

**OSEA Chapter No. 79
Approved Contract
between**

**Oregon School Employees Association,
Chapter No. 79**



And

**South Umpqua School District No. 19
Myrtle Creek, Oregon**



July 1, 2024 to June 30, 2027

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Article 1 - Status of Agreement

Preamble

Douglas County School District No. 19, hereinafter referred to as "Board," or "District," and the Oregon School Employees Association Chapter No. 79, hereinafter referred to as "Association," hereby agree upon a collective bargaining agreement. The purpose of this contract is to set forth the intent and terms thereof, agreed to by the Board and the Association.

- A. The Board acknowledges the Association as the exclusive negotiating representative on employment relations for a bargaining unit containing all regular full-time and regular part-time classified employees employed by the District, except district central office and confidential personnel, supervisory employees, licensed personnel, substitutes and temporary employees.
- B. The term "classified employees," when used after this in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in paragraph A above and C below.

C. Definitions

1. **Classified employee** - a full- or part-time person regularly employed by the District who is not required to have a teaching certificate as a condition of employment.
2. **Temporary employee** - a person employed to perform a specific function or discrete job and to perform for a short duration not to exceed 120 calendar days.
3. **Substitute employee** - a person employed to perform the work of an absent classified employee. Temporary employees and substitute employees shall not be used to permanently replace a regular classified position. This shall not be construed so as to prevent a temporary or substitute employee from applying for a vacant regular classified position.
4. **Probationary employee** - a new employee who shall be employed for a period of six (6) months (five [5] months in the case of the ten-month employees) before achieving the status of a regular classified employee.

During the probationary period, the employee is entitled to all benefits of the Collective Bargaining Agreement (CBA) and representation by the Association, but is not entitled to the rights in this Agreement enumerated in Article 7 Layoff, Article 10 Personnel Procedures and Article 14 Grievance Procedure.

A probationary, classified employee shall be notified in writing at the end of their six (6) months probationary period (or five [5], as applicable) as to the termination of their probationary status or their employment. The District will comply with ORS 332.544 as it relates to the dismissal, demotion, or discipline of probationary employees.

Article 2 - Rules of Interpretation and Application

The following rules shall apply to this Agreement:

- A. This document sets forth the total and complete agreement upon employment relations reached by the parties pursuant to collective bargaining; all negotiations and bargaining are merged herein.
- B. This Agreement has no effect upon any written or unwritten policies, rules, regulations, practices, or procedures of the District pertaining to any matter not specifically covered in this Agreement. The Board's authority to repeal or modify such policies, rules, regulations, practices, or procedures is not affected by this Agreement.
- C. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.
- D. If any provision of this Agreement or the application thereof to any employee, group of employees, or the Board is held by a court of competent jurisdiction to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect.
- E. Neither the terms of this Agreement nor their application or operation shall compel the Association or the Board to violate any governmental rule, regulation, statute, court order or decree.
- F. In the event of suspension or invalidation of any Article or Section of this agreement, the parties agree to meet and negotiate within-ninety (90) calendar days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- G. All provisions of this Agreement shall be interpreted to support the principles of free choice and shall not be interpreted to permit discrimination against any employee covered by this Agreement who are members of a class protected by law, membership or non-membership in any group or association of employees. This clause shall not be subject to the grievance procedure.
- H. At any official meeting, conference, or hearing allowed by this Agreement, all parties may be represented by legal counsel. The Association may represent the classified employee.
- I. Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, tradition, or accumulation of any employee rights or privileges other than those expressly stated herein.

Article 3 - Funding

- A. If the District closes its schools because of a lack of funds, no member of the bargaining unit shall be entitled to any salary or fringe benefits provided in this Agreement while the schools are closed.
- B. This Agreement does not guarantee any level of employment.

Article 4 - Rights of the Board

- A. Except as expressly limited by the specific provisions of this Agreement, the Board is the ultimate determiner of policy and retains unto itself jurisdiction and authority over all facets of District operations and programs, as well as all rights and authority vested in it by existing and future laws, regulations and policies.
- B. Without limiting the generality of the foregoing, it is agreed that the Board reserves the following specific rights subject only to the express terms of this Agreement:
1. To the executive management and administrative control of the District and its properties and facilities and the on-the-job activities of its employees;
 2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees; the right to lay off employees subject to the provisions of this Agreement;
 3. To establish and enforce pupil conduct and discipline rules, regulations and policies;
 4. To establish the grading systems and courses of instruction, and the duties, responsibilities and assignments of bargaining unit members with respect thereto, and non-teaching activities and the terms and conditions of employment;
 5. To determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities;
 6. To determine the financial policies of the District including the general accounting procedures, inventory of supplies and equipment procedures, and public relations;
 7. 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;
 8. To create, combine, modify, or eliminate any position;
 9. To establish and revise the school calendar in consultation with all interested parties including but not limited to students, parents, employees in the bargaining unit, and District patrons;
 10. To evaluate all programs and personnel, and to conduct tests and employ other means of evaluation.
- C. Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in their present form and/or location or on any other basis; provided that as to work which is presently and regularly performed by employees in the bargaining unit, the District agrees to Association rights to bargain as

provided for in the laws of the State of Oregon prior to contracting out.

The exercise of powers, rights, authority, duties, and responsibilities of the Board, as well as the authority to adopt policies, rules, regulations and practices and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Article 5 - Rights of the Association

- A. **Information** - Upon timely request, the Board shall allow the Association access to all information necessary for research in its functioning as exclusive bargaining representative in an editable digital file format. In addition the District shall provide the Chapter President and OSEA Director of Fiscal Operations at classified@osea.org with an editable digital spreadsheet containing the following information for each employee in the bargaining unit: The employees name, date of birth, last 4# of social security number, date of hire, contact information including: cell, home and work telephone numbers, personal and work email address, and home or personal mailing address. Employment information including employees job title, hourly pay, daily hours worked, step On salary schedule, annual salary and worksite location. The OSEA Status form is also acceptable.

The District shall provide the information within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for the employees in the bargaining unit.

- B. **Association Representatives** - Whenever any representative of the Association or any classified employee is required to participate during working hours in negotiations, grievance proceedings, or other proceedings under this contract, they shall suffer no loss of pay. The District shall grant employees who are designated representatives and its affiliates reasonable time to engage in negotiations, investigatory meetings, hearing, grievance proceedings, Association conferences or meetings during the public employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits.

Designated Representatives shall be allowed reasonable release time to attend outside trainings, activities, and meetings primarily for the welfare of the Association or to serve as a full-time representative of OSEA without loss of District compensation and benefits (insurance and retirement).

The Designated Representative shall use accrued leave time for short-term attendance at such events or OSEA shall reimburse the District for any compensation and benefits. When a Designated Representative on release time discontinues or ends the release time for any reason, the employee shall be returned to their prior position or, if not feasible, to a substantially similar position without loss of seniority, rank, classification, or retirement credit.

The Designated Representative shall request release time through the established District leave process.

- C. **Use of Facilities** - The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with bargaining unit members, scheduling such use with the approval of the principal of the school, provided that such use shall not interrupt or interfere with normal school operations or interfere with employee's professional duties. The representative shall notify the principal's office of their presence in the building.

- D. **Bulletin Boards** - The Association shall have in each school building the reasonable use of such

bulletin boards as may be in each faculty lounge. All materials placed by the Association on school bulletin boards shall be dated and labeled to identify their organization with the Association. Materials so placed shall not defame any person nor be detrimental to employer-employee relations.

- E. **Mail and E-mail** - The Association shall have the right to the reasonable use of inter-school courier services and employee boxes, except as prohibited by law. The Association shall have the right to use the electronic mail systems or other similar communication systems of the District to communicate with the employees in the bargaining unit regarding bargaining, investigation of grievances or other disputes relating to employment relations, and other Association business. The Association President or their designee shall have access to a district-wide classified email list to be used to communicate with bargaining unit members in adherence with the District's acceptable use policies
- F. **Faculty Meetings** - The Association may suggest items for the agenda of any meeting of classified employees called by supervisors. Such items shall pertain only to the operation of the school and shall not include Association business.
- G. **School Office Equipment** - Upon advance request and approval by the building administrator, the Association may be allowed use of District equipment, including copiers for duplicating material; provided such equipment is not required for regular use and that the District is reimbursed for any costs incurred in such Association use. The Association use of District equipment will be subject to applicable laws and Board policies.
- H. **Notifications** - The District will notify by letter or email the Association president and/or assigned OSEA Field Representative in advance of proposed changes affecting duties, workload, transfers, promotions, benefits, and hours to allow time for discussion and planning before the action is taken.
- I. **Access to Employees** - The District shall provide the Association reasonable access to employees within the bargaining unit. For newly hired employees, the Association shall meet with them within 30 calendar days from the date of hire for a period of at least 30 minutes but not more than 120 minutes, during new employee orientation or, if the District does not conduct new employee orientations, at individual or group meetings. For purposes of employees in the bargaining unit who are not new employees, reasonable access includes, but is not limited to:
 - 1. The right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and
 - 2. The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.
 - 3. OSEA classified representatives and OSEA Field Representatives shall be allowed access to employees during group orientation events or activities at the beginning of the academic year, OSEA shall be permitted to set up a table to meet directly with employees before, during and after breaks

- J. **School Board Agendas** - The District shall provide a copy of the published agenda and approved minutes with any and all non-confidential supporting documents for all regular and special board meetings as soon as they are made available to the board members and to the association president and/or the assigned OSEA Field Representative.

- K. **Legal Compliance** - All Association use of South Umpqua facilities and/ or equipment under this Article shall be subject to applicable laws and policies, including HB 2016.

Article 6 - Rights of Employees in the Bargaining Unit

- A. Classified employees shall be entitled to full rights of citizenship and no exercising of such right shall be grounds for discipline or discrimination. The Board of Education recognizes that the personal life of an employee is not an appropriate concern of the Board, except as it may affect work performance or other position-connected relationships.
- B. No classified employee shall be reduced in rank or compensation without being accorded written notice of such reduction and the reasons therefore. All information forming the basis for the reduction in rank or compensation will be made available to the employee, upon request.
- C. Any classified employee who is required to appear before the Board or Superintendent for a formal, scheduled hearing regarding a matter that will adversely affect their continued employment, shall be given written notice, including reasons, at least five (5) working days prior to the hearing, unless mutually agreed upon by both parties. The employee shall be entitled to have union representation at this meeting if they so choose if requested by the employee.
- D. Bargaining unit members shall be entitled to receive any report or other product prepared by the Joint Committee to study the classification structure. Further, each member of the bargaining unit shall be entitled to receive a copy of their current job description. All classified job descriptions shall be posted on the District website.
- E. Labor Management Committee: The parties agree to maintain regular communications through Labor-Management meetings with the intent of addressing employee/employer issues as they relate to the collective bargaining agreement and workplace concerns. The frequency will be quarterly with additional scheduled as needed. This meeting may be cancelled by mutual agreement.

Article 7 - Layoff

- A. Seniority shall be defined as the total length of service as a classified employee within the District from the most recent date of hire. For accounting purposes, all authorized paid leaves will be counted towards seniority; authorized, unpaid leaves of absence in excess of one year will not count towards seniority, but will not constitute a break in seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.
- B. A layoff shall be defined as a temporary or indefinite separation from a classified position. When a layoff occurs within the bargaining unit, the Association, and those employees affected will be notified as soon as the District is aware of the need to conduct layoffs. The Association may request a meeting to discuss the effects of the layoffs and to offer possible alternatives to prevent job loss.
- C. Layoff of bargaining unit employees will be based upon seniority, but such layoff will occur by classification. Laid-off employees may only bump a less senior employee within the same classification group as listed in Section G unless Section D applies. Laid-off employees will not be paid any salary or benefits during the period of layoff. Notwithstanding, a laid-off employee may, at his own expense, continue insurance coverage, subject to the approval of the insurance carrier(s).
- D. A laid-off employee who previously worked in a different classification for the District (within the definition of seniority in paragraph A), may "bump" an employee in another classification as long as two conditions are met:
1. The laid-off employee had greater classification seniority than the person to be "bumped," and;
 2. The laid-off employee had at least satisfactory evaluations while employed in the previous classification.
- E. **Recall:** Recall rights shall exist for twenty-seven (27) months from the date of layoff. Any laid-off employee not recalled according to this procedure within the twenty-seven (27) months will be deemed to have resigned in good standing.
- F. Whenever the District determines that a regular vacancy exists within a classification which has experienced a layoff (within the last twenty-seven [27] months), laid-off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail and regular mail to the last address the District has on record for the laid-off employee. The laid-off employee will have fourteen (14) calendar days to respond to the recall notice. Failure to respond within the fourteen (14) calendar days or rejection of any recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed a resignation.
- G. If no laid-off employee has responded to the recall by classification, or if no further laid-off employees exist from the classification, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in their own classification.

For the purpose of administering this article, and solely for this purpose, "classifications" for layoff shall be in the following:

1. Custodian
2. Groundskeeper
3. Head Groundskeeper;
4. Maintenance Specialist;
5. Maintenance Journeyman;
6. Instructional Assistants 1: DLC & Behavior/Skills Programs
7. Instructional Assistants 2: Title 1 & Special Education
8. Office Manager
9. Secretary 1
10. Secretary 2
11. Behavior Attendance Monitor
12. Library Technician
13. Cook Manager
14. Food Server Lead
15. Food Server
16. Food Transporter
17. Laundry Person
18. TAPP Coordinator

H. Substitute Work for Laid Off Employees

1. A bargaining unit member who is laid off by the District may advise the District that they are available for substitute work in the classification from which they are laid off. By so advising the District as provided herein, the bargaining unit member certifies that they will have availability for possible substitute work.
2. Bargaining unit members who have advised the District as provided in subsection 1 herein who are thereafter contacted by the District on more than three (3) occasions and are either not available when so contacted or refuse the offered substitute work, shall be placed at the bottom of the substitute call-in list.

- I. All instructional assistants must have an Associate's Degree or equivalent to be considered for employment. Successfully completing the district approved placement test offered at Umpqua Community College will serve as an equivalent.

Article 8 - Employee Compensation

- A. **Salary Schedule:** Salaries for 2024-2025, 2025-2026, and 2026-2027 shall be paid in accordance with Appendix A which is by this reference incorporated herein.
1. The Board agrees to allow each employee to request four (4) advances on their salary during the school year. Additional advances on salary may be requested and granted subject to the discretion of the Superintendent. All advances shall be paid in conjunction with the District bi-monthly paydays.. Any advances shall be subject to withholdings and taxes.
 2. Any employee who works to remove, repair, or encapsulate asbestos or any other toxic waste which is by definition (D.E.Q., O.S.H.A., etc.) hazardous to an employee's health shall be given the following additional compensation:

\$3.00 per hour while working with said substance.

The maintenance supervisor shall assign all work and shall assign all personnel.
- B. Employment compensation and all fringe benefits start on the day work begins. Commencement of insurance benefit coverage to eligible employees is also subject to the rules and regulations of the insurance carrier.
- C. New hires may be granted one (1) year credit on the salary schedule for every year of verified experience in a similar position, Initial placement on the salary schedule shall be recommended by the employing supervisor with approval of the Superintendent.
- Employees who are reemployed into the same classification after a break in service (such as retirement or resignation) may be placed on a step that reflects their years of district experience in that classification.
- D. Classified employees who are regularly employed by the District shall receive wages in accordance with the time worked.
- E. Personal illness leave, vacation time, and holidays shall accrue on the basis of hours worked. (For example, standby hours and hours paid for seminars and workshops do not count for hours worked.)
- F. Salary increments shall be one level horizontally per year of experience in this District as indicated in Appendix A (Salary Schedule) up to maximum wage at the end of the training level.
- G. The District will pay the employee's regular rate of pay for hours spent in District required seminars and workshops. This shall not apply to courses or training required for an individual's certification.
- H. Retirement - the District shall not withhold from employees' monthly salaries the contributions required by ORS 238.200, and shall "pick up," assume and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System. Such "pick up" or payment of employee member monthly contributions to the system shall be made pursuant to ORS Chapter 238 and shall continue

for the life of this Agreement. As per current PERS law, employees hired after January 1, 2004 will participate in OPSRP (Oregon Public Service Retirement Plan).

I. Fringe Benefit Package

1. Upon the effective date of this Agreement, the Fringe Benefit Package for bargaining unit members will be as follows:

a. Bargaining unit members hired before June 30, 2005, who are regularly scheduled to work more than twenty (20) hours but less than thirty (30) hours per week shall be eligible to receive fully paid single subscriber medical and dental insurance as provide by the District. Provisions for this benefit and members that are eligible shall be identified in a Memorandum of Agreement. Article I.J.1.a shall be non-grievable.

b. Bargaining unit members hired after July 1, 2005, who work less than thirty (30) hours per week shall not be eligible to receive District paid insurance benefits.

c. Bargaining unit members who are regularly scheduled to work thirty (30) or more hours per week shall be eligible to receive single or full-family medical, dental, and vision insurance as provided by the District, if allowed by the carrier, or may elect to opt out. The District contribution toward insurance costs during the term of this contract shall be as follows:

1. For the 2024-2025 school year the District agrees to provide up to \$ \$1,505 per month towards the premiums for medical, dental, and vision plans for those employees choosing Employee Only, Employee and Child/Children, or Employee and Spouse/Partner coverage. For those employees choosing the Employee plus Spouse/Domestic Partner and Children option (also referred to as Family), the District agrees to provide up to \$1,965 per month towards the premiums for medical, dental and vision plans, and life plans for each eligible bargaining unit member.

2. For the 2025-2026 school year the District agrees to provide up to \$1,555 per month towards the premiums for medical, dental, and vision plans for those employees choosing Employee Only, Employee and Child/Children, or Employee and Spouse/Partner coverage. For those employees choosing the Employee plus Spouse/Domestic Partner and Children option (also referred to as Family), the District agrees to provide up to \$1,990 per month towards the premiums for medical, dental and vision plans and life plans for each eligible bargaining unit member.

3. For the 2026-2027 school year employees shall receive insurance contributions equal to those negotiated in the OEA bargaining agreement for that school years.

4. A Section 125 Program will continue if there is no cost to the

District.

2. In conjunction with the District Section 125 plan, effective with each insurance year during the life of the agreement during open enrollment, classified staff, including new staff, eligible for District premium contribution toward medical, dental, vision, and life/AD&D insurance and who elect to opt out of insurance, may choose to receive additional pay of \$500_per month. Those electing to receive additional pay will have that pay taxed in accordance with state and federal regulations.

Employees also have the option of having \$500per month applied to their spouse's out-of-pocket insurance premiums costs if their spouse works for the District.

Employees who have chosen to opt out the previous insurance year may continue to do so as long as their employment causes them to be eligible for a District contribution toward their insurance premiums.

3. The District's obligation towards premium payments, as provided herein, shall cease on the first day of the month following the month in which the eligible employee is no longer employed by the District. However, employees who resign effective on or after the last in-service day will maintain existing insurance through September of that year unless insurance carrier rules take precedence.

If, at the expiration date of this Agreement, the parties have not realized a successor labor contract, it is expressly understood and agreed by the parties that the District's obligation toward the cost of insurance premiums for the benefits provided in Article 8, I (c3) herein shall not exceed that which was the monthly premium rate in June of the final year of this agreement.

J. Payroll Deductions for Dues

1. The Board agrees to deduct from the wages of each Association member the dues of the Association. Authorization shall be made in writing by each employee on the form provided by the Association. All monies will be promptly transmitted by the District to the state office of OSEA.
2. 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 shall be furnished to the Chapter president and the OSEA Director of Fiscal Operations in an editable digital spreadsheet as per Article 5.
3. If the District tenders defense of any claim or suit brought against the District as the result of the provisions of this Article VIII K to the Association within thirty (30) days of the notice of such claim, order, suit, or judgment, the Association agrees to defend the District and to hold the District harmless against order, judgment, or the result thereof. Under no circumstances shall the District become financially liable for the membership fee obligations of bargaining unit members.
4. All employees covered by this agreement shall be eligible for membership effective the first

date of employment.

K. Overtime Compensation

1. On the occasions where overtime may be necessary, eligible employees shall be compensated at the rate of time and one-half in the form of pay or compensatory time off at the discretion of the employee (but not twice for the same hours). However, all overtime shall be on a voluntary basis only, unless an emergency situation dictates otherwise.
2. Overtime shall be computed to the nearest quarter hour. For the purpose of computing overtime, all hours an employee actually works, plus paid holiday and vacation hours shall be credited as time worked in computing total worked period hours.
3. All overtime must be approved in advance, in writing, by the non-represented supervisor who is responsible for setting the employees daily schedule, except in emergencies and turned in at the end of the month earned on appropriate District forms.

L. Employees' temporarily assigned duties of an employee in a lower pay range shall not suffer a reduction in pay.

M. An employee who is temporarily assigned by the District to a position with a greater responsibility shall be considered acting out of classification. The employee shall be entitled to the rate of pay commensurate with the job on the sixth contiguous day of the assignment retroactive to the first day of the temporary assignment. In no case will the pay be less than the salary received for the position the employee regularly maintains.

N. **Voluntary transfer** - An employee voluntarily transferred, or transferred as the result of a disciplinary action, to a lower classification shall be placed on that lower classification's scale and the step corresponding to that which the employee was placed in the higher classification.

When an employee voluntarily transfers to a higher classification position, they shall be granted (1) year credit on the salary schedule for every year of verified experience in a similar position. Placement on the salary schedule shall be recommended by the employing supervisor with approval of the Superintendent. The rate of pay that the employee received prior to the promotion and placement on the appropriate step will not result in a lower rate of pay than had the employee stayed in their current position.

O. **Involuntary Transfer**- Employees who are involuntarily transferred to a higher classification, as a result of a position modification or elimination, will maintain their step prior to the involuntary transfer.

P. Pay Methods and Deductions

1. Regular paydays for the classified employees shall be the tenth (10th) of each month. Monthly pay shall be in accordance with the employee's time card for the month. If the regular payday should fall on a Saturday or Sunday, payday shall be the last working day prior to the weekend.

2. Payroll Deductions

- a. Federal and state income taxes, employees' retirement payments, and social security taxes will be deducted each month by the District.
- b. When the employee requests, by signed authorization specifying amounts, the District will deduct from the monthly salary of that employee for items including, but not limited to savings bonds, credit union, Association dues, and presently existing insurance and annuity programs.
- c. Within the limits of the present payroll system, payroll checks shall show itemization of payroll deductions.
- d. The Association agrees to hold the District and its agents harmless against any and all claims, suits, orders, or judgments brought against it or its agents as a result of the provision in "b" of this section for payroll deductions.

Q. The District will pay the cost of required physical examinations. The District may establish standards for such physicals and may specify the physician to be used.

R. **Call Back Pay:** A bargaining unit member directed to return to the work site after completing a scheduled shift or on a non-scheduled week-end, holiday, or during a vacation shall be eligible for overtime as provided in Section K of this Article for all actual time spent at the work site, plus reasonable time for round-trip travel. Employees called back to work by a supervisor or administrator will receive a minimum of two (2) hours pay for call back.

S. **Extra Duty Compensation**

1. Classified employees who are approved by their direct supervisors to work at athletic and/or extracurricular functions listed in the Special Pay Schedule, (Appendix B), will be paid at the corresponding rate. For the 2026-2027 school year employees shall receive compensation on the Special Pay Schedule equal to those negotiated in the OEA bargaining agreement for that school year.

T. **Transportation:** If classified personnel use their own automobile for approved District purposes, they shall be compensated at the IRS rate in effect at the time of use of the automobile. Reimbursement shall occur only upon submission by the classified personnel of a true statement of date, occasion, identity of the Administration official making the request, and beginning and ending mileage reading.

Article 9 - Uniform Allowance

- A. The District shall provide a minimum of two (2) uniform shirts for regularly employed food service, maintenance, grounds keeping and custodial employees in the bargaining unit. The District will also provide a replacement uniform shirt when, in the judgment of the employee's director, the original uniform is no longer serviceable. Food Service employees will be reimbursed \$40.00 per school year towards the purchase of work pants. Reimbursements will be conducted in the timeline set by the Supervisor.
- B. The District shall decide color, quality, number, style and expense of the uniforms.
- C. Should an employee not be placed on regular status; the uniforms shall be returned to the district. Food service workers will be allowed to keep their work pants.

Article 10 - Personnel Procedures

A. Vacancies, Transfers, Discipline and Discharge

For clarification, the definitions of Vacancy and Transfers are as follows:

Vacancy: A vacancy shall be defined for the purposes of this Agreement as a District-declared opening (which the District intends to fill) where a vacant bargaining unit position was previously held by a bargaining unit employee or when a new bargaining unit position covered by this Agreement is created.

Transfer: A transfer shall be defined for purposes of this Agreement as a change in assignment from one building to another and/or a change in position.

1. Vacancies, Job Postings and Transfers

- a. When a vacancy within the bargaining unit is to be filled, the District shall email the Chapter President a copy of the posting and post the vacancy notice on the District's website at least three (3) working days prior to the closing of the position. The notification(s) will indicate the date on which the vacancy shall be filled, who the employee shall apply to, the qualifications for the vacant position, the location of the vacancy, the pay level, hours per day and the months per year of the position. If an emergency situation should arise, the District may fill the position on a temporary basis until the aforementioned process is completed.
- b. Current employees of the District may bid for such postings by making written application on the form provided by the District. In the event that the District judges the job-related qualifications of an outside applicant to be equal to those of a current employee, preference shall be given to the current employee.
- c. In the event that the District judges the job-related qualifications of two (2) or more current employees to be equal, preference shall be given to the employee with the greatest District seniority.
- d. All transfers between buildings and/or positions must be approved by the administrative staff in writing.
- e. Employees may file a request for transfer with the District office. Such request shall be considered before any transfer decision is made.
- f. If a regular employee changes job classifications, that employee will serve a three (3) month promotional probationary period; however, the employee will remain eligible for all fringe benefits the same as a permanent employee. The employee may, within the first (30) working days after the change of job classification, return to their former position without loss of pay or benefits for the former position.

2. **Transfer**

a. **Voluntary Transfer**

- 1) An employee's request for transfer to a different building or position shall be in writing on the application form provided by the District. It shall succinctly state the school and the position sought, and the applicant's qualifications. The administration shall act promptly upon the request and shall notify the applicant of the decision. All pertinent factors will be considered, including availability of the position requested.

b. **Involuntary Transfers Other Than for Disciplinary Reasons:** Before ordering an involuntary transfer, the administration shall consider all pertinent factors, including an employee's seniority in the District, area of competence, past performance, and recommendations of the supervisor.

- 1) Notice of involuntary transfer, including a statement of reasons, shall be given the employee promptly, but no less than five (5) days prior to the effective date of the transfer unless the transfer occurs within the first month of school.
- 2) Promptly after notice of such transfer, but no less than two (2) working days before the effective date of the transfer, the employee may give a written indication of their personal wishes and preferences regarding a new assignment. If the employee desires a meeting with the Superintendent, they shall request it within two (2) working days before the effective date.
- 3) The employee being transferred will not be prohibited from visiting the site of a new assignment after working hours.

3. **Discipline and Discharge**

- a. Permanent employees in the bargaining unit shall have the right to be dismissed, demoted or disciplined only for just cause.
- b. No disciplinary records will be entered into the employee's personnel file without the employee first being given a copy of the document. The employee shall sign such a document with a copy of the signed document maintained in the personnel file to acknowledge receipt of the document. This signature shall not indicate agreement with the contents of such documents, nor the agreement with any decisions made, or courses of action taken.

In the event of flagrant misconduct, as defined by the administration, an employee may be immediately placed on paid administrative leave from employment, as determined by the administration. The suspension will last until the charges are investigated and a decision is made to continue or terminate employment. If the employee is not terminated, they will be reinstated in accordance with the terms established by the Superintendent.

- c. A decision concerning termination or reinstatement of a suspended employee will normally be made by the Superintendent within twenty (20) working days from the date of the suspension.
- d. In the event the Superintendent's decision is for dismissal, the employee will be notified in writing of their termination.
- e. Dismissal of an employee may be appealed in writing within fifteen (15) days to the Board for consideration or under Article 14, Section III, Level Four, of this agreement.,
- f. Disciplinary records may be removed by the District at the request of the employee if there have not been any incidents for two (2) years following the issuance of the critical material. The final decision of the request will be determined by the Superintendent. Evaluation files are exempt from this provision.

Article 11 - Holidays and Vacations

A. Holidays

1. Ten (10) paid holidays shall be granted to twelve (12) month classified employees, provided that the employee must work the day before and the day after each such holiday. The ten (10) holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Regular part-time employees shall be paid holiday hours equivalent to the number of hours worked each day.
2. Employees who work for the District less than twelve (12) months shall be paid only for the following holidays which occur during their period of employment: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, and Veterans Day, Christmas Day, President's Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving. They also must work the day before and the day after each holiday in order to qualify for payment.
3. An employee who has advance approval from their supervisor for an absence or who can otherwise reasonably demonstrate to the supervisor a justifiable cause for absence will not lose payment for the holiday because the employee did not work the day before or the day after the holiday.
4. When a designated holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed.

B. Vacation Pay

1. a. Upon completion of twelve (12) months of continuous District employment eligible classified employees may begin taking earned vacation time. Vacation time shall be earned according to the following schedule.

**Years of Service
with the District**

Basis for Computing Vacation

1-5	1 hr. of vacation for each 25 hrs. worked
6-12	1 hr. of vacation for each 17 ½ hrs. worked
13 and Over	1 hr. of vacation for each 13 hrs. worked

- b. Bargaining unit members who are regularly scheduled to work less than a full calendar year (12 months) shall not be entitled to earn vacation pay.
2. Classified employees may not accumulate more than 160 hours of accrued vacation time. Once an employee reaches a total of 160 hours accumulated vacation time they shall cease to accrue any additional vacation until such time as the employee utilizes their vacation and reduces the accrual below 160 hours.

3. Satisfactory arrangements for the time of vacation must be made with the employee's supervisor in advance.
4. Employees who voluntarily leave the District or are terminated through no fault of their own following one (1) year of District service and prior to their anniversary date shall be paid for regular vacation time earned up to their final day of employment.

Article 12 - Leaves of Absence

A. **General Rule:** Any absence from work, not specifically described herein as "with pay," will be charged to the employee. All contract leaves of absence will be conducted in accordance with state and federal leave laws.

B. **Paid Leaves of Absence**

1 **Sick Leave**

a. Sick leave shall mean personal illness of or injury to the employee which disables the employee from being reasonably able to work with safety to themselves or others. For purpose of this article, illness related to pregnancy, miscarriage or delivery will be recognized with proper certification from the attending physician. Sick leave will be allowed for use to care for OFLA/FMLA covered family members.

b. **Amount and Accumulation of Personal Illness (Sick) Leave**

1) Based on Article 8, D., classified employees working nine (9) months or more shall be granted a minimum of ten (10) and a maximum of twelve (12) sick leave days in accordance with their regular scheduled daily hours of work and their number of months of work per fiscal year. "Day," as used in this article, means the regular number of hours an employee works per day for the District. If an employee works less than nine (9) months in a fiscal year, he shall receive one (1) day per month of service employed.

2) Sick leave shall accumulate without limit.

3) Employees may use one-half $\frac{1}{2}$ of accumulated sick leave days for computation of retirement benefits as provided in ORS 238.350.

4) Sick leave may be taken in hourly increments.

c. **Verification**

1) When requested by the administration, any employee claiming more than three (3) consecutive school days of sick leave shall furnish a medical practitioner's certificate that the illness or injury prevents the employee from working. An employee may be required to submit to a medical examination, at the Board's expense, and with a doctor of the Board's choosing, prior to being allowed to return to work.

d. **Sick Leave Bank**

- 1) The District shall assist the Association in the operation of a sick leave bank as provided herein. The purpose of the sick leave bank shall be to extend to those employees additional paid leave hours should a serious illness or injury that is OFLA/FMLA qualifying exhaust the bargaining unit member's accumulated sick leave.
- 2) Upon thirty (30) days written notice from the Association, the District shall establish a separate sick leave account in the name of the Association or its administrative designee.
- 3) At the beginning of each school year, the Association shall advise members of the bargaining unit as follows:
 - a) That each member of the bargaining unit may donate up to one (1) day of said bargaining unit member's accumulated sick leave to the Association's sick leave bank. Further, at the beginning of each year thereafter, each member of the bargaining unit may contribute up to one (1) full day of sick leave to a total limit of sick leave days in the sick leave bank not to exceed the number of members in the bargaining unit.
 - b) That such donations are completely voluntary.
 - c) That the Association or its administrative designee shall administer all disbursements from said sick leave bank.
- 4) Bargaining unit members shall confirm their desire to donate to the sick leave bank no later than ten (10) workdays after the beginning of each school year. Such confirmation shall be in writing and personally signed by the donating bargaining unit member on a triplicate form to be provided by the Association. The original of said form shall be forwarded by the Association to the District. A copy shall be provided by the Association to the donating bargaining unit member and a copy may be retained by the Association.
- 5) The Association or its administrative designee of the sick leave bank shall develop policies governing the operation of the sick leave bank. The parties agree that the sick leave bank shall not be operative until such time as said policies have been adopted by the Association or its administrative designee and a copy of said policies have been forwarded to the District and each member of the bargaining unit.
- 6) The District shall transfer accumulated sick leave to the Association's sick leave account in accordance with the authorized donor confirmations that are received within the annual enrollment period as provided herein.
- 7) The Association or its administrative designee shall administer disbursements from the Association's sick leave bank account. Each time

such a disbursement is to be made, the Association shall advise the District, in writing, the exact number of days of sick leave and to whom said sick leave days are to be transferred. At no time shall the total number of sick leave days to be transferred exceed the total number of such days recorded in the Association's sick leave bank account.

- 8) The Association does hereby indemnify and will defend the District against all claims, charges, damages, legal fees and costs incurred as a result of its maintenance of the Association's sick leave bank as provided herein. If there is a claim made against the District as a result of the application of any of the provisions of this section, the Association agrees that it will be resolved through the grievance process detailed in Article 14 of this Agreement.

2. **Personal Leave**

Employees will be granted two (2) days per year of personal leave with pay, which if unused, shall accumulate up to a maximum of six (6) such days. Employees may elect to receive compensation for each unused personal leave day left at the end of the year. Compensation will be paid at the rate of \$15.00 per hour based on the employees regularly scheduled work hours. Any days for which an employee receives compensation will then be considered used and ineligible for rollover. Payment shall occur in the last pay period of the school year. Personal leave shall be requested at least one (1) day in advance. The immediate supervisor will not deny the request except when, in their judgment, extenuating circumstances are present

3. **Bereavement Leave:**

- a. Each bargaining unit member shall be allowed three (3) days Bereavement Leave per year with pay.
- b. Bereavement Leave is allowed in accordance with state and federal laws.

4. **Jury Duty and Subpoena for Court Appearance**

- a. A leave of absence may be authorized for jury duty or under subpoena as a disinterested witness. Fees received for services performed during working hours while on jury or court duty shall be reported to the business office and deducted from the employee's regular pay.
- b. The employee must, unless excused by the supervisor, report for work promptly after their required appearance has terminated.

5. **Military Leave**

This leave shall be in accordance with applicable Oregon law and Federal law.

C. Unpaid Leaves of Excused Absence

1. Unpaid Leaves

Any employee may apply to the Board's discretion for unpaid leaves of excused absence. Such leave shall not exceed one (1) year. Benefits shall not continue to accrue during any unpaid, excused absence unless the Board shall otherwise order. At the termination of the leave, the employee shall be placed in any open position for which they are qualified.

2. Unpaid Maternity, Adoption Leave or Medical Leave (FMLA/OFLA)

The District shall comply with all state and federal leave laws regarding parental or medical leave. Benefits shall not continue to accrue during such unpaid leave, unless the Board shall otherwise order.

3. Worker's Compensation:

a. Any absence from work while temporarily disabled by reason of a compensable industrial accident or disease shall be an excused but unpaid absence. It shall not be counted as personal illness leave unless the employee shall elect in writing to be paid as personal illness leave the difference between their temporary disability benefits and their regular wages. In case of such application, the employee will be charged a fractional personal illness leave day; however, such deduction shall not exceed the amount determined by taking the employee's daily wage for the period of time less benefits received under Workers' Compensation.

Any absence from work while temporarily disabled by reason of a compensable-on-the-job accident, injury or illness shall be paid in accordance with applicable state and federal laws.

b. All calculations are to be done on the employee's daily wage.

c. The employee must notify the District immediately if his absence is due to an on-the-job accident, injury or illness.

4. Association Meetings

Employees attending meetings primarily for the welfare of the Association shall do so with the Superintendent's approval at no more than ten (10) personal days per year and at the Association's expense. The Association shall reimburse the District only for the cost of a substitute employee, at a rate no greater than the pay of the absent employee.

Evening shift workers may attend the Association chapter meetings during their normal work time, with the understanding they will make up this time.

D. **Oregon Paid Leave:**

1. The Employer shall pay up to a maximum of one percent (1%) contributions to the Oregon Paid Family Medical Leave Insurance as an employer-provided benefit.

2. An Employee who receives a benefit under Paid Family Medical Leave Insurance may elect to use accrued leave to make up the difference between their benefits and their normal salary/wage. Upon receiving written notice of such an election, Employer shall deduct and apply the number of accrued leave hours necessary to ensure that the employee receives their normal salary/wages.

3. Continuation of Benefits: While receiving PFMI benefits, the District will continue to provide all District-provided insurance benefits (e.g., health insurance) and continue to pay any contributions required by the collective bargaining agreement. Any required employee contributions towards those benefits will be deducted from employee paychecks if the employee elects to turn over their PFMI payments or supplement their benefits with accrued leaves as allowed above. Employees who do not elect these options are responsible for remitting the Employee portion pursuant to Payroll requirements for continuation of these benefits.

4. Seniority Accrual: Employees' seniority will continue to be credited during any leave covered by the Act. However, an employee's probationary period will be adjusted proportional to their PFMI use if the period of PFMI leave exceeds two weeks to ensure adequate observation time for the District to evaluate suitability for regular status.

Article 13 - Length of Workday, Week and Working Conditions

A. Hours for Full-Time Employees

The regular workday for all classified employees is eight (8) hours, except for employees specified in "B" and "C" below. Daily starting and ending times are determined by the individual supervisor.

B. Hours for Full-Time Assistants

The daily starting and ending times for assistants are determined by the supervisor. The supervisor may increase or decrease the number of hours of individual employees with the Superintendent's approval.

C. Hours for Part-Time Employees

Working hours and daily starting times for assistants are determined by the supervisor. The supervisor may increase or decrease the number of hours of individual employees with the Superintendent's approval.

D. Work Week

The normal working week will be five (5) days from Monday through Friday. Nothing contained herein, however, prohibits the rights and responsibilities of the administration to assign other days of the week in a different order as the specific work week of the individual employee.

E. School Closure

Regular employees reporting to work, but not put to work, shall receive two (2) hours pay at the employee's regular hourly rate of pay unless notified prior to the reporting time that their services are not required. An employee will not be paid if the District gave notice by radio, television, telephone, text message, email, social media, or other readily accessible public means beforehand that the employee's services were not required that day.

In the event of a two (2) hour delay to the start of school, provided all notice provisions were met, all 11 and 12 month employees shall report to work at their regularly scheduled time when safe to do so. All employees who are not 11 or 12 month employees shall report to work two hours after their normally scheduled start time when safe to do so.

In the event of school closure due to inclement weather or other emergency, all 11 and 12 month employees are required to report to work when safe to do so. If an employee is unable to do so, 11 and 12 month employees may use personal or vacation leave if available to them. If the District instructs all 11 and 12 month employees not to report to work, then all 11 and 12 month employees shall be paid their normal day's rate of pay for that day and no leave use will be necessary.

In the event of school closure due to inclement weather or other emergency, all employees who are not 11 or 12 month employees shall not report for work. It is understood that the District

reserves the right to reschedule the closure days, requiring employees to makeup the closure days. If the District reschedules the closure days, all employees who are not 11 or 12 month employees shall receive no pay for the closure days and will be paid for the scheduled makeup days. If the District does not reschedule the closure days, all employees who are not 11 or 12 month employees shall be paid their normal day's rate of pay for the closure days.

Notice from employee. When such local conditions make it impossible for an employee to reach their assigned work stations, the employee shall notify their principal or immediate supervisor.

F. **Rest Periods**

Employees shall receive a break during each four (4) hour period of consecutive service, with the break as close as possible to the two (2) hour interval. Such breaks will be for fifteen (15) minutes and scheduled by the employee's immediate supervisor.

G. **Lunch Breaks**

Employees shall receive an uninterrupted lunch period of at least one-half ($\frac{1}{2}$) hour but not more than one (1) hour. Such time shall be as scheduled by the employee's immediate supervisor and be as near as possible to the halfway point of the workday. Such time shall not be considered time worked.

Article 14 - Grievance Procedure

Grievance Procedure for Contract Dispute

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

Section I - Definitions

- A. "Grievance" shall mean a substantial difference of opinion regarding the meaning or interpretation of the express terms of this Agreement.
- B. "Grievant" is the person or persons who has the grievance and is presenting the claim, also referred to as the claimant, or the Association making the claim.
- C. The "Party in Interest" is either the person or persons making the claim or the person or persons against whom the claim is made.
- D. "Consultant" is the one who advises either party in interest.
- E. "Steward" is the one who has been authorized by the Association to represent the grievant.
- F. "Immediate Supervisor" is the one who has direct administrative or supervisory responsibility over the grievant in the area of grievance.
- G. "Days" - the term "days" when used in this article shall, except where otherwise indicated, mean the grievant's working days.
- H. "Persons Officially Involved" means the Superintendent, their representative and/or consultants, the grievant, their representatives and/or consultants and witnesses.

Section II - General Procedures

- A. These procedures shall be processed within the specified lengths of time.
- B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith efforts to shorten the number of days provided. Time limits may be extended by written mutual agreement.
- C. The District and the Association have the right to consultants or representatives of their own choosing at each level of this grievance procedure.

- D. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified length of time shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified length of time shall be construed as a denial of the grievance, and shall permit the grievant to proceed to the next level.
- E. All documents, communications and records of a grievance will be filed in the District office separately from the personnel file.
- F. Forms for processing a grievance shall be prepared by the Superintendent or his designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties to facilitate operation of the grievance procedure.
- G. All parties will avoid interruption of classroom and/or any other school sponsored activities.
- H. Efforts will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- I. Each grievance shall have to be initiated within fifteen (15) days from the time of discovery of the cause of the claim.
- J. No reprisal shall be exerted by the District, Association, or any employee by reason of any grievance procedure, participation therein, or grievance decision.

Section III - Levels of Grievance

Grievance Procedure

Level One

The grievant shall first discuss their grievance with the principal or immediate supervisor with the objective of resolving the matter informally.

Level Two

If the grievant is not satisfied with the disposition of their grievance on an informal level, they may within seven (7) working days after the discussion provided for above file a written grievance with the building principal or other immediate supervisor. This claim shall set forth a clear statement of the grievance and the grounds upon which the claim is based, specific identification of the specific article or portions thereof violated, a clear statement of the specific remedy sought, and the reasons why the grievant considers the informal level decision unacceptable. The building principal or supervisor shall communicate their decision in writing to the grievant within seven (7) working days. If the grievant is not satisfied with the decision of the building principal or supervisor, they may appeal in writing within seven working (7) days from receipt of the immediate supervisor's reply to the Superintendent.

Level Three

Appeals to the Superintendent shall be heard by the Superintendent within seven (7) working days of receipt of the appeal. Written notice of the time and place of the hearing shall be given to the grievant and any other persons officially involved in the grievance.

Within seven (7) working days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the hearing their written decision, which shall include supporting reasons therefore.

If the Superintendent's decision is unsatisfactory to the grievant, they may, with the consent of the Association, in writing, within ten (10) working days from receipt of the Superintendent's decision, request appeal to Level Four, Arbitration.

Level Four

Only the Superintendent or the Association may carry the grievance procedure to Level Four. Only the specific grievance as filed at Level One may be submitted to arbitration.

Within seven (7) working days of receipt of the appeal, the Superintendent and the Association shall select a mutually acceptable arbitrator. If this is not done, the parties shall, on the eighth (8th) day, initiate a request to the Employment Relations Board for a list of five (5) arbitrators who reside in the state of Oregon. The party to strike the first name shall be determined by a coin flip and the losing party shall strike one name. This process will be repeated. The one remaining shall be the arbitrator. The hearing shall be conducted in a manner agreed to by the parties or, failing such agreement, as determined by the Rules of American Arbitration Association in effect at that time.

The arbitrator shall have no power or advice on salary adjustments, except as to the improper application thereof, not to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute their discretion for that of the Board in any manner not specifically contracted away by the Board. A decision or award of the arbitrator shall, within the scope of their authority, be final and binding on both parties.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement. In case of a grievance involving any continuing or other money claim against the District, no award shall be made by the arbitrator which shall allow any alleged accruals for more than fifteen (15) days prior to the date when such grievance shall have first been presented.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

Article 15 - Captions

The use of article, section or paragraph headings throughout this Agreement is intended for easy reference only and shall not be construed to enlarge on, limit, diminish or in any way modify the terms of this Agreement.

Article 16 - Strikes and Lockouts

- A. During the life of this agreement, The Association and its members will not initiate, cause, participate in or join in any strike, primary picket, work stoppage, slowdowns, or mass resignations/absenteeism in violation of ORS 243.650 243.782. Members of the bargaining unit shall not be prohibited from showing union solidarity by displaying items on their person or on bulletin boards designated for their use that are not derogatory to the District. Such displays shall not disrupt District operations, nor shall students and/or parents be enlisted to participate in such activities.
- B. There will be no lockout of employees in the unit by the District during the period of this Agreement.
- C. In the event that any employee or employees in the bargaining unit violates paragraph "A" above, the District shall serve notice to the Union and the employee or employees of the violation. The Union, upon notification, shall immediately notify any and all such employees individually, to cease and desist from such action, shall order each employee to return to that employees regular duties, and promptly notify the District the employees have been ordered. Employees not returning promptly to work after notice may be discharged or otherwise disciplined.

Article 17 - Miscellaneous

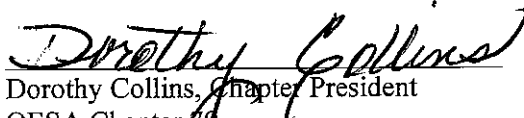
Publication of Agreement

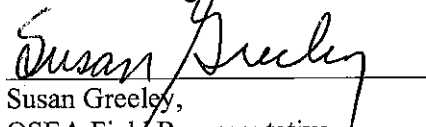
There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. A copy of this Agreement will be distributed by placing it on the District website. Each party is entitled to make such distribution or publication of all or any part of this Agreement as it deems desirable.

Article 18 - Duration and Termination of the Agreement

- A. This Agreement shall become effective upon signature and expire on June 30, 2027.
- B. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject exclusively to the Board's direction and control.
- C. Modification of agreement: This agreement shall be subject to change, amendment or supplement at any time by mutual consent of the Parties. Any such change, amendment or supplemental Agreement shall be reduced to writing, signed by the Board Chair, Superintendent, Association President, and the assigned OSEA Field Representative. When ratified by the Association and the Board, the change, amendment, or supplemental Agreement will be implemented. (Supplement refers to Memorandum of Understanding or Agreement.
- D. Either party wishing to initiate the negotiation of a successor contract shall notify the other party, in writing, not later than January 31, 2027. Negotiations shall commence not later than April 1, 2027.
- E. This Agreement is signed this ____ day of _____, 2024.

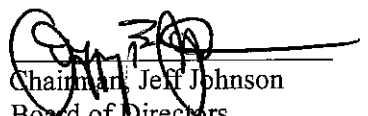
In Witness Whereof:

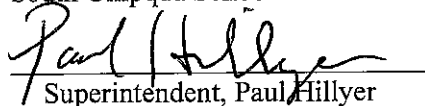

Dorothy Collins, Chapter President
OSEA Chapter 19


Susan Greeley,
OSEA Field Representative

Association Bargaining Team Members

Dorothy Collins
Brenda Chapman
Celenda Hayter
Phyllis Barrett
Cynthia Heze


Chairman, Jeff Johnson
Board of Directors
South Umpqua School District


Superintendent, Paul Hillyer
South Umpqua School District

District Bargaining Team Members

Paul Hillyer
Jeff Johnson
Shyela Chapman
Tabitha Roberts

APPENDIX A

SOUTH UMPQUA SCHOOL DISTRICT
2024-2025 CLASSIFIED SALARY SCHEDULE

	[Year 01]	[Year 02]	[Year 03]	[Year 04]	[Year 05]	[Year 06]	[Year 07]	[Year 08]	[Year 09]	[Year 10]	[Year 11]	[Year 12]	[Year 17]	[Year 22]	[Year 27]
effects 5% COLA															
Office Mngng]	\$20.41	\$20.82	\$21.23	\$21.66	\$22.08	\$22.53	\$22.98	\$23.44	\$23.90	\$24.38	\$24.87	\$25.36	\$26.63	\$27.96	\$29.36
ecretary 1]	\$18.65	\$19.01	\$19.39	\$19.77	\$20.16	\$20.58	\$20.99	\$21.40	\$21.83	\$22.27	\$22.71	\$23.17	\$24.33	\$25.56	\$26.83
ecretary 2]	\$17.76	\$18.09	\$18.47	\$18.84	\$19.20	\$19.60	\$19.98	\$20.38	\$20.80	\$21.22	\$21.64	\$22.07	\$23.17	\$24.33	\$25.55
ipal Family Advocate]	\$20.10	\$20.50	\$20.91	\$21.33	\$21.75	\$22.19	\$22.64	\$23.09	\$23.55	\$24.02	\$24.50	\$24.99	\$26.24	\$27.55	\$28.93
ehavior Attend Monitor]	\$20.10	\$20.50	\$20.91	\$21.33	\$21.75	\$22.19	\$22.64	\$23.09	\$23.55	\$24.02	\$24.50	\$24.99	\$26.24	\$27.55	\$28.93
ibrary Tech]	\$17.63	\$17.95	\$18.26	\$18.59	\$18.93	\$19.26	\$19.60	\$19.96	\$20.31	\$20.72	\$21.13	\$21.55	\$22.63	\$23.76	\$24.95
ist Assist 1]	\$18.75	\$19.07	\$19.42	\$19.78	\$20.12	\$20.49	\$20.88	\$21.24	\$21.62	\$22.05	\$22.49	\$22.94	\$24.09	\$25.30	\$26.56
ist Assist 2]	\$17.63	\$17.95	\$18.26	\$18.59	\$18.93	\$19.26	\$19.60	\$19.96	\$20.31	\$20.72	\$21.13	\$21.55	\$22.63	\$23.76	\$24.95
ood Transport]	\$15.96	\$16.28	\$16.60	\$16.94	\$17.27	\$17.63	\$17.99	\$18.32	\$18.70	\$19.07	\$19.46	\$19.84	\$20.84	\$21.88	\$22.97
ook Manager]	\$17.76	\$18.09	\$18.47	\$18.84	\$19.20	\$19.60	\$19.98	\$20.38	\$20.80	\$21.22	\$21.64	\$22.07	\$23.18	\$24.34	\$25.55
ood Server Lead]	\$15.63	\$15.96	\$16.28	\$16.59	\$16.94	\$17.27	\$17.61	\$17.98	\$18.32	\$18.69	\$19.06	\$19.44	\$20.41	\$21.43	\$22.51
ood Server 1]	\$15.26	\$15.57	\$15.88	\$16.19	\$16.52	\$16.84	\$17.19	\$17.54	\$17.88	\$18.24	\$18.60	\$18.97	\$19.92	\$20.92	\$21.97
lead Grounds]	\$20.87	\$21.29	\$21.70	\$22.14	\$22.59	\$23.05	\$23.51	\$23.98	\$24.45	\$24.94	\$25.44	\$25.95	\$27.24	\$28.61	\$30.04
roundskeeper]	\$16.28	\$16.60	\$16.94	\$17.27	\$17.63	\$17.99	\$18.32	\$18.32	\$18.32	\$18.69	\$19.06	\$19.44	\$20.41	\$21.43	\$22.51
aint Jm/yman]	\$26.53	\$27.06	\$27.60	\$28.16	\$28.71	\$29.31	\$29.88	\$30.47	\$31.08	\$31.70	\$32.34	\$32.98	\$34.63	\$36.36	\$38.18
aint Specialist]	\$20.87	\$21.29	\$21.70	\$22.14	\$22.59	\$23.05	\$23.51	\$23.98	\$24.45	\$24.94	\$25.44	\$25.95	\$27.24	\$28.61	\$30.04
ustedian]	\$18.27	\$18.65	\$19.02	\$19.40	\$19.78	\$20.19	\$20.58	\$21.00	\$21.42	\$21.85	\$22.29	\$22.73	\$23.87	\$25.06	\$26.31
laundry]	\$15.17	\$15.48	\$15.79	\$16.11	\$16.43	\$16.75	\$17.09	\$17.43	\$17.43	\$17.78	\$18.13	\$18.50	\$19.42	\$20.39	\$21.41

APPENDIX A

**SOUTH UMPQUA SCHOOL DISTRICT
2025-2026 CLASSIFIED SALARY SCHEDULE**

	[Year 01]	[Year 02]	[Year 03]	[Year 04]	[Year 05]	[Year 06]	[Year 07]	[Year 08]	[Year 09]	[Year 10]	[Year 11]	[Year 12]	[Year 13]	[Year 14]	[Year 15]	[Year 16]	[Year 17]	[Year 18]	[Year 19]	[Year 20]	[Year 21]	[Year 22]	[Year 23]	[Year 24]	[Year 25]	
reflects 2% COLA																										
Office Mngtr]	\$20.82	\$21.24	\$21.65	\$22.09	\$22.52	\$22.98	\$23.44	\$23.91	\$24.38	\$24.87	\$25.37	\$25.87	\$26.37	\$26.87	\$27.37	\$27.87	\$28.37	\$28.87	\$29.37	\$29.87	\$30.37	\$30.87	\$31.37	\$31.87	\$32.37	
Secretary 1]	\$19.02	\$19.39	\$19.78	\$20.17	\$20.56	\$20.99	\$21.41	\$21.83	\$22.27	\$22.72	\$23.16	\$23.63	\$24.07	\$24.54	\$24.99	\$25.46	\$25.92	\$26.39	\$26.86	\$27.32	\$27.79	\$28.26	\$28.72	\$29.19	\$29.66	
Secretary 2]	\$18.12	\$18.45	\$18.84	\$19.22	\$19.58	\$19.99	\$20.38	\$20.79	\$21.22	\$21.64	\$22.07	\$22.51	\$22.94	\$23.38	\$23.81	\$24.24	\$24.67	\$25.10	\$25.53	\$25.96	\$26.39	\$26.82	\$27.25	\$27.68	\$28.11	
Tribal Family Advocate]	\$20.50	\$20.91	\$21.33	\$21.76	\$22.19	\$22.63	\$23.09	\$23.55	\$24.02	\$24.50	\$24.99	\$25.49	\$25.99	\$26.49	\$26.99	\$27.49	\$27.99	\$28.49	\$28.99	\$29.49	\$29.99	\$30.49	\$30.99	\$31.49	\$31.99	
Behavior Attend Monitor]	\$20.50	\$20.91	\$21.33	\$21.76	\$22.19	\$22.63	\$23.09	\$23.55	\$24.02	\$24.50	\$24.99	\$25.49	\$25.99	\$26.49	\$26.99	\$27.49	\$27.99	\$28.49	\$28.99	\$29.49	\$29.99	\$30.49	\$30.99	\$31.49	\$31.99	
Library Tech]	\$17.98	\$18.31	\$18.63	\$18.96	\$19.31	\$19.65	\$19.99	\$20.36	\$20.72	\$21.13	\$21.55	\$21.98	\$22.41	\$22.84	\$23.26	\$23.68	\$24.10	\$24.52	\$24.94	\$25.36	\$25.78	\$26.20	\$26.62	\$27.04	\$27.46	
Inst Assist 1]	\$19.13	\$19.45	\$19.81	\$20.18	\$20.52	\$20.90	\$21.30	\$21.66	\$22.05	\$22.49	\$22.94	\$23.40	\$23.85	\$24.30	\$24.75	\$25.20	\$25.65	\$26.10	\$26.55	\$27.00	\$27.45	\$27.90	\$28.35	\$28.80	\$29.25	
Inst Assist 2]	\$17.98	\$18.31	\$18.63	\$18.96	\$19.31	\$19.65	\$19.99	\$20.36	\$20.72	\$21.13	\$21.55	\$21.98	\$22.41	\$22.84	\$23.26	\$23.68	\$24.10	\$24.52	\$24.94	\$25.36	\$25.78	\$26.20	\$26.62	\$27.04	\$27.46	
Food Transport]	\$16.28	\$16.61	\$16.93	\$17.28	\$17.62	\$17.98	\$18.35	\$18.69	\$19.07	\$19.45	\$19.85	\$20.24	\$20.63	\$21.02	\$21.41	\$21.80	\$22.19	\$22.58	\$22.97	\$23.36	\$23.75	\$24.14	\$24.53	\$24.92	\$25.31	
Cook Manager]	\$18.12	\$18.45	\$18.84	\$19.22	\$19.58	\$19.99	\$20.38	\$20.79	\$21.22	\$21.64	\$22.07	\$22.51	\$22.94	\$23.38	\$23.81	\$24.24	\$24.67	\$25.10	\$25.53	\$25.96	\$26.39	\$26.82	\$27.25	\$27.68	\$28.11	
Food Server Lead]	\$15.94	\$16.28	\$16.61	\$16.92	\$17.28	\$17.62	\$17.96	\$18.34	\$18.69	\$19.06	\$19.44	\$19.83	\$20.22	\$20.61	\$21.00	\$21.39	\$21.78	\$22.17	\$22.56	\$22.95	\$23.34	\$23.73	\$24.12	\$24.51	\$24.90	
Food Server]	\$15.57	\$15.88	\$16.20	\$16.51	\$16.85	\$17.18	\$17.53	\$17.89	\$18.24	\$18.60	\$18.97	\$19.35	\$19.72	\$20.09	\$20.46	\$20.83	\$21.20	\$21.57	\$21.94	\$22.31	\$22.68	\$23.05	\$23.42	\$23.79	\$24.16	
Head Grounds]	\$21.29	\$21.72	\$22.13	\$22.58	\$23.04	\$23.51	\$23.98	\$24.46	\$24.94	\$25.44	\$25.95	\$26.47	\$26.97	\$27.47	\$27.98	\$28.48	\$28.98	\$29.48	\$29.98	\$30.48	\$30.98	\$31.48	\$31.98	\$32.48	\$32.98	
Groundskeeper]	\$16.61	\$16.93	\$17.28	\$17.62	\$17.98	\$18.35	\$18.69	\$18.69	\$18.69	\$19.06	\$19.44	\$19.83	\$20.22	\$20.61	\$21.00	\$21.39	\$21.78	\$22.17	\$22.56	\$22.95	\$23.34	\$23.73	\$24.12	\$24.51	\$24.90	
Maint Jnyman]	\$27.06	\$27.60	\$28.15	\$28.72	\$29.28	\$29.90	\$30.48	\$31.08	\$31.70	\$32.33	\$32.99	\$33.64	\$34.29	\$34.94	\$35.59	\$36.24	\$36.89	\$37.54	\$38.19	\$38.84	\$39.49	\$40.14	\$40.79	\$41.44	\$42.09	
Maint Specialist]	\$21.29	\$21.72	\$22.13	\$22.58	\$23.04	\$23.51	\$23.98	\$24.46	\$24.94	\$25.44	\$25.95	\$26.47	\$26.97	\$27.47	\$27.98	\$28.48	\$28.98	\$29.48	\$29.98	\$30.48	\$30.98	\$31.48	\$31.98	\$32.48	\$32.98	
Custodian]	\$18.64	\$19.02	\$19.40	\$19.79	\$20.18	\$20.59	\$20.99	\$21.42	\$21.85	\$22.29	\$22.74	\$23.18	\$23.62	\$24.06	\$24.50	\$24.94	\$25.38	\$25.82	\$26.26	\$26.70	\$27.14	\$27.58	\$28.02	\$28.46	\$28.90	
Laundry]	\$15.47	\$15.79	\$16.11	\$16.43	\$16.76	\$17.09	\$17.43	\$17.78	\$18.14	\$18.49	\$18.87	\$19.24	\$19.61	\$19.98	\$20.35	\$20.72	\$21.09	\$21.46	\$21.83	\$22.20	\$22.57	\$22.94	\$23.31	\$23.68	\$24.05	

APPENDIX A

**SOUTH UMPQUA SCHOOL DISTRICT
2026-2027 CLASSIFIED SALARY SCHEDULE**

% COLA	[Year 01]	[Year 02]	[Year 03]	[Year 04]	[Year 05]	[Year 06]	[Year 07]	[Year 08]	[Year 09]	[Year 10]	[Year 11]	[Year 12]	[Year 13]	[Year 14]	[Year 15]	[Year 16]	[Year 17]	[Year 18]	[Year 19]	[Year 20]	[Year 21]	[Year 22]	[Year 23]	
Office Mnglr]	\$21.24	\$21.66	\$22.08	\$22.53	\$22.97	\$23.44	\$23.91	\$24.39	\$24.87	\$25.37	\$25.88	\$26.39	\$26.88	\$27.70	\$28.09	\$29.09	\$30.55							
Secretary 1]	\$19.40	\$19.78	\$20.18	\$20.57	\$20.97	\$21.41	\$21.84	\$22.27	\$22.72	\$23.17	\$23.62	\$24.10	\$23.62	\$25.32	\$26.58	\$27.92								
Secretary 2]	\$18.48	\$18.82	\$19.22	\$19.60	\$19.97	\$20.39	\$20.79	\$21.21	\$21.64	\$22.07	\$22.51	\$22.96	\$22.51	\$24.10	\$25.32	\$26.58								
Libral Family Advocate]	\$20.91	\$21.33	\$21.76	\$22.20	\$22.63	\$23.08	\$23.55	\$24.02	\$24.50	\$24.99	\$25.49	\$26.00	\$25.49	\$27.30	\$28.66	\$30.10								
Behavior Attend Monitor]	\$20.91	\$21.33	\$21.76	\$22.20	\$22.63	\$23.08	\$23.55	\$24.02	\$24.50	\$24.99	\$25.49	\$26.00	\$25.49	\$27.30	\$28.66	\$30.10								
Library Tech]	\$18.34	\$18.68	\$19.00	\$19.34	\$19.70	\$20.04	\$20.39	\$20.77	\$21.13	\$21.55	\$21.98	\$22.42	\$21.98	\$23.54	\$24.72	\$25.96								
Inst Assist 1]	\$19.51	\$19.84	\$20.21	\$20.58	\$20.93	\$21.32	\$21.73	\$22.09	\$22.49	\$22.94	\$23.40	\$23.87	\$23.40	\$25.06	\$26.33	\$27.63								
Inst Assist 2]	\$18.34	\$18.68	\$19.00	\$19.34	\$19.70	\$20.04	\$20.39	\$20.77	\$21.13	\$21.55	\$21.98	\$22.42	\$21.98	\$23.54	\$24.72	\$25.96								
Food Transport]	\$16.61	\$16.94	\$17.27	\$17.63	\$17.97	\$18.34	\$18.72	\$19.06	\$19.45	\$19.84	\$20.25	\$20.64	\$20.25	\$21.69	\$22.77	\$23.90								
Cook Manager]	\$18.48	\$18.82	\$19.22	\$19.60	\$19.97	\$20.39	\$20.79	\$21.21	\$21.64	\$22.07	\$22.51	\$22.96	\$22.51	\$24.11	\$25.33	\$26.58								
Food Server Lead]	\$16.26	\$16.61	\$16.94	\$17.26	\$17.63	\$17.97	\$18.32	\$18.71	\$19.06	\$19.44	\$19.83	\$20.23	\$19.83	\$21.24	\$22.30	\$23.42								
Food Server]	\$15.88	\$16.20	\$16.52	\$16.84	\$17.19	\$17.52	\$17.88	\$18.25	\$18.60	\$18.97	\$19.35	\$19.74	\$19.35	\$20.73	\$21.77	\$22.86								
Lead Grounds]	\$21.72	\$22.15	\$22.57	\$23.03	\$23.50	\$23.98	\$24.46	\$24.95	\$25.44	\$25.95	\$26.47	\$27.00	\$26.47	\$28.34	\$29.76	\$31.25								
Groundskeeper]	\$16.94	\$17.27	\$17.63	\$17.97	\$18.34	\$18.72	\$19.06	\$19.45	\$19.84	\$20.25	\$20.64	\$21.03	\$20.64	\$22.30	\$23.42	\$24.54								
Maint Jrmymn]	\$27.60	\$28.15	\$28.71	\$29.29	\$29.87	\$30.50	\$31.09	\$31.70	\$32.33	\$32.98	\$33.65	\$34.31	\$33.65	\$36.03	\$37.83	\$39.72								
Inst Specialist]	\$21.72	\$22.15	\$22.57	\$23.03	\$23.50	\$23.98	\$24.46	\$24.95	\$25.44	\$25.95	\$26.47	\$27.00	\$26.47	\$28.34	\$29.76	\$31.25								
Austodian]	\$19.01	\$19.40	\$19.79	\$20.19	\$20.58	\$21.00	\$21.41	\$21.85	\$22.29	\$22.74	\$23.19	\$23.64	\$23.19	\$24.84	\$26.07	\$27.38								
Laundry]	\$15.78	\$16.11	\$16.43	\$16.76	\$17.10	\$17.43	\$17.78	\$18.14	\$18.49	\$18.85	\$19.21	\$19.56	\$18.86	\$20.21	\$21.22	\$22.28								

Appendix B – Special Pay Schedule

PAY RATE FOR SPECIAL DUTIES	2024-26
Dances	\$35.00
Junior/Senior Prom	\$45.00
Middle School Athletic Activity Coverage	\$45.00 per game
High School Athletic Activity Coverage	\$50.00 per game