

# OSEA & ASD 2024-2027 Collective Bargaining Agreement

\*Draft - Housekeeping Committee will reformat after ratification

## Tentative Agreement Key:

New Language - new language to be added

Removed Language - old language to remove

Housekeeping - Typos, Grammar, and formatting \*housekeeping committee will do a full review and reformat upon ratification

Key: **New Language** **Removed Language** **Housekeeping**

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## ARTICLE 1 - RECOGNITION

- A. The Ashland School District #5/Board recognizes OSEA Ashland Chapter 42 as the exclusive bargaining representative on wages, hours and conditions of employment for all classified employees as well as employees on the one thousand thirty-nine (1039) option working in a classified bargaining unit position.
- B. Administrators, supervisors, academically licensed employees, confidential employees, substitutes, and temporary employees are specifically excluded from the bargaining unit.
1. **Administrators** are employees having authority in the interest of the district to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees. They may also direct employees, adjust their grievances, or recommend such action, if in connection therewith. The exercise of such authority is not of a routine or clerical nature but requires the use of independent judgment.
  2. **Supervisors** are employees of the District who possess authority to formulate and carry out management decisions or who represent management's interests by taking or effectively recommending discretionary actions that control or implement district policy, and who have discretion in the performance of these management responsibilities beyond the routine discharge of duties. Supervisors have the authority in the interest of the District to recommend hires, transfers, suspensions, promotions, discharges, assignments, or discipline for employees under their direction.
  3. **Academically licensed** employees are employees such as administrators, teachers, or other professional employees who must maintain licensure through the TSPC or other professional organizations as a condition of continued employment.
  4. **Confidential employees** are employees whose job duties require that they work directly with administrators and/or school board members in areas related to the collective bargaining process and would be in attendance at such times when meetings occur to assist the management of the District in preparation for collective bargaining.
  5. **Substitutes** are employees hired during the year to replace bargaining unit employees (full-time or part-time) who are on approved paid or unpaid leave(s) of not more than twelve (12) calendar months.
  6. **Temporary employees** are employees hired for a specific period of time not to exceed one-hundred-twenty (120) days worked within a twelve (12) month period commencing with the first day worked July 1 through June 30, of each year, after which they will become probationary members of the unit per the Collective Bargaining Agreement. This category will include seasonal employees hired only for summer work. The one-hundred-twenty (120) days worked does not apply to laid-off employees who may be working a temporary assignment during the period they remain on the re-employment list.

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## ARTICLE 2 - MANAGEMENT RIGHTS

### A. Managerial Responsibilities

It is recognized that the Ashland School Board (Board) has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and job-related activities of its employees. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibilities include:

1. The right to determine location of the schools and other facilities of the school system including the right to establish new facilities and relocate or close old facilities.
2. The determination of the financial policies of the District, including general accounting procedures, inventory of supplies and equipment, procedures and public relations.
3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
4. The maintenance of discipline and control and the use of the school system property and facilities.
5. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
6. The right to enforce the rules and regulations now in effect, and to establish new rules and regulations from time to time not in conflict with this Agreement.
7. The direction and arrangement of all the working forces in the system including the right to hire, suspend, discharge, discipline, or transfer employees.
8. The creation, combination, modification or elimination of any position deemed advisable by the Board.
9. The determination of the size of the **workforce**, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
10. The determination of the layout and the equipment to be used and the right to plan, direct and control work schedules, and the work week.

### B. Subcontracting

The District shall provide written notice to the Association of the District's intent to consider subcontracting for services normally and customarily performed by classified bargaining unit members at least ninety (90) calendar days prior to any formal action by the Board to enter into any contract for such services. The Association shall have the opportunity to make recommendations regarding such action and/or bargain its impact.



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At least two (2) weeks prior to the issuance of a Request for Proposal (RFP) to subcontract, the Association shall be afforded the opportunity to provide input on the contents of the RFP.

The District may contract with a specialist in an emergency, such as a plumber, if the District requires immediate service and there is no existing employee in the position or the current employee refused to report to duty.

C. **Temporary Contracted Service Providers**

The District's needs for **augmenting** covering services within a classification, **by engaging with an outside provider to provide coverage for open bargaining unit positions,** shall be implemented only after:

1. Utilizing all personnel in the Association's specific classifications; and
2. The District will notify the Association President and the OSEA Field Representative in writing if an open position is filled by an outside provider after twenty (20) working days if the opening is expected to continue.  
The Association has been given thirty (30) days written notice of such need to hire or contract with a specialist and an opportunity to collaboratively make recommendations regarding such proposal and/or its impact. When unforeseen circumstances do not allow thirty (30) days prior notice, the District will provide the Association president or the designee with verbal notice to be followed by written notice within three (3) working days
3. The District may contract with a specialist in an emergency, such as a plumber, if the District requires immediate service and there is no existing employee in the position or the current employee refused to report to duty.

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## **ARTICLE 3 - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The Association shall represent classified employees within the bargaining unit equally and without discrimination.
- B. The Association or its committees may be allowed use of district facilities at no cost for meetings provided:
  - 1. Prior request is made through the building supervisor.
  - 2. No alcohol, controlled substances, tobacco or tobacco-related products are allowed on/in district (school owned) buildings, vehicles or grounds and may not be visible on/in an employee's personal property.
  - 3. OSEA Ashland Chapter 42 will be held responsible for full restitution in event of any damage to buildings, grounds or equipment.
  - 4. No outside use of cafeteria equipment while otherwise in use, unless used by cafeteria staff or under staff supervision. Such use must be approved by the Superintendent.
  - 5. Subject to use limitation due to fuel or energy shortage.
- C. The Association may be allowed use of such office equipment, including computers, as needed to provide duplicating and information to the bargaining unit employees provided:
  - 1. Equipment is available and not in use by the District.
  - 2. Equipment is not removed from the buildings.
  - 3. Association reimburses the District for any cost attributable to its use of supplies, or materials. Charges for equipment will depend upon the type of usage as determined by the Superintendent.
- D. The Association will be assigned existing bulletin board space at each worksite, in a location easily accessible to staff. Any additional bulletin board space will be subject to the Superintendent's approval as to placement and size, and cost will be borne by the Association.
- E. By the tenth (10th) day after a new classified employee begins employment, and for all employees every one hundred and twenty (120) days, the District shall provide, if available, the OSEA Chapter President, the OSEA Field Representative, and the OSEA Director of Fiscal Operations at [classified@osea.org](mailto:classified@osea.org) the following information for the new employee: name, date of hire, position title, worksite location, annual salary, number of months worked, number paychecks per year, work phone number, personal phone number, personal address, and personal email. In addition, the OSEA Director of Fiscal Operations at [classified@osea.org](mailto:classified@osea.org) shall be provided with the last four numbers of the employee Social Security number (SSN), and District employee ID number or OSEA's CE number

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**information. Information shall be provided in an editable digital file format.**

The District will provide the Association and Chapter President with an alphabetical listing of all bargaining unit members including hire date, home and work phone numbers, home mailing address, birth date, classification, step placement, hourly rate, insurance stipend, number of working hours currently scheduled, job site, and the employee's status (temporary or permanent). Such listing will be provided during the month of October.

F. Within ten (10) days of hire, the District agrees to furnish a list of new employees eligible for the bargaining unit, and every one hundred twenty (120) calendar days a list of all employees in the bargaining unit. This list shall be furnished to the Association Chapter President and the OSEA Director of Fiscal Operation with an editable digital spreadsheet containing the following information:

1. **The employees name**

2. **Contact information, including cell, home and work phone numbers, personal (if known) and work email addresses, and home and personal mailing address.**

3. **Classification, title, current step on the wage schedule, and worksite.**

F. The Association shall be allowed to use the District courier and district e-mail for the distribution of official notices and announcements

G. Whenever any representative of Chapter 42 or any bargaining unit employee participates during working hours in investigatory meetings, disciplinary proceedings, grievance proceedings, arbitration preparation or arbitration hearings, labor-management meetings, **contract negotiations**, or other contract committee meetings, the employee shall suffer no loss in pay, or benefits, nor shall the Association incur any cost for substitutes. For district scheduled meetings (i.e. including, but not limited to Labor Management, Safety Committee, disciplinary, investigatory meetings or contract negotiations) scheduled outside the participating employee's regular work time, the employee shall have the option of overtime or compensatory time or flex time.

**I. Whenever any representative of Chapter 42 or any bargaining unit employee participates during work hours in jointly scheduled negotiations, the employee shall suffer no loss in pay.**

H. **OSEA Ashland Chapter 42 Release Time**

**Release Time:**

**All release time shall be requested through established District leave process.**

1. **OSEA Ashland Chapter 42 Release Time:**

**The Association President and the designee will be granted one (1) day of release time each month for Ashland Chapter 42 Association-related activities each fiscal year. The Association will reimburse the District for the cost of the substitute filling in for the absent representative.**

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2. **OSEA State Release Time**

A Designated Representative may be allowed release time to attend outside trainings, activities or to serve as a full-time representative of OSEA without loss of District compensation and benefits (insurance and retirement). The Designated Representative may use accrued leave time for short-term attendance at such events or OSEA shall reimburse the District for any compensation and benefits.

- I. Contingent upon the daily needs of their buildings, employees shall be allowed to attend Association meetings during their working hours. Time missed shall be mutually rescheduled within the day with the supervisor prior to the leave. It is recognized that the security of the building and pre-scheduled events have priority. Supervisors reserve the right to determine how many employees may be gone at a time.

**J. New Employee Orientation**

The District shall provide the designated Association Representative with no less than sixty (60) minutes and up to one-hundred twenty (120) minutes to meet with new employees within thirty (30) calendar days from the date of hire to introduce the new employee(s) to the Association and the Collective Bargaining Agreement. This meeting shall be on regular work time without loss of compensation or benefits.

L. An officer of OSEA Chapter 42 or the designee may meet with new employees at the welcome back breakfast that occurs during the new hire orientation to introduce new employees to the Union and the Union contract. This meeting shall not exceed thirty (30) minutes and shall be on paid time.

1. New Employee Orientation: The District shall provide the designated Association Representative with no less than thirty (30) minutes and up to one hundred twenty (120) minutes to meet with the new employees within thirty (30) calendar days from the date of hire to introduce the new

**K. Pre Service Week**

An officer of OSEA Chapter 42 or the designee may meet with bargaining unit employees during pre-service week. This meeting shall not exceed thirty (30) minutes and shall be on paid time. The District shall also provide a New Hire Orientation, as described in Section J.M. during pre-service week. An officer of OSEA Chapter 42 will also be given at least five (5) minutes to speak at any all-staff event.

- L. If there is a District-wide orientation, event, or activity at the beginning of the academic year, OSEA shall be permitted to set up a table to meet directly with employees before, after, and during breaks.

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## **ARTICLE 4 - VACANCIES, PROBATIONARY PERIOD, TEMPORARY POSITIONS, SUBSTITUTE POSITIONS, AND TRANSFERS**

### **A. Vacancies in the Classified Service**

The District recognizes that it is desirable to consider the interests, aspirations, and qualifications of its classified staff in making assignments. Therefore, the District declares its support of giving strong consideration to its own classified staff when filling vacancies within the bargaining unit.

When open positions are posted, whether temporary or probationary within the bargaining unit, the District will give first consideration to current classified bargaining unit employees. Such postings shall be **emailed to the Association President and all classified employees, printed placed on bulletin boards as specified in the contract, in major buildings and/or classified employee workplaces,** posted on the District website, and on district-adopted online hiring sites as appropriate, for not less than seven (7) working days.

**Copies of the postings shall be provided to the Association president or designee when job postings are distributed. During the summer vacation period, such postings shall be mailed to the Association president or designee, posted at the District Office, posted on the website, and posted on the district adopted online hiring sites as appropriate.**

Bargaining unit employees who have complied with the regular application procedures and meet minimum qualifications of the job description will be interviewed before any out-of-district applicants. When two (2) or more in-district applicants for a vacant position are equally qualified to fill the position as determined by the District, district-wide seniority will be the basis for assignment. Criteria to be used when determining qualifications shall include:

- Current job classification;
- Employee evaluations;
- Experience/knowledge/abilities.

Upon the employee's written request, the employee will receive a written explanation from the District of the reason why the employee was not selected.

If no in-district applicants are considered to be qualified, the District may then interview out-of-district applicants.

### **B. Probationary Period**

The parties recognize that the probationary period is an integral part of the employee selection process.

Every employee hired into the bargaining unit shall serve a probationary period of six (6) months. However, the District may, at its discretion by written notice, extend non-probationary status to a new employee at the end of three (3) months of service.

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Probationary employees shall receive a performance review midway through the probationary period. Prior to the conclusion of the probationary period, a written evaluation will be placed in the employee's personnel file.

If Oregon statute no longer mandates just cause for probationary classified employees, the District will have the unrestricted right to terminate probationary employees following due process.

#### C. Temporary **Employee** Positions

A **temporary** ~~Temporary~~ employee position is defined as a position with a beginning and ending date not to exceed one-hundred-twenty (120) workdays in a twelve (12) month period. If a position extends beyond one-hundred-twenty (120) workdays, it shall be considered a bargaining unit position.

~~Non-bargaining unit temporary employees hired to fill a bargaining unit position temporarily will be paid at Step 1 of the Classified Salary Schedule.~~ Should the temporary employee be hired into a **probationary** ~~the~~ position, seniority shall be awarded as of the first day of work as a temporary employee.

#### D. Temporary Reassignment

When a bargaining unit employee is hired to fill a temporary position in a higher pay range, the employee shall be placed at a step in the new classification based on the Salary Step Placement Rubric outlined in Appendix TBD or a step which provides a salary increase equivalent to at least one (1) full step on the salary schedule, whichever is greater. While in the temporary assignment or position, the regular employee will retain all rights and privileges provided in the bargaining Agreement.

If the temporary reassignment was to a temporary position, and the position becomes permanent, the regular employee will have the option to remain in the new position or return to the employee's previously held position.

#### E. Transfers

A bargaining unit employee may accept a transfer to a temporary assignment or position. While in the temporary assignment or position, the regular employee will retain all rights and privileges provided in the bargaining Agreement with the exception of compensation and benefits which will be determined by the position. At such time as a temporary position becomes permanent, the regular employee will have the option to remain in the new position, with compensation and benefits as per the bargaining Agreement, or return to the employee's previously held position.

#### F. Promotion

Bargaining unit employees promoted into a higher classification shall serve a trial period of three (3) months in the higher classification.

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If an employee does not successfully complete the **employee's** trial period, the employee shall be returned to the employee's previous position or to a position in the same job classification in the District with the same number of hours.

When an employee is promoted to a position in a higher salary range, the employee shall be placed **at a step in the new classification based on the Salary Step Placement Rubric outlined in Appendix TBD or** on a step which provides a salary increase equivalent to **at least** one (1) **full** step on the salary schedule, or to the first step of the higher salary range, whichever is greater.

G. Voluntary Demotion

An employee who voluntarily changes to a position in a lower salary range shall be placed **on the step in accordance with Article 5 Section G on the new salary scale at the same step in the new classification based on the Salary Step Placement Rubric outlined in Appendix TBD but no less than the same step as the employee's previous job classification.**

H. Involuntary Demotion

An employee who involuntarily changes to a position in a lower salary range due to disciplinary action shall be placed on the **new salary scale at the** same step as the employee's previous job classification.

**An employee who involuntarily changes to a position in a lower salary range due to non-disciplinary action shall be placed on a step in the new classification that will be determined by mutual agreement between the Association and the District, with the intent to maintain the employee's current rate of pay and advancement as appropriate.**

I. Reclassification

When the **Classification Review Committee** **District** reclassifies a position so as to place it in a higher salary range, the incumbent shall remain in that position provided the employee is qualified.

J. Working Out of Classification

When a bargaining unit employee is assigned to a position in a higher salary range for four (4) or more working days, the employee shall be **placed at an hourly equivalent step or the next step above in the new classification, whichever is greater unless the employee has previous experience paid at the lowest step of that salary range which provides a salary increase equal to at least one (1) step increase.** If the employee has previous experience, salary shall be calculated based on the Salary Step Placement Rubric outlined in Appendix TBA. This salary shall be instituted on the fourth (4th) working day of the assignment **or made retroactive once an experience determination review has been completed.**

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K. Placement on Schedule

New employees will be given credit for the amount of outside experience up to a maximum of three (3) steps on the classified salary schedule provided all employment verification has been received and verified by their first day of employment. If prior experience has not been received and verified, the employee will be placed on Step 1 of the classified salary schedule until the end of the employee's probationary period. Exceptions to placement of new employees shall be at the discretion of the Superintendent and the Superintendent will inform the Association President and Labor-Management.

New employees will be placed on the salary schedule following the Salary Step Placement Rubric outlined in Appendix TBA provided all employment verification has been received and verified by their first day of employment. If prior experience has not been received and verified, the employee will be placed on Step 1 of the classified salary schedule until the end of the employee's probationary period. Exceptions to placement of new employees shall be at the discretion of the Superintendent and the Superintendent will inform the Association President and Labor-Management.

Appeal of original placement must be requested within one year of hire date.

L. Evaluations

Permanent classified bargaining unit employees will be evaluated at least every other year based upon their job performance as it relates to job description. Formal evaluations shall be completed by the employee's immediate management supervisor by May 31. A record of the evaluation will be placed in the employee's personnel file in conformance with Article 9.

M. Job Descriptions

The District agrees to notify the Association President and OSEA Field Representative in writing whenever a new classified position is created. Job descriptions for newly created or reclassified positions shall be developed by the District. The District shall bargain the salary placement of the position with the Association.

**N. Restricted and District Substitute Teaching**

The Restricted and District Substitute Teaching License is a license that permits a qualified individual to substitute teach in a prekindergarten through grade twelve (12) Oregon public school district, education service district, or charter school assignment. The following shall apply to employees in the bargaining unit represented by the Association who receive a Restricted and District Substitute License through the state of Oregon:

1. The District will identify the need for Restricted and District Substitutes by site. Staff can express interest in writing and the Administrators will recommend classified staff members for Restricted and District Substitute Within five (5) business days of receipt of the completed application for the license, the District shall provide the employee with the following documentation for the employee to submit with their application to TSPC, as required by Oregon Administrative Rule, a written statement:



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- a. Describing the extenuating circumstances preventing the District from hiring a teacher holding a Restricted Substitute, Substitute, or other non-provisional teaching license appropriate for the assignment and how the issuance of the Restricted and District Substitute license will protect the District's programs or students;
  - b. Explaining how the qualifications or services of the applicant will resolve the extenuating circumstances;
  - c. Assuring the Commission that the District will obtain the license for the educator prior to assignment within the District or prior to the ninety-first (91st) day after the date of application for licensure;
  - d. Assuring the Commission that a designated administrator will provide training, guidance, and supervision of the educator to support the educator's service in the assigned schools; and
  - e. Assuring the Commission that the District will determine the educator's interest in pursuing a teaching career and provide guidance in this pursuit.
2. For district sponsored applications, the District shall pay expenses associated with applying for and obtaining, the TSPC Restricted and District substitute teaching license, including but not limited to, any application fees, licensing fees, and postage. Any sponsored staff who has incurred expenses through TSPC license application, may obtain reimbursement, by providing the District with documentation of expenses.
3. Classified substitutes will typically receive assignments at the site where they regularly work but may be considered at other sites with the Administrator's approval.
4. Prior to the employee's first day of work as a teaching substitute, the District shall provide the employee with a written plan for administrator support that will address emergency procedures and potential critical classroom situations. At the beginning of each new assignment a written lesson plan for the specific classroom assignment will be provided as appropriate.
  - a. If the Administrator identifies training that is necessary to prepare the Restricted and District substitute to teach in the classroom, the training will be paid at the substitute teaching rate.
5. The daily and half-day (1/2 day) wage rate for employees who perform work as Restricted and District substitute teachers shall be equivalent to the base teacher salary hourly rate.
6. Substituting is defined as replacing a teacher who is absent from work for one (1) hour or longer.
7. Classified substitutes who work a minimum of one (1) hour will be paid the District hourly rate for actual time worked.

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8. A Restricted and District substitute teacher will not be assigned to a continuing assignment of more than ten (10) consecutive days.
9. Hours worked by an employee in an emergency teaching substitute position shall be combined with hours worked in any classified position and shall count toward the employee's total hours worked for the purposes of calculating leave accruals.
10. Overtime will be paid as required by law.
11. When working as an emergency teaching substitute, employees will receive all materials necessary to perform their jobs and maintain student and staff safety.

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## ARTICLE 5 - **DISCIPLINE AND DISMISSAL** **PERFORMANCE** **MANAGEMENT**

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

No employee shall be disciplined without Just Cause and Progressive Discipline. The Discipline process shall consist of six (6) possible levels ranging from verbal notice/counseling to termination. Supervisors should adhere to the **levels** **steps** listed in the chart below once a level of discipline is utilized. However, progressive discipline **may be flexible**. **is not inflexible**. A supervisor is not required to utilize all six (6) levels of discipline if the situation warrants a more severe level of discipline.

If the problem is behavioral, there is no need to give the employee time to improve. The supervisor may require the employee to immediately cease and desist from engaging in the behavior. If the behavior is repeated, the supervisor may progress to the appropriate level of discipline.

The supervisor/administrator will notify the employee of the right to an Association representative during the progressive discipline process. All information forming the basis for disciplinary action will be made available to the employee.

The District may place an employee on administrative leave with pay pending the outcome of an investigation into the employee's alleged misconduct.

**If the District has reason to discipline an employee, they shall make all possible efforts to impose such discipline privately and confidentially**

<b>Non-Disciplinary Coaching Levels for Classified Employees</b>		
<b>Level</b>	<b>Action</b>	<b>Note</b>
<b>1</b>	<b>Verbal Coaching</b>	<ul style="list-style-type: none"><li>• Representation optional</li><li>• May be documented in Working File</li><li>• Non-Grievable</li></ul>
<b>2</b>	<b>Letter of Direction</b>	

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<b>Progressive Discipline Levels for Classified Employees</b>		
<b>Level</b>	<b>Action</b>	<b>Note</b>
<b>1</b>	<b>Verbal Warning</b>	<ul style="list-style-type: none"> <li>• Decline/Accept representation letter</li> <li>• Documented in Personnel File</li> <li>• Grievable</li> </ul>
<b>2</b>	<b>Letter of Concern/Reprimand</b>	
<b>3</b>	<b>Plan of Assistance</b>	
<b>4</b>	<b>Suspension/Demotion</b>	
<b>5</b>	<b>Last Chance Agreement</b>	
<b>6</b>	<b>Termination</b>	

<b>Progressive Discipline Steps for Classified Employees</b>	
<b>Discipline Level</b>	<b>Action</b>
<b>1</b>	<b>Verbal Notice/Counseling</b>
<b>2</b>	<b>Letter of Concern/Direction</b>
<b>3</b>	<b>Letter of reprimand</b>
<b>4</b>	<b>Suspension/Demotion</b>
<b>5</b>	<b>Last Chance Agreement</b>
<b>6</b>	<b>Termination</b>

#### A. Process for Written Documentation for Performance Issues

If and when performance concerns are identified, the supervisor/administrator will communicate with the employee at the earliest opportunity and discuss suggestions for performance improvement. If the concern is related to a lack of knowledge or skill, the employee may be given an opportunity to gain the knowledge/skill.

1. The supervisor/administrator shall inform the employee when poor performance is observed, state performance expectations and cite specifics on improvement goals.
2. A written communication to the employee will follow, memorializing the conversation, and the employee will be given the opportunity to correct the deficiencies.

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3. To formally clarify performance expectations and provide a guide for performance improvement, a "plan of assistance" may be initiated. The plan of assistance will include:
  - a. Specific performance expectations;
  - b. Timeline expected for correction of areas of concern or deficiencies;
  - c. Timeline for feedback from supervisor/administrator discussing progress achieved or continued areas of concern;
  - d. Resources available for assistance from the district/supervisor/administrator;
  - e. Reasonable time for improvement before considering dismissal; and
  - f. Appropriate consequences should the deficiencies not be corrected to meet position standards and expectations.
4. If performance does not improve, the District may take action up to and including dismissal.

~~5. Dismissal, disciplinary suspension or disciplinary demotion of a non-probationary employee will not be done without cause.~~

#### B. Misconduct

Progressive discipline is not an appropriate course of action for all circumstances. There may be occurrences of misconduct where immediate formal action is warranted.

Misconduct is an intentional or willful violation of a clear rule of the District of which the employee was aware, or which is obvious, such as the prohibition on theft or dishonesty.

When incidents of misconduct are suspected, a formal investigation of the incident or occurrences will be conducted.

1. The District shall notify the employee of the right to have an Association representative during this process. All information forming the basis for disciplinary action will be made available to the employee.

~~2. Dismissal, disciplinary suspension or disciplinary demotion of a non-probationary employee will not be done without cause.~~

#### C. **Drug & Alcohol Testing**

**The parties recognize the importance to the District, to employees, and to the students and patrons of the District that the workforce remains free of the effects of illegal drugs or controlled substances on the job. The District will provide opportunity for bargaining unit input into the District agency-wide process for following relevant statute and**

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regulations for drug and alcohol testing in the workplace. When there is reasonable suspicion that an employee may be under the influence of alcohol, illegal or controlled substances in the workplace, the process outlined in the Board policy and staff handbook will be followed.

## ARTICLE 6 - WORKING CONDITIONS

### A. Work Week

The normal full-time workweek shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) eight (8) hour days unless otherwise assigned. To the extent consistent with the operational needs and requirements of the District, such workdays shall 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. However, the workweek shall begin at 12:01 a.m. on Saturday and end on Friday at 12:00 midnight. The District reserves the sole discretion over operational needs and requirements and the pursuant scheduling of bargaining unit employees on other than a consecutive workday schedule or other than a Monday through Friday basis. Nothing in this Article or any part of the Agreement shall be construed as a guarantee of hours of work.

### B. Meal and Rest Periods

A bargaining unit employee working five (5) or more hours per day shall receive an unpaid duty-free meal period of not less than thirty (30) minutes. Bargaining unit employees shall receive duty free meal and rest period(s) as outlined in the chart below. A meal period shall be unpaid and not less than thirty (30) minutes. A rest period shall be paid and not less than fifteen (15) minutes. If the employee is required to perform a task during the meal period, the employee will be compensated for all time worked during the meal period, and/or the entire meal period taken over. This section will not apply to employees assigned to a split shift. Employees shall be allowed a fifteen (15) minute paid rest period during each four (4) hour work period. Such rest period shall normally be provided near the middle of each four (4) hour shift. When possible, rest and meal periods shall be scheduled evenly throughout the shift, no less than one (1) hour from beginning or end of shift. The immediate supervisor shall determine when the rest period is to be scheduled, and provide coverage if needed, and how many employees may be off at any one time.

Hours of work	Rest Period	Meal Period
2 hrs or less	0	0
2 hrs 1 min - 4 hrs 59 min	1	0
5 hrs - 6 hours	1	1
6 hrs 1 min - 10 hrs	2	1
10 hrs 1 min - 13 hrs 59 min	3	1
14 hrs	3	2

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C. Re-Employment Notification

School year employees will be notified by May 31 of their scheduled return date, unless unforeseen circumstances arise at which time employees will be notified as soon as possible.

D. Annual Job Information

The following information shall be submitted electronically via the appropriate district system to all bargaining unit employees by **October 15th** **September 30** of each year: Hourly/monthly/annual rate of pay; total scheduled workdays; total years worked in the District; **classified seniority number**; total used/unused sick leave days and longevity status.

~~E. Non-Discrimination \*moving to new article~~

~~The District agrees that employees shall not be discriminated against by reason of race, color, creed, sex, sexual preference, national origin, political or religious affiliations, physical handicap, or activities associated with the employee's union.~~

~~F. Workplace Safety \*moving to new article~~

~~If an employee is aware of unsafe or unhealthy working conditions, the employee shall report such condition in writing to the District Safety Committee. (See Article 16 - Standing Committees)~~

E. Work Schedules

Should a change in work schedule be required, employees will be given a minimum of three (3) days' notice when possible. However, if the employee is available, the employee may begin the new schedule immediately.

F. Emergency Closures

- a. All twelve (12) month employees are expected to report to work on emergency closure days if it is safe to travel. **Twelve (12) month employees may work remotely upon supervisor's approval**
- b. Should twelve (12) month employees be unable to report, they may utilize accrued vacation, personal leave, unpaid leave, or compensatory time. If a twelve (12) month employee is ill on an emergency closure day, the employee may utilize accrued sick leave. If a twelve (12) month employee is on pre-approved leave, the employee will not be required to report to work on emergency closure days.
- c. All twelve (12) month employees, as well as those employees working fewer than twelve (12) months specifically designated by the District, who work on an emergency closure day **and are required by their supervisor to work on-site** shall be compensated at one and one-half (1½) times their regular hourly rate of pay for the first three (3) days of emergency closure per fiscal year.

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- d. On emergency closure days, employees working fewer than twelve (12) months shall not report to work, except as provided for in Sections 3 and 5. All employees working fewer than twelve (12) months shall make up at least the first three (3) days of emergency closure at their regular rate of pay per fiscal year.
- e. Should additional employees be needed during emergency closure days, less than twelve (12) month employees may be called in to work **on-site but are not required to do so. be called in to work on a voluntary basis.** Such employees shall be compensated at one and one-half (1½) times their regular hourly rate of pay **for up to three (3) days of emergency closure per fiscal year.** In addition, such employees shall be expected to report to work on makeup days.
- f. Should employees report to work, and an emergency closure occurs, the District agrees to compensate those employees a minimum of two (2) hours at the employee's regular rate of pay. An employee will not be paid if the District gave reasonable notice of the emergency closure by radio, television, telephone, or electronically beforehand.
- g. Should it become necessary to maintain emergency closure status in the District after three (3) days of emergency closure in a fiscal year, the Superintendent shall meet with the Association and other district stakeholders as deemed necessary to develop an appropriate response plan to address staffing needs and compensation.



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## ARTICLE TBD - SAFETY

The District will follow applicable state and federal law regarding staff safety, including but not limited to: injury or harassment, access to behavioral plans, and/or safety training.

If an employee is aware of unsafe or unhealthy working conditions, the employee shall report such conditions in writing to the supervisor and District Safety Committee. (See Article 16 - Standing Committees).

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## **ARTICLE TBD - NONDISCRIMINATION & HARASSMENT/BULLYING**

*\*Removed from Article 6 Section E*

The District agrees that employees shall not be discriminated against by reason of race, color, creed, sex, sexual preference, national origin, political or religious affiliations, physical handicap, or activities associated with the employee's union.

The District agrees that employees who identify as members of a protected class shall not be discriminated against. Bargaining unit members who believe they are targets of discrimination, hazing, harassment, intimidation, menacing, bullying, or cyberbullying may be accompanied by a union representative when reporting to and engaging with the District in filing a report and addressing the issue through the District process for investigating and addressing discrimination concerns. Retaliation against any person who reports, is thought to have reported, files a complaint or otherwise participates in an investigation or inquiry is strictly prohibited by Board policy.

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## **ARTICLE 7 - OVERTIME, COMPENSATORY TIME, CALL-BACK TIME, ~~EXTRA DUTY COMPENSATION~~**

### A. Overtime

1. Bargaining unit employees shall be compensated at the rate of time and one-half (1½) in the form of pay or compensatory time off ~~at the discretion of the District~~ for overtime work in excess of eight (8) hours per day or forty (40) hours in any designated workweek. For the purpose of computing overtime, all time for which an employee is compensated, including paid leave, shall be credited as time worked.
  - a. **Classified staff who work twelve (12) months may be eligible to work four ten-hour (4/10) shifts when school is not in session. Each department supervisor will determine, based on workload and scheduling, whether the four ten-hour (4/10) work schedule will work for their department. All leave and holidays will be paid as eight (8) hours. Employees will coordinate with their supervisor to either take two (2) hours of paid leave or flex their schedule that work week to make up the time lost (these 2 hours are not eligible for overtime pay).**
2. Overtime shall be computed to the nearest quarter (.25) hour. Overtime pay shall be based on the actual number of hours on duty, except in the case of call back time.
3. **Overtime shall be assigned to a qualified staff on a voluntary basis, by a rotation system whenever possible. In the event that sufficient acceptable personnel do not voluntarily accept overtime, such additional personnel, as are deemed necessary by the District, shall be required to work overtime.**
4. Overtime is to be approved by the supervisor in advance. In the event of an emergency, approval may be given after the fact.

### B. Compensatory Time

1. Compensatory time off must be taken within the work year in which it is earned. If the District is unable to schedule such compensatory time off **by June 30th of each year within this period**, the employee shall be paid ~~upon request~~ in the employee's regular pay period. When comp time is earned as overtime, it will be compensated at the rate of time and one-half (1½).
2. Accrual and use of compensatory time are to be approved by the supervisor in advance. In the event of an emergency, approval to accrue compensatory time may be given after the fact. **A compensatory time log shall be maintained by the supervisor to record time accrued and taken by the employee.**
3. Employees must be permitted to use accrued compensatory time within a reasonable period after requesting time off, unless it would unduly disrupt the operations of the District.
4. ~~If employees have not been able to use their accrued compensatory time by June 30 of each year, they will have that time paid by the District in their last payroll check of the fiscal year, unless prior arrangements have been made to accrue the time.~~

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1. An employee may accrue up to a maximum of forty (40) hours compensatory time.

C. Call-Back Time

When a bargaining unit employee is called back to work, a minimum of two (2) hours paid time will be guaranteed.

D. Extra Duty Assignments Compensation *\*moved to new article*

1. The parties agree that the following conditions will be applied to the hiring and paying of bargaining unit employees who work at athletic and/or other extra-curricular functions. Examples of assignments include but are not limited to ticket takers, gatekeepers, scorekeepers, running game clocks, student supervision, security, dance chaperones, etc.
  - a. Classified employees do not qualify for overtime pay when working such assignments as described above because these assignments are considered occasional or sporadic, and are in a different capacity, as defined by the Fair Labor Standards Act.
  - b. Classified employees hired for extra duty assignments as described above shall be paid an hourly rate at least equivalent to Oregon's minimum wage of thirteen dollars (\$13.00). In no case will classified employees be paid less than other employees for these same duties.
2. Extra Duty coaching assignments will be offered to licensed employees first, and then to classified employees under the following conditions:
  - a. Coaching assignments should not regularly interfere with an employee's regular work duties.
  - b. Coaching assignments are routine in nature and are, therefore, subject to overtime which is defined as work in excess of forty (40) hours in any designated workweek, including holiday time.
  - c. The rate of pay for Extra Duty coaching assignments shall be at the discretion of the District, based on applicable wage and hour laws.

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## **ARTICLE TBD - EXTRA DUTY ASSIGNMENTS**

1. Classified employees will have equal consideration for District Extra Duty assignments as other Ashland School District employees.
2. The base compensation for Extra Duty assignments will be equivalent to that established in the Ashland Education Association Appendix: Extra Duty Assignments. The hourly compensation shall be no less than Oregon's minimum wage.
3. Extra Duty assignments will be completed outside of the employees normal work schedule. Should work on the extra duty assignment need to be completed during the employee's normal work hours, the employee will clock out of ~~from~~ their classified position and clock back in once the extra duty work has been completed.
4. Staff who must clock out of their regularly scheduled assignment to complete their extra duty assignment, may request flex time from their supervisor to make up any missed hours. Flex time must be pre-approved and completed the same work week. The District recognizes that employee participation in extra duty assignments benefits the community and district and will make efforts to accommodate flex time requests. Should flex time not be available, the employee shall have the option of using personal leave, vacation leave, compensatory time, or unpaid leave.
5. Unpaid leave used while on an extra duty assignment would not be included in the number of unpaid days used to calculate benefit status.

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## ARTICLE 8 - LAYOFF AND RE-EMPLOYMENT

### A. Pending Layoff Action

The District will notify the Association in writing, thirty (30) working days prior to pending layoff actions that will affect employees within the bargaining unit. The Association's representatives and District representatives will meet during the thirty (30) working day period to discuss alternatives to the layoff of employees in the bargaining unit. The purpose of such consultation shall be for the Association to offer alternative solutions and/or ensure the proper contractual implementation of such reductions. In unusual circumstances, both parties may mutually agree to waive the thirty (30) day waiting period.

### B. Layoffs

1. Whenever the District determines a need exists to reduce District staffing, the District may lay off bargaining unit employees based on seniority.
2. Layoffs shall be made in reverse order of seniority. The date of hire will determine seniority. EXAMPLE: The least senior employee in a classification shall be laid off first.
3. Seniority shall be defined as the length of continuous classified service, inclusive of approved leaves, within the District since the last date of hire. In the event that the seniority is the same, determination shall be by lot at the beginning of employment.
4. No permanent bargaining unit employees shall be laid off within a job classification until all retirees (1039), probationary, substitute, and temporary employees in such classification have been released.

### C. Re-Employment

No new permanent bargaining unit employees will be hired into classifications from which employees are laid off. Bargaining unit employees on the Layoff Re-Employment List will be offered available temporary positions. Refusal of such offer will not constitute removal from the Layoff Re-Employment List.

### D. Layoff Rules

1. If the District determines the need for reduction in its **workforce**, a written notice of not less than thirty (30) calendar days prior to the last day of work shall be provided to the Association and to the bargaining unit employees to be laid off. In unusual circumstances, both parties may mutually agree to waive the thirty (30) day waiting period.
2. The notice shall contain the effective date of layoff, displacement rights, if any, and re-employment rights. Bargaining unit employees who have been laid off shall be placed on a re-employment list for a period of twenty-seven (27) months.

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3. Offers of re-employment shall be made in reverse order of layoff as openings occur for which employees meet qualifications within their former classifications.
4. Bargaining unit employees scheduled for layoff may bump into any equal or lower classification in which they held permanent status provided they are more senior than the employee being bumped and are qualified to perform the current duties/responsibilities of the equal or lower classification as required. Example: Employee A has two (2) years seniority as a Secretary II and is laid off from the classification. That employee previously held permanent status as a Secretary 1 and was in the classification for five (5) years. Employee A bumps into a Secretary 1 classification. The employee's DISTRICT seniority as a Secretary 1 would be seven (7) years. Such combining would continue each time an employee is bumped into an additional equal or lower classification for which the employee is eligible.
5. Individuals on a Layoff Re-Employment list shall be notified in writing, sent by certified mail, return receipt requested, of an offer of re-employment and will have ten (10) working days to respond.
6. Failure to respond within the time specified or a refusal of comparable employment would cause the individual's name to be permanently removed from the re-employment list. Comparable employment shall be equal to 100% of the compensation level (including benefits) of the previous assignment prior to layoff.
7. An employee who is laid off and subsequently re-employed shall retain the seniority earned prior to the effective date of the layoff.
8. The District reserves the right to retain less senior employees where there are operational needs for special skills. Special skills will be mutually agreed upon by the District and the Association, on a case by case basis, at the time the operational need is identified.

#### **E.** Reduction of Hours

1. Whenever the District determines a need exists to reduce hours of work by more than one (1) hour, which will affect bargaining unit employees, the District agrees to notify the Association, in writing, of such pending actions. The District will consult with the Association for a maximum of thirty (30) working days. The purpose of such consultation shall be for the Association to offer alternative solutions and/or ensure the proper contractual implementation of such reductions. In unusual circumstances, both parties may mutually agree to waive the thirty (30) day consultation period.
2. After consultation with the Association, the District may implement a reduction in hours. In that event, affected bargaining unit employees will first be ranked in order of seniority. In order of seniority, and to the greatest extent possible, the District shall accommodate the preferences of any employee who may be transferred or reassigned in connection with a reduction in hours. Those preferences will be supplied to the District by means of a form mutually developed by the District and the Association to be completed by the affected employees. If the employee's

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preferences cannot be met, the District may implement an involuntary transfer for that employee.

The Association shall be entitled to have a designated representative at any meetings held regarding the implementation of reduction in hours. Such meetings shall be scheduled in a timely fashion at a mutually agreed upon time.

3. Bargaining unit employees who have had their hours reduced by more than one (1) hour shall be placed on the Reduction In Hours Re-Employment List for a period of twenty-seven (27) months. When the District determines that increased hours become available, bargaining unit employees shall be offered by seniority, the opportunity to regain the hours that have been previously reduced, provided that the new assignment does not interfere with their current duties.



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## **ARTICLE 9 - PERSONNEL AND WORKING FILES RECORDS**

The official personnel **file record** for every classified employee is maintained at the District Office. The personnel file shall contain records relevant to the employee's employment and shall be the sole repository of such materials. Working files may be maintained at the work location but are not considered to be an official record.

### **A. Personnel Files**

The personnel **files records** of any employee in the bargaining unit shall not have any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material or a statement by that supervisor that the employee has been shown the material and refused to sign or initial such information. The employee has the right to attach a statement to any information the employee considers to be incorrect or derogatory. Information not in compliance with this section shall not be used in any proceedings adverse to the employee. **An employee may request permission to view the employee's personnel file upon notice to the Superintendent or the Director of Human Resources. At no time shall the employee remove material from the employee's file. An employee may provide the Association with permission to access the employee's personnel file. Upon request, materials in personnel files may be removed after they have been in the file for three (3) years at superintendent discretion or as required in Oregon statute.**

~~B. An employee may request permission to view the employee's personnel file upon notice to the Superintendent or the Director of Human Resources. An employee may provide the Association with permission to access the employee's personnel file. At no time shall the employee remove material from the employee's file. The employee may request that certain documents be removed from the employee's file and destroyed. Said documents will be reviewed by the Superintendent or designated representative and if, in the opinion of the District, such material is irrelevant to the employment and the work of the employee, such documents will be withdrawn from the file and destroyed.~~

### **B. Working Files**

**Supervisor's working files shall be confidential. Members will be made aware of verbal notices and/or letters of direction placed in the supervisor's working file at the time they are placed in the working file. Members may review the contents of their working file upon request. Materials generated and placed in the working file will be properly dated. Upon request, materials in working files shall be removed after they have been in the file for three (3) years or as required in Oregon statute.**

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## ARTICLE 10 - GRIEVANCE PROCEDURE

### A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, a resolution to the grievance caused from the interpretation or application of this Agreement. The proceedings will be kept confidential and as informal as appropriate at any level of the procedure.

### B. Definitions

1. Grievance: A claim by an employee, a group of employees or classification, or the Association, that names at least one or more employees, that there has been a violation, misinterpretation, or misapplication of this Agreement.
2. Grievant: An employee, group of employees or classification, or the Association.
3. Days: Regular District business days.
4. Representative: One who may speak for and/or advise the grievant.
5. Immediate supervisor: One who has direct administrative or supervisory responsibilities over the grievant.
6. Worksite Level: A grievance that originates at the worksite or department level.
7. District Level: A grievance that does not originate at the worksite or department level.

### C. Grievance Guidelines

1. The grievant must be present or represented at all steps of the procedure. The grievant may be represented by a person or persons of their choice at any step of the grievance procedure. Should the grievant choose to represent oneself, the following requirements shall apply:
  - a. Any employee covered by this Agreement may file a grievance directly and have such grievance adjusted without intervention by the Association, as long as the adjustment is made prior to arbitration and is not inconsistent with the terms of this Agreement. The employee may provide to the Association any copies of the grievance form and any responses by the District, with all accompanying documentation.
  - b. Prior to any grievance adjustment, the Association shall be provided with a copy of the proposed resolution for review and be given five (5) **working** days to respond.
  - c. The Association shall be given the opportunity to be present at the adjustment, pursuant to ORS 663.015.

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- d. The Association has the sole authority to appeal a grievance to arbitration.
2. The number of days indicated at each level shall be considered maximum.
3. The time limits may be extended by mutual consent in writing by the parties involved at any level.
4. A grievance shall be considered resolved at any level when the grievant fails to request further consideration of the grievant's grievance at the next level within the time limits specified in these procedures. Failure at any level of this procedure to communicate the decision of a grievance in writing within the specified time limits shall permit the grievant to proceed to the next level.
5. Each grievance shall be initiated within ten (10) working days after the occurrence of the cause of the complaint. However, if the grievant did not become aware of the occurrence until a later date, the grievant must then initiate action within ten (10) working days following the grievant's grievant's first knowledge of the cause. **Timelines may be extended by mutual agreement.** In failing to thus initiate action, **they he/she** shall be considered to have abandoned the grievance.

D. Levels of Grievance Procedure (See chart in Appendix B)

1. Level 1 – Informal

Any grievance arising out of the interpretation of the terms of this Agreement shall first be discussed informally with the objective of solving the matter at the lowest possible level. In the case of a grievance that originates at the worksite level, the grievant shall meet with the immediate supervisor. In the case of a grievance that originates at the District level, the grievant shall meet with the Director of Human Resources. This informal level meeting shall occur within ten (10) working days of the **grievance submission grievant's knowledge of the violation**. The grievant may be accompanied by an Association representative at this meeting. The grievant shall specify the relief or remedy sought at this level. The immediate supervisor or Director of Human Resources shall communicate the decision within ten (10) working days to the grievant with a copy to the Association. The Association shall be allowed to exhaust informal discussions before the filing of any formal grievance without affecting grievance timelines.

2. Level 2 - Formal

If the grievant is not satisfied with the disposition of the grievant's grievance at Level 1, the grievant may file a written grievance with the immediate supervisor (worksite level) and/or the Director of Human Resources (District level) within ten (10) working days following the decision at Level 1. This grievance shall be in writing and shall set forth the grounds upon which the grievance is based, the contract clauses involved, the remedy requested, and the reason the remedy at Level 1 was unacceptable. **Grievance form in Appendix \*TBA\* may be used.** The Level 2 Formal Grievance meeting shall take place within ten (10) working days from the date the supervisor or Director of Human Resources receives the grievance. The supervisor may attend the meeting regardless of whether the appeal was filed with the

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supervisor. The immediate supervisor or the Director of Human Resources shall communicate in writing their decision in writing within ten (10) working days following the grievance meeting to the grievant, with a copy to the Association.

3. Level 3

If the grievant is not satisfied with the disposition of the grievance at Level 2, the grievant may appeal the decision to the Superintendent or the designee within ten (10) working days of receipt of the decision rendered at Level 2. This grievance shall be in writing and shall set forth the grounds upon which the grievance is based, the contract clauses involved, the remedy requested, and the reason the remedy at Level 2 was unacceptable. The Level 3 grievance meeting shall take place within ten (10) working days from the date the Superintendent or designee receives the written grievance appeal. The Superintendent or designee shall communicate in writing within ten (10) working days of the receipt of the Level 3 meeting. The Superintendent or designee at their option may schedule a hearing on the matter. If so, written notice of the time and place of the hearing shall be provided to the grievant and the Association at least ten (10) working days prior to the hearing. Attendance at the appeal hearing shall be restricted to the grievant, designated representatives and relevant witnesses, **unless a request by the grievant for additional parties is granted by the hearing officer.** Within ten (10) working days of the hearing or review, the Superintendent shall communicate to the grievant and the Association the written decision which shall include supporting reasons, therefore.

4. Level 4

If the grievant is not satisfied with the disposition **of the grievant's grievance** at Level 3, the grievant may appeal the decision to the School Board within ten (10) working days of receipt of the decision rendered at Level 3 **or skip Level 4 and proceed to Level 5.** The School Board shall schedule a grievance hearing at their next scheduled meeting. Written notice of the time and place of the hearing shall be provided to the grievant and the Association at least ten (10) working days prior to the hearing. Attendance at the appeal hearing shall be restricted to the grievant, the grievant's designated representatives and relevant witnesses, **unless a request by the grievant for additional parties is granted by the hearing officer.** Within **ten (10) fifteen (15)** working days of the hearing, the School Board shall communicate to the grievant and the Association their written decision which shall include supporting reasons, therefore.

5. Level 5

- a. If the grievant is not satisfied with the School Board's decision **and has skipped Level 4,** the Association may appeal the decision to arbitration within ten (10) working days.

**If the grievant is not satisfied with the School Board's decision, the Association may appeal the decision to arbitration within ten (10) working days.**

Key: **New Language** **Removed Language** **Housekeeping**

- b. Within ten (10) working days of filing the appeal, the Association shall request from the Employment Relations Board a list of five arbitrators. The selection of the arbitrator shall be in accordance with ERB procedures.
- c. The parties and the arbitrator shall follow the rules provided by the American Arbitration Association.
- d. The decision of the arbitrator shall be rendered within thirty (30) days and be binding on all parties involved.
- e. Any costs of arbitration shall be shared equally by the Association and the District.

Key: **New Language** **Removed Language** **Housekeeping**

## ARTICLE 11 - COMPENSATION

- A. Effective July 1, **2021** **2024**, each cell of the **2020-21** **2023-24** classified salary schedule for the specified classifications shall be increased by the dollar amount specified in the chart below. After the targeted dollar amount is applied, each cell of the 2023-24 classified salary schedule shall be increased by **2.25%** **four (4.00%)** for all classifications other than the specified groups below, which shall be increased by \$1 or \$1.25, as indicated in the chart.

Eligible employees shall receive a one-step advancement on the classified salary schedule on July 1 each year during the term of this Agreement.

<b>Positions receiving \$1.25 increase</b>	<b>Positions receiving \$1.00 increase</b>
Education Assistant	Youth Advocate
EA – Media Asst	Crossing Guard
EA - SPED-I	Bus-Wait and Training Time
EA – SPED-II	Asst Head Custodian – AMS & AHS
EA – Site Based	Head Custodian (K-12)
	Lead Custodian
	Food Service
	Cafeteria Manager
	Maintenance-I
	Maintenance-II
	Maintenance-III
	Maintenance - HVAC
	Maintenance – Electrician
	Office Mgr – Elementary & Athletics

<b>2024-25 Targeted Raises</b>	
<b>Classification</b>	<b>Targeted Raises</b>
Custodian	\$1.00
Assistant Head Custodian - AMS & AHS	\$1.00
Head Custodian - Elementary & AMS	\$1.00
Head Custodian - AHS	\$1.00
Lead Custodian	\$1.00
Food Service Worker	\$1.00

The following classifications will be removed from the salary schedule: **Bus - Wait and Training**, **Bus Driver - Standby**, **Bus Driver - Maintenance Rate**, **Bus Driver - Relief**, **Custodian - Bus**, **Library Manager**, **Computer Lab Coordinator**, and **Network Technician**.

Effective July 1, 2022, each cell of the 2021-22 classified salary schedule shall be increased by 2.5% and all eligible employees shall receive normal step advancement.

Effective July 1, 2023, each cell of the 2022-23 classified salary schedule shall be increased by 2.5% and all eligible employees shall receive normal step advancement.

Key: **New Language** **Removed Language** **Housekeeping**

B. Funding

The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures, adequate sources of revenue and, in certain circumstances, by a vote of the citizens.

The parties recognize that revenue needed to fund the compensation provided by this Agreement is contingent upon the state funding and distribution formula, plus other District revenues as allowed and provided for by law. The District agrees to budget annually the full amount necessary to fund this Agreement. In the event the District, through no fault of its own, is unable to meet the financial obligations set forth herein during the life of this Agreement, the parties may re-open this Agreement to negotiate wages and/or hours. It would be the goal of these negotiations to find creative solutions to revenue shortfalls prior to reducing wages or laying-off any bargaining unit members. If the District should receive significantly increased funds, the District shall bargain with the Association in prioritizing the funds. "Significant increase" shall be defined as any unanticipated general fund **State School Fund formula** revenue received by the District in excess of **8% 10% of total general fund resources of the fiscal year then in session**

C. Longevity

**For the 2021-22 school year, employees who have completed eight (8) years of continuous service within the District become eligible for longevity pay. Longevity pay will be included in the employee's hourly wage rate and computed in the following manner: A schedule will be created for all employees eligible for longevity and on step 8. Year one will be calculated using the following formula: years of service beyond seven x .0076 = increase times hourly rate. Each additional year will be increased by .74%. See schedule in Appendix D-1.**

The anniversary date of longevity pay will be July 1 of each year with credit being granted for service performed prior to January 1 of the previous school year.

Employees that qualify for longevity pay and are employed in December also receive a \$100 bonus in their December paycheck.

**Effective July 1, 2022 the following longevity pay formula shall apply:**

1. Employees Receiving Longevity Pay for the First Time on or After July 1, 2022

Employees who have completed eight (8) years of continuous service within the District become eligible for longevity pay. Annual longevity pay will be paid according to the table below, starting at the beginning of Year 9:

Years of Svc	12 Month		11 Month		10 Month	
	6+ Hrs	4+ Hrs	6+ Hrs	4+ Hrs	6+ Hrs	4+ Hrs
Years 9-13	1000	500	917	458	833	417
Years 14-19	2400	1200	2,200	1,100	2,000	1,000
Years 20-25	4000	2000	3,667	1,833	3,333	1,667
Years 26+	5000	2500	4,583	2,292	4,167	2,083

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The annual longevity pay provided in the table above shall be included in the employee's hourly rate of pay and calculated by dividing the employee's annual longevity pay provided in the table by the employee's annual hours of work and added to the hourly rate of step 8. An example is shown below for calculating an employee's rate of pay with longevity:

(Hourly base Wage at Step 8 + COLA) + hourly longevity pay = Employee's Hourly Rate.

The Employee's Hourly Rate of Pay, as calculated above, shall be used for calculating overtime pay, paid leaves, and other calculations requiring the employee's hourly rate of pay.

An employee's longevity pay shall increase or decrease based on the employee's movement in the table above.

2. Employees Who Received Longevity Pay Prior to July 1, 2022

a. Memorialized Longevity Pay Becomes Part of the Employee's Regular Hourly Wage

Employees who received longevity pay prior to July 1, 2022, using the formula provided in the 2015-2018 CBA, shall retain any longevity pay earned up until July 1, 2022. That longevity pay shall be established as an annual amount referred to as the "Memorialized Longevity Pay." The Memorialized Longevity Pay shall be included in the employee's regular hourly rate of pay through the end of employment.

Effective July 1, 2022, employees with Memorialized Longevity Pay shall be placed on the personalized Memorialized Longevity Pay Scale found in Appendix D-2 & D-3. The Memorialized Longevity Pay Scale reflects the employee's Memorialized Longevity Pay as an annual amount and as an hourly amount that is included in the employee's regular hourly rate of pay.

An employee on the Memorialized Longevity Pay scale who moves positions, changes work schedules, or has an increase/decrease in hours of work, shall not suffer a loss in their annual Memorialized Longevity Pay or a decrease in the hourly rate of pay in Appendix D-2 & D-3.

COLA's shall be applied to the hourly rate of pay on the Memorialized Longevity Pay Scale.

b. Employees with Memorialized Longevity Pay Only Receive Additional Longevity Pay When the Annualized Amount of Longevity Pay in the Table Above Exceeds Their Memorialized Longevity Pay.

Effective July 1, 2022, employees with Memorialized Longevity Pay shall only receive additional longevity pay when the annualized longevity pay provided in the table above exceeds their annual Memorialized Longevity Pay in Appendix D-2 & D-3.



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The employee's annual Memorialized Longevity Pay will be deducted from the annualized longevity pay provided in the table above and the remaining balance will represent the increase in the employee's annual longevity pay. The increase shall be added to the employee's hourly rate of pay and calculated by dividing the increase in longevity pay by the employee's annual work hours. The additional longevity pay will be added to the employee's hourly rate after any applicable COLA.

If the employee's Memorialized Longevity Pay is more than the amount in the above table, there will be no increase in longevity pay until the

employee advances to a tier in the above table where the annualized longevity pay in the table exceeds their Memorialized Longevity Pay.

Employees who do not receive longevity increases shall continue to receive COLAs applied to their hourly rate of pay in Appendix D-2 & D-3.

#### Demonstrative Example A:

Employee A is a 12-month, 8-hour employee with 11 years of service and an annual Memorialized Longevity Pay amount of \$1200. The annual longevity amount in the table above is \$1,000. Because that is less than Employee A's Memorialized Longevity Pay, Employee A does not receive any additional longevity pay until Employee A starts Year 14 of service. At the start of Year 14, the annual amount in the longevity table increases to \$2400. As a result, Employee A will receive an increase that is equal to the difference between the amount in the table and their Memorialized Longevity Pay:

$$\$2,400 - \$1,200 = \$1,200.$$

Employee A will receive an additional \$1,200 in annual longevity pay that is calculated as an addition to Employee A's hourly rate of pay. Assuming Employee A works 2,088 hours annually, then Employee A's rate of pay increases accordingly:

$\$1,200 \div 2,088 \text{ hours} = \$0.57 \text{ per hour}$ . This amount will be added to Employee A's hourly rate of pay provided in the Memorialized Longevity Pay Scale in Appendix D-2 & D-3.

#### Demonstrative Example B:

Employee B is an 11-month, 4.5-hour employee with 22 years of experience and an annual Memorialized Longevity amount of \$1700. The annual longevity amount in the table above is \$1833. Because this is more than Employee B's Memorialized Longevity Pay, Employee B will receive additional longevity pay that is equal to the difference between the two:

$$\$1833 - \$1700 = \$133.$$

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Employee B will receive an additional \$133 in longevity pay that is calculated as an addition to Employee B's hourly rate of pay. Assuming Employee B works 935 hours annually, then Employee B's rate of pay increases accordingly:

$\$133 \div 935 \text{ hours} = \$0.14 \text{ per hour}$ . This amount will be added to Employee B's hourly rate of pay provided in the Memorialized Longevity Pay Scale in Appendix D-2 & D-3.

3. Employees with 25 years of Service Retain Longevity Under Former Longevity System

The following employees with 25 years of service with the District shall retain and continue to receive longevity pay using the longevity formula provided in the 2015 – 2018 CBA, and outlined below, through June 30, 2025:

Longevity pay will be included in the employee's hourly wage rate and computed in the following manner: A schedule will be created for all employees eligible for longevity and on step 8. Year one will be calculated using the following formula: years of service beyond seven x .0076 = increase times hourly rate. Each additional year will be increased by .74%. See schedule in Appendix D-4.

- Terri Baker
- Abdi Guled
- Terry Myers
- Brad Cummings
- Sean Shawn Grimmesey
- Donnie Albert
- Nancy Steele

After June 30, 2025, the employees listed above will not receive any additional longevity pay but shall retain the longevity pay they have earned using the calculation provided above.

These employees shall continue to receive COLAs applied to their hourly rate of pay, inclusive of longevity pay.

D. Public Employees Retirement System

The District shall assume and pay a 6% average monthly employee contribution to the Public Employees Retirement Fund for the bargaining unit members participating in P.E.R.S. Such district contributions to P.E.R.S. shall continue for the term of this Agreement.

E. Transportation Rate of Pay

All wait time, training time, standby time, and drive time will be compensated at the driver's hourly rate. Exception: For overnight trips, eight (8) hours will be deducted for sleeping time.

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F. Transportation Pre-Trip and Post-Trip

Pre-trip: Bus drivers shall receive twenty (20) paid minutes for the pre-trip bus inspection.

Post-trip: Bus drivers shall receive an additional twenty (20) paid minutes for the post-shift clean up and lock up process.

G. Route Gaps

If there is one (1) hour or less between the employee's route runs or assignment(s), the driver shall be compensated **at their normal wage. as follows:**

- 1. Route(s) will be compensated at their normal wage rate.**

Key: **New Language** **Removed Language** **Housekeeping**

## ARTICLE 12 - HOLIDAYS

### A. **12-Month Bargaining Unit Employees**

Twelve-month bargaining unit employees will receive the following twelve (12) paid holidays per year:

- INDEPENDENCE DAY
- LABOR DAY
- INDIGENOUS PEOPLE'S DAY
- VETERANS DAY
- THANKSGIVING DAY
- DAY AFTER THANKSGIVING
- Day prior to or following CHRISTMAS (at district's discretion)
- CHRISTMAS DAY
- NEW YEARS DAY
- DR. MARTIN LUTHER KING, JR. DAY
- PRESIDENTS DAY
- MEMORIAL DAY
- **JUNETEENTH**

### B. **9-Month Bargaining Unit Employees**

All bargaining unit employees with a work calendar of nine (9) full months or more, September through June, but less than twelve (12) full months, on a regular basis, will receive paid holidays prorated according to the time worked. The following holidays shall apply if they fall within the employee's scheduled work periods:

- LABOR DAY
- INDIGENOUS PEOPLE'S DAY
- VETERANS DAY
- THANKSGIVING DAY
- DAY AFTER THANKSGIVING
- Day prior to or following CHRISTMAS (at district's discretion)
- CHRISTMAS DAY
- NEW YEARS DAY
- DR. MARTIN LUTHER KING, JR. DAY
- PRESIDENTS DAY
- MEMORIAL DAY
- **JUNETEENTH**

- C. In order to be eligible for paid holidays, the employee must have worked the last scheduled workday before and the first scheduled workday after the holiday or have been on authorized leave with pay.
- D. An employee who is assigned to work on a holiday will be paid one and one-half (1½) times the employee's regular rate of pay in addition to the employee's regular holiday pay. The District shall guarantee a minimum of two (2) hours at time and one-half pay.

Key: **New Language** **Removed Language** **Housekeeping**

## ARTICLE 13 - LEAVES

Leaves in this Article shall be available to all bargaining unit employees unless otherwise identified in the Article. All leave requests shall be approved or denied within two (2) weeks of submission if possible. If there is no response by the employee's supervisor after two (2) weeks, the leave will be considered approved.

Supervisors will be responsible for scheduling leaves and will facilitate communication with employees to maintain consistency and to ensure clear understanding of scheduling procedures and options available to employees.

### A. Vacation

Bargaining unit employees who work on a twelve (12)-month calendar will be eligible to receive paid vacation. Bargaining unit employees who work less than twelve (12) months per year (i.e., 10 months) do not earn paid vacation.

The District will consider the preference of the employee in the scheduling of vacation leave.

#### Vacation Accrual

Paid vacation leave shall accrue on the following basis for full-time employees who work a twelve (12)-month calendar:

<b>Service Time</b>	<b>Annual Accrual</b>	<b>Maximum Accrual</b>
1st year of Employment	8 days (64 hours)	8 days (64 hours)
1 - 8 years	12 days (96 hours)	19 days (152 hours)
9-15 years	15 days (120 hours)	24 days (192 hours)
16 years & over	20 days (160 Hours)	32 days (256 Hours)

<b>Service Time</b>	<b>Annual Accrual</b>	<b>Maximum Accrual</b>
Less than 1 year	8 days (64 hours)	8 days (64 hours)
1 - 5 years	10 days (80 hours)	16 days (128 hours)
6-10 years	12 days (96 hours)	19 days (152 hours)
11-15 years	15 days (120 hours)	24 days (192 hours)
16-20 years	17 days (136 hours)	27 days (216 hours)
21 years & over	20 days (160 Hours)	32 days (256 Hours)

1. Employees working a twelve (12)-month calendar who work less than eight (8) hours per day will accrue vacation leave in direct proportion to full-time equivalency. A "day" equals their daily contracted work hours.
2. Vacation leave will be **front-loaded on** accrue on a monthly basis using July 1<sup>st</sup> as the annual accrual date. The District will front load five (5) days of vacation on July 1 for staff who have been employed for at least one year and have less than five (5) accrued vacation days on May 15.

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3. Vacation leave shall not exceed the maximum accrual at the end of **each fiscal year** **any pay period**. Once an employee has reached the maximum accrual the employee will not accrue additional vacation until the balance falls below the maximum.

Employees are encouraged to proactively schedule vacation with their supervisors in order to avoid this occurrence. A new employee must successfully complete the employee's six (6)-month probationary period before the employee may use accrued vacation leave. At the completion of the probationary period, the employee will be credited with vacation accrual.

4. Employees are encouraged to take their vacation in full week or full day increments but may use accrued vacation in one-hour increments.
5. Vacation leave shall accrue during any paid leave of absence.
6. Upon termination of employment, an employee shall be paid for accrued unused vacation, providing the six (6)-month probationary period is completed.

#### Vacation Selection

Schedules for vacations shall be coordinated and approved by the supervisor, based on efficient operation of the District. Supervisors will encourage employees to utilize accrued vacation in order to maintain a positive and healthy workforce.

When two or more employees simultaneously request the same vacation dates, the request from the employee with the highest seniority will be considered first.

When vacation has been approved for an employee and an employee with higher seniority subsequently applies for the same vacation dates, the request of the employee with higher seniority shall not supersede the first employee's request. **In this circumstance, vacation** **Vacation** requests that have been denied by the supervisor may be appealed to the Director of Human Resources and are not subject to the grievance procedure.

#### B. Sick Leave

Sick leave or absence with pay due to illness or injury shall be granted to school employees to protect the health and welfare of both employees and students. Employees are encouraged to use their sick leave when they are ill to enable them to regain and remain in good health.

When possible, employees should notify supervisors of prearranged medical procedures at least five (5) working days in advance.

#### Sick Leave Accrual

Bargaining unit employees will accrue sick leave at the rate of one day for each full calendar month of service completed. Ten (10)-month employees will be eligible for ten (10) days of accrual annually. There is no maximum accrual for sick leave. It will remain available to the employee while the employee is employed by the District.

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1. Unused sick leave shall not be compensated for in any way at the time of termination of employment except as stated in Article 15 of this Agreement; Supplemental Retirement.
2. An employee may utilize unused sick leave accrual upon retirement in accordance with benefits provided by PERS and appropriate legislation.
3. A new employee may elect to transfer unused sick leave from a former Oregon district in accordance with ORS 332.507(4).

#### Sick Leave Utilization

**Bargaining unit employees may use sick leave for reasons allowed pursuant to ORS 653.616, including** ~~Bargaining unit employees may utilize their allowance of sick leave.~~

1. **For an employee's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or need for preventive medical care.**

~~When unable to perform work duties by reason of illness or injury;~~

~~For necessary personal medical, dental care, or vision care;~~

2. **For care of a family member or child with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventive medical care.**

~~For serious illness in the immediate family;~~

3. Exposure to contagious disease under circumstances by which the health of students, fellow employees or the public would be potentially affected by attendance of the employee; and
4. Under the Federal and State Medical Leave Acts (FMLA and OFLA).

Employees may use sick leave in minimum fifteen (15)-minute increments.

Sick leave for duration of more than five (5) consecutive work days may require a certificate from the employee's attending physician or health practitioner that the employee is able to return to work; ~~or that the illness or injury prevents the school employee from working.~~

**Sick leave for duration of more than five (5) work days within any 30 day period may require a certificate from the employee's attending physician or health practitioner that the illness or injury prevents the school employee from working**

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New employees in probationary status will be permitted to use accrued sick leave during their probationary period.

#### **Immediate Family**

**Immediate family is defined as any member of the employee's, spouses, or domestic partner's parents, children, stepchildren, grandchildren, brothers, sisters, stepbrothers, stepsisters, grandparents, and loco-in-parentis relationships.**

**A family member is any of the following: Your spouse or domestic partner. Your child (biological, adopted, stepchild, or foster child), your spouse or domestic partner's child, or the child's spouse or domestic partner.**

- 1. A spouse or domestic partner;**
- 2. A child of a covered individual or the child's spouse or domestic partner;**
- 3. A parent of a covered individual or the parent's spouse or domestic partner;**
- 4. A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;**
- 5. A grandparent of a covered individual or the grandparent's spouse or domestic partner;**
- 6. A grandchild of a covered individual or the grandchild's spouse or domestic partner;**
- 7. Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.**

#### **Leave Without Pay/Layoff**

Sick leave shall not accrue during any period of leave of absence without pay or layoff; however, the returning employee shall have the previously accrued sick leave restored upon return to employment from such approved period of leave.

#### C. **District Paid Family Sick Leave**

Bargaining unit employees shall receive up to three (3) days leave per year with pay for the illness of an immediate family member. Paid Family Sick Leave will accrue on July 1st each year and will expire on June 30th.

Employees in a probationary status will not be permitted to use Paid Family Sick Leave until they have successfully completed the six (6) month probationary period. Accrued paid family sick leave will be credited to the employee upon successful completion of the probationary period.



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D. Unpaid Family Sick Leave

Unpaid Family Sick Leave shall be granted in accordance with the Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA).

E. Personal leave

Bargaining unit employees are provided with three (3) days of paid personal leave to care for matters of a personal or business nature which cannot be done other than during working hours.

When possible, personal leave should be requested at least five (5) working days in advance of the time off. The supervisor/administrator should approve or deny such requests within two (2) working days of receipt of the request. Involuntary absences occasioned by personal business of an emergency nature may be excused if application is made within five (5) working days upon return to work.

1. Personal Leave may not be used to serve as a witness against the District.
2. After completion of the probationary period, Personal Leave will be prorated for the remainder of the first year based on the three (3) days allowed per school year.
3. Employees are encouraged to take Personal Leave in full day or half-day increments but may take leave in minimum one (1) hour increments. Exceptions will be made for employees with less than one (1) hour left in their shift.
4. Unused Personal Leave is not cumulative from one (1) year to the next and is automatically canceled upon termination of employment.
5. Request for Personal Leave shall be submitted electronically, using the appropriate district system.
6. Personal Leave shall be coordinated and approved by the supervisor, based on efficient operation of the District/worksite. **If efficient operation of the district would not be compromised as determined by the supervisor, then when** ~~When~~ two or more employees request the same Personal Leave date(s), consideration shall be made on a first-come, first-served basis. **When two or more employees simultaneously request the same Personal Leave date(s), the request from the employee with the highest seniority will be considered first.**
7. At the end of the fiscal year, the District will pay each eligible classified employee working for unused personal days, according to the chart below. The number of unused personal days and the amount paid will be adjusted proportionally for employees by FTE. Payment will be no later than the August payroll.

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% of allowed personal days not used	Unused personal days, based on 1.0 FTE	Amount paid, based on .50 to 1.0 FTE	Amount paid, based on .49 FTE or less
100%	3	\$150	\$100
67% - 99%	2 – 2.99	\$75	\$60
33% - 66%	1 – 1.99	\$25	\$20
Less than 33%	0 – 0.99	\$0	\$0

F. **District** Bereavement Leave

Up to three (3) days leave with pay shall be authorized in the event of death of any member of the employee's, spouses, or domestic partner's immediate family as defined in the section "Family." Immediate family includes the employee's spouse or domestic partner or the employee's, the employee's spouse's or domestic partner's, parents, children, stepchildren, grandchildren, brothers, sisters, stepbrothers, stepsisters, grandparents, and loco-in-parentis relationships.

1. Bereavement leave may be used in half-day increments.
2. Upon request, two (2) additional paid bereavement days may be authorized.
3. Any requested time off in excess of five (5) days will be deducted from accrued sick leave or other paid leave.
4. The employee will make a reasonable effort to notify the supervisor of the need for the additional time in advance of the absence, when possible.
5. Requests for bereavement leave to attend the funeral of someone not defined in this section may be granted at the discretion of the Superintendent.
6. The District shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leave. The paid bereavement leave in this section shall run concurrently with leave under OFLA.

7. The definition of "family members" under OFLA is different than the definition of "immediate family" under this section. The additional leave provided under OFLA will only apply to family members defined under the law.

G. Legal Leave

Bargaining unit employees will be granted leave with pay for jury service. Employees on jury duty should advise the court that they are on paid leave from their employer and should receive no compensation from the court.

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Employees who are subpoenaed regarding school related business, shall receive their regular wage while officially attending to district related legal matters.

1. This provision excludes any court appearance when an employee is the litigant in a case brought against the District or related to a personal legal/litigation matter. Employees may use personal leave, accrued leave, or accrued compensatory time for all personal legal matters.

Employees called for Jury Duty are expected to call or use the jury duty website the evening before to see if they are required for jury duty. If they are not required for duty, they must report to work.

If an employee is required to appear in person for 2 hours or more on any given day, they are not expected to return to work that day and should provide a time stamp indicating their departure from jury duty to their supervisor.

Upon being excused from jury service during any day, an employee will immediately contact the employee's supervisor and advise the supervisor of the employee's availability to return to work.

#### H. Unpaid Leave

At the District's discretion, unpaid leaves of up to twelve (12) months may be allowed. Requests for an unpaid leave will be made in writing and will state the reason for the request. An employee must exhaust all applicable paid leave prior to requesting unpaid leave, which may or may not be granted by the supervisor. An employee may request additional unpaid leave.

Denial of an unpaid leave may be appealed to the Board. The Board's decision will be final.

Upon returning to the District following an unpaid leave, the employee will be placed in a position in the same classification with the same hours and on the same step on the salary schedule.

An employee on unpaid leave is subject to the terms and conditions of employment as stated in this Agreement. An unpaid leave may result in the employee assuming the cost of the employee's insurance premium.

#### I. Parental Leave

Parental Leave shall be granted in accordance with Oregon **statute** **Statutes ORS 659.360-659.370**

#### J. Professional Leave

The Superintendent **or designee** may authorize absences of bargaining unit employees for professional purposes with full pay for such events as occasional visiting of other school systems, active participation by Ashland employees in professional programs,

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other professional opportunities which will be likely to extend the outlook and improve the service of the employee and benefit the District.

Bargaining unit employees are to be encouraged to participate in professional events that may provide professional development as agreed upon by the employee and the employee's supervisor.

1. Professional development opportunities outside regularly scheduled hours must be agreed on in advance.

2. For approved professional development opportunities scheduled outside of the employees regularly scheduled hours, the employee can opt to use overtime, compensatory time, or flex time.

The employee will make a written request to the Superintendent for the authorization at least ten (10) working days in advance of the event.

3. The language in Article 18 relating to district travel, meals, and lodging will apply to authorized professional leave as appropriate.

K. Additional Leave

At the Superintendent's discretion, the Superintendent may authorize paid leave under conditions of emergency, hardship, or benefit to the District.

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## ARTICLE 14 - INSURANCE

The Ashland School District is self-insured and provides employees with comprehensive medical, dental and vision coverage. In order for the self-insurance program to be financially beneficial for employees and the District, it is important that employees be well-informed about plan design. Additionally, employees should be aware that insurance rates are impacted by plan design, claims, stop-loss insurance and administrative rates.

To that end, the District has established an Insurance Committee that represents all employee groups in the District. The role of the Insurance Committee that represents all operations related to the District's self-insured program is to collaboratively review any savings or increased expenses, and to consider any changes in plan design and employee contributions. The Association shall have four (4) voting members on the Insurance Committee. Each committee member shall have one vote.

A non-probationary bargaining unit employee hired to work thirty (30) hours per week or more, nine (9) months or more per year, shall have access to health insurance benefits as enumerated in Section A for the employee and dependents. Bargaining unit employees who work twenty (20) hours per week or more, but less than thirty (30) hours per week on a nine (9) month basis or more per year, shall be eligible for "employee only medical only," paid by the District

- A. The employee and district will pay the following portions of the monthly premiums for present insurance benefits, Family Medical, Dental and Vision as follows:

	<u>Employee</u>	<u>District</u>
Employee Only	0%	100%
Employee Plus Child(ren)	9%	91%
Employee Plus Spouse	11%	89%
Employee Plus Family	10%	90%

In no case shall the employees be held responsible for any premium increases greater than \$25 per month in a given year in any category.

- B. Changes may be made on an annual basis, based on insurance renewal dates. Currently, changes can be made in the month of November each year and become effective the following January.
- C. "Employee only" coverage will be guaranteed at no cost for the duration of this Agreement.
- D. Any increase in premiums for these coverages, after the insurance renewal date, in a single insurance year shall be paid by the District.
- E. When a benefit-eligible employee is hired on or before the fifteenth (15th) of the month, insurance coverage will commence on the first (1st) day of the following month. When a benefit-eligible employee is hired after the fifteenth (15th) of the month, insurance coverage will commence on the first (1st) day of the following month, so that coverage for benefit-eligible employees will begin within thirty (30) days from the date of the first day of service.
- F. The District shall continue to provide a Section 125 Plan that includes the following:

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1. A pre-tax option for insurance premiums;
2. A flexible spending account for unreimbursed medical health expenses; and
3. A flexible spending account for dependent care.

The District will continue to make supplemental insurance available for purchase at the discretion of the employee.

- G. Opt-Out—Employees who have medical coverage through another source may opt-out of the District-provided medical, prescription, dental, and vision coverage by providing to the District proof of coverage. The District will then provide the employee with a taxable benefit in the amount of \$200.00 per month. The employee may opt-out at open enrollment or during a qualifying life event. Employees who have medical, prescription, dental, and vision coverage under another Ashland School District employee, do not qualify for this opt-out benefit.
- H. Any currently insured employee who retires and is ineligible for the District supplemental retirement, may elect within sixty (60) days after the employee's effective date of retirement, to access "medical only" insurance coverage for the employee and the employee's spouse and dependent children, if any, until the employee is eligible for Medicare. Only the individuals covered by the group medical insurance at the time of the employee's retirement will have access to the District insurance. Such medical coverage shall be the same as that provided to current employees as enumerated in this Article. The employee shall be responsible for the full payment of such coverage. When the retiree's medical coverage is terminated, access to medical insurance shall be made available for the spouse/domestic partner of a retired employee until the spouse/domestic partner becomes eligible for Medicare. The child of a retiree shall have access to medical insurance until the child reaches age 26. The District will not pay any of the costs of medical insurance for the retiree's dependents.

~~I. In order to assist employees who currently use tobacco products, the District will fund 100% of the cost of one cessation program and 75% of the cost of a second program comparable to the cost of those at Ashland Community Hospital, Rogue Valley Medical Center, and Providence Medford Medical Center.~~

I. Long-Term Disability Insurance

Eligible Employees will pay the entire monthly premium for long-term disability insurance through payroll deduction. ~~This provision is effective upon an agreement by the Ashland Education Association (AEA) to add the classified employee bargaining unit to their long-term disability insurance plan.~~

Eligible is defined as: Classified employees working 20 hours or more per week. Participation is NOT optional.

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## ARTICLE 15 - SUPPLEMENTAL RETIREMENT

A. Bargaining unit employees who retire from Ashland School District with fifteen (15) years of continuous service shall be paid a bonus in recognition of the employee's years of service equivalent to \$4.00 for each hour of accumulated sick leave at the time of retirement.

B. Supplemental retirement provides for the continuation of medical insurance benefits for those bargaining unit employees choosing to retire. The Board will make this option available for all eligible classified employees for the duration of this Agreement under the following conditions:

1. The employee must be one-half ( $\frac{1}{2}$ ) time or more throughout their employment with the District;
2. Employees hired prior to July 1, 1993, must have been a continuous classified employee (inclusive of paid leaves) of the District for fifteen (15) years or more.

Employees hired on or after July 1, 1993, and before July 1, 2000, must have been a continuous classified employee (inclusive of paid leaves) of the District for eighteen (18) years or more.

Employees hired on or after July 1, 2000, will not be eligible for supplemental retirement.

3. The employee must be eligible for retirement under the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Program.

C. If an employee meets all of the above categories described in Section B A, and decides to retire, the following retirement benefits will be provided by the Ashland School District:

1. The District will provide "medical only" insurance coverage for the retiree and the retiree's spouse and dependent children, if any, until the retiree is eligible for Medicare or for a maximum of ten (10) years, whichever comes first. Such medical coverage shall be the same as that provided to current bargaining unit employees as per Article 15C. Payment for such coverage shall be as follows:
  - a. The District will pay for the "medical only" coverage for the retiree.
  - b. Retirees choosing to purchase medical coverage for their spouse and dependent children, if any, shall contribute no more than twice the out-of-pocket amount that bargaining unit employees pay for the insurance benefit coverage that is then in existence within the District on a year-to-year basis.

2. Bargaining unit employees who retire from Ashland School District with fifteen (15) years of continuous service shall be paid a bonus in recognition of the employee's years of service equivalent to \$4.00 for each hour of accumulated sick leave at the time of retirement.

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Key: **New Language** **Removed Language** **Housekeeping**

2. Bargaining unit employees wishing to take advantage of the supplemental retirement benefit must give the District at least four (4) months' notice of intent to retire. Those employees receiving supplemental retirement benefits as of July 1, 2004, will continue to receive those supplemental retirement benefits at the same level as the contract language specified at the time of their retirement from the District.

D. Bargaining unit employees who retire from Ashland School District, and who are subsequently rehired by the District, will receive all contractual rights and benefits under the Collective Bargaining Agreement except those rights and/or benefits expressly set forth below as exclusions:

1. The rate of pay for rehired employees will be established by the District.
2. Retired employees will not bring sick leave forward but will accrue sick leave at the rate of one (1) day per month, and those days will be awarded as they are earned.
3. Contractual supplemental retirement benefits for which the employee may be eligible will not become effective until the end of the employee's service with the District. The supplemental retirement benefits will be based upon the contractual benefits available at the time of retirement.
4. The Association president will be notified in writing in cases of rehire.
5. The District will not be obligated to forward payments to PERS for the re-employed member who is already drawing PERS benefits.
6. An employee who retires prior to the end of the fiscal year may continue in the employee's same position until the end of the fiscal year.
7. If a retiree wishes to continue employment with the District in another position, the District must first post the position and ensure that no current bargaining unit employee who applies for the position is qualified prior to awarding the position to a retiree.
8. Bargaining unit employees on a recall list shall be eligible for placement in a vacant position prior to a retiree.

E. Tax Shelter Annuity Program

Effective July 1, 2022, Classified employees working at least .5 FTE and employed for at least one year will be eligible for district match in the 403b program. The intent of this program is to provide financial assistance during retirement to support medical insurance needs.

Employees who choose to participate will be eligible for a match based on the following schedule:

1. For participation months 1 through 120, the District will match employee contributions up to \$25 per month.



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2. For participation months 121 through 240, the District will match employee contributions up to \$35 per month. For participation months 241 through 360, the District will match employee contributions up to \$45 per month.

Additional employee contributions are allowable up to the legal maximums. Employees may adjust their contribution levels on a monthly basis.

Employees who do not receive pay over the summer, will not have a match in those months.

This 403b is portable and will follow employees should they leave the District's employment.

The 403b is fully vested after 72 months of participation. Employees who have been participating in the 403(b) plan prior to the creation of this Article shall receive credit for vesting.

For purposes of calculating an employee's matching contribution from the District, employees who have participated in the 403(b) plan prior to the creation of this Article shall receive credit for participation up to a maximum of 121 months.

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## ARTICLE 16 - STANDING COMMITTEES

The parties agree to establish standing committees. These committees will be charged with dealing with ongoing problems and/or concerns throughout the duration of this Agreement. No committee shall have the power or authority to change any portion of the Collective Bargaining Agreement without approval of the District and the Association membership except as indicated in this Article. Each committee shall develop guidelines and procedures pertaining to its particular duties and membership of the committee.

### A. Labor-Management Committee

The parties agree to establish regular communications through Labor-Management meetings with the intent of addressing employee/employer issues as they relate to the Collective Bargaining Agreement and workplace issues. The parties shall mutually develop the specific functions and membership of the Labor-Management Committee.

### B. Insurance Committee

The District and the Association agree to jointly participate in an insurance committee for the purpose of examining ways in which insurance costs can be controlled for both parties. The Insurance Committee is made up of representatives from each employee group. The committee will consist of an equal number of classified employees, as there are licensed, and district office employees, but limiting the total committee members of each group to (4) four. All employee groups must be present, and each committee member shall have one vote.

The parties agree there will be only four (4) classified employees on the Insurance Committee. The four will have voting rights and will be paid for their participation.

If a classified voting member leaves the committee, one of the four non-paid/non-voting members may take the place of the voting member, but the non-voting member will not be replaced.

The committee shall receive regular reports from the third-party administrator regarding claims, benefits, and any potential cost increases. The committee will consider any changes in rates or benefits prior to adoption to ensure that the District's self-insured health insurance program is operating efficiently. The committee has the authority to alter, modify, or amend this Agreement without prior approval of the District and Association membership.

### C. Health Promotion Committee

The Health Promotion Committee is dedicated to maintaining a culture of wellness by providing Ashland School District employees with the very best tools and resources to help build and sustain a results-oriented health promotion program. The Health Promotion Committee shall be comprised of members from every employee group.

### D. Safety Committee

The Safety Committee has membership from every employee group, and is charged with ensuring safe and healthy environments at every school and work site, **including addressing staff injuries resulting from student behaviors**. The Safety Committee

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meets on a monthly basis and receives reports from site inspections regarding potential safety issues. It also reviews safety procedures and policies and makes recommendations on how to strengthen these policies. Regular Safety Committee meetings are required by state law and are recommended as best practice by the District's liability carrier.

#### **E. Equity Committee**

The Equity Committee has membership from every employee group, and comprises representatives from diverse backgrounds, ensuring inclusivity and representation from all segments of our community. Tasked with promoting equity and inclusion across all aspects of the District, the committee convenes regularly to examine policies, practices, and procedures through an equity lens.

#### **F. Classification Review Committee**

The Classification Review Committee is constituted for the purpose of reviewing employee **reclassification** **re-classification** requests and shall comply with the following guidelines:

1. The Committee shall be established by September 30 of each year.
2. The Committee shall be comprised of three (3) classified employees and three (3) administrators. The District and Association shall select their own member representatives. The parties may mutually agree to have an outside consultant assist with the process.
3. Classified employees serving on this Committee shall not review their own **reclassification** **re-classification** request.
4. The Committee shall meet two times a year after work hours; once in October and once in February.
5. The Committee shall use the Classification Flowchart (Appendix E) as the process for determining **reclassification** **re-classification** decisions. Any other committee procedures will be determined mutually by the parties during the meeting.

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## **ARTICLE 17 - STRIKES AND LOCKOUTS**

- A. Bargaining unit employees covered under this Agreement agree not to participate in a strike during the term of this Agreement.
- B. There shall be no "lockout" of bargaining unit employees during the term of this Agreement.

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## ARTICLE 18 - MISCELLANEOUS

### A. District Travel

Any employee in the bargaining unit required to use the employee's vehicle on district business shall be reimbursed at the current Internal Revenue Service rate for all miles driven on behalf of the District.

### B. Lodging, Meals, and Registration Fees

Reimbursement rates for meals and lodging shall be based upon the rates established by the General Services Administration (GSA) located at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). The District will assume the cost of the Registration fee.

Paid Meals: When employee(s) are scheduled to accompany students on a trip, they shall be entitled to reimbursement if the employee turns in an itemized receipt and the trip spans the following timeframes:

Breakfast: If the employee is expected to report for the trip prior to 6:00 a.m.

Lunch: If the trip extends beyond 2:00 p.m.

Dinner: If the trip extends beyond 6:00 p.m.

### C. Physical Examination

If physical examinations and/or drug testing are required as a condition of continued employment, the District will pay the cost to a physician and/or laboratory of the District's choice. Whenever possible, the physical examination and/or drug testing shall be scheduled during the employee's regular work hours and this will be considered paid time. If the District is unable to schedule a physical examination and/or drug testing during the employee's regular work hours, the employee shall be compensated for the additional time required.

Should an employee disagree with the findings of the District's physician, the employee may be examined by the employee's personal physician at the employee's cost.

Should the District's physician and the employee's personal physician disagree regarding the employee's physical ability to continue employment, the employee may be examined by a third physician mutually agreed upon by the District and the employee, who shall make the final determination. The cost of this examination shall be borne by the District.

### D. Compensation During Required Training Periods

If the training is required by the District, the cost shall be borne by the District and comply with BOLI regulations. **Whenever possible, required trainings shall be scheduled during the employee's regular work hours and this will be considered paid time.**

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## ARTICLE 19 - MODIFICATION OF AGREEMENT

This Agreement shall not be modified ~~in whole or in~~ part by either party except through ~~renegotiation~~ **a Memorandum of Understanding (MOU)**. Such modification shall be reduced to writing and signed by the Board Chair, ~~and the President of~~ the Association **President, and the OSEA Field Representative**.

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## ARTICLE 20 - EXISTING CONDITIONS

The District agrees to follow all applicable federal and state laws. The Association retains the right to bargain any changes to policies that affect mandatory subjects of bargaining.

~~Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Association and the execution of the Agreement.~~

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## **ARTICLE 21 - SEPARABILITY OF PROVISIONS**

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction, such decisions should apply to only a specific article, section, or portion thereof, directly specified in the decision. Such a decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect. The provision(s) in question may be re- bargained at the request of either party using the 90-day interim bargaining process under ORS 243.698.



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## ARTICLE 22 - DURATION OF AGREEMENT

This Agreement shall be effective upon execution and shall remain in full force and effective through June 30, **2027** **2024**. If either party wishes to renew or modify this Agreement, to be effective beyond June 30, **2027** **2024**, the other party shall be notified at least sixty (60) days prior to its expiration.

There shall be three (3) signed copies of the final Agreement for the purpose of records.

**Before the expiration of this agreement the District shall cease utilizing all non-bargaining unit workers in Food Service and Custodial unless mutually agreed otherwise.**

**During the 2024-25 fiscal year, the parties agree to re-open negotiations for compensation for the 2025-26 fiscal year.**

**During the 2025-26 fiscal year, the parties agree to re-open negotiations for compensation for the 2026-27 fiscal year.**

During the **2026-27** **2023-24** fiscal year, the parties agree to re-open negotiations for the full contract.

### OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER 42

By: \_\_\_\_\_

**Steven Essig**

OSEA Chapter 42 President

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

By: \_\_\_\_\_

**Melissa Scaglione**

OSEA Field Representative

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

### BOARD OF EDUCATION ASHLAND SCHOOL DISTRICT

By: \_\_\_\_\_

**Rebecca Dyson**

Board Chairperson

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

By: \_\_\_\_\_

**Joseph Hattrick**

Superintendent

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

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## **APPENDIX A - LEGACY SUPPLEMENTAL RETIREMENT EMPLOYEES GRANDFATHERED FOR SUPPLEMENTAL RETIREMENT**

The following employees will be eligible for district Supplemental Retirement after fifteen (15) years of half-time or more continuous service with the District, once they are PERS eligible.

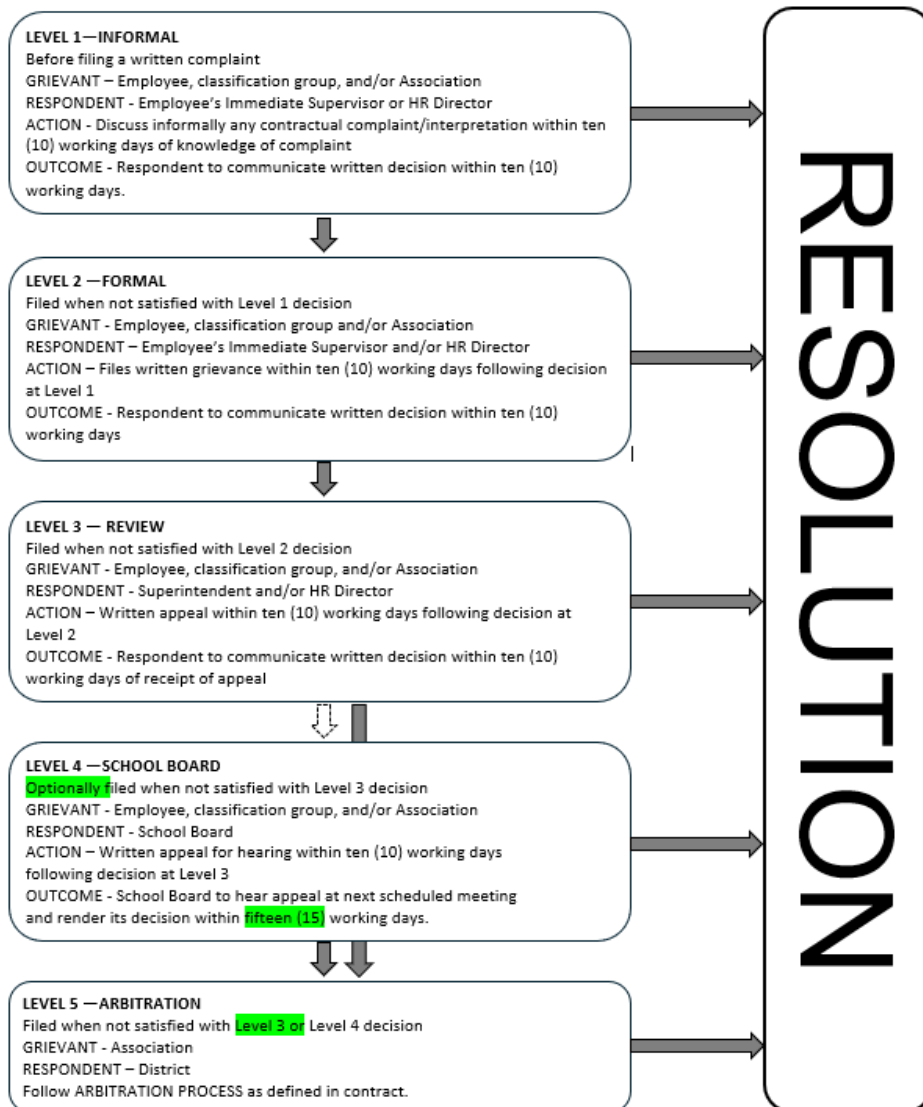
Albert, Don  
Grimmesey, Shawn  
**Steele, Nancy**

The following employees will be eligible for district Supplemental Retirement after eighteen (18) years of half-time or more continuous service with the District, once they are PERS eligible.

Baker, Terri	<b>Miedecke, Debbie</b>	<b>Wood, Malinda</b>
Burnett, Tamra	<b>Myers, Terry</b>	Wright, Margaret
<b>Gottle, Tara</b>	Pasche, Karin	
<b>Cummings, Brad</b>		

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## APPENDIX B - GRIEVANCE PROCESS FLOWCHART



Key: **New Language** **Removed Language** **Housekeeping**

## APPENDIX C-1 2024-2025 CLASSIFIED SALARY SCHEDULE

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Crossing Guard	\$ 17.62	\$ 18.11	\$ 18.60	\$ 19.14	\$ 19.67	\$ 20.22	\$ 20.79	\$ 21.40
After School Activities Coordinator	\$ 17.46	\$ 17.99	\$ 18.53	\$ 19.10	\$ 19.69	\$ 20.29	\$ 20.90	\$ 21.56
Theatre Coordinator	\$ 19.40	\$ 19.99	\$ 20.61	\$ 21.26	\$ 21.92	\$ 22.59	\$ 23.30	\$ 24.01
College & Career Specialist	\$ 25.10	\$ 25.92	\$ 26.77	\$ 27.65	\$ 28.57	\$ 29.50	\$ 30.48	\$ 31.48
Bilingual Equity & Access Specialist	\$ 22.35	\$ 23.02	\$ 23.71	\$ 24.41	\$ 25.15	\$ 25.91	\$ 26.68	\$ 27.49
Youth Advocate	\$ 18.94	\$ 19.48	\$ 20.03	\$ 20.59	\$ 21.22	\$ 21.83	\$ 22.47	\$ 23.14
<del>Bus – Wait &amp; Training Time</del>	<del>\$ 15.03</del>	<del>\$ 15.03</del>	<del>\$ 15.03</del>	<del>\$ 15.03</del>	<del>\$ 15.03</del>	<del>\$ 15.03</del>	<del>\$ 15.03</del>	<del>\$ 15.03</del>
<del>Bus Driver – Stand-By</del>	<del>\$ 17.46</del>	<del>\$ 17.99</del>	<del>\$ 18.53</del>	<del>\$ 19.10</del>	<del>\$ 19.69</del>	<del>\$ 20.29</del>	<del>\$ 20.90</del>	<del>\$ 21.56</del>
<del>Bus Driver – Maintenance I Rate</del>	<del>\$ 18.24</del>	<del>\$ 18.80</del>	<del>\$ 19.36</del>	<del>\$ 19.95</del>	<del>\$ 20.58</del>	<del>\$ 21.21</del>	<del>\$ 21.86</del>	<del>\$ 22.55</del>
Bus Driver	\$ 18.24	\$ 18.80	\$ 19.36	\$ 19.95	\$ 20.58	\$ 21.21	\$ 21.86	\$ 22.55
Bus Driver - Special Needs	\$ 18.24	\$ 18.80	\$ 19.36	\$ 19.95	\$ 20.58	\$ 21.21	\$ 21.86	\$ 22.55
<del>Bus Driver – Relief</del>	<del>\$ 18.24</del>	<del>\$ 18.80</del>	<del>\$ 19.36</del>	<del>\$ 19.95</del>	<del>\$ 20.58</del>	<del>\$ 21.21</del>	<del>\$ 21.86</del>	<del>\$ 22.55</del>
Bus Driver - Trainer	\$ 19.40	\$ 19.99	\$ 20.61	\$ 21.26	\$ 21.92	\$ 22.59	\$ 23.30	\$ 24.01
Bus Mechanic	\$ 20.16	\$ 20.76	\$ 21.39	\$ 22.08	\$ 22.76	\$ 23.47	\$ 24.20	\$ 24.97
Custodian	\$ 18.50	\$ 19.03	\$ 19.57	\$ 20.14	\$ 20.73	\$ 21.33	\$ 21.94	\$ 22.60
<del>Custodian – Bus</del>	<del>\$ 17.46</del>	<del>\$ 17.99</del>	<del>\$ 18.53</del>	<del>\$ 19.10</del>	<del>\$ 19.69</del>	<del>\$ 20.29</del>	<del>\$ 20.90</del>	<del>\$ 21.56</del>
Assistant Head Custodian - AMS/AHS	\$ 19.47	\$ 19.98	\$ 20.52	\$ 21.07	\$ 21.63	\$ 22.26	\$ 22.87	\$ 23.51
Head Custodian - ELEM/AMS	\$ 19.47	\$ 19.98	\$ 20.52	\$ 21.07	\$ 21.63	\$ 22.26	\$ 22.87	\$ 23.51
Head Custodian - AHS	\$ 19.98	\$ 20.52	\$ 21.07	\$ 21.63	\$ 22.26	\$ 22.87	\$ 23.51	\$ 24.18
Lead Custodian	\$ 21.84	\$ 22.43	\$ 23.06	\$ 23.72	\$ 24.39	\$ 25.08	\$ 25.80	\$ 26.55
Educational Assistant	\$ 17.62	\$ 18.11	\$ 18.60	\$ 19.14	\$ 19.67	\$ 20.22	\$ 20.79	\$ 21.40
Educational Assistant - SPED I	\$ 17.62	\$ 18.11	\$ 18.60	\$ 19.14	\$ 19.67	\$ 20.22	\$ 20.79	\$ 21.40
Educational Assistant - SPED II	\$ 20.04	\$ 20.60	\$ 21.20	\$ 21.80	\$ 22.43	\$ 23.08	\$ 23.75	\$ 24.45
Educational Assistant - Site Based	\$ 19.43	\$ 19.98	\$ 20.55	\$ 21.14	\$ 21.73	\$ 22.36	\$ 23.02	\$ 23.69
Educational Assistant - Bilingual	\$ 19.43	\$ 19.98	\$ 20.55	\$ 21.14	\$ 21.73	\$ 22.36	\$ 23.02	\$ 23.69
Educational Assistant - Media Assistant	\$ 17.62	\$ 18.11	\$ 18.60	\$ 19.14	\$ 19.67	\$ 20.22	\$ 20.79	\$ 21.40
<del>Library Manager</del>	<del>\$ 17.73</del>	<del>\$ 18.24</del>	<del>\$ 18.80</del>	<del>\$ 19.36</del>	<del>\$ 19.95</del>	<del>\$ 20.58</del>	<del>\$ 21.21</del>	<del>\$ 21.86</del>
Special Education Clerk	\$ 19.43	\$ 19.98	\$ 20.55	\$ 21.14	\$ 21.73	\$ 22.36	\$ 23.02	\$ 23.69
Speech & Language Pathology Assistant	\$ 25.70	\$ 26.98	\$ 27.79	\$ 28.62	\$ 29.48	\$ 30.37	\$ 31.28	\$ 32.22
Food Service Worker	\$ 16.12	\$ 16.55	\$ 16.95	\$ 17.40	\$ 17.86	\$ 18.31	\$ 18.79	\$ 19.29
Cafeteria Manager	\$ 18.17	\$ 18.69	\$ 19.22	\$ 19.78	\$ 20.34	\$ 20.94	\$ 21.54	\$ 22.18
Maintenance I	\$ 18.17	\$ 18.69	\$ 19.22	\$ 19.78	\$ 20.34	\$ 20.94	\$ 21.54	\$ 22.18
Maintenance II	\$ 20.06	\$ 20.64	\$ 21.25	\$ 21.88	\$ 22.53	\$ 23.18	\$ 23.88	\$ 24.58
Maintenance III	\$ 20.80	\$ 21.39	\$ 22.02	\$ 22.68	\$ 23.35	\$ 24.04	\$ 24.76	\$ 25.51
Maintenance - HVAC	\$ 21.86	\$ 22.52	\$ 23.17	\$ 23.86	\$ 24.56	\$ 25.30	\$ 26.06	\$ 26.85
Maintenance - Electrician	\$ 26.85	\$ 27.68	\$ 28.53	\$ 29.40	\$ 30.31	\$ 31.27	\$ 32.23	\$ 33.24

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**APPENDIX C-1 2024-2025 CLASSIFIED SALARY SCHEDULE (cont.)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Secretary I	\$ 16.61	\$ 17.12	\$ 17.62	\$ 18.17	\$ 18.71	\$ 19.27	\$ 19.86	\$ 20.49
Secretary II	\$ 17.46	\$ 17.99	\$ 18.53	\$ 19.10	\$ 19.69	\$ 20.29	\$ 20.90	\$ 21.56
Office Manager - Elementary/Athletics	\$ 18.94	\$ 19.48	\$ 20.03	\$ 20.59	\$ 21.22	\$ 21.83	\$ 22.47	\$ 23.14
Office Manager - Middle School	\$ 19.40	\$ 19.99	\$ 20.61	\$ 21.26	\$ 21.92	\$ 22.59	\$ 23.30	\$ 24.01
Office Manager - High School	\$ 20.16	\$ 20.76	\$ 21.39	\$ 22.08	\$ 22.76	\$ 23.47	\$ 24.20	\$ 24.97
Registrar - Middle School	\$ 18.24	\$ 18.80	\$ 19.36	\$ 19.95	\$ 20.58	\$ 21.21	\$ 21.86	\$ 22.55
Registrar - High School	\$ 19.40	\$ 19.99	\$ 20.61	\$ 21.26	\$ 21.92	\$ 22.59	\$ 23.30	\$ 24.01
Administrative Assistant Student Services Program Assistant	\$ 19.40	\$ 19.99	\$ 20.61	\$ 21.26	\$ 21.92	\$ 22.59	\$ 23.30	\$ 24.01
Student Services Program Assistant II	\$ 23.54	\$ 24.27	\$ 25.03	\$ 25.83	\$ 26.64	\$ 27.49	\$ 28.34	\$ 29.23
School Bookkeeper	\$ 26.00	\$ 26.83	\$ 27.70	\$ 28.58	\$ 29.49	\$ 30.43	\$ 31.41	\$ 32.42
Accounting Assistant	\$ 19.40	\$ 19.99	\$ 20.61	\$ 21.26	\$ 21.92	\$ 22.59	\$ 23.30	\$ 24.01
	\$ 20.16	\$ 20.76	\$ 21.39	\$ 22.08	\$ 22.76	\$ 23.47	\$ 24.20	\$ 24.97
<del>Computer Lab Coordinator</del>	<del>\$ 17.46</del>	<del>\$ 17.99</del>	<del>\$ 18.53</del>	<del>\$ 19.10</del>	<del>\$ 19.69</del>	<del>\$ 20.29</del>	<del>\$ 20.90</del>	<del>\$ 21.56</del>
Technical Services Coordinator	\$ 17.46	\$ 17.99	\$ 18.53	\$ 19.10	\$ 19.69	\$ 20.29	\$ 20.90	\$ 21.56
IT Support Specialist	\$ 19.09	\$ 19.68	\$ 20.28	\$ 20.89	\$ 21.54	\$ 22.20	\$ 22.89	\$ 23.61
IT Support Specialist II	\$ 23.81	\$ 24.53	\$ 25.27	\$ 26.04	\$ 26.83	\$ 27.65	\$ 28.50	\$ 29.37
IT Support Specialist III	\$ 28.53	\$ 29.44	\$ 30.38	\$ 31.36	\$ 32.36	\$ 33.42	\$ 34.50	\$ 35.63
<del>Network Technician</del>	<del>\$ 19.98</del>	<del>\$ 20.60</del>	<del>\$ 21.24</del>	<del>\$ 21.91</del>	<del>\$ 22.58</del>	<del>\$ 23.28</del>	<del>\$ 24.00</del>	<del>\$ 24.76</del>
Systems Analyst	\$ 26.34	\$ 27.20	\$ 28.05	\$ 28.94	\$ 29.88	\$ 30.86	\$ 31.84	\$ 32.86
Programmer Analyst I	\$ 30.72	\$ 32.26	\$ 33.23	\$ 34.22	\$ 35.25	\$ 36.31	\$ 37.40	\$ 38.52
Programmer Analyst III	\$ 39.22	\$ 40.38	\$ 41.59	\$ 42.85	\$ 44.13	\$ 45.46	\$ 46.82	\$ 48.22
Network Engineer I	\$ 28.62	\$ 29.54	\$ 30.49	\$ 31.47	\$ 32.49	\$ 33.54	\$ 34.63	\$ 35.76
Network Engineer II	\$ 33.10	\$ 34.20	\$ 35.31	\$ 36.45	\$ 37.64	\$ 38.88	\$ 40.15	\$ 41.46
Network Engineer III	\$ 39.22	\$ 40.38	\$ 41.59	\$ 42.85	\$ 44.13	\$ 45.46	\$ 46.82	\$ 48.11
Software Developer	\$ 33.10	\$ 34.20	\$ 35.31	\$ 36.45	\$ 37.64	\$ 38.88	\$ 40.15	\$ 41.46

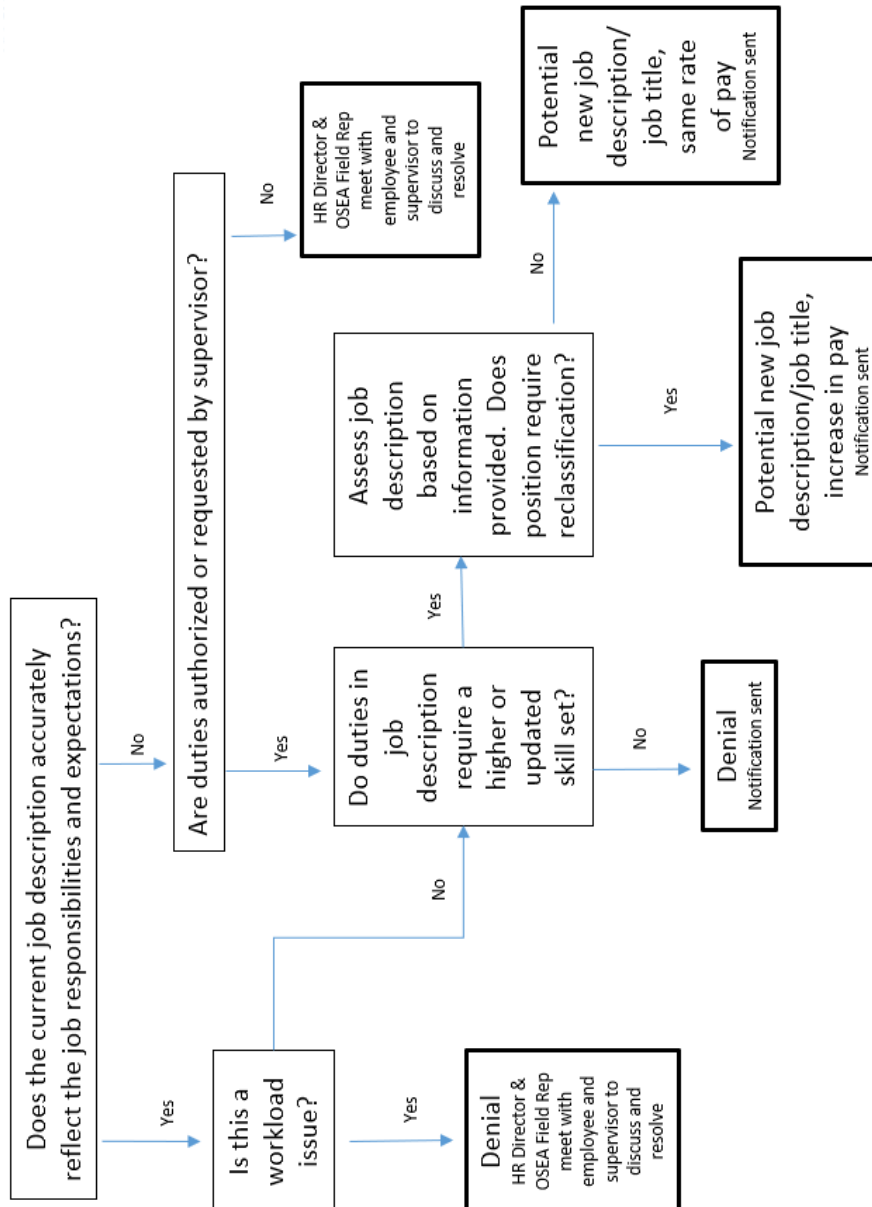
Key: **New Language** **Removed Language** **Housekeeping**

## **APPENDIX D-1 through 4: 2021-2022 LONGEVITY SCHEDULE, MEMORIALIZED, & SPECIAL RETAINED LONGEVITY**

*\*in development. TO BE FINALIZED AND ADDED AFTER  
RATIFICATION*

Key: **New Language** **Removed Language** **Housekeeping**

## APPENDIX E - RECLASSIFICATION REVIEW FLOWCHART



Key: **New Language** **Removed Language** **Housekeeping**

## **APPENDIX TBD - SALARY STEP PLACEMENT RUBRIC**

- 1) Meet Minimum Qualifications (Education / Experience or combination of Education and Experience).
- 2) AA and Bachelor's Degree or above equals one year of experience for step placement.
- 3) Years of related paid experience shall be used to determine salary step placement.  
  
One year of related experience may equal one year in a 12 month position or a full school year. Employment history must be verified.
- 4) Internally an employee must work 6 months in the current year to be eligible to receive a step on the pay schedule in the following year.
- 5) Continuous substitute experience is recognized as experience in relation to movement on steps on the pay schedule based on frequency or FTE.



Key: **New Language** **Removed Language** **Housekeeping**

## APPENDIX TBD - GRIEVANCE FORM

### OSEA Grievance



Grievance Date:			Grievance Step/Level:		
Grievant Name or Group Grievance:			Chapter:		
Street Address:			Home Phone:		Work Phone:
City:	State:	Zip:	Employer:		
Classification:			Work Location:		
Department:			Supervisor:		
OSEA Field Representative:		Phone:	Timeline Comments:		

List applicable violated Article(s) and Section(s):

Statement of Grievance:

Adjustment Required:

I hereby authorize OSEA to represent me. I also grant the field representative full access to any and all of my personnel files until such time as grievance representation is no longer needed.

Signature of Grievant:	_____	Date:	_____
Signature of Field Rep:	_____	Date:	_____
Received by Employer:	_____	Date:	_____

Original to: Employer (hand-delivery and/or email, USPS mail)  
Copies to: OSEA chapter president, OSEA chapter file.

Revised: July 2024