

Harrisburg School District 7

and

Classified Employees of the Harrisburg Education Association

2022 - 2025

Agreement



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Preamble

**HARRISBURG SCHOOL DISTRICT #7
AND
CLASSIFIED EMPLOYEES OF
THE HARRISBURG EDUCATION ASSOCIATION**

The Agreement is entered into by and between the Harrisburg School District #7, Linn County, Oregon, hereinafter called the "District" and the "Board"; and the Classified Employees of the Harrisburg Education Association, hereinafter called the "Association."

The intent of the Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for employees included in the bargaining unit, as defined in Article 1.

Article 1 - Recognition

- A. The Board recognizes the Association as the exclusive representative for all regularly employed and mid- year retiree classified employees. Confidential, supervisory, temporary, and substitute employees shall be excluded from the bargaining unit and from the provisions of this agreement.

All regularly employed classified employees shall serve for twelve (12) months under probationary status, during which their employment with the District may be terminated at any time.

1. **Temporary Employees** are defined as those hired for an assignment or project for not more than ninety (90) work days and no less than ten (10) work days. Please refer to Article 6 Work Conditions Item H for compensation language.
 2. **Substitute Employees** are defined as those hired to temporarily replace bargaining unit employees who are on an approved paid or unpaid leave of absence. No position shall be filled by a substitute employee for a period greater than seventy-five (75) working days in a fiscal year, except under the following conditions:
 - a. The position is temporarily vacant due to an employee's absence because of an injury or illness compensable under workers' compensation laws; or
 - b. An employee is absent due to other injury or illness; or
 - c. An employee is on leave greater than seventy-five (75) working days.
- B. The parties also agree that any employee who is salaried solely from grant funds shall be compensated (salary and benefits) during the term of this Agreement as per the salary schedule in effect during that fiscal year. In addition, such federally-funded employee(s) shall be covered by all the terms and conditions of the Agreement.
- C. Neither the terms of this Agreement nor their application or operation shall compel the Association or the District to violate any governmental rule, regulation, statute, court order or decree. In the event that any provision of this contract is declared invalid by any court of competent jurisdiction, such decision should apply only to the specific article, section, or portion of the contract specified in the decision and shall not invalidate the entire contract.
- D. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association. A PDF copy shall be posted to the District's website and be available for download. Bargaining unit members will be given a hard copy of the Agreement when a request is made to the District office.
- E. This Agreement shall not be modified except by written mutual agreement of the parties.

Article 2—No Strike/No Lockout Clause

- A. During the term of this Agreement, neither the Association nor its members will participate in a strike, slowdown, or withholding or reduction of services against the District.
- B. The Board agrees that, during the term of this Agreement, the District or its agents will not cause or engage in any lockout of members of the bargaining unit.

Article 3 - Grievance Procedure

A. Purpose

The purpose of this procedure is to provide an orderly method for resolving grievances. Efforts shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operations of the school system. Meetings or discussions involving grievances or these procedures shall occur outside of regular working hours during mutually agreed upon dates and times.

B. Definitions

1. **Grievance:** Grievance shall mean an allegation by an employee or group of employees that there has been a violation of one or more specific provisions of the Agreement.
2. **Grievant:** A "grievant" is a member of the bargaining unit who initiates a grievance. The Association may initiate a grievance itself if its rights and benefits in this Agreement are allegedly violated by the District. This shall not affect the rights of members of the bargaining unit and of the Association to representation as provided for in Section E, herein.
3. **Days:** Days shall mean calendar days.
4. **Exclusions:** A grievance shall not include, and this procedure shall not apply to any of the following:
 - a) The termination, discharge, or dismissal of any employees covered by this Agreement.
 - b) Any grievance based solely on a claim of discrimination by reason of age, race, religion, sex or national origin.

C. Time Limits

1. Failure by the grievant to appeal a grievance to the next level within the specified time limits is an acceptance of the decision at that level. Failure by the District to respond to a grievance within the stated time lines at any level shall be deemed to be a denial of the grievance and will permit the grievant to appeal to the next step. The time limits specified may be extended by mutual written agreement.

D. Levels of Procedure

Level One (Informal) - Principal: The grievant shall within fifteen (15) days of the occurrence giving rise to the grievance or fifteen (15) days from when grievant should reasonably have had knowledge of same, present the grievance orally and informally to the Principal with the objective of resolving the grievance informally. The Principal shall have fifteen (15) days in which to respond in writing to the grievance. If you are not able to file the grievance with your principal, you may begin with the Superintendent.

Level Two - Principal: If the grievance is not resolved to the satisfaction of the grievant after receipt of the response in Level One, the grievant may file a written grievance with the Principal no later than fifteen (15) days after receipt of the Level One response. The written grievance shall contain the following:

1. A statement of the grievance and the facts upon which it is based.
2. The remedial action being requested.
3. The section of this Agreement which was allegedly violated.

The Principal shall have fifteen (15) days in which to respond in writing to the grievance.

Level Three - Superintendent: If the grievance is not resolved to the satisfaction of the grievant, he/she may appeal the grievance to the Superintendent, no later than fifteen (15) days following receipt of the Principal's response. The Superintendent will conduct a hearing where the grievant will present his/her grievance and the Principal will share reason(s) for his/her denial. The Superintendent will respond to the parties in writing within fifteen (15) days.

Level Four - Board: If the grievance is not resolved to the satisfaction of the grievant, he/she may file the written grievance with the Clerk of the Board no later than ten (10) days after receipt of the Superintendent's written response.

The Board will have fifteen (15) days in which to make a written response to the grievance after holding a hearing in either of the following two processes:

1. The Board may choose to hear the grievance with the grievant, his/her counsel and/or an Association Representative; or
2. The Board may elect to form a committee of less than a quorum of the Board to hear the grievance as before and make a recommendation for the Board's ultimate decision.

Such hearing by the Board shall be in an executive session unless the grievant makes a timely written request to hold it in a public session.

Level Five - Arbitration: If the grievance is not resolved by the Board to the satisfaction of the grievant, he/she and the Association may give written notice to the Superintendent of the intent to take the grievance to arbitration. Such notice shall be given to the Superintendent within fifteen (15) days of receipt of the Board's decision. Within fifteen (15) days of receipt of the request for arbitration, the parties shall meet and attempt to select an arbitrator and obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the fifteen (15) day period, a request for a list of arbitrators may be made by either party to the Employment Relations Board. The parties shall then be bound by the American Arbitration Association rules in the selection of the arbitrator and the conduct of the hearing.

The Arbitrator may not add to, subtract from, or amend the terms of this Agreement, and he/she shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which would violate of the terms of this Agreement. Such decision shall be final and binding upon the grievant and the parties to this Agreement.

Fees and expenses of the arbitrator shall be borne equally by both parties; however, each party shall be responsible for compensating its own representatives and witnesses. Any other costs incurred shall be borne by the party incurring the same. The Association shall not be required to pursue any grievance to arbitration which, in its sole determination, lacks merit.

E. **Representation:** Any grievant may be accompanied at all steps of this grievance procedure by a representative and each such District Employee shall not suffer any loss in pay if required by the District to participate in any hearing or meetings called for herein which occur during his/her duty hours.

F. **Miscellaneous:**

1. The names of witnesses who will be used in arbitration must be made known upon request of the other party within seven (7) calendar days prior to the scheduled arbitration. Evidence not presented in the first three steps of the grievance procedure may not be presented to the arbitrator, unless such evidence was not available to the party.
2. All parties shall avoid interruption of classroom and/or any other school sponsored activities.
3. Every effort will be made by all parties to avoid the involvement of students in the grievance procedure.
4. There shall be no restraint, coercion, interference, discrimination or reprisals exerted on any individual involved in the grievance procedure by reason of such participation.
5. All final documents, communications and records of a grievance will be filed in the District office separate from the personnel files. If a grievance is based on a contested document that is currently in the grievant's file, and if said grievance is denied at the final grievance level utilized by the grievant, the document will remain in the personnel file.

Article 4- Management Rights

- A. It is recognized that the Board has, and will continue to retain, the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and those activities of its employees related to their professional duties and performance, except as may be expressly limited by this Agreement or by applicable law.
- B. Without limiting the generality of the foregoing, it is expressly recognized by the parties that the Board's operational managerial rights and responsibilities include but are not limited to:
 - 1. The right to determine location of the schools and other facilities of the school system;
 - 2. The determination of the financial policies of the District;
 - 3. The determination of the management, supervisory or administrative organization of each facility in the system and the selection of unit members for promotion to supervisory, management, or administrative positions;
 - 4. The maintenance of discipline and control and use of school system property and facilities;
 - 5. The determination of safety, health, and property protection measures;
 - 6. The enforcement of rules and regulations now in effect and the establishment of new rules and regulations from time to time; as long as such enforcement or establishment of rules or regulations is not in conflict with any section of this Agreement;
 - 7. The direction and arrangement of all the working forces in the system, including hiring, suspending, discharging, disciplining or transferring unit members and maintaining files to carry out this function;
 - 8. Creation, combination, modification or elimination of any position;
 - 9. The determination of the size of the working force, the allocation and assignment of work to unit members;
 - 10. The layout of the equipment to be used and the right to plan, direct, and control school activities;
 - 11. Starting and dismissal time for each school and each employee's work day.
 - 12. The school calendar shall be prepared by the Superintendent and shall be submitted to unit members for input before being approved by the Board. The number of student contact days resulting in employee work days shall be at the sole discretion of the school Board.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this Agreement and then only to the extent that such specific terms are in accordance with the Constitution and the laws of the State of Oregon.

Article 5 - Rights of Employees

A. Disciplinary Representation

Whenever any employee is required to appear before the Superintendent or the Board concerning any matter of a disciplinary nature or a formal complaint, he/she shall be given four (4) days (ninety-six (96) hours) notice of the nature of such meetings or interviews and he/she shall be entitled to have representation to advise him/her. No member of the bargaining unit will be disciplined by reduction in compensation, suspension without pay or given a written disciplinary reprimand without due process. For the purposes of this Agreement, due process is defined to mean:

1. The member will be informed of the charges against him/her.
2. The member and, at the member's option, his/her representative, shall have the right to discuss the charges with the Superintendent upon request;
3. The member and, at the member's option, his/her representative, shall have the right to respond to the charges. As part of the right of response is the right to include a written statement in his/her personnel file.

B. Employee Discipline

1. Discipline shall be defined as an act of the District against an employee directly aimed at correcting or eliminating behavior or conduct which is contrary to the policies, work rules, administrative regulations, directives or reasonable expectations of the District. Evaluations and/or plans of assistance shall not be considered discipline for the purposes of this Article.
2. Enforcement of employee discipline shall be subject to the due process standard as defined in Section A, above.
3. No employee shall be terminated or laid off based on the employee's salary placement or other compensation.

C. Personnel Files

Each member shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the member's request, accompany the member in this review. Members will be shown and acknowledge in writing any written complaints, written reprimands, or written observations/evaluations prior to such documents being placed in their personnel files. A member's refusal to acknowledge such review shall be documented. The member may respond in writing to any item placed in his/her personnel file; and said response shall become a part of the file.

D. Confidentiality

All personnel records shall be considered confidential to the extent provided for by law. Also, see policy GBL. The following individuals, however, shall have access to records in the personnel file:

1. Administrators, or payroll clerk or HR person, in order to perform District duties;
2. The employee who is the subject of the personnel file;

3. Those individuals or organizations to which the employee specifically authorizes the release of such records; and
4. The individuals or organizations to which the superintendent is legally required to authorize the release of such records through subpoena or other act of law;
5. Any individual who has a legitimate legal right to access specific records in the personnel file.

E. **Complaint Procedure**

Definition

A complaint is a negative remark or criticism against an employee and is not pertaining to constructive criticism. It is the intent of this Agreement to provide a complaint procedure that will handle such complaints expeditiously and fairly to all parties.

If a complaint is made against an employee to an administrator or supervisor, such a complaint shall be processed under the following circumstances:

1. If the complaint was found to be true, the District would intend to place a record of the complaint in the employee's evaluation report; or
2. If the complaint was found to be true, the District would intend to place a record of the complaint in the employee's personnel file or to take any other disciplinary action against the employee; or
3. If, in the District's judgment, the complaint is sufficiently relevant to the employee's performance as to require a conference.

Any complaint regarding a classified employee's responsibilities made to any member of the administration by any parent, or other person shall, within five (5) school days, be initiated according to the procedure outlined below:

1. **Informal Complaint Procedure.** The Administrator receiving the complaint and/or the Superintendent shall meet with the employee to apprise him/her of the full nature of the complaint, and they shall attempt to resolve the matter informally. The District will provide the date of complaint, and any written information to the employee. The District will not include names of student complainants under this provision. Complaint procedures will remain informal vs. legal and formal.

2. **Formal Complaint Procedure:**

Step One: Complaints unresolved informally shall be put in writing and will be reviewed with the employee by the pertinent administrator(s) in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step Two: If the administrators(s) are unable to resolve a written complaint satisfactorily, the results of the investigation along with administrator recommendation shall be forwarded in writing, to the Board with a copy to the employee. The complaint will include the name of ADULT complainant, date of complaint and any written information regarding the nature of the complaint. The District reserves the right to protect student rights and will not include student complaints in this procedure.

Step Three: After receipt of the findings and recommendations of the Superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent should not be followed. Copies of the final action by the Board shall be forwarded to the employee. Consistent with ensuring personal confidentiality to the employee, the Board may communicate its final action to the complainant as appropriate.

F. Involuntary Transfers

1. When an employee is involuntarily transferred within the District, he/she will have the opportunity to make known to the superintendent his/her wishes regarding a new assignment. Notice of an involuntary transfer will be given to the employee as soon as possible.
2. When an involuntary transfer is necessary, program needs, classification, ability, work performance and special training and seniority will be considered. However, the District shall make the final determination concerning the transfer.
3. An involuntary transfer will be made only after a meeting between the employee and the building principal and/or superintendent, at which time he/she will be notified of the reason for the transfer; however, if the absence of the employee prevents such a meeting, the District shall communicate in writing with the employee the reason for the transfer.
4. Employees being involuntarily transferred will be informed of appropriate vacancies known at the time the transfer decision is being made. Employees will be able to indicate their preference of assignment. If possible, the employee being involuntarily transferred will visit the new assignment prior to transfer.
5. During the year of the involuntary transfer, employee may request, in writing, that he/she be moved to their original assignment for the following year. To facilitate District planning such request shall be made by April 1. The administration will meet with the employee to discuss the change requested. Final decision will be the District's.
6. Placement on the salary schedule is determined by comparable experience in that assignment or job like category. Wages will be held harmless and will remain frozen until salary schedule catches up.

G. Voluntary Transfers

1. The Association recognizes that the District retains the right to fill vacancies in the way that it determines best suits the needs and interests of the District. The area of competence, program needs and length of service will be considered when making transfer decisions.
 - a. Any member desiring to transfer to a different position shall inform the District by April 1 of the school year prior to the school year for which the transfer is being requested. Applications should be renewed each year to remain in effect.
 - b. During the school year, notice of vacancies for bargaining unit positions will be posted in each work site. Advertising at large and local postings may occur simultaneously. "Work site" shall be defined as the school offices and faculty rooms for the purposes of this provision. A copy of the posting will also be given to the Association president.

To be considered for these positions, bargaining unit members shall apply for these positions with a letter to the Superintendent within ten (10) days of the posting and will then be considered for the position. The District retains the right to fill all vacancies either from within the Bargaining unit membership or outside the current Bargaining unit membership.

- c. For purposes of this section "vacancy" is defined as any position that remains unfilled after current staff has been assigned by the administration and the District has decided to fill the position.

H. Assignments

An "assignment" shall refer to the bargaining unit position in which the employee is placed. The assignments of members of the bargaining unit shall be made by the District, taking into consideration, so far as is practical, the employee's training, experience, specific achievements, and service to the District. Employees shall be notified in writing of any change in such assignments. The District shall give tentative notice of assignments to all employees as soon as it is practical, but not later than June 30 for the succeeding school year. When changes in such assignments become necessary after June 30, the employees affected will be notified promptly; and, upon the request of the employee, the changes will be reviewed by the District and the employee at a mutually agreed to meeting.

I. Demotions, Terminations, Discharges

Employees who are demoted, terminated, discharged, or dismissed shall have the right to a Board hearing of any such decision. Written requests for a hearing shall be made within fifteen (15) days of notification of termination, discharge, or dismissal (see ORS 332.544).

A hearing under this provision shall be conducted in the following manner.

- a. The Board will conduct a hearing by considering written and/or oral evidence submitted by the employee and the District administration pertaining to the demotion, termination, discharge, or dismissal issues.
- b. The hearing shall be held in accordance with Oregon law.
- c. The employee in question may be interviewed as part of the hearing.
- d. The decision of the Board shall be final, and will not be an issue subject to grievance.

J. Criticism of Classified Employees

Criticism that might be damaging to the reputation or to the professional position of a classified employee shall be made in confidence by a supervisor of said classified employee or by a Board member, except when circumstances beyond the control of either party prevent compliance with this provision.

K. Electronic Surveillance

The District shall notify all bargaining unit members that electronic surveillance may occur on District property before such surveillance is initiated. Only the superintendent and his or her designees shall be authorized to view or listen to footage collected from electronic surveillance equipment. Other than that, the footage shall remain confidential to the extent allowable under federal, state and local laws.

L. Policy Violations

Bargaining unit members will be allowed to file complaints and/or allegations of policy violation in accordance with the complaint procedure contained in Board Policy.

Article 6 - Work Conditions

A. Work Week

The work week shall commence at 12:01 a.m. on Sunday and continue for seven (7) consecutive days to end at 12:00 a.m. on Saturday. The actual workday shall be determined by the District, and is currently 7:30 – 4:30 p.m., Monday through Friday, 260 days per year, however, in some cases, employees may flex their workweek.

B. Full Time Status

Except as otherwise provided in the specific provision of this Agreement, full time status while the District is on a four (4) day week will be defined as maintain a regularly scheduled work week thirty-six (36) hours per week over the school year. Full-time equivalency for part-time employees will be determined using the employee's regularly schedule workweek as a fraction of the thirty-six (36) hour full-time work week. For example, an employee who is regularly scheduled to work twenty-seven (27) hours per week, the employee shall be considered a .75 FTE employee. If the District changes to a five (5)-day school week, full-time equivalency will be based on a forty (40)-hour week.

C. Overtime

Overtime shall be paid as required by applicable state and federal laws and regulations. Hours worked in excess of forty (40) hours in a work week shall be compensated at the overtime pay rate of one and one-half (1.5) of the employee's hourly wage rate. If no funds are budgeted for overtime compensation, the District and affected employee(s) may mutually agree to compensatory time off in lieu of overtime pay at the rate of one and one-half (1.5) hours off for each hour of overtime worked. All overtime and compensation time must be preapproved by a supervisor, and followed up with an email from the supervisor. An employee may be subject to discipline if he/she works overtime without obtaining written approval from a supervisor. Compensatory time shall not carry over from year to year.

D. Non-Regular Work Hours

If an employee is required to work for a period of time that is not contiguous to his or her regularly scheduled work hours, he or she shall be credited with one (1) hour of work or the actual number of hours worked, whichever is greater. When an employee responds because of the security system after his or her regularly scheduled work hours, he or she shall be credited with two (2) hours of work or actual number of hours worked, whichever is greater.

E. Lunch:

1. Each employee working in excess of five (5) hours per day shall receive a duty-free lunch period (emergencies excepted) of at least one-half (1/2) hour. Such time as scheduled by the employee's supervisor, as nearly as practical to mid-shift, shall be his/her lunch period. Such lunch period shall not be credited as time worked for any purpose. Lunch periods and breaks will be taken on campus by custodians whose shift occurs during regular school hours. District encourages every employee to take their scheduled breaks.

For employees assigned .94 FTE or more per week (including lunch periods described in Subsections a. and b., below) while the district is on a four-day (4) week, the lunch time shall be 30 (thirty) minutes in length. The lunch period shall be paid time and be considered as part of the work period (regular work day) under the following conditions:

- a. The lunch break shall be taken on campus. Employees who wish to leave campus for lunch must inform their supervisor of such prior to the lunch break being taken.

- b. The employee agrees to be on call to take care of situations which may arise within the employee's job description and/or emergency service wherever necessary within the District.
- c. If the employee elects to be off campus for the lunch break, that time shall not be credited as part of the work period (workday). Absence during the lunch period shall be reported to the District via the employee time card.

*If the District changes to a five-day (5) week, the provisions of this section pertaining to paid lunches will apply to employees assigned to 40 hours or more per week.

F. Rest Periods

Each employee shall receive a ten (10) minute break during each four (4) hour period of consecutive service. Such break period shall be designated by the appropriate supervisor. Each employee shall receive a total of two (2) ten (10) minute breaks during a work day of six (6) hours to eight (8) hours.

G. Paid Holidays

- 1. Employees in twelve-month (12) positions will be allowed the following paid holidays as long as the holidays fall within their regular work period.

Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Day
Memorial Day
Juneteenth Day

Should any of the above holidays fall on a Saturday, eligible employees shall receive the preceding Friday as a paid holiday. Should any of the above holidays fall on a Sunday, eligible employees shall receive the following Monday as a paid holiday. If the employee is required to work, he or she will be paid for the day of work plus the holiday at the regular daily rate of pay.

Employees in twelve-month (12) positions will be allowed the following non-paid holidays. Employees will not work on these days without special authorization.

Friday after Thanksgiving Day
Martin Luther King, Jr. Day

- 2. Employees in less than twelve months (12) positions who work seventy-five percent (75%) or more of full-time status per week will be paid at their regular daily rate of pay for any of the above holidays which fall within their regular work year as determined by the individual position.

H. Temporary Assignments

1. A classified member assigned by the District to temporarily assume the duties and responsibilities of another employee for ten (10) consecutive workdays (does not apply for subbing) shall be entitled to an adjustment in pay as follows:
 - a. If the temporary assignment is to a higher job classification, the employee shall be paid at the rate which is on the same step as his/her current rate of pay or the first (1st) step of the classification to which he/she has been temporarily assigned, whichever is higher; or
 - b. If a classified member voluntarily accepts a temporary assignment to a lower paying job classification, the employee shall be paid at a rate which is the same as his/her current rate of pay or the first step of job classification to which he/she has been temporarily assigned whichever is higher.
 - c. If a classified member is involuntarily assigned to a temporary assignment in a lower paying job classification, the employee shall continue to receive his/her current rate of pay during the period of such temporary involuntary assignment.
2. Classified bargaining unit members who accept additional temporary assignments outside their normal working schedule will not accrue or access paid leave for hours worked in the additional temporary assignment. For purposes of this section, "additional temporary assignments" are defined as additional hours, projects or duties added to the employee's normal assignment for not more than nine (9) calendar weeks.

I. Health and Safety

1. The District shall maintain safety committees in accordance with its obligations under ORS 654.176, ORS 654.182 and OAR 437-001-0765.
2. Subject to the limitations of the Family Educational Rights and Privacy Act (FERPA), ORS 336.187 and OAR 581-021-0340, employees with a legitimate educational interest shall be notified prior to being assigned to work with or supervise student(s) who evidence deviant behaviors that could present a safety problem to other students or the employee. To the extent allowable by law, employees will be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing those behaviors as soon as that information is available.
3. Every employee shall have access to forms located in the office of each work site with which to report work environment concerns. Written responses to every concern must be returned to identified originators in a timely manner.
4. No reprisals or discrimination shall be taken against any employee who makes good faith disclosures of an unsafe or unhealthy working environment.
5. The District shall provide information about filing disability and workers compensation claims upon the request of employees.

Article 7 -Bus Drivers/Transportation

- A. Any physical or vision exams required by school bus standards will be provided by a qualified examiner selected by the District and will be paid by the District.
- B. Testing fees for commercial driver's license will be reimbursed by the District upon presentation of receipt. The District shall reimburse the employee for all additional direct costs for meeting State and Federal certification requirements to maintain a school bus driver's license.
- C. Routes shall be assigned on a seniority basis at the beginning of the school year. These assignments shall remain unchanged for the school year, except as provided herein. However, nothing shall prevent the District from making changes in route assignments when, in the District's discretion, such changes are in the best interest of the District and under special circumstances, the District may consider skill level and ability in addition to seniority, to ensure safety.
- D. If a bus driver arrives at the bus lot for a scheduled route or additional work and has not been notified of a cancellation, the driver shall receive pay equal to one (1) route or, if it is an activity, the driver shall receive pay equal to one (1) hour of salary.
- E. (From MOA signed February 28, 2020) Prior to September 1 of each school year, the Transportation Supervisor shall arrange the names of all transportation staff in order of district seniority for purposes of establishing overtime. Employees hired on or after September 1 of each year will be placed at the bottom of the list. Only overtime authorized in advance by the supervisor will be permitted.

When extra hours are available (such as Saturday or Sunday assignment or extra trips), the District official when possible shall provide a forty-eight (48) hour notice and shall offer opportunity to work the day(s) or hours to the first person listed on the overtime list. The Transportation supervisor will always assign extra trips evenly and fairly, unless certain circumstances require otherwise. The Transportation supervisor always has the final say.

In the event that no one accepts the assignment, the District may assign any person(s) on the list to the assignment provided, however, that no employee shall be assigned, consecutively to an involuntary Saturday and/or Sunday assignment. An involuntary assignment shall not cause rotation of names on the rotation list. If no paid driver is able to accept an assignment and it is not CDL driver required and the district vehicle holding 15 or less students can be used, the assignment can then be offered as a voluntary assignment to a Harrisburg School employee bus certified person.

Employees who have not indicated a desire to work on Saturday or Sunday shall not be required to work on Saturday or Sunday except:

1. No substitute driver is available; and
2. If sufficient numbers of persons in the classification fail to volunteer in which case employees will be assigned in the inverse order of the classification seniority within the department; or
3. In the event of an emergency; or
4. In the event the assignment requires special skill.

Overtime for work on Saturday and Sunday will be paid only when it causes the pay period to exceed forty (40) hours for the work week. Except in given cases of emergencies, employees assigned to work on Saturday or Sunday shall be given, where practical, a minimum of two (2) days' notice.

- F. Regular route drivers may be scheduled for a maximum of forty (40) hours per week. Work beyond forty (40) hours per week will be based on administrative approval. If a driver works sufficient hours to qualify for PERS, the District will pay the PERS benefit rate as with other classified employees.

- G. The District will continue to have the bus fueling done by assigned personnel as is the current practice.
- H. Bus drivers will be required to attend all meetings scheduled for them by the District. These are to be considered as part of the job requirements.
- I. Bus drivers shall wash their buses every two (2) weeks. Rate of pay for the bus washing is same category as trip pay. When bus drivers are in training sessions the rate of pay will be based on employee's current bus route step.
- J. Those employees driving school buses must have lawful, unexpired Commercial Driver License in effect prior to delivering services to the District. Drivers who fail to keep their license current will be discharged as a District bus driver.
- K. Substituting: Any regular driver who has been assigned to additional work or regularly drives a daily trip (such as to the Child Center) will not be pulled off that assignment to substitute on a route, except in an emergency at the District's discretion. Additional work shall be defined as additional driving assignments and may be applied to trips, routes or assignments or duties that generate pay for bus drivers.
- L. The District shall, in its sole discretion, be responsible for establishing bus routes, route hours, stops, bus cleaning time, inspection time, meeting time, etc.
- M. Overnight bus trips to be paid as follows:
 - 1. All driving time will be paid at trip rate.
 - 2. All time during which a bus driver is required to be on standby is to be paid at Oregon's minimum wage rate.
 - 3. Driver will not be paid for hours of sleep time or hours of non-standby time.
 - 4. For purposes of this contract "minimum wage" shall be the Oregon's minimum wage per hour amount passed into law by the Oregon Legislature and shall take effect at the same time as the implementation required by statute.
 - 5. Drivers will not be assigned supervision of students duties while on trips.
- N. Bus Driver Drug Testing
 - 1. Employees who as a condition of employment are required to have a commercial driver's license will be subject to drug and alcohol testing pursuant to the Omnibus Transportation Act of 1991.
 - 2. The District will cover the costs associated with the random, reasonable suspicion and post-accident testing as required by federal law and regulations. The employee will be responsible for any costs associated with any follow-up tests requested by the employee following a positive test.
 - 3. Employees who are reported to the District as testing positive for substance abuse will be suspended without pay immediately.
 - 4. Employees testing positive may appeal the suspension as per the processes covered in the statutes. If the appeal is granted, and the driver is allowed to maintain a current CDL, then the employee will be immediately reinstated.

Article 8 - Layoff and Recall

A. Contemplation of Layoff

If the Board is contemplating a layoff of any classified employee(s) in the bargaining unit, it will notify in writing the affected employee(s) and the Association within thirty (30) calendar days prior to the effective date of layoff.

B. Procedure for Layoff

1. Seniority shall be defined as the total length of continuous service as a classified employee within the District from the most recent date of hire. For accounting purposes, all authorized paid leave will be counted toward seniority; authorized, unpaid leaves of absence will not count toward seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.

Employees of all component school districts that unified on July 1, J 996 to become Harrisburg School District #7 shall retain the seniority which the employees earned in their respective unifying district. Ties in seniority shall be broken by drawing lots.

2. The Board may consider program needs, classification, ability, work performance, special training and seniority in determining which employee(s) will be laid off. If ability, work performance and special training are substantially equal between two (2) or more employees in a classification the employee with the least seniority will be laid off.
3. Laid-off employees will not be paid any salary or benefits during the period of layoff. A laid-off employee may, at his/her own expense, continue health insurance coverage for up to eighteen (18) months, subject to the approval of the insurance carrier(s).

C. Recall

1. Recall rights shall exist for eighteen (18) months from the date of layoff. For the purposes of this article, the date of layoff shall be the employee's last date of actual service as a regular classified employee with the District. Any laid-off employee not recalled according to this procedure within the eighteen (18) months will be deemed to have resigned in good standing. During the recall period, an employee will no longer be eligible for recall if any of the following occur:
 - a. Waiver of recall rights in writing;
 - b. Resigns;
 - c. Fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position as determined by the District.
2. Whenever the District determines that a regular vacancy exists within a classification which has experienced a layoff (within the last eighteen { 18 } months), laid-off employees from that classification will be recalled based upon seniority. The recall notice will be sent by certified mail to the last address the District has on record for the laid-off employee, with a copy to the Association president. The laid-off employee will have fifteen (15) calendar days from the date of mailing to respond to the recall notice. Failure to respond within the fifteen (15) days or rejection of any recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation. The employee must thereafter

report on the starting date specified by the District, or lose all recall rights. Additionally, when the District determines that a regular vacancy exists within a classification for which a laid off employee is qualified, at a higher or lower rate of pay than the employee's previous position, such qualified employee will be recalled. Notice of recall and the conditions of recall shall be as stated above.

3. Employees laid off from the following groupings of classification shall be deemed qualified and eligible for recall to any classification within the grouping from which they were laid off and able to meet all job description requirements, skills, and certifications:
 - Para Professionals
 - Educational Assistant
 - Student Support Assistant
 - ELL/CTE/Careers - Student Intervention and Support Specialist
 - Library Assistant
 - Speech Language Pathologist Assistant (SLPA)
 - Student Intervention and Support Specialist
 - Bilingual Family Outreach Liaison
 - Facilities
 - Groundskeeper
 - Maintenance
 - Custodian
 - Transportation
 - Route Driver
 - Trip Driver
 - Transportation support
 - Food Service
 - Head Cook
 - Server/Assistant Cook
 - Café Clerk
 - Secretarial/Program Staff
 - Executive Secretary
 - Secretary II
 - Library Supervisor
 - Special Education Administrative Assistant
 - Program Administrative Assistant
 - Flex Academy Administrative Assistant

D. Alternative to Layoff

As an alternative to layoff, reduction in hours may occur. Should the Board elect to reduce hours instead of lay-off employees, reduction in hours will be according to program needs, classification, ability, work performance and special training within job classifications, and the hours of the least senior employee shall be reduced first.

This provision does not require the Board to select an alternative to layoff.

E. General Provisions

At the time the District announces its intent to implement the provisions of this article, it agrees to provide to

the Association, upon request, at no cost, a complete list of all bargaining unit members, including: the member's first date of actual employment with the District, and each member's areas of certification/classification and total years of work experience, as reflected in the records held by the District.

F. Recall Rights

Employees with recall rights under this article may also sign up on the waiting list for substitution assignments. If the employee is granted a substitution assignment, such assignment will not affect the employee's recall rights.

Article 9 - Paid Leaves

Members covered by this Agreement shall be eligible for the following leave benefits:

A. Sick Leave

Sick leave is defined as absence due to personal illness or injury of the employee or illness or injury of the employee's immediate family. "Paid sick leave" shall be the employee's normal work day at full pay. However, sick leave shall be accrued, reported and taken in hourly increments. "Work day" is defined as the number of hours a person works per day for the school District.

Immediate family definition: "Family Member" means the spouse of an employee, the registered domestic partner of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law or the employee or a person with whom the employee was or is in a relationship of *in loco parentis*.

Pursuant to ORS 332.507, the District shall allow each full-time school employee at least ten (10) days' sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. Unlimited accumulation of sick leave will be allowed, and the District shall permit new employees to transfer up to seventy-five (75) days' sick leave accumulated in other Oregon districts; however, the accumulation shall not exceed that carried in the most recent employing district. Upon separation of employment all frontloaded leave will be prorated based on actual time worked. Adjustments will be made to the final paycheck.

1. The District shall comply with all Oregon laws with regard to the reporting of unused sick leave to PERS upon the retirement of a bargaining unit member.
2. Sick leave pay up to 96 hours for a regular part-time employee shall be pro-rated.
3. Should a regular employee be absent because of illness or injury so as not to start work at the beginning of a school year or fiscal year, accumulated sick leave shall apply for that period, and subject to that accumulation he/she shall receive such pay as he/she is entitled to on regular paydays.
4. A grant of sick leave in excess of three (3) consecutive days may be verified at the District's discretion by a written statement from the employee's attending physician or practitioner that injury or illness prevents the employee from working.
5. Oregon law will be followed when an employee uses all his/her accumulated sick leave with regard to continued employment.
6. Temporary Disability Due to Pregnancy: As per the Oregon Family Leave Act (OFLA) employees shall be eligible for paid sick leave due to pregnancy when the following conditions are met:
 - a. The employee is to be paid sick leave only for the period of the actual physical incapacity due to the pregnancy and/or birth of the child which prevents the employee from working. OFLA/FMLA run concurrently.
 - b. The employee provides a physician's certification of physical disability. The District shall have the right to obtain, at its own expense, a second medical opinion.
 - c. District agrees to comply with all state and federal leave laws.
7. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one hour. The employee may at the discretion of the District be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of

illness to the Superintendent when there is documentation of suspected sick leave abuse. The District will bear any out of pocket cost to the employee to obtain a requested medical certification for the purpose of providing documentation regarding suspected sick leave abuse and will pay for the mileage to and from the employee's residence to the office of the employee's medical provider up to one hundred (100) miles round trip. The Superintendent may grant an additional mileage allotment to an employee providing documentation that their health care provider is located beyond one hundred (100) miles round trip from the employee's residence. If it is determined the employee has committed sick leave abuse all reimbursement for mileage shall be deducted from the employee's check the next payroll period. Where sick leave qualifies for Oregon Family Leave Act (OFLA) and/or Family Medical Leave Act (FMLA) leave, the leaves shall run concurrently.

8. When an employee will be absent from work, he/she shall give notice to the Supervisor or the person designated by the Superintendent to receive such notice prior to the start of the work day or as early as practical unless circumstances beyond the control of the employee prevent such notification. If the absence is for consecutive days, the Superintendent or designee shall be notified of the date of return, as soon as it is known.
9. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the District in order to establish medical fitness for the duties of the position before returning to work.

B. Personal Leave

1. Each employee shall be awarded two (2) paid personal leave days annually based on FTE and calculated using total number of days and hours worked. These days may be used for any reason and are non-accumulative. Upon separation of employment, all frontloaded leave will be prorated based on actual time worked. Adjustments will be made to the final paycheck.

Advanced approval must be obtained unless the reason for the leave makes it impossible. Personal reasons need not be provided to the District when applying for the leave. Such leaves may be denied when two or more employees in the same classification and in the same building apply for personal leave the same day.

2. Unless the principal denies the request for leave in writing, the employee shall consider the leave granted. If the principal denies the request, he/she shall cite the criteria from this article which is not satisfied by the employee's request for leave.
3. Leave under this section will not be granted for the day before or the day after regular vacations or holiday periods or for recreational purposes, unless approved, in advance, by the Superintendent.
4. At the end of the school year all classified employees who have used no personal leave during the year shall receive a bonus salary payment in their June paycheck of one-hundred (100%) of one (1) day's pay. They will have the option of rolling one day of personal leave to the following year. Employees would only be able to obtain a maximum of 3 personal days during a school year.

- C. **Bereavement Leave** - An employee shall be allowed five (5) days of paid leave time annually in case of death in the immediate family. Immediate family includes all family members described in ORS 659A.150. Additional leave may be requested of the Board. Bereavement leave under Oregon Family Leave Act (OFLA) shall run concurrently with the paid bereavement leave provided in this section.

D. Vacation and Vacation Leave

1. Vacation shall be based on annualized FTE and frontloaded at the beginning of the fiscal year after the

first year of service. Prorated FTE is calculated by taking the total number of hours an employee works over the course of the fiscal year 7/1 – 6/30.

Employees must work a minimum of eighteen (18) hours annualized FTE or more to be eligible for vacation time.

For example, an eligible employee who has an annualized FTE equal to thirty-six (36) hours a week would receive the following vacation leave.

a. **After Year(s) Service Vacation Hours:**

1 year	36 hours	3 hours per month
2 years	45 hours	3.75 hours per month
3 years	54 hours	4.5 hours per month
4 years	63 hours	5.25 hours per month
5 years	81 hours	6.75 hours per month
6 years	90 hours	7.5 hours per month
7 years	99 hours	8.25 hours per month
8 years	108 hours	9 hours per month
9 years	117 hours	9.75 hours per month
10 years or more	126 hours	10.5 hours per month

b. Employees who have an annualized FTE equal to more or less than thirty-six (36) hours shall have their vacation time pro-rated.

c. Earned vacation in the first year of employment shall be pro-rated based upon the employee's date of hire.

d. All employees in twelve-month (12) positions in the bargaining unit shall be granted paid vacation time as follows:

Vacation dates must have the approval of the Superintendent. Vacation will not be allowed during the week before the start of school without the approval of the Superintendent or Building Supervisor. Vacations should be arranged through mutual agreement with the administration as far in advance as possible. Whenever possible, and depending on the employee's job responsibilities, vacations should be taken during times when they are least disruptive to District operations and prior to June 30.

Employees eligible for summer vacation will have vacation time approved by their supervisor at least two (2) weeks prior to the employee's vacation date(s).

Employees may accrue up to one and one-half (1.5) times of their current service year vacation hours. If an employee exceeds this limit, he or she will not accrue vacation hours until the balance is reduced by the employee taking vacation. Employees may not work vacation time and be paid twice. Upon separation of employment, all frontloaded leave will be prorated based on actual time worked. Adjustments will be made to the final paycheck.

- E. **Jury or Witness Duty** - When an employee is called for jury duty or is subpoenaed as a witness before a court, legislative committee or judicial body, he/she will be continued at full salary for the period of required service, provided however, that compensation received by the employee for jury duty or witness fees, excluding mileage reimbursement, shall be reported to the District unless such fees are earned on the employee's day off. The amount of these fees shall be deducted from the employee's pay on the next pay period. Upon being excused from jury duty or appearance as a witness during any work day, the employee shall report to their supervisor for possible assignment for the remainder of the regular school day. Jury or witness duty leave identified in this section shall not apply when an employee is involved as a litigant for personal reasons, or any litigation, grievance, or the like that is filed by or in behalf of the Association against the District. The District reserves the right to request that an employee called for jury duty petition the court for release from jury duty. The District reserves the right to petition to have the employee exempted from jury or witness services, if the District feels that the employee's absence in an emergency situation would create a hardship for the District.

F. **Military Active Duty Leave** - Military active duty leave shall be allowed in accordance with Oregon Revised Statutes (408.290) relating to such leaves. Employee will be continued at full salary for the period of required service, provided however, that compensation received by the employee for military leave, excluding mileage reimbursement, shall be reported to the District unless such fees are earned on the employee's day off. The amount of these fees shall be deducted from the employee's pay on the next pay period.

G. **Professional Leave**

1. Professional leave with or without pay may be authorized by the District for attending educational/professional conferences or for other purposes directly related to work assignments and duties. The District retains the sole discretion to determine whether an educational or professional conference is indeed "directly related to work assignments and duties."

2. **Tuition Reimbursement**

The District agrees to reimburse the tuition for approved classes relating to employee's job description. Class(es) must be pre-approved by superintendent. Tuition will be reimbursed when employee presents certificate of completion or transcripts, and proof of payment.

3. **SLPA Licenses**

All SLPA licenses, membership dues (American Speech-Language-Hearing Association), and/or trainings for SLPAs, including required CEUs, will be paid by the District only if the District is billing for Medicaid billable services. Should the District no longer bill for Medicaid billable services SLPA licenses, membership dues, CEU expenses, and/or trainings, including CEUs, shall become the financial responsibility of the employee.

4. **Conferences**

The District agrees to pay reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by employees attending professional conferences with the prior approval of the administration or Board.

H. **Emergency School Closure Leave**

Each employee shall be awarded annually with two (2) days of non-accumulative emergency school closure leave. If the District closes beyond the two (2) days, the classified work year calendar will be adjusted to match the student instructional calendar; additional compensation will only be paid if extra student instructional work days are added to any classified employees work year. In the event of extra student instructional workdays, employees shall be paid additional at their regular hourly rate of pay.

I. **Paid Family Medical Leave Insurance - HB2005**

Starting on January 1, 2023, the District shall comply with the law.

J. Other leaves of absence with or without pay may be granted by the Superintendent or designee at its discretion for good reason.

K. The District will comply with all statutory requirements with regard to paid leave.

L. The District may recover paid leave time from an employee's final payroll, if the employee used

District paid leave time before it was earned.

Article 10 - Workers' Compensation

- A. The District will continue to participate in Workers' Compensation as required by state law. When an employee is injured while performing his/her job duties and qualifies for Workers' Compensation benefits, the following shall apply:

The absence of an employee for work-related illness or accident for which compensation is received from the District's Workers Compensation carrier shall be considered sick leave until the employee no longer has any accumulated paid leave. However, the amount of sick leave time charged against the employee's sick leave account shall be only that portion of each day that is not compensated by workers' compensation. Such payments shall be discontinued when the employee's accumulated sick leave is exhausted or when the employee begins to receive District provided disability benefits.

While receiving this paid leave from the District, if any overpayment is made, the District shall offer a payback plan over a period of three (3) months to the employee, or longer if mutually agreed. If the employee leaves the District, the balance owed shall be withheld from the final paycheck.

Article 11 - Unpaid Leaves

- A. **Personal Leave** - Personal leave must be used before requesting unpaid leave.
- B. **Extensions** - Any extension of unpaid leave shall be requested in writing to the Superintendent and the Superintendent shall respond in writing.
- C. **Additional Unpaid Leave** - Employees can request, in writing, that the Superintendent consider additional unpaid leave request(s). The requests would need to state dates, reason, need, etc. and would only be considered if presented to the Superintendent at least one week prior to the start of the requested unpaid leave. Employees who have worked for three (3) consecutive years may be granted a leave of absence without compensation for up to one (1) year for personal reasons. This provided the Superintendent or designee determines that such leave will not negatively affect the program of the District. Step increases, sick leave, seniority, health benefits, and vacation will not be earned for the period of leave. Upon return, employee will be placed at the same column and step as previous assignment.

Article 12 - Dues and Payroll Deductions

- A. Any employee who is a member of the Association or who has applied for membership may sign and deliver personally or through the Association to the Superintendent an assignment authorizing deductions of membership dues in the Association (i.e., local, OEA-NEA). Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the first regular salary check of the employee each month for ten months, beginning in September and ending in June each year. (Deductions for employees who join the Association after the commencement of the school year shall be appropriately pro-rated so that payments may be completed by the following June.)
- B. Withdrawing the payroll deduction for such dues shall be accomplished by writing a letter to the office of the Association and to the office of the Superintendent.
- C. A check for the deductions will be sent upon receipt of a bill from the OEA each month. The Association agrees promptly to advise payroll of all members of the Association in good standing.
- D. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for the following approved deductions: 1) Credit Union; 2) Options in an insurance program.
 - 1. The annual local association dues of twenty-five dollars (\$25.00) will be withheld one time per year in a lump sum twenty-five dollars (\$25.00) on the March twenty-fifth (25th) paycheck.
- E. The Association agrees to indemnify and hold the District harmless against any and all claims, suits, orders, judgments, or other damages and liabilities, including litigation expenses, which may arise as a result of making the payroll deductions of the Association dues referenced in sections A, B, and C of this Article. The Association agrees to pay for the attorney(s) or law firm selected by the District to defend it against any lawsuits, administrative proceedings or other complaints filed against the District by employees or other organizations with regard to the withholding processes for the Classified Employees of the HEA/OEA dues. The individual employees agree to the same for any other requested withholdings.
- F. The District will comply with HB2016.

Article 13 - Association Rights and Privileges

- A. Information - Upon request, the Board agrees to cooperate with the Association in providing public information necessary for its functioning as bargaining representative. Cost for copying and preparing documents shall be borne by the Association.
- B. Use of School Buildings/Equipment - The Association shall have the right to use school facilities/equipment under the same guidelines other organizations follow (outlined in District Policy KG) providing there is no interference with the regular school programs and when such equipment is not otherwise in use. The Association shall be responsible for the reasonable cost of the use of all materials and supplies. The building Principal shall be notified of the Association request to confirm time and place. The use of school equipment shall include the appropriate use of computers and the internet, subject to all relevant laws, district policies and administrative regulations. The Association is allowed two (2) district emails for communication.

The District may suspend or revoke a computer or internet system user's access to the District system upon violation of relevant laws, district policies and administrative regulations. Use of District computer, internet and email systems by non-district employee representatives of the Association's affiliates (OEA, NEA) that is found to be in violation of applicable laws, district policies or administrative regulations shall constitute forfeiture of Association use of District computer systems for the remainder of this Agreement.

- C. Mail Facilities and Mail Boxes - The Association shall have the right to use the interschool mail boxes for Association communication, as long as this is in compliance with U.S. Postal regulations.
- D. Bulletin boards may be used in the faculty lounge in each school for Association postings provided they are not detrimental to District-Employee relations or defaming to any individual.
- E. All Association activities, other than scheduled meetings between Association and Administration representatives, shall occur at times outside of regular instructional day.
- F. Upon prior request, the Association shall have the right to speak briefly, normally not to exceed five (5) minutes, at the end of any regularly scheduled staff meeting. The Association may suggest items for the agenda to the Superintendent, Principals, and/or Supervisors.
- G. Released time for Association business: The District will release the Association president, or his/her designee for up to sixteen (16) hours annually for the purpose of conducting Association business with the District.
- H. School Board Meetings

The District shall provide the Association notice when it may pick up the agenda and a copy of the media packet within twenty-four (24) hours of distribution.

- I. Association Activities

The District shall not deprive bargaining unit members of any right protected under Oregon's Public Employee Collective Bargaining Act. Nor shall the District unlawfully retaliate against any bargaining unit member on the basis of protected union activities.

Article 14 -Evaluation

A. Evaluations

1. At the beginning of the school year a copy of the District's evaluation procedure and forms will be provided to each unit member. Changes made subsequent to that time will be made after providing for consultation with the Association and approval by the Board. Members will be provided with copies of any such changes.
2. A copy of the written evaluation shall be submitted to the member at the time of personal conference, or normally within ten (10) school days thereafter. One (1) copy is to be signed and returned to the Principal or Supervisor, one (1) is to be retained by the member and one (1) copy is to be filed in the employee's personnel file in the District office. A member may attach to the evaluation report any written comments they desire, to be placed in the member's personnel file, with a copy to the Principal or Supervisor.
3. A post evaluation conference will be held with the member.
4. The District retains the sole rights for:
 - a. Relieving unit members from duty for poor or unacceptable work.
 - b. The determination of policies affecting the selection of unit members, and the establishment of quality standards and judgment of unit member performance.

Article 15 - Resignations and Dismissals

A. Obligations of Staff Members:

Each member of the school staff is expected to fulfill the terms of his or her appointment. Any staff member intending to terminate his/her services at the end of the school year is expected to notify the administration by May 1. For any other resignations, an emergency notice of two (2) weeks or ten (10) working days shall be given. Such notice should be presented as a written resignation. ORS 652.140(2) requires the employer to make the final payment of wages within forty-eight (48) hours, if notice is given, or within five (5) days if no notice is given.

B. Obligations of Administration:

The administration will notify staff members whose services are unsatisfactory. Employees will receive written notice prior to an administrative recommendation of dismissal.

C. Cause for Dismissal or Release:

The following are considered possible causes for release or dismissal of school employees:

1. Incompetence;
2. Insubordination;
3. Physical or mental incapability as shown by competent medical evidence;
4. Willful or persistent violation of school laws, Board of Education policies or administrative regulations;
5. Inability to work effectively with other members of school staff;
6. Willful, persistent neglect of duty.

D. Mid-year Retirements and Return to Service:

The District may employ mid-year retirees for the remainder of the work year only. The following conditions will apply:

1. The retiree will be issued a temporary contract. Notwithstanding that the retiree is on a temporary contract, the retiree will be covered by the terms and conditions of the collective bargaining agreement except as specifically modified in this section.
2. The district will continue to pay the retiree at the same hourly rate on the salary schedule as of the date of retirement. Pay will be on a monthly basis and will be annualized based upon the annual salary of the retiree if appropriate.
3. The retiree shall not be covered by Article 9 - Paid Leaves, except that the retiree shall accumulate one (1) hour for every (thirty (30) hours worked of Oregon sick time after the date of retirement, which may be used for appropriate illness or injury during the period of temporary contract. The retiree shall not be eligible for any extended unpaid leaves covered in Article 11, Unpaid Leaves.

4. The District shall continue to provide medical insurance for the retiree pursuant to Article 21 – Insurance; employee is based on FTE and is calculated using total number of days and hours worked.

The District and the Association agree that alternative arrangements may be reached for eligibility for the District paid insurance program as part of separation agreements.

5. The retirement shall not create a vacancy under Article 5, Section G, of this Agreement.
6. Mid-year retirees shall not accrue seniority nor have layoff and recall rights.
7. The retiree shall be employed in the temporary position only until the end of the school year in which the retiree retired. The position filled by the retiree shall be posted as a vacancy no later than the end of the school year.

Article 16- Funding

- A. The parties acknowledge that revenue to fund the compensation and benefits provided by this Agreement will be determined differently than in previous school years. The Oregon Legislature, the people of the state of Oregon and local taxpayers all have a role in the process.

B. **Funding**

The Board may, if it experiences any unexpected major revenue shortfall which, in its discretion, would drastically affect the Board's ability to fund the economic provisions of this Agreement, reopen negotiations regarding only the economic provisions of this Agreement. Economic provisions are salary, benefits, PERS expenses, and conditions that may influence the length of the employee's work year. The Board shall make the sole decision whether the conditions in this section have been met, and whether the Agreement shall be reopened. Economic provisions are salary and insurance.

1. If the Board elects to reopen this agreement (as per item 1 above), it shall notify the Association in writing and the parties agree bargaining shall commence no later than ten (10) calendar days after notice has been given to the Association.
2. If the District closes one (1) or more schools for any reason, no member of the bargaining unit shall be entitled to any salary or fringe benefits provided in this Agreement while the schools are closed.
3. This agreement does not guarantee any level of employment.

Article 17-Waiver

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter 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.
- B. **Compliance** - Any individual contract between the Board and an individual employee heretofore and hereafter executed prior to the expiration of this Agreement, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.

Article 18 - Successor Agreement

This Agreement shall not be modified in whole or in any part by the parties except by an instrument, in writing, duly executed by both parties.

Article 19-Duration of Agreement

- A. All provisions of this Agreement, shall be effective upon ratification by both parties and it shall continue in effect until June 30, 2025.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the dates indicated unless mutually extended in writing by the Board and the Association.

- B. Both the Board and the Association agree that if either party desires to renegotiate a successor agreement, the requesting party shall inform the other in writing of such request no later than February 1, 2025.

- C. The parties agree to reopen negotiations in 2023 for financials and benefits only. If (student/ADMw) enrollment reaches eight hundred ten (810) during 2022-2023, both parties agree to reopen the contract for financials and benefits only.

Article 20 - Salaries

A. Pay Checks and Pay Periods

1. The regular payday for members shall be the twenty-fifth (25th) of each month; if the 25th falls on a weekend or holiday, the payday shall be the last prior weekday. With the exception, payday will be prior to Winter break and Spring break with dates determined by Business Manager and Classified Union President prior to each calendar year being created.
2. Each member shall be paid on the basis of twelve (12) equal payments. However, for the summer period, eligible individual members shall receive their checks in three (3) equal payments paid by June 25th. Employees shall authorize direct deposit of payroll into a designated account unless the authorization is revoked by request on a District provided form.

In the case of financial hardship or emergency, individual members may request nine (9) or ten (10) payday periods during the year. The superintendent will consult with the member and the business manager before acting upon the request. The Superintendent's decision under this provision will be final and shall not be subject to grievance.

3. Each employee may draw his/her monthly salary in advance, which shall not exceed the amount of net salary earned at the time of the request or fifty (50) percent of the employee's monthly net salary, whichever is greater. Such draws shall be limited to two (2) occasions annually and cannot be requested between the 14th and 25th of each month.

B. PERS/OPSRP

1. During the term of this Agreement, the District will participate in the public employee retirement plans as required in ORS 238 and 238A.
2. The District shall "pick-up" the six percent (6%) employee contribution required by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions/payments "picked-up" pursuant to this Section (B2) shall be considered as "salary" within the meaning of ORS 238.005 (21) and ORS 238A.005 (6)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005 (8) and ORS 238A.130. Any amount picked up shall be considered to be employee contributions for all purposes under Chapter 238 and Chapter 238A. Pursuant to ORS 238A.335 (2) (a), the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.
3. In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation or decisions of the courts for the District to make contributions/payments to PERS/OPSRP on behalf of employees as described in Subsection (2), above, then the parties shall reopen negotiations over the invalid words or sections as per ORS 243.702.

C. Unused Sick Leave

Any employee who retires from the District Employment will be allowed to use one-half (1/2) of the unused sick leave accumulated while employed at Harrisburg School District as payment for continuation of insurance benefits unless that sick leave was already used in the calculation of PERS benefits. Employee will be given a fifty dollar (\$50.00) allowance for each (one (1) day of qualified sick leave).

- Example:
- a) Employee has sixteen hundred (1600) hours of unused sick leave accumulated while working at Harrisburg School District.
 - b) $1/2 \times 1600 = 800$ hours
 - c) $800 / 8 \text{ hours} = 100$ days
 - d) Insurance allowance = 100 days x \$50 = \$5,000
 - e) For example: The District insurance premium of \$600 per month, the total insurance package paid by the District is: $\$5,000 / \$600 = 8.33$ months. If the staff member elects to utilize this offer, an adjustment will be made prior to reporting the unused sick leave to PERS.

D. Placement on Salary Schedule

1. Eligible employees will receive an experience step advancement following each year of employment.
2. The salary schedule figures are minimum figures and do not limit the Board's prerogative to pay more.
3. An employee placed on probation because of activities determined by the District to be detrimental to his/her job performance shall be granted salary increments only upon recommendation of the Board. This provision excludes the initial probationary period and employees placed on a plan of assistance.
4. An employee who changes job classifications may be placed on the salary schedule step deemed appropriate by the District as determined by that employee's experience in that job classification. Seniority within the District will remain unchanged when job classifications are changed.
5. When the District establishes a new classified position, the District shall notify HEA so the salary can be negotiated.
6. Employees who reach twenty-five (25) years of service at Harrisburg School District 7J, shall be paid annual longevity stipend equal to one and one-half percent (1.5%) of their base pay per year.
7. The salary schedule shall be increased by two percent (2%) COLA across all job classifications effective July 1, 2022. On the same date, market-based adjustments as reflected in the salary schedule shall be applied to agreed-upon job classifications.
8. The parties agree to reopen negotiations in 2023 for financials and benefits only. If (student/ADMw) enrollment reaches eight hundred ten (810) during 2022-2023, both parties agree to reopen the contract for financials and benefits only.

E. Extra-Curricular Activities

Classified employees will be compensated for extracurricular jobs outside of the employee's regular job responsibilities (e.g., event supervision, ticket-taking, clock management, etc.) at Oregon's minimum wage per hour. No other provisions of this Agreement or the licensed collective bargaining agreement will apply to these jobs. Employees may not assume extra-curricular activities that will result in overtime without prior approval from their supervisor.

Article 21 - Insurance

- A. The District will contribute to employee insurance premiums to the limit of an established cap for each full-time employee. Full time employee is defined in Article 6. In the event the amount paid by the District for the purchase of health insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction. Insurance premiums shall be provided for qualifying employees for twelve (12) consecutive months beginning on October 1st and ending on September 30. Only employees in a paid status shall be eligible for the District contribution; however, employees on approved unpaid leave may continue to pay for benefits while employed.
1. The District will contribute a maximum of one thousand, one hundred-ninety dollars (\$1190.00) a seventy-five dollar (\$75.00) increase per month for each full-time employee for insurance premiums for the 2022-2023 school year. The parties agree to reopen negotiations in 2023 for financials and benefits only. If (student/ADMw) enrollment reaches eight hundred ten (810) during 2022-2023, both parties agree to reopen the contract for financials and benefits only.
- B. The maximum district contribution for employee health insurance premiums shall be as specified in A. I. above, or the actual premium cost whichever is less. Increases in costs and/or "buy ups" shall be at the employee's expense. Premium costs beyond the negotiated cap will be paid by payroll deduction. For purposes of this provision, health insurance shall be defined as District sponsored primary health, dental and vision plans through OEGB. No employer contributions may be used toward other coverages or paid as cash. The District will not be responsible for any costs associated with the insurance program(s) beyond the negotiated contribution.
- C. The District shall prorate its benefit package contribution for employees who are contracted to work more than half time (an average of eighteen (18) hours weekly), but less than full time (an average thirty-six (36) hour workweek) as defined in Article 6. If the District changes to a five (5) day school week, full time equivalency will be based on a forty (40) hour week.
- D. Employees shall be permitted to use payroll deduction for the purchase of an available "buy up" plan, Cafeteria Plan Section 125 IRC (Flexible Benefit Plan), and/or additional Life Insurance coverage.
- E. The District agrees to contribute the difference between the total cost of the premium of OEGB high deductible health plans and the insurance cap into a qualifying Health Savings Account (HSA) in the employee's name. These contributions shall be consistent with the terms outlined by OEGB and shall commence in October, the first (1st) month of the insurance year.

Employees who elect dental and/or vision coverage in addition to OEGB high deductible health plans shall have their total premium costs counted before the difference between premium cost and the District insurance cap is calculated for an HSA contribution.

No contribution will be made to the HSA by the District, if the employee elects dental and/or vision coverage in addition to OEGB's high deductible health plans and the total cost exceeds the District's contribution or cap.

Two (2) employees covered under this bargaining agreement who are lawfully permitted to be jointly covered under an HSA shall have the option to combine their District contributions to pay for premiums and the balance of the contribution may be contributed to the employees' joint HSA account. The District is in no way obligated to provide any contribution exceeding the amount of the sum of the two (2) contributions.

- F. In the event that OEGB attempts to move any bargaining unit member out of high deductible health plans for failure to contribute to an HSA during the course of the insurance year and does not mandate movement into another specific plan, the employee will have the opportunity to select and move into any of the other available OEGB plans for the remainder of the insurance year or while any appropriate appeals process is underway.
- G. Employees will not qualify for the HSA if they only elect dental and vision coverage.
- H. The District/Board will inform Representatives of the Association prior to changing insurance carriers and coverages that affect the health and welfare of employees.
- I. The benefit plans will be purchased only in accordance with the underwriting rules and regulations set forth by OEGB and the participating carriers. The District does not guarantee benefit levels under any particular insurance plan.

Execution/Signatures

In witness thereof, the Association has caused this Agreement to be signed by their negotiators, and the Board has caused this Agreement to be signed by its negotiators, attested by its Clerk.

FOR THE ASSOCIATION:

FOR THE BOARD:

Humberto Kalle

Designated Representative

July - 15th - 2022

Date

Designated Representative

Date

JC

Chairperson

8/8/22

Date

Bryan Starr

Superintendent

August 8, 2022

Date

Classified	A	B	C	D	E	F		Start	End	Start	End
								Per hr. range		Per hr. range	
A - Employee Classification	Step 0	\$13.77	\$15.30	\$15.96	\$17.16	\$18.36	\$13.50	\$ 13.77 \$ 18.50	Edu Assistant - Career Center Edu Assistant - ELL Edu Assistant - General Classrooms Edu Assistant - Library Edu Assistant - Special Education Kitchen - Assistant Cook Kitchen - Café Clerk Kitchen - Server Secretary II Transportation Support	\$ 17.16 \$ 23.55	D -Employee Classification Maintenance I SpEd Admin Assist Secretary Executive
	Step 1	\$14.05	\$15.61	\$16.28	\$17.50	\$18.73	\$13.50				
	Step 2	\$14.33	\$15.92	\$16.61	\$17.85	\$19.10	\$13.50				
	Step 3	\$14.62	\$16.24	\$16.94	\$18.21	\$19.48	\$13.50				
	Step 4	\$14.90	\$16.56	\$17.28	\$18.57	\$19.87	\$13.50				
	Step 5	\$15.21	\$16.89	\$17.63	\$18.94	\$20.27	\$13.50				
	Step 6	\$15.50	\$17.23	\$17.97	\$19.32	\$20.68	\$13.50				
	Step 7	\$15.82	\$17.57	\$18.34	\$19.71	\$21.09	\$13.50				
	Step 8	\$16.14	\$17.92	\$18.71	\$20.10	\$21.51	\$13.50				
	Step 9	\$16.45	\$18.29	\$19.07	\$20.50	\$21.94	\$13.50				
	Step 10	\$16.79	\$18.65	\$19.46	\$20.91	\$22.38	\$13.50				
	Step 11	\$17.13	\$19.02	\$19.85	\$21.33	\$22.83	\$13.50				
	Step 12	\$17.46	\$19.40	\$20.25	\$21.76	\$23.29	\$13.50				
	Step 13	\$17.81	\$19.79	\$20.64	\$22.20	\$23.75	\$13.50				
Step 14	\$18.17	\$20.19	\$21.06	\$22.63	\$24.23	\$13.50					
Step 15	\$18.53	\$20.59	\$21.48	\$23.09	\$24.71	\$13.50	B -Employee Classification	\$ 15.30 \$ 21.00	Ticket Taker Transportation Bus - Stand By Transportation Bus - Trip	\$ 13.50 \$ 13.50	F - Oregon Minimum Wage
Step 16	\$18.53	\$20.59	\$21.48	\$23.09	\$24.71	\$13.50					
Step 17	\$18.53	\$20.59	\$21.48	\$23.09	\$24.71	\$13.50					
Step 18	\$18.53	\$20.59	\$21.48	\$23.09	\$24.71	\$13.50					
Step 19	\$18.53	\$20.59	\$21.48	\$23.09	\$24.71	\$13.50	Minimum Wage Increase	2019 2020 2021 2022	\$ 11.25 \$ 12.00 \$ 12.75 \$ 13.50		
Step 20	\$18.90	\$21.00	\$21.91	\$23.55	\$25.20	\$13.50					
Percentage Step											
Step 1	0.02	0.02	0.02	0.02	0.02	-					
Step 2	0.02	0.02	0.02	0.02	0.02	-	C -Employee Classification	\$ 15.96 \$ 21.91	Custodian Groundskeeper Program Admin Assist		
Step 3	0.02	0.02	0.02	0.02	0.02	-					
Step 4	0.02	0.02	0.02	0.02	0.02	-					
Step 5	0.02	0.02	0.02	0.02	0.02	-					
Step 6	0.02	0.02	0.02	0.02	0.02	-					
Step 7	0.02	0.02	0.02	0.02	0.02	-					
Step 8	0.02	0.02	0.02	0.02	0.02	-					
Step 9	0.02	0.02	0.02	0.02	0.02	-					
Step 10	0.02	0.02	0.02	0.02	0.02	-					
Step 11	0.02	0.02	0.02	0.02	0.02	-					
Step 12	0.02	0.02	0.02	0.02	0.02	-					
Step 13	0.02	0.02	0.02	0.02	0.02	-					
Step 14	0.02	0.02	0.02	0.02	0.02	-					
Step 15	0.02	0.02	0.02	0.02	0.02	-					
Step 16	-	-	-	-	-	-	Notes: This matrix allows employees to see how their incomes can increase over time. 2122 New condensed salary schedule with 2% Step 2223 Step + 2% COLA	Schedule - Standard			
Step 17	-	-	-	-	-	-					
Step 18	-	-	-	-	-	-					
Step 19	-	-	-	-	-	-					
Step 20	0.02	0.02	0.02	0.02	0.02	-					

MEMORANDUM OF AGREEMENT

Between Harrisburg School District (District) and the Classified Employees of the Harrisburg Education Association (Association)

The District and the Association hereby enter into the following Memorandum of Agreement for the purpose of adjusting the assignment of a student support aide who is changing roles in the K-8 Life Skills classroom this school year. Due to the fact, we cannot hire a teacher for the K-8 Life Skills classroom we need to give more responsibility to one the aides in the classroom. The increased responsibilities include but not limited to: develop student and staff schedules, communicate with parents, teachers and principal, problem solve issues as they arise with the staff, help supervise staff and students and attend IEP meetings of the students.

1. The Association and District agree to move the position from column B to Column D at the same step for the 2022-23 fiscal year only.

The parties acknowledge that this Agreement is contractual and not a mere recital and they sign this Agreement of their own free will and accord.

This Memorandum of Agreement shall expire on June 30, 2023.

For the Association

Kimberly Kocio

For the District

Bryan Starr August 16, 2022