours. If the daily assignment does not make that possible, said coaches will receive no loss in pay.
- F. Travel time to other school districts or sites for professional development or meetings shall be paid for average travel time to the site at their hourly rate. (When air travel is involved, flight time shall not be compensated.) When training is more than one day and travel one way takes more than one hour and a half, overnight hotel accommodations shall be arranged by the and paid for by the District.

ARTICLE 11 – Holidays

- A. The following shall be observed as paid holiday s for twelve (12)-month employees:

1. Presidents' Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veterans' Day
6. Thanksgiving Day
7. Day following Thanksgiving Day
8. Christmas Day
9. New Year's Day

- B. The following shall be observed as paid holidays for less-than-twelve (12)-month employees:

1. Presidents' Day
 2. Memorial Day
 3. Labor Day
 4. Veterans' Day
 5. Thanksgiving Day
 6. Christmas Eve
 7. Christmas Day
 8. New Year's Day
- C. The Martin Luther King Jr. holiday, designated as the third Monday of January, will be granted as an unpaid holiday for all bargaining unit members.
- D. Holiday pay shall be available only to an employee who is actively on the payroll of the District at the time of the holiday and who worked or was on protected leave the last scheduled workday before and after the holiday or who has a bona fide excuse approved by the District.
- E. Holiday pay shall be paid at the regular hourly rate for a regularly scheduled workday of each eligible employee. That is, an eligible employee will be paid on the basis of his/her regular number or hours scheduled times (x) his/her hourly rate, for holiday pay. (For example, a regular four (4)-hour-per-day employee shall receive four [4] hours of holiday pay.)

ARTICLE 12 – Vacation

- A. Twelve (12) month employee, in order to qualify for vacation benefits, must complete one (1) full year of employment with the District. Twelve (12) month employees shall accrue vacation in accordance with the following schedule:
1. One (1) yearFive (5) days
 Two (2) yearsTen (10) days
 Six (6) years.....Fifteen (15) days
 Fifteen (15) years and thereafterTwenty (20) days
 2. Employees who work less than twelve (12) months and also have a seniority (hire) date between December 15, 1993 and June 30, 2012, shall be limited to a maximum accumulation of ten (10) days of vacation for purposes of figuring their prorated vacation pay. This accrued vacation pay is not eligible to be used as vacation except as outlined below.
 3. Employees who work less than eleven (12) months and also have a seniority (hire) date between December 15, 1993 and June 30, 2012, shall be limited to a maximum accumulation of ten (10) days of vacation for purposes of figuring their prorated vacation pay. This accrued vacation pay is not eligible to be used as vacation except as outlined below.
 4. Exception to vacation use: Should the work schedule change after an employee has been given his/her work calendar for the year and the employee produces evidence of previously scheduled plans, the employee shall be allowed to use accrued vacation leave to avoid loss of pay.

5. Employees who work less than twelve (12) months and also have a seniority (hire) date after July 1, 2012, will not be granted vacation benefits.
- B. Vacation time shall be taken at a time approved by the District. Vacation shall be taken during the year following its accrual, if possible, except as otherwise specified by the District. If an employee terminates, he/she shall be paid for all earned but unused vacation time.
- C. Vacation pay earned by an employee in the bargaining unit shall be granted as per the above schedule on the basis of the following formula:
 1. Daily vacation pay equals (=) hourly wage times (x) number of hours normally scheduled times (x) number of months worked out of 12.
- D. Employees shall be compensated for vacation hours at each employee's rate of pay, as such pay is indicated on the salary schedule attached to this Agreement. Payment for vacation time shall be included in the employee's July regular paycheck. Beginning in the 2016-2017 school year twelve (12) month employees may carry over up to the number earned in any given year based on A above of vacation into the next year. Any vacation time accrued above those hours effective July 30, 2017 shall be paid to the employee in his/her July check.
- E. If a 12-month employee who is on a paid vacation becomes ill or sustains a death in the family, he/she may interrupt the vacation and be placed on sick or other appropriate leave, but the District may require verification of the causes necessitating the interruption. A holiday falling during an employee's vacation is a paid holiday.

ARTICLE 13 – Paid Leaves

A. Sick Leave

1. All employees shall accrue sick leave benefits as an insurance against the impact of illness or injury to the employee, an employee's immediate family member, or to any resident member of the employee's household. Each employee shall be granted sick leave at the rate of one (1) day for each month of work as per state statute. Sick leave will be credited to the employee's account at the first of the school year. Any employee who resigns or is dismissed prior to the end of the employee's normal work year and who has used more sick leave than would have been accrued on the one (1) Day-per-month accumulation will have such extra sick leave compensation deducted from the employee's final check. Full-time employees sick leave is earned in eight (8) hour increments and taken as an eight (8) hour day. All employees scheduled to work less than a full-time, eight (8) hour day, shall receive a prorated number of sick leave hours. No employee will be regularly scheduled to work more than forty (40) hours per week. "Day" as used in this section; shall mean the regular number of hours an employee regularly works per day. The accumulation of sick leave shall be unlimited. Time may be taken in one (1) to eight (8) hour increments. Sick leave is awarded in increments according to the statute.
2. An employee shall not consider sick leave as a right which allows his/her absence at any time for other than the reasons set forth in this article. Certification by a physician that an illness or injury prevents an employee from carrying out his/her duties for more than five (5) days may be required by the District at any time.

3. If medical evidence indicates an employee can return to his/her duties, he/she shall return or, in his/her continued absence, be terminated. Sick leave shall not be considered available as terminal leave, either in time or in dollars, except as reported to Public Employees Retirement System upon retirement. 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 SAIF and the employee's regular salary. In such instances, prorated charges will be made against accrued sick leave to the limit of the employee's sick leave accumulation.
4. Sick Leave Supplement: When an employee suffering from a serious health condition as defined by FMLA exhausts his/her sick leave due to illness or injury and the employee is not eligible for salary replacement benefits (either on a full or partial basis) through another source, such as Worker's Compensation, disability insurance, PERS benefits, or Social Security, the Association may request for personal and/or sick leave donation from members of the bargaining unit with the following conditions:
 - a. It is understood the donation is voluntary and a minimum of four hours and a maximum of eight hours may be donated for any occurrence.
 - b. An additional donation may be made if all donated hours are exhausted before the employee qualifies for other benefits or if a second employee needs days, however, the second day will be a sick leave day. (No employee may donate more than three (3) days per year- two (2) personal leave days and one (1) sick leave day).
 - c. The donated hours will be used in the order in which they were contributed and any hours not used will be credited back to the donor.
 - d. It is understood that once an employee agrees to make a donation, that decision is irreversible.
 - e. Any Association grievance arising out of the implementation or the provision of Section 4 shall be processed to the Board level only and will not be subject to binding arbitration.

B. Personal Leave:

1. Each employee will have up to two (2) days of personal leave per year. The exception is that 11-month employees shall have up to three (3) days of personal leave per year accrued at twenty-four (24) hours. Personal Leave shall be accrued at sixteen (16) hours for full-time employees and prorated for part-time employees. Personal leave is non-cumulative. Personal leave shall be defined as an event or condition that requires an employee's presence during the school day. Maximum usage rate per day will be eight hours, regardless of scheduled hours.
2. Employees who do not use any or all of their personal leave shall be paid a stipend of \$50.00 per unused day. (Any portion of the day used, shall be considered as a used day and ineligible for the stipend.) Those eligible for said stipends shall be paid in the July payroll.

C. Bereavement/Life-Threatening Leave:

1. Each employee will have up to five (5) days, calculated at forty (40) hours for full-time employees and prorated for part-time employees, paid bereavement leave per year.

Bereavement leave is noncumulative. Bereavement/life-threatening leave may be used for a death or life-threatening illness in the employee's immediate family consistent with Oregon Family Leave Act (OFLA) including siblings and step-parents, which shall include: grandparents, parents, spouse/siblings-children and grandchildren. An additional five (5) days of unpaid leave may be taken in accordance with Oregon law. Maximum usage rate per day will be eight (8) hours regardless of the scheduled hours.

D. Procedures for use of Personal and Bereavement Leave:

1. With the exception of an emergency situation (as approved by the District), all personal days or bereavement/life-threatening days must be requested at least twenty-four (24) hours in advance in writing. Failure to request such days in advance shall be cause for the denial of the paid benefit.
2. Prior to utilization, an employee shall request leave stating that the employee will utilize the day(s) in accordance with the provisions of this article. The leave request system shall be mutually developed between the parties. The District administration retains the right to require reasonable evidence of the purpose for the requested leave.

E. Other paid leaves may be granted at the discretion of the District.

F. Personal and bereavement leave pay is based upon the following formula: the employee's hourly wage times the number of hours normally scheduled per day.

G. Jury Duty: Employees assigned to jury duty will be excused from work without loss of pay. However, the District may deduct jury-duty pay from the employee's salary. Mileage reimbursement shall be retained by the employee.

H. Legal Leave: Any employee who has been subpoenaed by the judge assigned to the case to testify in a court case or preliminary, pre-trial hearing not instigated by the employee, anyone living in the employee's household or the Association shall receive no loss in pay.

ARTICLE 14 – Leave Without Pay

- A. Long-term leaves without pay may be granted by the District when an employee needs to be gone for an extended time, upon review of the written request. Such leave shall not exceed twelve (12) months in duration. An employee on such leave shall not receive compensation or accrue seniority for the duration of the leave, but shall have previously earned leave and seniority restored upon his/her return. Written leave requests shall state the reason for such request.**
- B. The District has the right to reject an employee's request for leave without pay for cause. Cause would include such things as an inability to secure a substitute the District feels is qualified and suitable or if too many staff members would be gone at one time.**
- C. An employee on leave shall be allowed to continue with insurance benefits provided by the District, with the employee paying his/her own premiums for the duration of the leave, subject to the approval of the insurance carrier. During the term of any leave without pay, the District shall continue to fully provide, at the said employee's expense, any fringe benefits available to active employees as though the employee was on active duty, if they are available. The one exception to the employee's obligation to pay for fringe benefits is when the District is required by state or federal law to maintain fringe benefits at no cost to the employee.**

- D. **Parental Leave:** The District will provide parental leave in compliance with the provisions of the Family Medical Leave Act (FMLA) and the Oregon Family Medical Leave Act (OFLA) as per Federal and State Statutes.
- E. **Workers' Compensation:** Should the Workers' Compensation Board determine and verify that an employee has sustained a compensable illness or injury, the compensation and benefits, if any, shall be determined as provided in ORS Chapter 656 and Article 14, Section C of this document. Employees on Workers' Compensation may use accumulated sick leave in increments ensuring no loss in pay. (e.g. for an eight-hour employee one sick leave day would be used for every three days of Workers' Comp.)
- F. **Emergency Closures:**
 - 1. Unless notified otherwise by the Superintendent or his/her designee, employees shall not report when weather or other conditions necessitate a school closure or delayed school opening. Announcements to local radio stations, Social media announcements and/or robo-calls shall constitute notification of such delay or closure.
 - 2. **Notice from Employee:** When conditions are such that it is reasonably impossible for an employee to reach his/her assigned work station, the employee shall, at the earliest possible moment, notify his/her immediate supervisor.
 - 3. **Pay:** Employees who are unable to work due to emergency closures totaling 5 days or less in one academic year, as provided herein, shall suffer no loss of pay. Make up days will be worked in accordance with the school calendar. Employees who are required to report to work during emergency closures shall be paid double time for all such hours actually worked.
- G. The District does not believe that excessive occasional absences of the staff is beneficial to the educational environment. Therefore, except for the specific leave options stated in this article, employees will not be allowed to take additional leave without pay.
- H. When an employee takes leave according to this article for reasons that qualify the employee for leave pursuant to FMLA and/or OFLA, the leave used under this section will be counted towards the District's statutory obligation.

ARTICLE 15 – Insurance

- A. For the term of this Agreement, the District will fully fund the tiered rate medical/prescription coverage for MODA Plan 5, which shall be the preferred District medical plan (or if Plan 5 no longer exists the closest comparable plan in OEBB). Members that enroll in the preferred District major medical plan shall also be eligible to participate in the District sponsored group Health Reimbursement Account detailed below.
- B. For the term of this Agreement the District will fully fund the tiered Dental Plan 6 without ortho coverage (or if Dental Plan 6 no longer exists, the closest comparable plan). Employees may elect to buy a different dental plan, but the increase in costs between the employee selected plan and MODA Plan 6 will be paid by the employee through payroll deductions. If an employee selects a less expensive dental plan, the difference will be retained by the District. For all regular nine (9) to twelve (12) month employees who work fifteen (15) to twenty (20) hours per week, the District will contribute monthly half of the District's contribution toward the purchase of family medical and full family dental insurance plan, with the employee contributing the remainder of the premium. For all regular nine (9) to twelve (12) month employees who work 21 or more hours per week, the District will contribute

monthly 100% of the District's contribution toward the purchase of the family medical and full family dental insurance plan. The District will not be liable for any payment for any employee who waives medical and/or dental insurance.

- C. For the term of this Agreement OEBB Tiered Vision coverage will be available to employees that elect to enroll to be purchased at the tiered rate. The cost for vision coverage will be paid by the employee through pre-tax payroll deductions.
- D. Any employee contribution toward insurance premium will occur on the employee's pre-tax salary.
- E. Health Reimbursement Account (HRA): the group HRA is to provide reimbursements to members enrolled in the District's preferred medical plan such that the annual deductible amounts are reduced to \$650 per person (with a maximum of three deductibles) and the annual out-of-pocket maximum amounts are reduced to \$4,000 per person (with a maximum of three per family) Reimbursements will be paid according to the HRA documents.
 - 1. Group HRA benefits are available only for qualifying expenses that are described in the MODA Plan 5 certificate of coverage and which are applied to the health plan's maximum out-of-pocket limit including deductible, coinsurance and medical copays. Reimbursements are only available for qualifying expenses incurred in-network while the member is enrolled in the plan or portion thereof or any normal run-out period immediately following the last month District insurance coverage is provided, for medical expenses incurred prior to the final date of insurance coverage. Expenses are incurred when care is provided rather than when the enrollee is billed or payment for the service is made.
 - 2. Claims for reimbursement must be submitted on or before each December 31 for expenses incurred during the preceding MODA plan year (currently October 1 through the following September 30). Reimbursements are paid from the Explanation of Benefits.
- F. Employees who work for the District and are also covered by insurance coverage of another employee who also works for the District will be eligible to receive only one District insurance contribution for both employees.
 - 1. The amount that the District would have contributed toward the purchase of insurance premiums for the 2nd employee will be used by the District to fund the Health Reimbursement Account.
 - 2. Employees eligible under Article 15, Section B above, will have zero deductible, and eligible for reimbursement from the Health Reimbursement Account plan, at the 20% co-payment rate from the first dollar spent. Further, employees eligible under B., will have a maximum out-of-pocket of \$2,000 per person (3 person maximum).
 - 3. Employees who opt out of insurance coverage will receive no monetary incentive, and the amount the District would have contributed towards any monetary incentive will be used by the District to fund the Health Reimbursement Account plan.
- G. The selection of the insurance carrier from the OEBB selected carriers shall be the choice of the Association.
- H. Beginning December 1, 1998, the District will purchase an LTD plan similar to that enjoyed by the licensed employee group, the cost of which will be paid by the employee through payroll deduction.

1. Renewal rate changes for the current insurance carrier are effective October 1 of each year. This date may vary with different insurance carriers.
- I. Notwithstanding, for any regular nine (9) to twelve (12) month employee who works fifteen (15) to twenty (20) hours per week, the District will contribute as stated in paragraph C, toward medical insurance coverage. If he/she waives medical insurance, the District will pay the full-family dental insurance premium for the term of the contract.
- J. The District will contribute monthly the sum of \$2.60 for term life insurance coverage for each employee who works twenty-one hours or more per week, nine (9) to twelve (12) months per year. The selection of the carrier shall be the choice of the District.
- K. This article is subject to the rules and regulations of the Oregon Employee Benefits Board insurance carriers.

ARTICLE 16 – Mileage & Expenses

- A. Employees required by the District to utilize their personal auto for District business shall be reimbursed at Internal Revenue Service rates.
- B. Employees required by the District to attend out-of-town activities shall be reimbursed for expenses incurred at the rates outlined below and District Policy DLC-AR. If those rates increase during the life of this agreement, these rates will be raised to match them. Receipts shall be required for payment eligibility.

C. Mileage

1. Employees required in the course of their work to drive personal automobiles from one school to another shall receive a mileage reimbursement at the current IRS rate. Mileage reimbursement requests shall be submitted for approval on a monthly basis. The same mileage reimbursement shall be given for the use of personal cars used for field trips, workshops, or other business of the District if such use of personal cars for school business is approved by the superintendent. It is also understood the IRS Rate will be fixed each July 1 to June 30 of each year.

D. Food and Lodging Allowance

1. Payment for food and lodging shall be as outlined below and District Policy DLC-AR.
2. When the District determines the location of the training, the District will fully cover the cost of lodging and parking. When the employee schedules the travel, the District will give consideration to the actual cost of lodging, meals, and parking when the actual cost of these exceeds the rates established in Policy DLC-AR. When the District determines that exceeding the rates in policy is necessary, then the District will cover those costs.

ARTICLE 17 – Probationary Period

- A. The parties recognize that the probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve operations by observing an employee's work, training, by aiding employees in adjustment of their positions, and by providing an opportunity to terminate any employee whose work performance fails to meet the required work standards, in the District's opinion. Thus, every new employee shall serve a

probationary period of one hundred eighty (180) calendar days. Employees promoted into a higher classification shall serve a probationary period of ninety (90) calendar days. The Association recognizes the right of the District to demote an employee in a promotional probationary status to his/her previous position if, in the District's opinion, the employee's work performance falls to meet required work standards. The promoted employee may, at any time during the probationary period, elect to return to his/her former classification.

ARTICLE 18 – Discipline and Dismissal

- A. Dismissal, unpaid suspension or demotion of employees in the bargaining unit may only occur for just cause. Negative criticism by a supervisor or administrator of an employee shall be made in confidence.
- B. **Discipline/Dismissal Procedures:** The following shall occur prior to the dismissal, unpaid suspension or demotion of a bargaining unit member:
 - 1. The employee shall be notified in writing of the allegations and given the opportunity to respond. The employee may be accompanied by an Association representative at such a meeting.
 - 2. The District shall conduct an investigation of the allegations.
 - 3. Discipline shall be administered, where appropriate, in a progressive manner based on the outcome of the investigation.
- C. **Immediate Suspension:**
 - 1. In the event of alleged misconduct that potentially puts the District employees, students or property in jeopardy, the employee may be suspended with pay immediately from employment with the District or reassigned until such charges are investigated, and a decision is made to continue or discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.
 - 2. If the charges are upheld, the termination date shall be the date of written notice of dismissal.
 - 3. Prior to the decision of the Superintendent, the employee will have the opportunity to meet with the Superintendent. The employee may be accompanied by a representative at such meeting with the Superintendent.
 - 4. Nothing in this article shall be construed so as to prevent the District from using suspension (with or without pay) as a means of discipline.

ARTICLE 19 – Work Action

- A. During the term of this Agreement, there shall be no strike, work stoppage, or slowdown by the Association or bargaining unit members. In the event of a strike, work stoppage, or slowdown during the term of this Agreement, the Association shall, after request by the District, use its best efforts to secure a prompt and orderly return to work. The District retains the right to discipline or discharge individuals who violate this provision.
- B. There shall be no lockout of employees during the term of this Agreement by the District.

ARTICLE 20 – First Aid

- A. The District may require certain members of the bargaining unit to acquire and maintain an American Red Cross First Aid Training certification. The District shall provide training on site or approve of off-site training. Employees taking District approved first aid training certification at a time specified by the District shall be paid for the time.

ARTICLE 21 – Tobacco Policy

- A. Tobacco, electronic cigarettes, and vaping-type devices used by bargaining unit members shall not be permitted on District grounds or in District facilities.

ARTICLE 22 – Entire Agreement

- A. 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 understandings 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.
- B. No individual agreement shall be entered into with any employee that is in violation of this Agreement unless the District, employee(s) and the Association agree through a separate signed Memorandum.

ARTICLE 23 – Early Retirement

- A. When an employee retires whose age plus years of service to the District equals ninety (90) or more, the District will pay up to \$165/month toward the employee's participation in the District's insurance program until the employee reaches the age of sixty-five (65). No money shall be paid as a stipend.
- B. Should the retiree die before his/her 65th birthday, the District's hospital-medical insurance contribution will continue to the previously-covered spouse until the month the retiree would have reached 65 years of age, or until the month the spouse reaches the age of 65, whichever comes first. This section will sunset with the payment of those currently eligible who will be exempt from the 403(b) benefit.
- C. In compliance with state law the District will continue to provide access to the District's insurance program until the employee is eligible for Medicare. In order for the employee to participate in the District Insurance program he/she must pay the required premiums to OEGB.
- D. 403(b) Benefit
 - 1. Effective July 1, 2018 employees who have worked in the District for at least one full year and returned for their second year may elect to participate in a joint employer/employee benefit program. The program requires employees to contribute funds to a 403(b) program. The District agrees to match the employee's contributions up to the maximum contributions outlined in the following:
 - a. Employees will be eligible to receive a \$15.00 per month contribution into the employee's 403(b) account beginning the month following the completion of their probationary period.

- b. Employee 403(b) plans and District contributions will operate within the parameters of Section 403(b) of the Internal Revenue Service Code. The IRS rules and regulations governing 403(b) of the Internal Revenue Service Code. The IRS rules and regulations governing 403(b) contributions will supersede any actual contractual obligations of the parties.

ARTICLE 24 – Grievance Procedure

A. Definitions:

1. **Contract Grievance** - A claim by an employee, or the Association, that a specific provision of this contract has been violated.
2. **Grievant** - A "grievant" is the person or persons, or the Association, making the claim.
3. **Party In Interest** - A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. **Days** - The term "days" shall mean the grievant's work days, except where otherwise indicated and except during the summer recess when such shall mean normal business days, exclusive of weekends and holidays.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Time Requirements:

1. Time Limits:

- a. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be modified by mutual agreement. Should the District fail to respond within any of its time limits, then the grievance will be deemed denied and the grievant will be allowed to appeal the grievance to the next step. Should the grievant fail to appeal the grievance within the stated timelines, then the grievance will be considered waived.

2. Year-End Grievances (After May 1):

- a. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable. If no such irreparable harm will result, grievances shall be processed through the end of the year and then the timelines will stop and begin again with the first inservice day.

3. Level One - Immediate Superior:

- a. A grievant shall first discuss it with his/her immediate superior, either directly, or through the Association's designated representative, if the grievant requests, with the objective of resolving the matter informally. Level one must be instituted within twenty (20) days after the occurrence which gave rise to the grievance or within twenty (20) days from the time the grievant should have reasonably known of the occurrence that gave rise to the grievance. The immediate superior shall have ten (10) days to render a decision to the grievant.

4. Level Two - Superintendent:

- a. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may appeal that decision by filing the grievance with the Association. The Association, upon review of the grievance, may file the grievance in writing with the Superintendent. All appeals to the Superintendent must be made within ten (10) days from the receipt of the decision at Level One. The grievant may be represented by the Association at any hearing or meetings with the Superintendent. The grievant has the right to request a meeting or a hearing with the Superintendent. The Superintendent shall have fifteen (15) days from the receipt of the appeal to render a decision.

5. Level Three - District Board:

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, within ten (10) days after receipt of the Superintendent's decision, the grievant may appeal the grievance to the Board.
- b. This request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward to the Board.
- c. The Board shall review the grievance on the basis of the original complaint and attendant-related materials, unless a hearing before the Board is requested, in writing, by either party.
- d. The Board shall render a decision in writing within twenty (20) days of the receipt of the appeal if no hearing is requested. If a hearing is requested, the Board shall hold such hearing within ten (10) days of the close of the hearing. A copy of the Board's decision shall be retained by the Superintendent, one (1) sent to the grievant, one (1) to the chairman of the grievance committee, and one (1) to the immediate supervisor.

6. Level Four - Arbitration:

- a. If the grievant is not satisfied with the disposition of the grievance at Level Three, within fifteen (15) days from the receipt of the Board's decision, the grievant may, with the written consent of the Association, request arbitration. Such notice must be in writing and directed to the Superintendent and Board chairman.
- b. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators will be made by the Superintendent or the Association to the Oregon Employment Relations Board (ERB).

Upon receipt of the list of arbitrators, the parties will select the arbitrator in accordance with the rules of the ERB.

- c. The arbitrator so selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions upon the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which alters, amends, or modifies any of the terms of this Agreement. The arbitrator shall have no power to decide any question which, under this Agreement, is within the specifically reserved discretion of the District to decide nor to substitute his/her judgment for that of the school District unless authorized by this contract to do so. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the cost of any hearing room will be borne equally by the Board and Association. All other costs will be borne by the party incurring them.

D. Rights of Employees to Representation:

1. *Employees and Association:*

- a. Any grievant may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative of the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.

2. *Reprisals:*

- a. No reprisals of any kind shall be taken by the Association and the Board, or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous:

1. *Group Grievance:*

- a. If a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly with copies to the principals, and the processing of such grievance shall be commenced at Level Two. The filing of such group grievance shall be in accordance with the initial filing timeline as specified in subparagraph C.3. above. The Association may process such a grievance through all levels of the grievance procedure.

2. *Writing Requirements:*

- a. Decisions rendered at Level One which are unsatisfactory to the grievant and all decisions rendered at Levels Two and Three of the grievance procedure, shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association. All grievances that are required to be submitted in writing shall contain the facts upon which the grievance is based, the specific contract provision(s) allegedly breached, and the remedy requested.

3. *Separate Grievance File:*

- a. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.

4. *Meetings and Hearings:*

- a. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article. This provision is subject to the Public Meetings Law. (Pursuant to the Public Meetings Law, the grievant can request an open hearing.)
5. The Association and the grievant will be required to exhaust the grievance procedure set forth in this article, including arbitration, before seeking alternative remedies, provided that by doing so they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have.
6. The Board shall permit an employee access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the employee of any issue in the proceeding in question. A representative of the Association may accompany and assist the employee in this regard or may be authorized by the employee to review such information. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the employee's inspection.

ARTICLE 25 – Savings Clause

- A. If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby. Upon request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE 26 – Contracting Out

- A. The Board acknowledges it is not contemplating contracting out any services covered by the Agreement. Should the Board determine there is an economic necessity which causes the Board to consider such an option, it shall afford the Association the opportunity to meet in advance of any final decision to contract out to explore alternatives and other options.
- B. Should no Agreement be reached in thirty (30) days (2 to 3 meetings), the parties will return to the bargaining table to bargain over this issue as per ORS 243.698.

ARTICLE 27 – Safe Working Conditions

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which may endanger their health, safety, or well-being. Responsibility for safe and healthy working conditions is designated in ORS 654.001 to 654.295.
- B. In consultation with a supervisor, bargaining unit members shall receive training and safety equipment to perform tasks as determined by the position/work assignment.

APPENDIX A-1: Classified Salary Schedule

2021-2023 Classified Salary Schedule						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Custodian II	16.10	16.84	17.56	19.15	19.92	20.72
Head Custodian	18.58	19.44	20.33	21.93	22.59	23.27
Cook	13.38	13.93	14.57	15.96	16.76	17.60
Head Cook	15.56	16.30	16.97	18.46	19.20	19.97
Instructional Assistant	15.09	15.72	16.37	17.95	18.85	19.80
Secretary	16.10	16.84	17.56	19.33	20.30	21.32
Office Manager	18.58	19.44	20.33	22.14	23.03	23.96
STW Facilitator	14.58	15.21	15.86	17.08	17.60	18.13
Library Tech	15.91	16.62	17.35	18.70	19.27	19.85
Data Collection	14.58	15.21	15.86	17.08	17.60	18.13
Data/Software Specialist	18.48	19.61	20.80	22.65	23.33	24.03

Technology Coordinator	24.57	26.21	27.88	30.47	31.39	32.34
YTP Coordinator	15.91	16.62	17.35	18.70	19.27	19.85
Head Cook-Breakfast Program +.40	15.96	16.71	17.38	18.86	19.60	20.37
Registered Teacher	22.96	23.71	24.38	25.86	26.60	27.37

% Increase for Steps 4-6	
4%	Custodian
3%	Head Custodian
5%	Cook
4%	Head Cook
5%	IA
5%	IA 2
5%	Secretary
4%	Office Manager
3%	STW Facilitator
3%	Library Tech
3%	Data Collection
3%	Data / Software Specialist
3%	Tech Coordinator
3%	YTP Coordinator
+.40	Head Cook- Breakfast Program

The District shall "pick-up," assume and pay a six percent (6%) employee contribution to the Public Employees Retirement and/or the OPSRP fund for the employee members participating in the Public Employee Retirement and/or OPSRP System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue for the life of the Agreement.

The full amount of required employee contributions "picked-up" or paid by the District on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of law for the purposes of computing an employee member's "final average salary" within the meaning of the law but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to the law. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to law and shall be considered to be employee contributions for the purposes of law.

*An additional forty cents (.40) per hour shall be paid to a Head Cook when such Head Cook serves more than one (1) school not housed in the building where the cook works.

**An additional forty cents (.40) per hour shall be paid to a Head Cook when such Head Cook serves a school with a breakfast program.

Step 6 becomes available during the 2022-2023 school year to eligible employees.

APPENDIX B-1: Example Using Certified Numbers

Insurance Plan costs based on 2017-18 Program Year Costs/Current Employee Selection								
Tiered Rates	Count	Rate	Dogwood Monthly	Annual	Rate	Dental 6 Monthly	Annual	District Totals
Employee only	12	550.13	6,601.52	79,218.22	44.43	533.11	6,397.27	85,615.46
Emp. + spouse	24	1,210.29	29,047.03	348,564.38	87.96	2,111.00	25,332.05	373,896.43
Emp. + children	10	1,045.29	10,452.86	125,434.26	89.28	892.82	10,713.78	136,148.04
Family	36	1,705.47	61,397.03	736,764.34	136.38	4,909.84	58,918.10	795,682.44
Opt Out	13							
Totals	95		107,498.43	1,289,981.20		8,446.77	101,361.20	1,391,342.40
Less Part-time W/H								40,500.00

******Group HRA funding: \$107,157.60**

HRA Plan:

Employees are enrolled in MODA Dogwood Plan (or equivalent) with deductibles of \$1,600/person and out-of-pocket limits of \$6,850/person at no additional premium cost to employee. (no payroll deduction)

Through HRA, deductibles are reduced to \$650 per person up to a maximum of 3.

Through HRA the maximum out-of-pocket is reduced to \$4,000 per person up to a maximum of 3.

Employees where both spouses work in the District will receive one enrollment in MODA Dogwood, but will have no out-of-pocket deductible for up to 3 people and a \$2,000 per person maximum out-of-pocket per person for up to 3 people maximum.

Employees would be enrolled in Premier Dental Plan 6 (or equivalent) at no additional premium cost to employee. (no payroll deduction)

Employees may purchase higher Dental Plans with difference between it and Plan 6 being paid by employee through payroll deduction on a pre-tax basis.

Employees are able to purchase vision coverage of their choice at employee's expense to be paid through payroll deduction on a pre-tax basis.

*****These funds are set aside to pay for reimbursing employees for deductible and out-of-pocket amounts per the HRA plan based upon estimated utilization, as well as administration of the HRA plan. If claims exceed this amount, the District will increase funding to the HRA plan to ensure employees receive the benefits bargained.*

The parties agree to maintain the insurance language record of Article 15 prior to the inception of the HRA in the 2018-2020 contract. Should the parties elect to discontinue the HRA or it becomes disallowed by the carrier or the legislature, the parties will return to the bargaining table. In the meantime the base insurance cap paid by the District shall be the amount contributed per person at a composite rate to fund the HRA at the time it is ended.

APPENDIX B-2: Insurance (language prior to 2018)

ARTICLE 15 – Insurance (language prior to 2018)

- A. For the 2016-2017 contract year, effective with the October 1, 2016 premium, the District agrees to pay up to \$1287 for each employee per month toward the costs of insurance premiums for 2016-2017 and \$1359 for 2017-2018 insurance year for Health/Hospitalization, Dental, Orthodontia, and Vision Insurance.
- B. For all regular nine (9) to twelve (12) month employees who work fifteen (15) to twenty (20) hours per week, the District will contribute monthly half of the District's contribution toward the purchase of family medical/vision and full family dental insurance plan, with the employee contributing the remainder of the premium. The District will not be liable for any payment for any employee who

waives medical/vision and/or dental insurance.

If insurance is selected/purchased using a tiered rate, should any tiered rate be below the cap any amount above the cost of the premium up to the District cap shall be pooled and split equally among unit members whose premium costs exceeds the cap. Any amount remaining in the pool at the conclusion of the year after all premiums for all members have been paid shall revert to the District.

- C. The selection of the insurance carrier from the OEBC selected carriers shall be the choice of the Association.
- D. Beginning December 1, 1998, the District will purchase an LTD plan similar to that enjoyed by the licensed employee group, the cost of which will be paid by the employee through payroll deduction.
*Renewal rate changes for the current insurance carrier are effective October 1 of each year. This date may vary with different insurance carriers.
- E. Notwithstanding, for any regular nine (9) to twelve (12) month employee who works fifteen (15) to twenty (20) hours per week, the District will contribute as stated in paragraph C, toward medical insurance coverage. If he/she waives medical insurance, the District will pay the full-family dental insurance premium for the term of the contract.
- F. The District will contribute monthly the sum of \$2.60 for term life insurance coverage for each employee who works twenty-one hours or more per week, nine (9) to twelve (12) months per year. The selection of the carrier shall be the choice of the District.
- G. This article is subject to the rules and regulations of the Oregon Employee Benefits Board insurance carriers.

The parties agree to maintain the insurance language recorded in Article 15 prior to the inception of the HRA in the 2018-2020 contract. Should the parties elect to discontinue the HRA or it becomes disallowed by the carrier or the legislature, the parties will return to the bargaining table. In the meantime the basic insurance cap paid by the District shall be the amount contributed at a composite rate at the time the HRA is suspended.

[Both the Association and the District agree to work with other interested parties (including the Waldo Agency and A.R.E.) to draft and consider new language to address what happens with money in the HRA pool if the HRA program is ever discontinued. A goal to achieve this agreement will be within 6 months of the ratification of this CBA. At the time of this writing, the Association and District are aware of at least three options to consider should this situation occur and the existence of other stakeholders should this situation ever occur.]