

CONTRACT AGREEMENT

Between

OREGON SCHOOL EMPLOYEES

ASSOCIATION

SIUSLAW CHAPTER 57

And

SIUSLAW SCHOOL DISTRICT NO. 97J

FLORENCE, OREGON

July 1, 2021 – June 30, 2024

As amended by MOU on July 29, 2021, to reflect change in Salary Schedule related to:

- **Dropping of Speech Aide position**
- **Clarification of Education Aide II as ‘Education Aide’**
- **Placement of Library Aide in unique column**

As amended by MOU on September 23, 2021, to reflect change in Insurance Contribution:

- **2021-2022 - \$1,140 per month District Contribution**
- **Provisions 23.1.1(g) language is stricken**

TABLE OF CONTENTS

ARTICLE I	Preamble	1
ARTICLE II	Recognition	2
ARTICLE III	Strikes / Work Action	2-3
ARTICLE IV	District Rights	3-4
ARTICLE V	Union Duties / Rights / Burdens and Privileges	4-7
ARTICLE VI	District Responsibilities	7-8
ARTICLE VII	Job Classification / Vacancy Posting and Selection	9-10
ARTICLE VIII	Layoff and Recall	10-13
ARTICLE IX	Probation	13-14
ARTICLE X	Work Schedule and Overtime	14-17
ARTICLE XI	Transfers (Voluntary and Involuntary)	17
ARTICLE XII	Sick Leave with Pay / Worker's Compensation	17-20
ARTICLE XIII	Bereavement Leave	20
ARTICLE XIV	Funeral Leave	20
ARTICLE XV	Personal Leave	21
ARTICLE XVI	Jury Duty	21-22
ARTICLE XVII	Community Service Leave	22
ARTICLE XVIII	Leave Without Pay	22
ARTICLE XIX	Holidays	23
ARTICLE XX	Military or Other Governmental Assignment Leave	24
ARTICLE XXI	Vacations	24-25
ARTICLE XXII	Salaries	25-29
ARTICLE XXIII	Insurance – with MOU changes 9/23/21	29-31
ARTICLE XXIV	Grievance Procedure	31-34
ARTICLE XXV	Resignations	34-35
ARTICLE XXVI	Miscellaneous Provisions	35-36
ARTICLE XXVII	Dismissal	36-37
ARTICLE XXVIII	Parental Leave	37-38
ARTICLE XXIX	Personnel File	39
APPENDIX A	Excluded District Positions	40
EXHIBIT A	Classified Request for use of the Education Fund	41-42
EXHIBIT B	Plan of Assistance	43
EXHIBIT C1	Classified Salary Schedule 2021-2022 – with MOU changes	44
EXHIBIT C2	Classified Salary Schedule 2022-2023 – with MOU changes	45
EXHIBIT C3	Classified Salary Schedule 2023-2024 – with MOU changes	46

ARTICLE I – PREAMBLE

1.1 Contract Commencement

This contract is made and entered into this 1st day of July, 2021 by the Oregon School Employees Association Chapter 57, hereinafter referred to as the "Association" or "Union" and the School District No. 97J, hereinafter referred to as the "Board" or "District."

1.2 Contract Duration



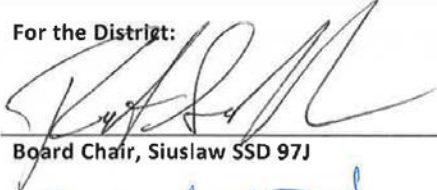

This contract shall be effective upon execution and shall remain in full force and effect to and including June 30, 2024 and continue thereafter from year to year unless either party shall file written notice with the other of its desire to amend, modify, or terminate this contract by March 1, 2024. If such notice is given, the parties shall hold the first bargaining session in March or before if mutually agreed. The Association shall submit its complete proposal in writing at or before the first bargaining session. The District shall submit its first proposal at or before the second bargaining session.

1.3 Contract Amendment

Any amendment to this Agreement must be in writing, be specific and signed by both signatories after appropriate ratification has occurred.

1.4 Contract Content

This contract incorporates the sole and complete agreement reached between the District and the Association resulting from negotiations held pursuant to the provisions of ORS 243, et seq.

<p>For the Association:</p>  <hr/> <p>James A. Nevel President, OSEA Chapter 57</p>  <hr/> <p>OSEA Field Representative</p>	<p>For the District:</p>  <hr/> <p>Board Chair, Siuslaw SSD 97J</p>  <hr/> <p>Superintendent, Siuslaw SSD 97J</p>
--	--

Date: July 29, 2021

Date: July 29, 2021

ARTICLE II - RECOGNITION

2.1 Exclusive Representative

The Board recognizes the Association as sole and exclusive representative for all regularly employed classified employees, save and except, those positions excluded as supervisory and confidential in accordance with ORS 243.650 (6) (14), and substitute and temporary employees.

2.2 Excluded Positions

A list of those positions currently excluded is attached hereto as Appendix A.

2.3 Substitute Employee

Substitutes defined to mean those persons not members of the bargaining unit who are employed to replace an employee when they are absent from their job. The District will not use substitute employees to circumvent the hiring process for vacant positions.

2.4 Temporary Employee

A person employed to perform a specific function not to exceed sixty-five (65) workdays, upon the completion of which the position will not be required on an ongoing basis. Any temporary employee who is assigned a position or more than sixty-five (65) work days within a school year shall become a member of the bargaining unit and shall be entitled to all benefits and burdens with the exception of recall rights as of their first day of their temporary assignment.

2.5 Vacant Positions

The District will endeavor to fill vacant positions within twenty-five (25) workdays from the time the vacancy is posted. The District will inform the Association of the reasons when this timeline cannot be met.

ARTICLE III - STRIKES / WORK ACTION

3.1 Strikes, Stoppage Forbidden

The Association and members of the Bargaining Unit, as individuals or as a group, will not initiate, cause or participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work during the term of this Agreement.

3.2 Disciplinary Action

The Association recognizes and agrees that disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of the provisions of this Article.

3.3 Illegal Strike/Union Requirements

In the event of a strike or other work action in any form during the term of this contract, either on the basis of individual choice or collective employee conduct, the Association will make efforts including public appeals to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to such work action.

3.4 Loss of Compensation/Benefits

It is understood that employees engaged in any strike action against the District are not entitled to any compensation or benefits whatsoever.

3.5 No Lockouts

There shall be no lockout of employees during the term of this Agreement.

ARTICLE IV - DISTRICT RIGHTS

4.1 Retention of Rights

Except as otherwise expressly and specifically limited by the terms of this Agreement, the District retains all their customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of the District. The rights of employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement and the District retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement.

4.2 District Rights – Examples

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the District shall include the following:

- 4.2.1 To determine the services to be rendered to the citizens of the District.
- 4.2.2 To determine and to follow the District's financial, budgetary and accounting procedures.
- 4.2.3 To direct and supervise all operations, functions and policies of the department in which these employees in the bargaining unit are employed and operations, functions and policies in the remainder of the District as they may affect employees in the bargaining unit not in violation of this Agreement.
- 4.2.4 To close or liquidate any office, branch, operations or facility or combination facilities or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.

- 4.2.5 To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer, and retain employees as in accordance with the layoff article in this Agreement; the right to abolish positions or reorganize departments; the right to determine schedules of work not in violation of this Agreement; the right to purchase, dispose of and assign equipment or supplies.
- 4.2.6 To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- 4.2.7 To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment not in violation of this Agreement.
- 4.2.8 To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- 4.2.9 To contract or subcontract work as may be determined by the District. If the District determines it is necessary to subcontract work currently performed by members of the bargaining unit, it will notify the Association of its intent and commence negotiations regarding that decision.
- 4.2.10 To assign shifts, workdays, hours of work and work locations in accordance with this Agreement.
- 4.2.11 To assign and designate all work duties.
- 4.2.12 To introduce new duties within the unit.
- 4.2.13 To determine the need for and the qualifications of new employees, transfers and promotions not in violation of this Agreement.
- 4.2.14 To discipline, suspend, demote or discharge an employee for cause in accordance with the dismissal article of this Agreement.
- 4.2.15 In a situation where a prospective employee has significant experience in a professional certificated, credentialed trade field or education level with related education experience the District, with Superintendent approval, may bring in new employees beyond Step 1 of the classification in which they are to be hired.

ARTICLE V - UNION DUTIES, RIGHTS, BURDENS AND PRIVILEGES

5.1 Representation

The Union shall represent all classified employees in the District within the bargaining unit equally and without discrimination.

5.2 District Policy Handbook

The District will provide the Union with a copy of its policy handbook shortly after the effective date of this Agreement and shall issue to the Union any changes in the handbook within five (5) days of the date of issuance.

5.3 Use of School Equipment

- 5.3.1 The Association shall have the right to use certain school equipment, with the building supervisor's permission when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.
- 5.3.2 The District's electronic mail system may be used by the union for union-related communication including, but not limited to, communications related to:
1. Collective bargaining
 2. Grievance and other dispute investigations
 3. Governance of the Union

5.4 Use of School Facilities

The Association shall have the right to use school facilities with prior notice to the building principal and as long as there is not interference with District use.

5.5 Designated Union Representative

- 5.5.1 The District shall allow designated union representatives to engage in the following activities during work hours and at the District's facilities, without loss of compensation or benefits:
1. Investigate and process grievance and other workplace-related complaints;
 2. Attend investigatory meetings, hearings, and other due process proceedings;
 3. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceeding before the Employment Relations Board;
 4. Engage in collective bargaining;
 5. Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;
 6. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees with thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s).
 7. Testify in legal proceedings in which the designated union representative has been subpoenaed as a witness.

- 5.5.2 For the purpose of this Article, “designated representatives” shall include chapter executive board officers, building representatives, and their designees. A non-employee OSEA Field Representative or Organizer shall be permitted access to the District’s facilities for the purpose of engaging in the activities described in this article on the same terms and conditions as designated representatives.
- 5.5.3 Designated representatives shall provide their immediate supervisor with written notice of the need to perform the activities listed above at least forth-eight (48) hours prior to the time at which the activities will be performed. There may be situations in which both parties agree that the circumstances do not require advance written notice. The written notice shall indicate: (1) which of the activities listed above will be performed; (2) the date and time at which the activities will be performed; and (3) the approximate length of time the designated representative will spend performing the activities.
- 5.5.4 If, after receiving notice of the need to perform the activities listed above, the District establishes undue burden on the District operations that cannot be accommodated by any of the measures typically used when an employee is unexpectedly absent from work (arranging a substitute, working with fewer staff, temporarily modifying work assignment, etc.) the District and OSEA shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours. The mutually agreeable date and time shall be no more than seven (7) working days from the date of the request unless both parties agree otherwise.
- 5.5.5 The District shall not reduce a designated representative’s work hours to accommodate the designated representative’s performance of the activities listed above. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during paid work hours.
- 5.5.6 The District may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities list above.
- 5.5.7 The parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session outside of normal work hours shall be permitted to flex their normal work hours on the day of the bargaining session in order to attend the bargaining session on paid work time.
- 5.5.8 The union shall be permitted to meet with employees during regular work hours at their regular work locations to discuss grievance, complaints, and other workplace-related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.
- 5.5.9 Attendance One classified employee from each building or work site, who works swing shift, will be allowed time to attend the monthly union meeting, provided the employee returns to the worksite and makes up the time that shift.

5.6 Orientations

5.6.1 Employee Orientations

At employee orientations, the District shall provide the union with no less than thirty (30) minutes and up to one hundred twenty minutes (120) to make a presentation to all bargaining unit employees without undue interference. The union shall also be permitted to set up a table at the orientation to meet directly with employees before, after and during breaks at the orientation. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the union's presentation.

5.6.2 When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meeting with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.

ARTICLE VI - DISTRICT RESPONSIBILITIES

6.1 Information

Upon request, the District agrees to furnish to the Association those public documents containing the information which is necessary for its functioning as exclusive bargaining representative. Any cost assumed in providing this service shall be reimbursed by the Association.

6.2 District Data to President

The District agrees to include the Union's local chapter president among those who regularly receive the official minutes of all Board meetings and agenda of upcoming regularly scheduled Board meetings. Such notice shall be available to the Union president when available to Board members.

6.3 Contract Distribution

The District shall provide copies of this Agreement electronically to all employees in the bargaining unit and new hires. Any employee covered by this Agreement that would like a hardcopy of the contract may print one copy at the District's expense.

6.4 List of Members

6.4.1 The District shall provide the Chapter President and OSEA's Director of Fiscal Operation with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit:

1. The Employee's Name and date of hire;
2. Contact information including:
 - a. Cellular, home, and work telephone numbers;
 - b. Personal and work electronic mail address; and
 - c. Home and personal mailing address; and
3. Employment information including the employee's job title, salary, and worksite location.

6.4.2 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 employees in the bargaining unit who are not newly hired.

6.5 Payroll Deductions

6.5.1 The District agrees to deduct from the salaries of its regular employees as requested in writing by the individual employee and make remittance to the appropriate agency for:

1. Union Dues.
2. Tax sheltered annuities
3. Credit Union
4. Premiums for Board-approved insurance program.

6.5.2 The Union agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions in this Article.

6.5.3 Two union representatives, elected or appointed from the chapter, shall be allowed sixteen man-hours of time off without loss of pay annually to attend the Union annual conference. Additional time off without loss of pay may be agreed upon by the parties subject to the make-up of lost time by said employees and the voluntary waiver of any overtime obligations that would otherwise incur.

6.6 Dues Check-off

6.6.1 Union Dues

The District shall deduct from the wages of each bargaining unit member the dues of the Union when it receives a written authorization from the member. The authorization shall remain in effect until and unless expressly revoked by the member.

ARTICLE VII - JOB CLASSIFICATIONS / VACANCY POSTING AND SELECTION

7.1 Availability of Classification Description

The District will retain copies of each job classification, including any changes, in the District handbook for the information of employees. Each employee shall, at the time of initial employment or when a job class has been substantially changed, receive a copy of the job classification description. Copies of the job descriptions will be kept in all buildings for reference.

7.2 New or Reclassified Positions

If the District creates a new bargaining unit job classification or substantially revises an existing bargaining unit classification, it shall provide the new (revised) description to the Union along with a proposed wage rate. Within fourteen (14) days of notification, the Union shall demand negotiations under ORS 243.698 on a permanent wage rate for that classification or the proposed rate shall become permanent. Failure to respond provides consent to the proposed rate.

7.3 Notice to Union and Posting of Vacancies

The District will make available to the Union a list of job openings in the bargaining unit. Such notification of job openings shall be listed electronically on the district website and will be emailed to the classified employees. The postings shall be in the employee lounge in each school and the lunchroom in the maintenance complex.

7.3.1 Summer Vacancies

Whenever vacancies occur during the summer, the vacancies shall be posted at the District office. Classified employees interested in specific vacancies will notify the District office of their interest, in writing, during the regular weeks of school and shall include a summer address and phone number. Should a specified vacancy occur, classified employees who have expressed an interest in the specified position(s) shall be contacted by the District office and notified of the vacancy. A classified employee so notified, shall have the responsibility of contacting the District office within ten (10) working days to indicate their interest in applying for the open position.

7.3.2 Probationary employees are not eligible for transfer to a new position until completion of their probationary period.

7.4 Bidding and Selection

7.4.1 Posting

When a bargaining position has been vacated, the District will post that position within ten (10) working days. Upon mutual consent between the District and Association, the District may increase this timeline. All postings shall clearly outline the position, hours per day, work year, work site, wage and other data which provides the bidder to do so knowledgeably.

The District agrees to post all vacant bargaining unit positions for ten (10) working days. Upon mutual agreement, the District may increase or decrease this timeline in the case of immediate need. The District will endeavor to fill vacancies from within the classified staff.

7.4.2 Internal Selection

Any member of the bargaining unit who meets the posted qualifications may apply for the position. All qualified internal applicants will be granted an interview.

If the District selects an internal applicant for the position, the assignment will be made on the basis of the job description qualifications. If two or more applicants are equally qualified, the most senior employee will be selected.

7.4.3 Selection When External Candidates Are Considered

If external candidates are considered, the bargaining unit member will be selected if better or equally qualified.

7.5 In the event that any member voluntarily transfers to an open position of a lower pay rate, the member will assume lower pay rate at their current step, of the new classification.

7.5.1 If a member transfers from one job classification to another, their overall District seniority is maintained.

7.6 When a member transfers upwards from one job classification to another, they will transfer to the step level nearest their current salary level; upwards transfer to a new job classification does not necessarily start the employee back at salary Step 1.

ARTICLE VIII - LAYOFF AND RECALL

8.1 District-Authority Retention

While the District retains the absolute right to determine the size of its work force, it does agree to follow the procedures of this Article when permanently reducing its workforce.

8.2 Layoff Seniority

If the District determines the need for a permanent reduction (defined to mean a reduction in time or complete position elimination) in its work force, they will identify the positions that will be reduced or eliminated and then notify the Association in writing.

Working with the Association, the two groups will identify the lowest District (VIII.4.1) seniority position in each classification. If two employees have the same District seniority, the member with the lowest classification seniority may be displaced.

Exception - If an employee with greater District seniority has not served in the classification for at least one (1) year within the past three (3) years then priority will be given to the employee with the greatest classification seniority.

Seniority ties shall be broken by lot, done at the time of hire.

8.3 Notification Requirements

A thirty (30) calendar day notice shall be provided to the Union and the affected employees after the employees with the lowest seniority have been identified.

A thirty (30) calendar day notice shall be provided to Special Education Assistants who work one-on-one with individual students if their student became unavailable for any reason.

An employee must notify the District within seven (7) working days after notification, of their intent to exercise their displacement rights. If the employee elects not to displace, they shall;

1. Be placed on a recall list (VIII.7), and/or
2. Choose to remain in their position – and work less hours until a new position with more hours becomes available.

8.4 Seniority means

8.4.1 District seniority means the total time worked with the District since the last date of hire. Any approved leave of absence will not constitute a break in service.

8.4.2 Classification seniority means the total time worked in the employee's current job classification.

8.5 Bumping Rights

Any employee who has been laid off from a position in the classification in which they are working shall have the right to return to a lower or equal paying classification in any Classification Group that they are qualified for by either:

1. Previously completing a probationary period in that Classification (Article IX)
2. If the District determines they are qualified. Employees who are allowed to assume classifications that they do not have previous experience in may be required to complete a Promoted Employee (IX.3) probationary period.

(Note: No employee shall improve their position in the District, in either hours worked or pay range as a result of the bumping process).

The process of displacement will continue through classifications where the employee had worked beyond the probationary period until they have placed or totally displaced.

Exception - Notwithstanding the foregoing, if an employee has not worked in an equal or lower classification outside their current classification for five (5) or more years, the District may refuse to allow the employee to displace personnel in that classification if the displacing employee cannot demonstrate their capability of performing the current duties or demonstrate their capability of that classification due to licensing, duty changes or other conditions which restrict the ability of the employee to correctly perform the duties of that classification.

8.6 Election of Layoff in Lieu of Displacement

An employee maintains their re-employment rights in each eligible class as if they had elected to exercise those rights.

8.7 Recall List

8.7.1 Lists

Following a reduction in workforce, affected employees shall be placed on a recall list ranked by District seniority and shall be notified as openings occur. The names of all employees placed on a recall list shall remain on that list for twenty-seven (27) months unless they are:

1. Recalled from the list into a position which compensates them at a level they previously held (VIII.7.4)
2. Properly stricken (VIII.7.3)

8.7.2 New Vacancies

New Vacancies that occur while members remain on a recall list shall be posted within the district with regular posting rules (Article VII) to help expedite filling the position. However, notice will be written on the posting that internal recall list applicants will be considered first.

Provided the recall list employees have the ability to perform the duties of the posted position, they would have the opportunity to apply for those positions and or increased hours. The vacancy will then be filled from the recall list with priority being given to qualified members with the highest District seniority. The recall list shall take precedence over new hires. If no recall list employees are qualified then other applicants will be considered.

8.7.3 Notice of Recall

Any employee who is on the recall list shall be notified in writing by the District of an opening. Such notice shall be sent by:

1. Email to the most current personal email on file and if no response within forty-eight (48) hours, then:
2. Certified return receipt mail to the last address given the District, which shall acquit the District of its notification responsibility.

8.7.4 Failure to Respond - Termination

An employee who fails to respond within ten (10) workdays shall be removed from the recall list.

8.7.5 Re-Employment in Highest Class

Employees shall be recalled for all positions they are qualified for. Employees who accept a position that pays less than their highest former classification shall retain their original twenty-seven (27) months rights to the higher paid position.

8.7.6 Rights to Apply for Vacancies

Any person, who is listed on a valid layoff/recall list, as provided for in this Article, shall have the same right to apply for vacancy opportunities as if they were actively employed.

Vacancies that occur while members remain on a recall list shall be posted within the District. Provided the employees have the ability to perform the duties of the posted position, current employees would have the opportunity to apply for those positions and or increased hours. The vacancy will then be filled from the recall list. The recall list shall take precedence over new hires.

ARTICLE IX – PROBATION

9.1 Overview

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

9.2 New Employee

Every new employee shall serve a maximum probationary period of one hundred-fifty days (150) workdays (eight (8) months) of employment unless it is increased by mutual consent (IX.3.a).

9.3 New Employee Evaluations

- a. During the probationary period employees will have at least two (2) evaluations. The first evaluation will be within sixty working (60) days of employment, and the second will be within one hundred working (100) days of employment. After the second evaluation, if it is determined that an extended probation is necessary the District and the Association will mutually agree to an extension up to fifty (50) working days. The extension will be accompanied by a Plan for Improvement which will detail the areas of improvement necessary, the timeline and the process for achieving the improvements.

- b. Plan of Improvement – The immediate supervisor will hold a conference with the employee and Union representation. The immediate supervisor will outline the nature of the problem(s) and listen to any comments from the employee. The immediate supervisor will indicate compliance with specified procedures or cessation of certain conduct if required and future consequences if directives are ignored, typically termination. A Plan of Improvement will be mutually developed with the employee, Union representation and the District. A final assessment will be done when the plan has been completed to determine employment status.

9.4 Promoted Employee

An employee who has been promoted within the bargaining unit shall serve on probation in their new position for a period of sixty (60) work days during which time the District will make reasonable efforts to provide the necessary training to be successful. An employee moving to a new classification will receive the new rate on their first day of the new position. Their step will be set at whatever step ensures that there will be no loss of pay. Step advancement will occur at the same time as all other employees.

9.5 Probation - Completion

Employees completing their probation period shall be considered as satisfactorily completing said service whether written notice of successful completion is provided or not.

9.6 Release of Probationers -- New Employees

Employees on initial probation may be released for any reason, without any required explanation or without access to the grievance or disciplinary provisions of this contract.

9.7 Release of Promoted Probationer

An employee on promotional probation shall be returned to their previous position or another position with equal compensation which they are qualified for, if in the District's judgment their performance fails to meet required work standards or if the employee elects to do so within thirty (30) work days following the initial date of work in the new assignment.

ARTICLE X - WORK SCHEDULE AND OVERTIME

10.1 Hours of Work:

A full-time work schedule shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) eight (8) hour days or four (4) ten (10) hour days. To the extent consistent with the operational needs and requirements of the District, such workdays shall normally be consecutive as scheduled by the District.

To the extent consistent with the operational needs and requirements of the District, the District will schedule work on a Monday through Friday basis. The District reserves the sole discretion over operational needs and requirements. Nothing in this article or any other part of this Agreement shall be construed as a guarantee of hours of work.

When it is found necessary to change the work schedule of any employee, the District agrees that it will give as much prior notice as possible; except in cases of emergency, employees should normally expect notice of at least one (1) week.

10.2 Overtime

10.2.1 Rates

Classified employees working in excess of forty (40) hours within any workweek shall be compensated at the rate of time and one-half (1 & 1/2) for all such time.

10.2.2 Required Overtime

In the event that sufficient acceptable personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional persons, as are deemed necessary by the District, shall be required to work overtime. Planned overtime shall be offered first on a voluntary basis.

10.2.3 Advance Notice of Overtime

To the extent determined feasible by the supervisor, the District shall provide advance notice of overtime assignments. Failure of a supervisor to provide advance notice, when it could have reasonably been done, shall not be deemed an emergency.

10.2.4 Overtime on Paid Holiday

Notwithstanding the foregoing, any person required to work on a paid contract holiday shall, in addition to receiving their pay for the holiday, receive time and one-half (1 & 1/2) of any and all hours required to work on said holiday.

10.2.5 All Paid Status Time is Work Time

For the purpose of determining when overtime is earnable, all paid status time shall mean time worked.

10.2.6 Comp Time

Comp time shall be in lieu of pay and agreed to by both the employee and the management for any time worked outside of an employee's regularly scheduled hours. The District will provide a form for tracking and approval. No employee may authorize overtime for themselves. If additional hours or overtime is required it must be agreed upon by the employee and supervisor at least four (4) hours in advance before being worked.

Comp time shall be accrued hour for hour for hour worked up to forty (40) and for hours worked over forty (40) per week comp time shall be accrued hour for hour and one-half (1 & 1/2) per over time law.

Employees may not accrue more than thirty (30) hours of compensatory time. Any compensatory time over thirty (30) hours shall be paid as overtime on the next pay cycle.

Comp time shall be tracked by the immediate supervisor and can be used with the approval of the immediate supervisor with adequate notice.

Unused comp time will be paid out June 30th of each year.

10.3 Call Back

Any employee who is called back to work shall receive pay for a minimum of two (2) hours. Split shift does not qualify for callback.

If the call back requires overtime, the proper rate will be paid.

10.4 Reporting - Minimum Work

If an employee reports for work but is subsequently sent home, they shall be paid for a minimum of one-half (1/2) their normal shift or two (2) hours, whichever is greater. "Normal shift" means also that split shift personnel must add all assigned time for a regularly scheduled workday to determine normal shift.

10.5 Lunch Periods

Each employee who works five (5) hours and one (1) minute or more in a day shall be accorded a lunch period of not less than one-half (1/2) hour. Such time as scheduled by the employee's supervisor shall be their lunch period. Such lunch period shall not be credited as time for any purpose. Employees employed in the following classification shall receive a half-hour paid lunch period as part of their eight (8) hour day; Secretary, Technology Assistant, Library Aide, Custodian I, and Nutrition I.

10.6 Rest Periods

Each employee shall be entitled to a fifteen (15) minute break during each four (4) hours or major part thereof worked in one work period. Said break shall be in addition to the time approximately in the middle of each work period. The District allotment is 15 minutes for breaks, which is longer than the 10 minute minimum of BOLI.

Length of work period	Number of rest breaks required
2 hrs or less	0
2hrs, 1 min - 5hrs, 59 min	1
6hrs	1
6hrs, 1 min - 10 hrs	2

10.7 Unexpected Closures

The District, at its discretion, will determine whether schools need to be closed due to inclement weather or other emergencies.

10.7.1 When inclement weather requires schools to be closed, classified bargaining members will not be required to work. The lost days will not be charged against other paid leaves. The District may adjust the school calendar to make up for lost days. If, however, the District does not choose to make up lost days, classified bargaining unit members will not be monetarily penalized.

10.7.2 When other emergencies require that schools be closed, bargaining unit members will not be required to work unless otherwise notified. If they are not notified to work, the lost days will not be charged against other paid leaves. If bargaining unit members are not required to report to work, the District may adjust the school calendar to make up for lost days. If, however, the District does not choose to make up the lost days, bargaining unit members will not be monetarily penalized.

ARTICLE XI - TRANSFERS (VOLUNTARY AND INVOLUNTARY)

11.1 Involuntary Transfers

11.1.1 Defined

Transfer is a change in job location within the same job classification when no change in hours is involved.

11.1.2 Involuntary Transfers

The District may transfer employees when it is necessary to do so to fill the requirements of the District. Nevertheless, it agrees that involuntary transfers, will not be undertaken until after the employee is notified of the contemplated action, the reasons why such a transfer is necessary are outlined, and the employee is provided reasonable opportunity to meet with immediate supervisor to discuss the reasons. There will be no loss of pay due to an Involuntary Transfer except for a duly processed demotion.

11.1.3 Demotion

If the District determines that a demotion is necessary as part of a disciplinary action it will follow the disciplinary procedures in Article twenty seven (27).

11.2 Voluntary Transfer

Employees may request transfers by filing a written request at the District office. Transfer requests will be kept on file until October 1st annually unless withdrawn.

ARTICLE XII - SICK LEAVE WITH PAY / WORKER'S COMPENSATION

12.1 Sick Leave with Pay

- a. Sick time will run concurrently with any sick leave accumulated under ORS 332.507 and with any Oregon Family Leave Act (OFLA)/Family Medical Leave Act (FMLA) leave entitlements.
- b. For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care.

- c. For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care or for care of a family member during pregnancy.
- d. Notwithstanding ORS 659A.153, for any other purpose specified in ORS 659A.159.
- e. For a purpose specified in ORS 659A.272, notwithstanding ORS 659A.270(1).
- f. In the event of a public health emergency. For purposes of this subsection, a public health emergency includes, but is not limited to:
 - 1. Closure of the employee's place of business or the school or place of care of the employee's child, by order of a public official due to a public health emergency;
 - 2. A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee must provide self-care or care for the family member; or
 - 3. The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.
- g. For the purposes of this contract 'family member' means an employee's spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step-parent, parent-in-law of an employee's spouse or domestic partner, employee's grandparent or grandchild, or a person with whom the employee is or was in a relationship of *en loco parentis*. 'Family member' also includes the biological, adopted, foster child, or step child of an employee or the child of an employee's domestic partner. An employee's child in any of these categories can be either a minor or an adult at the time of qualifying for leave pursuant to these rules is taken.

A domestic partner is defined as an employee's partner with whom they qualify for and have obtained domestic partner insurance by the rules of the state of Oregon.
- h. The District may deduct the value of sick leave used but not earned on an annual prorated basis from the final payroll check of those employees separating early who have used more sick leave than earned for that year in the event that they do not complete their annual contract or separate early for any other reason. Sick leave is earned at 1 day per month worked per year and is front-loaded annually in July.

Contracted Months Per Year	Annual Sick Leave Benefit
10 Month Employees	10 Days Sick Leave
11 Month Employees	11 Days Sick Leave
12 Month Employees	12 Days Sick Leave

- i. Sick leave is awarded annually and front-loaded to employee leave balances. If an employee exhausts all annual sick leave and separates from the district prior to the end of the contract cycle, the district will reclaim the cost of excessive sick leave used in the final balance of contract check as a prorated portion of the contract year worked with sick leave reflected as having been awarded as an average of 1 day per month, as defined in 12.1 sub h.

12.2 Sick Leave Donations

- 12.2.1 In the event a member of the bargaining unit exhausts their sick leave and the employee is not eligible for salary replacement (either on a full or partial basis) through another source, such as workers compensation AND the employee has exhausted all other leaves, the Association will notify the District Office of its intent to request sick leave donations from its members. Maternity/paternity leave and well infant/child care do not qualify for this supplement.
- 12.2.2 The bargaining unit will establish a "Sick Leave Donation" committee of (3) three classified each year to meet and review the request of sick leave donations.
1. Requests can be made through the District payroll office using the Sick Leave Donation Request Form. No other forms of solicitation are allowed. The District will submit the request to the committee for review. Employees may only receive donations two (2) times a year.
 2. The committee will respond to the payroll specialist within three (3) working days of receiving the notification.
 3. Special allowances may be made on a case-by-case basis.
 4. The committee needs to keep a record of recipients from year-to-year.
- 12.2.3 It is understood that the donation is voluntary on the part of the members with a minimum of four (4) hours and a maximum of eight (8) hours donation for any occurrence. An additional contribution may be made if all donated hours are exhausted before the employee qualifies for other benefits.
- 12.2.4 The donated hours will be used in the order in which they were contributed and any hours not used will revert to the donor.
- 12.2.5 No sick leave bank is intended or established by the terms of this Agreement. It is understood that once an employee agrees to make a donation that decision is irreversible.
- 12.2.6 Sick leave donations must be in place prior to finalization of monthly payroll and cannot be done retroactively.

12.3 Fraud-Termination

Willful fraud, deceit, or falsification of sick leave is grounds for discipline, including discharge.

12.4 Inappropriate Use of Sick Leave

An employee shall not consider sick leave as a right which allows absence at any time for other than the reasons set forth in this Article. Certification of one or more physicians that an illness or injury prevents an employee from carrying out their duties may be required by the District after five (5) days absence. If medical evidence indicates an employee can return to their duties, they shall return or in continued absence be terminated. Sick leave shall not be considered available as terminal leave, either in time or in dollars.

12.5 Extension of Sick/Other Accumulated Leave

An employee who exhausts sick leave may use other accumulated paid leave, then shall be granted unpaid leave up to twelve (12) months at the discretion of the Superintendent. Anytime during this twelve (12) month period, the employee shall have the option, provided they have full medical release, to return to their previous position and pay status.

12.6 Sick Leave Accrual

Sick leave shall accrue without limit.

12.7 Worker's Compensation:

12.7.1 Benefits by Law

An employee who sustains an on-the-job illness or injury is entitled to benefits, including return to duty when medically able to do so under the provisions of ORS 656.001 et seq. The language in this subsection is not subject to arbitration.

12.7.2 Re-crediting Sick Leave

When a Comp claim is made, the employee is required to use available sick leave for the first three (3) days of the absence. The employee shall have these three (3) days re-credited either (1) not using sick leave days if the illness or injury is continuing or (2) repaying the District for the monies expended covering the initial three (3) days if it is not a continuing claim.

12.7.3 Family Medical Leave

The District will comply with State and Federal Laws regarding the use of family medical leave.

ARTICLE XIII - BEREAVEMENT LEAVE

13.1 For the purposes of bereavement leave, the term 'family member' applies as defined in Article 12.1 sub g.

13.2 Available Leave

Any regular employee is entitled to receive up to five (5) consecutive days paid leave for a death sustained in their immediate family. In addition, the District will comply with State leave laws regarding bereavement leave.

ARTICLE XIV - FUNERAL LEAVE

14.1 Leave to attend the funeral of other than a member of the immediate family may be granted by the immediate supervisor. Unpaid leave for Funerals can be granted for instances beyond the 'family member' definition, as listed in 12.1 sub g.

ARTICLE XV - PERSONAL LEAVE

15.1 Use of Personal Leave

Each employee shall be eligible for three (3) days of personal leave each fiscal year for personal necessity.

15.2 Non-accumulative

Personal leave authorized herein is not accumulative. Full time employees who have used no personal leave by June 30th of the current school year will be paid two hundred (\$200) dollars at the end of the year. Full time employees who have used one day of personal leave shall be paid one hundred (\$100) dollars at the end of the year. If two or more days are used, there will be no cash at the end of the year. Less than full time employees will be paid for unused personal leave on a pro-rata basis. Personal leave shall be used in one (1) hour increments.

15.3 Submission of Request

All requests for personal leave must be entered in Frontline Absence Management and presented to the building principal or immediate supervisor for approval at least two (2) days before taking leave, if possible. Personal leave cannot be used in the following instances:

- a. The first or last day of student attendance.
- b. The first or last day of an employee’s annual work calendar.

15.4 Personal leave is awarded annually at 3 days per year and is front-loaded to employee leave balances in July.

Contracted Months Per Year	Annual Personal Leave Benefit	Monthly Pro-Rated Personal Leave Allotment Average
10 Month Employees	3 Days Personal Leave	3/10 day per month
11 Month Employees	3 Days Personal Leave	3/11 day per month
12 Month Employees	3 Days Personal Leave	3/12 day per month

15.5 If an employee exhausts all annual personal leave and separates from the district prior to the end of the contract cycle the district will reclaim the cost of excessive personal leave used in the final balance of contract check as a prorated portion of the contract year worked with personal leave awarded as stated in item 15.4.

ARTICLE XVI - JURY DUTY

16.1 Pay Therefore

The Supervisor/Building Administrator shall receive advance notice of required jury duty or court appearances. An employee shall be granted leave, with pay, for service on a jury. The pay shall be reduced by any amount of compensation received by the employee for jury duty, but not to include expenses which may be allowed. If, upon completion of duty, the employee can reasonably return to work, they shall do so.

16.2 Applicable when Under Subpoena

These provisions shall also apply to an employee under subpoena in a work-related matter in which they are not a principal or has a vested interest or is otherwise eligible for compensation as a witness.

ARTICLE XVII - COMMUNITY SERVICE LEAVE

17.1 Personal leave may be granted for use of employees wishing to attend conventions or meetings representing local community organizations. Any member may use their personal leave for such purposes as PTA, Rotary, Kiwanis, Lion's Club, Veteran's organizations, etc. Any member without personal leave available to cover their election to serve the community in a greater capacity than that of a regular school employee may apply for unpaid leave to the Superintendent. Leave may be used without jeopardy of person.

ARTICLE XVIII - LEAVE WITHOUT PAY

18.1 Request and Eligibility

A leave of absence without pay may be granted by the Superintendent upon review of the written request. Employees shall not be eligible for such leave until they have completed at least one (1) full year of employment. Such leave shall not exceed twelve (12) months in duration. An employee on such leave shall not receive compensation or seniority for the duration of the leave, but shall have previously earned leave and seniority restored upon return. Written leave requests shall state the reason for such request. The District retains final decision making authority regarding requests and final decisions are not subject to the grievance procedure in this agreement.

Leaves without pay may be granted by the Superintendent for up to a maximum of five (5) days per school year. Written leave requests shall state the reason for such request. The District retains final decision making authority regarding requests and final decisions are not subject to the grievance procedure in the agreement. Leave without pay is not intended to be used as unpaid sick leave.

Unpaid sick leave shall be approved by the employee's immediate supervisor.

Leave without pay beyond five (5) days or for subsequent requests may have unearned benefits deducted.

18.2 Insurance During Absence

During a period of unpaid leave, employees will be 'termed out' of regular insurance coverage as per OEBB regulations and have the opportunity of purchasing coverage back through a COBRA option. When the period of unpaid leave ends, employees will be re-enrolled into the regular District insurance plan.

18.3 Parental Leave - Section 18.1 Waived

The requirement of one (1) full year of employment may be waived by the Board in considering a request by an employee for a leave without pay to extend a parental leave that is granted under the provisions of Article XXVIII.

ARTICLE XIX - HOLIDAYS

19.1 Holiday Designation

19.1.1 General Holidays

The following days are recognized by the District as paid holidays for bargaining unit members:

July 4 – Independence Day *	Day before or after Christmas
1st Monday in September – Labor Day	December 25 – Christmas Day
November 11 – Veteran’s Day	January 1 – New Year’s Day
Memorial Day	Thanksgiving Day
Day after Thanksgiving	Martin Luther King Day

*Eligible for this as a paid holiday are those bargaining unit members who are employed for twelve (12) months. Other employees shall receive this as a paid holiday only in the event the certified staff receives it as a paid holiday.

19.2 Eligibility and Exception

19.2.1 To be eligible for holiday pay, the employee must have been in a paid status the last working day preceding or following the holiday. An employee terminated on the day preceding the holiday shall not be entitled to pay for that holiday.

19.3 When Holiday Falls on Saturday or Sunday

If the prescribed holiday falls on a Saturday, the previous Friday, not itself a holiday, is the holiday; if it falls on Sunday, the following Monday, not itself a holiday, shall be the holiday.

Notwithstanding the foregoing, the District and Union can agree to an arrangement, for a given holiday, other than that prescribed herein. An employee terminated the day before a holiday does not qualify for holiday pay.

19.4 Holiday During Paid Vacation

A prescribed holiday falling within the vacation of an employee shall be paid as a holiday and not charged to vacation.

19.5 Holiday Pay

Pay for holidays shall be the same as that which the employee would have received had they been in a working status.

ARTICLE XX - MILITARY OR OTHER GOVERNMENT ASSIGNMENT LEAVE

20.1 Military Leave

20.1.1 Granting/Guaranteed

Individuals who have been employed by the District for at least six (6) months shall be entitled to leave for periods of annual active duty in accordance with the provisions of ORS 408, Benefits of Veterans and Service Personnel.

ARTICLE XXI - VACATIONS

21.1 Eligibility

All members of the bargaining unit who work on a twelve (12) month basis will earn a vacation each year under the following terms:

21.1.1 Use of Vacation Accrued

All vacations will be scheduled with supervisor approval, upon the request of the employee and considering seniority. Vacations accrual must be used no later than September 1 following the year in which it was earned. Any exceptions to this requirement must be made in writing and approved by the appropriate Administrator.

In the event the employee is not allowed to take accrued vacation due to district convenience, the employee shall be paid for any accrued vacation on September 1 of the year following the entitlement.

21.1.2 Initial Employment

Classified personnel must have been employed by the District at least six (6) months prior to July 1 of the contract year. Vacation accrual during the initial fiscal year of employment shall be five-twelfths (5/12) of a day per month. If an employee is terminated during their initial fiscal year they shall not be entitled to any vacation pay. Employees must be hired prior to January 1st of a fiscal year to accrue vacation leave in their first year in keeping with the salary advancement schedule. Half-time personnel must meet the same criteria.

21.1.3 Earning of Vacation after Initial Year

During the second through sixth years of employment, a full-time employee shall earn ten (10) days of vacation. During the seventh through tenth years of employment a full-time employee shall earn fifteen (15) days of vacation. During the eleventh year and thereafter of employment, a full-time employee shall earn twenty (20) days of vacation.

21.1.4 Non-accumulative

Vacation time is not cumulative beyond these maximums.

21.1.5 Use of Leave with Vacation

Extended vacations as leave without pay or with other available paid status time (e.g. comp time) may be granted at the discretion of the supervisor.

21.1.6 Payment on Termination

When an employee terminates their employment with the school district, they shall be paid for their earned vacation, not to exceed the amount which can be earned in any one year according to the salary schedule on which he has regularly been paid, except that no vacation will be allowed if the employee resigns within the first year of employment.

21.1.7 Vacation Pay

The employee will be paid for vacation pay in the amount they would have earned had they worked that day.

21.1.8 Restricted to Employees Working Twelve (12) Months

All classified employees of the school district who are employed for less than twelve (12) months per year will not accrue paid vacation allowance.

Employees that transfer into a twelve month position during a contract year, after July 1 and before January 1, accrue vacation at a rate of 5/12 a day per month and are not credited vacation accrual time based upon their work schedule of the prior position.

21.1.9 Deduction of Excess Vacation Leave Use

The District may deduct the value of vacation leave used but not earned on an annual pro-rated basis from the final payroll check of those employees separating early who have used more vacation leave than earned for that year in the event that they do not complete their annual contract or separate early for any other reason.

ARTICLE XXII – SALARIES

22.1 Salary Schedules

Attached hereto the Salary Schedules for this contract shall be referred to as:

Exhibit C1 2021-2022, Exhibit C2 2022-2023, and Exhibit C3 2023-2024.

Exhibit C1 – represents a 4.0% cost of living adjustment from 2020-2021 to all job groups listed, and a relative base salary correction to reflect a \$15/hour minimum wage in the following job groups: Library Aide/~~Speech Aide (Lib/Spec)~~, Life Skills Aide (Life Skills), Special Education & Independent Aide (SPED/Ind), Education Aide II (EA II), Nutrition II (Nutr II), Nutrition I (Nutr I) and Food Service worker (Food Svc).

As per MOU – Speech Aide is eliminated, EA II is simply Education Aide

Salary steps for the above job group categories will be brought to the next nearest, higher step to match dollar amounts. This is not a step-to-step direct transfer; salary steps will be re-set, but there will be no impact to overall in-class seniority. Salary Step and Seniority are not equivalent.

Employees in the Driver, Maintenance, Mechanic, Technology, Health Aide, Groundsman II, Custodian II, YTP Coordinator, Secretary, American Education, Custodian I, and Groundsman I will be brought across on a step-to-step equivalent.

Exhibit C2 – represents a 1.0% increase from 2021-2022 for the 2022-2023 school year.

Exhibit C3 – represents a 1.0% increase from 2022-2023 for the 2023-204 school year.

22.1.1 Steps will be granted for each year this contract is in effect.

22.2 Pay for Extra Bus Trips

On bus trips involving destinations other than regular home and school routes, drivers shall be paid at the rate of seventy percent (70%) of Step 10 per hour after their normal scheduled hours of work for that workday have been completed at their regular rate.

Such payment shall be subject to the conditions for overtime set forth in Article X and shall be for the duration of the trip from commencement to completion, including stand-by time. Stand-by time duties may include routine cleaning, maintenance or other reasonable duties as assigned. Show-up time of one and one-half (1 & 1/2) hours shall be granted if a trip is canceled and the driver has already reported.

22.3 Advancement on the Salary Schedule

22.3.1 In order to move a step on the salary schedule, classified personnel must have been employed by the District at least six (6) months prior to July 1 of the contract year. Half-time personnel must meet this same criteria.

Leave beyond protected limits or unpaid leave where employees are not performing their primary duties for at least 135 days in a year are not eligible for salary/step advancement for the next year.

22.3.2 Step increases are also contingent upon satisfactory job performance and merit review conducted annually by the administration. An employee not recommended for step advancement shall be notified at least thirty (30) days prior to such action and may appeal that decision through the grievance procedure.

22.4 Workshop Attendance

If an employee is required to attend a workshop or training program by the District, the employee shall be compensated at their regular rate of pay for all hours required. In addition, employees may request workshop attendance in writing to the Building Administrator. The Building Administrator, at their discretion may approve or deny requests and shall specify the rate of pay approved if the request is granted. The employee may elect to attend at the specified rate of pay or withdraw their request.

22.5 Education Fund

- 22.5.1 A classified education fund for professional development in the amount of \$7,500 per year, which can accumulate to a maximum of \$15,000, will be established.
- 22.5.2 Members desiring to use the Educational Fund must submit a 'career plan' for pre-approval prior to events that would better inform the practices of the member to serve the student of the District or to advance to another position within the classified bargaining unit.
1. Using the approved form for the career plan, the member must seek approval from their immediate supervisor first.
 2. The supervisor approved career plan is then taken by the member to the Association's Classified Educational Development Fund Committee for secondary approval.
 3. Both the immediate supervisor and the Classified Educational Development Fund Committee must approve the career plan before registration for any workshop, seminar or course is submitted.
 4. Approved career plans will be forwarded to the District office.
 5. If either the supervisor or the Classified Educational Development Fund Committee reject the submitted career plan, the member may appeal to the Superintendent for consideration of their request. Any decisions on appeal at this stage are final and will not be revisited.
- 22.5.3 Seminar, workshop or training fees, if registration is submitted in sufficient time for early registration' discount to the District office, will be pre-paid by the District when delivered with the approved career plan and completed registration form. Reimbursement associated with travel for a conference or training must be submitted for attachment to the approved career plan.
- 22.5.4 Reimbursement for collegiate or university tuition fee courses will be paid after submission of a grade report nothing satisfactory completion (grade marks of A, B, C, P, or CR) and a statement from the school registrar showing either an outstanding tuition balance for the course or a payment for the tuition of the course. The District does not reimburse for student body fees, text books, parking permit fees, etc., typically associated with collegiate or university enrollment.
- 22.5.5 Approval of reimbursement for pre-approved courses, seminars or trainings will be done at labor management meetings in the month following the completion of the pre-approved course, seminar or training and will be delivered by the member for attachment to the approved career plan to the Association President for review at the meeting. The District will have two weeks from the time of the meeting to issue reimbursement checks.
- 22.5.6 If the District requires an employee to receive training that is not necessary to obtain or maintain a required occupational license, the District shall pay for the training and employee work hours in accordance with Oregon law. Elective items listed in the approved career plan are exempt from consideration as 'work hours' for payroll purposes.

22.6 Public Employee Retirement System (PERS)

The District will continue to deduct, by a payroll deduction the employees PERS contribution on behalf of all eligible classified employees.

22.6.1 Employees may return to work after a mid-year retirement according to the PERS/OPSRP guidelines based upon their individual Tier or plan enrollment eligibility. Employees are responsible to monitor and track their own hours, in consultation with their retirement advisor, to avoid a payback penalty to the pension program. Post-retirement hour limitation compliance is not the responsibility of the District. Employees are responsible for tracking their own hours if working after retirement.

22.7 Pay - Dual Positions

If an employee is required to split time between two job classifications, they shall be paid according to each range for the hours worked in each classification.

22.8 Pay Period/Pay Day

All employees except Wheelchair, Special Education and EC Cares bus drivers, will have their checks distributed and prorated equally over 12 months.

For the purpose of prorating, regular bus routes will be a fixed amount of time determined by the transportation director prior to each school year. Drivers' pay will be prorated based on that fixed route time. Additional substitute hours, route time increases and decreases, and extra trip hours will be entered on time cards and accounted for monthly.

Note: All twelve (12) month employees shall have their paychecks prorated equally over twelve (12) months, commencing with the last workday in July.

Any individuals hired during the year will be paid on a time sheet until the beginning of the following work year.

Any individual who terminates employment during the work year will be required to reimburse the District for any overpayment that occurred.

Payday duration will not exceed thirty-five (35) with the exception of January, due to the early December payday.

22.9 Required Examinations

22.9.1 The District shall pay the cost of the required bus driver's examination. However, if a bus driver terminates within the first nine (9) months, the cost of the examinations will be deducted from their last check. The District reserves the sole authority to appoint the attending physician for a required physical examination.

22.9.2 Fingerprinting - Other Employees

Any employee, who is required to be fingerprinted, shall have the costs thereof paid by the District.

22.10 Mileage - Use of Personal Vehicle

Employees required to utilize their personal automobile on District business shall be reimbursed at the IRS rate. Employees who choose to utilize their personal automobile on District business shall be reimbursed at a reduced IRS rate, District vehicle should be requested and utilized when available.

ARTICLE XXIII - INSURANCE

23.1 District Contributions

23.1.1 Effective October 1, 2013, the District agrees to pay lessor of the actual insurance costs or a contribution of a monthly amount in accordance with the following schedule to purchase employee insurance. Should the actual insurance cost be less than the cap, the cap will not be reduced. This will not however, imply that the Association or any employee has a right to the difference.

- a. The District's monthly contribution for the above insurance for this contract shall be for full-time, eight (8) hour employees, as listed below:

Contract Year	Monthly District Contribution
2021-2022	\$1130 \$1140
2022-2023	\$1140
2023-2024	\$1150

- b. All other employees shall receive a monthly contribution based on the following pro-ration formula. No benefits will be paid for a position of less than 3.5 hours per day.

Length of Work Day	Pro-ration
8.0 hours	100%
7.5 hours	100%
7.0 hours	100%
6.5 hours	93.75%
6.0 hours	87.5%
5.5 hours	81.25%
5.0 hours	75.0%
4.5 hours	68.75%
4.0 hours	62.5%
3.5 hours	62.5%
Less than 3.5 hours	0%

- c. Regardless of any other provision to the contrary, all bargaining unit members will be provided term life insurance with AD and D.

- d. The District shall contribute two hundred and ten dollars (\$210) per month into a Health Savings Account (HSA) for employees who elect an HSA qualified medical plan. Less than full-time employees will receive a prorated HSA benefit in accordance with the percentages listed in Article 23.2.1 (b).
- e. Bus Drivers will receive a minimum contribution of 87.5% of the health insurance allocation regardless of average route and trip hours determined in September of the contract year. All other bus driver benefits beyond the health insurance allotment of 87.5% will be determined by averaging their first month's daily hours including both regular routes and event trips.
- f. Up to twenty-five dollars (\$25) per month, per individual under the insurance cap, will be contributed to an insurance pool. The members whose insurance premiums are over the cap can use resources from the insurance pool. For the purpose of calculating the insurance pool dollars, the District will take the employee insurance cap less insurance premiums and any H.S.A. benefit. The pool will be established on an annual basis by the District Business Manager and one (1) OSEA representative within three (3) working days after the close of the open enrollment period. Once the pool is established for the year, no modifications or changes will occur. Anyone hired within the current year, after the pool has been established, will not be eligible to benefit from the insurance pool for the remainder of that year.
- ~~g. For the 2021-22 school year, each member that provides documentation that they have completed a full vaccination cycle for Covid-19 will have an additional monthly contribution of ten dollars (\$10) towards their insurance, as defined in 23.1.1 sub a District Monthly Contribution. Any member that presents a valid note from a medical doctor stating that they cannot be vaccinated against Covid-19 for legitimate health reasons would also qualify; those electing to not be vaccinated against Covid-19 for other non-medical reasons would not be eligible.~~

23.1.2 Contributions are for Twelve (12) Months

District contributions shall be for twelve (12) consecutive months unless the employee is separated from employment prior to the end of the fiscal year. In such cases, the payment ceases on the last day of the month in which they terminate their employment.

Any employee who is employed at the start of the school year and completes the agreed upon work year shall receive all insurance benefits through September 30 of the year of service.

Contributions for employees who start after September 1, will receive benefits for the following summer months on a prorated basis. The District will notify all new employees of this provision and arrange for necessary withholding if desired.

23.1.3 Additional Costs

Any additional costs will be the sole responsibility of the employee and will be handled through payroll deduction.

23.2 Insurance Carriers

An insurance committee composed of District and Association members will meet to review the insurance plans to be offered for the following school year and to review comparable plans for possible implementation.

23.3 Reduction of Force to less than three and a half (3.5) hours

If an employee was entitled to, and receiving, benefits and has their position reduced to less than three and a half (3.5) hours per day, they shall be entitled to continue insurance coverage, subject to the limitations provided by the carrier. It is understood the premiums are the responsibility of the employee.

The District further agrees it will not reduce the length of the workday solely to avoid the payment of insurance premiums.

23.4 Leaves of Absence

An approved unpaid leave of absence of less than thirty (30) days shall not interrupt any insurance coverage to which the employee is entitled. Any absence of thirty (30) days or more shall be covered in accordance with the provisions of the COBRA Act.

ARTICLE XXIV - GRIEVANCE PROCEDURE

24.1 Defined

For the purpose of this Agreement, the term "grievance" shall mean a dispute between the Union and the District or between any employee and the District concerning the interpretation, application, claim of breach or violation of this Agreement.

24.2 Step 1

24.2.1 Informal/Formalization

If an employee believes they have cause for a grievance, they shall contact their Union representative and/or immediate supervisor, in an attempt to settle the matter. If after discussion with the immediate supervisor, the grievant does not feel the grievance has been properly adjusted, the grievance may be reduced to writing and presented to the immediate supervisor within ten (10) working days.

The Grievance statement shall include the following:

1. A statement of the grievance, clearly indicating the questions raised by the grievance and the Article(s) and Section(s) of this Agreement which the grievant feels has been violated.
2. The remedy or correction requested.
3. The date of occurrence.

24.2.2 Supervisor's Response

The aggrieved employee's immediate supervisor shall give their answer to the grievance in writing within ten (10) working days from the time they receive the written grievance.

24.2.3 Appeal by Grievant

The aggrieved employee shall have ten (10) working days from receipt of the supervisor's written answer in which to appeal to Step II if the answer is unsatisfactory.

24.3 Step II

24.3.1 Within ten (10) working days of receipt of appeal from Step I, the Superintendent shall submit a written response. If the Superintendent sets a meeting on the grievance, it shall be ten (10) working days thereafter.

24.3.2 If the second step grievance answer is not satisfactory to the Union, the Union may appeal the grievance to arbitration.

24.4 Step III - ARBITRATION

24.4.1 Request in Writing

The request for arbitration must be given in writing to the District by the designated representative of the Union within fifteen (15) working days from the date of the step decision.

24.4.2 Selection of Arbitrator

Unless the parties can agree upon an arbitrator, an arbitrator shall be selected through a joint request to the Employment Relations Board for a list of not less than five (5) qualified arbitrators. Unless the arbitrator is selected in accordance with the procedure prescribed by the ERB, the parties shall each strike two (2) names, each party alternately striking one (1) name from the list and the remaining person shall be accepted as the arbitrator.

24.4.3 Contract Interpretation

It is understood that the arbitrator will only interpret the Agreement and will in no instance add to, delete from or amend any part thereof. The arbitrator's decision shall be final and binding on both parties, within their scope of authority.

24.4.4 Court Reporter

A court reporter shall not be required for the arbitration proceedings, but may be requested by the District, the Union or the arbitrator:

1. If the services of a court reporter are requested by the arbitrator, the cost shall be borne equally by the District and the Union.

2. If the services of the court reporter are requested by the Union, the cost shall be borne by the Union.
3. If the services of the court reporter are requested by the District, the costs shall be borne by the District.

24.4.5 Other Fees

All other fees of the arbitration process shall be borne equally by the District and the Union.

24.5 GENERAL

24.5.1 Joint Grievances

A written grievance involving more than one (I) employee will be filed by the Union representative for and on behalf of the employees.

24.5.2 Waiver of Timelines

By mutual agreement of the grievant and the District, time limits established in grievance procedure may be extended by a specified period.

24.5.3 Timelines - Failure by District to Respond

If an answer is not received within the time limits established in grievance procedure, the aggrieved party may process the grievance to the next highest step of the grievance procedure.

24.5.4 Grievance Forms

Grievances will be filed on grievance forms provided by the Union.

24.5.5 Grievance of Issues New in Contract

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, unless the grievance clearly applied to the provisions of the previous Collective Bargaining Agreement.

24.5.6 Election of Remedies

It is specifically and expressly understood that the initiation of action by grievant, their representative or the labor organization in another available forum constitutes an election of remedies and shall be considered as the voluntary waiver of any right to arbitrate said subject matter.

24.5.7 No Loss of Pay

Representatives designated by the Union shall not suffer loss of pay or benefits when meeting with supervisors or other District representatives concerning official written grievances. It is understood that the District shall not incur overtime liability as a result of such proceedings.

ARTICLE XXV - RESIGNATIONS

25.1 Notice

All members of the bargaining unit shall provide the District with at least two (2) weeks notice of their pending resignation.

25.2 Failure of Notice

25.2.1 Vacation Forfeiture

An employee who fails to provide the notice required herein may be required to forfeit any accrued vacation. Application of this section is grievable.

25.2.2 Resignation of Less than Twelve (12) Month Employee

Any person who is employed on a less than twelve (12) months basis and did not notify the District of their decision not to return in the Fall, shall make a notice of resignation not later than August 1 unless circumstances mitigate against such notification.

25.3 Midyear Retirements and Temporary Contracts

In the event that a District classified employee retires and begins receiving benefits from the Public Employees Retirement System (PERS) prior to the end of the school year, to minimize the disruption for students, they may be retained by the District in their current position until the end of the school year subject to the provisions of ORS 238.082.

All requests for continued employment must be submitted in writing to the Superintendent no later than sixty (60) calendar days before retirement. Request will be considered based on the criteria outlined in policy GDPB/GDPB-AR.

25.3.1 The retiree will be issued a temporary contract and remain a member of the bargaining unit with all the rights, privileges and obligations under the current negotiated agreement except those removed in this section.

25.3.2 The District will pay the retiree on a per diem basis based upon the annual salary of the retiree at the date of retirement.

25.3.3 The retiree shall accumulate one (1) day of sick leave per month, but these days shall not be added to the accumulated total prior to retirement or counted toward any District/PERS retirement benefit. No additional paid leave days shall be available.

- 25.3.4 The District shall continue to provide medical insurance for the retiree in whatever plan or status the employee was provided prior to retirement. The District shall continue to provide a term life insurance policy equal to the face value of the policy prior to retirement. No other insurance benefits will be provided.
- 25.3.5 The retirement shall not create a vacancy until the end of the current school year.
- 25.3.6 The retiree shall be employed only until the normally scheduled last day of work for that position, of the school year in which they retired. For twelve (12) month employees, the last day of work will be determined by mutual agreement between the employee and the District.
- 25.3.7 The employee shall be responsible for submitting a record of their hours worked to payroll. Employees may return to work after a mid-year retirement according to the PERS/OPSRP guidelines based upon their individual Tier or plan enrollment eligibility. Employees are responsible to monitor and track their own hours, in consultation with their retirement advisor, to avoid a payback penalty to the pension program.

Post-retirement hour limitation compliance is not the responsibility of the District.

Employee is responsible to track their own hours to ensure that they are not over limited hours. See notes in above section;

ORS statutory thresholds as of March 2018

Tier / Plan	Calendar Year Hours Limit
Tier One	1,039
Tier Two	1,039
OPSRP/Tier Three	599

ARTICLE XXVI - MISCELLANEOUS PROVISIONS

26.1 Status of Agreement

There shall be two (2) signed official copies of this final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Union.

26.2 Separability of Contract Provisions

In the event that any provision of this Agreement should, at any time during its effective period, be declared unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto, that all other provisions of this Agreement not declared unlawful and the Agreement as a whole shall remain in full force and effect for the term thereof.

26.3 Funding

The parties clearly recognize and agree that revenues needed to fund this Agreement must be approved annually by established budget procedures and are contingent upon sources of revenues and budget approval. Therefore, the Union recognizes and accepts that the District cannot and does not guarantee any level of employment in the bargaining unit inconsistent with its ability to fund same and cannot and does not guarantee passage of budget requests pursuant to established budget procedures. Furthermore, it is agreed that if funds are not available to finance the economic-related provisions of this Agreement, the parties shall negotiate those provisions upon the notification to the Union by the District.

26.4 Printing of Agreement

The Board and the Association agree to share equally the cost of printing the Agreement.

ARTICLE XXVII - DISMISSAL

27.1 Discipline/Dismissal Procedures

27.1.1 Regular employees of the bargaining unit will be disciplined according to the severity and frequency of the conduct at issue using progressive discipline. Discipline may be in the form of verbal reprimand, written reprimand or potential dismissal depending on the circumstances of each case. Progressive discipline will generally follow this sequence:

27.1.2 "Verbal Reprimand:" The immediate supervisor will hold a private conference with the employee. They will outline the nature of the problem and listen to any comments from the employee. The immediate supervisor will indicate compliance with specified procedures or cessation of certain conduct is required and future consequences if directives are ignored;

27.1.3 "Written Reprimand:" The immediate supervisor will hold a private conference with the employee and Union representation. The immediate supervisor will outline the nature of the problem and listen to any comments from the employee. The immediate supervisor will indicate compliance with specified procedures or cessation of certain conduct is required and future consequences if directives are ignored. A "letter of reprimand" shall be written and placed in the employee's personnel file.

27.1.4 "Plan of Assistance:" The immediate supervisor will hold a conference with the employee and Union representation. The immediate supervisor will outline the nature of the problem and listen to any comments from the employee. The immediate supervisor will indicate compliance with specified procedures or cessation of certain conduct is required and future consequences if directives are ignored, typically termination. A "Plan of Assistance" (see Exhibit A) will be mutually developed with the employee, union representation and the District. A final assessment is done when the "Plan of Assistance" has been completed to determine employment status;

The plan of assistance will identify a reasonable length of time (not less than two (2) weeks and not more than six (6) weeks) for the employee to improve their performance. By mutual agreement, the length of time may be extended. During this time, periodic evaluations will be conducted and the employee will receive feedback.

27.2 Notification of Deficiencies

Regular members of the bargaining unit shall be suspended without pay or dismissed only after due process procedures have been initiated to permit employees to overcome the cited deficiencies.

27.3 Discipline/Dismissal Only for Cause

However, a regular classified employee shall be disciplined/dismissed only for cause.

27.4 Appeals

A regular employee has the right to appeal their dismissal informally to the Board, within fifteen (15) days of their dismissal under the provisions of ORS 241663. In the alternative they may elect to have the matter appealed to arbitration through the grievance procedure. If the appeal is to the Board of Directors, the decision of the Board shall be final and binding and shall constitute a waiver of any rights for a hearing before an arbitrator. Such employee may be represented by a Union representative at such hearing.

27.5 Suspension - Flagrant Misconduct

Nothing herein is intended to prevent the District from immediately suspending an employee where the conduct of the employee is judged by the Superintendent to be flagrant and warrants immediate action. In these instances, no plan of assistance is required.

27.6 Probationary Employees

Probationary and temporary employees are excluded from this article.

ARTICLE XXVIII - PARENTAL LEAVE

28.1 Conformance

The District will provide parental leave in conformation with the provisions of ORS 659.360-659.370 and OAR 839-07-800 to 839-07-875. In the event of conflict, the provisions of law shall apply.

28.2 Application

This Article is applicable to all bargaining unit members, except employees employed fewer than ninety (90) working days prior to the first day of parental leave, new seasonal and temporary employees.

28.3 Length

The maximum available leave shall be twelve (12) months for employees with more than one (1) year of service and up to twelve (12) weeks for all others.

28.4 Use of Available Paid Leave

28.4.1 Any employee who has unused vacation leave or compensatory time at the time their parental leave begins, shall use this accumulated paid leave during the course of the parental leave.

28.4.2 An employee may also use sick leave or accumulated paid leave during the time of the parental leave, but is not required to do so. If it is legally held that an employee may not use sick leave in conjunction with parental leave, then the law shall prevail.

28.4.3 The parental leave shall be unpaid except as provided in Sections 28.4 (a) and (b) above.

28.5 Procedures

28.5.1 At least thirty (30) days prior to expected delivery date or adoption date, the employee shall submit a written request for parental leave on a form provided by the District.

28.5.2 The date for commencement of the leave shall be altered if the birth is premature, the mother is incapacitated, there is unanticipated physical custody of an adopted child or the District and employee agree to a change. The employee shall, unless circumstances do not permit, request date alternation within seven (7) days of the unanticipated action causing necessity for the change.

If the employee fails to give notice, then the District may require the leave to commence at a time up to three (3) weeks after the notice and reduce the leave term by up to three (3) weeks.

28.6 Return to Duty

The employee shall be returned to their former position or an equivalent position or if circumstances are changed, then returned to any other position which is available and suitable.

28.7 Break in Service

Parental leave shall not constitute a break in service and the employee shall be credited for seniority purposes, which time on leave as if worked. The employee will not be credited for sick leave or vacation leave for the time on unpaid parental leave in excess of four (4) weeks.

ARTICLE XXIX - PERSONNEL FILE

29.1 Confidential

The official file of each employee is confidential and shall be kept in the District personnel office.

29.2 Inclusion of Critical Data

29.2.1 Information that reflects critically upon an employee shall not be placed in an employee's personnel file that does not bear either the signature of the employee indicating that the employee has been shown the material or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee.

29.2.2 Employee Right to Respond

The employee shall have the right to make a written statement relating to any evaluation, reprimand, charge or any similar matter placed in the personnel file.

29.2.3 Inspection of File

The personnel file shall be open for inspection by the employee during regular office hours, but shall be open only to such other persons as are officially designated by the District or by the employee.

29.2.4 Placement in of Critical Data - Limitation

All materials that reflect critically upon an employee must be placed in the personnel file within sixty (60) calendar days of the alleged incident or within sixty (60) days after the District receives notice of the incident. This has no bearing whatsoever on the District's annual employee evaluation.

29.2.5 Improper Placement of Data in File - Restrictions

Material placed in the personnel file of an employee without conformity with the provision of this article will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the employee and shall, upon discovery of violation of this section, be immediately removed.

29.2.6 Removal of Adverse Material

If no other work performance issues (as recorded in evaluations or separate corrective action/discipline notifies) are seen in the two (2) years following a specific incident, the Association may appeal for removal of the adverse materials to the Superintendent. The appeal for removal of adverse materials would be evaluated by the Superintendent, immediate supervisor and an Association representative.

APPENDIX A

Those positions currently excluded as supervisors are:

- A. Director of Special Services
- B. Maintenance Supervisor and Transportation Supervisor
- C. Business Manager
- D. Technology Coordinator

Those positions currently excluded as confidential employees are:

- A. Payroll/Administrative Secretary
- B. Administrative Secretary

EXHIBIT A

Siuslaw School District 97J
Classified Request for use of the Education Fund

Name:

Academic Year:

School:

Department / Area:

Career Development Plan: What are the goals of your plan? How does this plan increase your effectiveness in your position? Does this plan help to move you to another job classification?

Proposed Activities: Clinics, Workshops, Seminars, Trainings or Courses – please list

Approval of Career Development Plan & Proposed Activities

		Initials	Yes / No	Date
Step 1	Immediate Supervisor –			
Step 2	Union Education Fund Development Committee			

Once approval by both the Immediate Supervisor and the Union Education Fund Development Committee is granted, please forward your form to the District Office for further processing.

Registration for Clinics, Workshops, Seminars or Trainings – The District will submit registration for clinics, workshops, seminars and trainings provided that the plan is received in time to meet the ‘early registration’ discount associated with most educational activities. Please make sure to include a completed copy of the registration form specific to the training and any additional cost estimates for travel, lodging and / or meals.

Clinic/Workshop/Seminar/Training Registration – Purchase Order Information

Vendor Name: _____

Vendor Address: _____

City, State, Zip: _____

Phone: _____

Date of Clinic:			Location of Clinic:	
District Car Available:	Yes - No	\$0.300 / mile	Lodging – Overnight Stay:	Yes – No
Personal Vehicle:	Yes – No	\$0.300 / mile	Lodging – Estimated Cost:	
Round Trip Mileage:			*Lodging Cost Estimate:	
Vehicle Cost Estimate:			*Hotel Reservation Sheet	Yes – No

Meal Counts:	Breakfast_____	Lunch_____	Dinner_____
#Reimbursable Amount:	\$10	\$15	\$25
Estimated Meal Total:			
Meal Cost Estimate:			

#Any meals included with conference or training registration are not reimbursable. Itemized receipts are required for meal reimbursements; any alcohol items on your receipt will render the entire meal ineligible.

Total Cost Estimate for Training: Registration, Vehicle, Lodging & Meals \$ _____

Tuition / Course Reimbursement – All registration and college enrollment for college or university level courses contains personal information and must be completed by the applicant. **Tuition costs are not prepaid by the District.** Reimbursement for collegiate or university tuition fee courses will be paid after submission of a grade report noting satisfactory completion (grade marks of A, B, C, P, or CR) and a statement from the school registrar showing either an outstanding tuition balance for the course or a payment for the tuition of the course. The District does not reimburse for student body fees, text books, parking permit fees, etc. typically associated with collegiate or university enrollment.

Reimbursement Notes

Grade Card or Transcript Received: Yes – No

Student Account Statement – Tuition Paid / Due: Yes – No

Qualified Amount for Reimbursement: \$ _____

Date Check Issued: ____ / ____ / ____ Check Issued by: _____

EXHIBIT B

**Siuslaw School District
Plan of Assistance**

Plan of Assistance for:

School:

Date of initial meeting:

Date plan to begin:

Date plan ends:

Supervisor(s):

Notification of Deficiencies (please refer to OSEA contract agreement Article XXVII- Dismissal – Sections 27.1 through 27.4)

1. Statement of areas needing improvements:
2. Evidence of need for Plan of Assistance:
3. Assistance and resources to be provided:
4. Criteria which will be used to measure progress monitoring:
5. Final Assessment:

Failure to meet this goal at one hundred percent (100%) by the end of the Plan of Assistance period may result in the employee’s termination.

Employee Signature

Date: _____

OSEA Union Rep Signature

Date: _____

Administrator/Superintendent’s Signature

Date: _____

Exhibit C1 – 2021-2022
 4% COLA from 2020-2021
 Adjustments to \$15/hour minimum wage
 Siuslaw Chapter 57
 Classified Salary Schedule

07292021 MOU Notes in RED TEXT

Step	Drivers	Trips	Main Mech	Tech Health	Grounds II	Custodian II	YTP Coordinator	Secretary
1	19.25	16.83	18.75	18.25	18.00	17.75	17.00	16.50
2	19.73	16.83	19.22	18.71	18.45	18.19	17.43	16.91
3	20.22	16.83	19.70	19.17	18.91	18.65	17.86	17.34
4	20.73	16.83	20.19	19.65	19.38	19.11	18.31	17.77
5	21.25	16.83	20.70	20.14	19.87	19.59	18.76	18.21
6	21.78	16.83	21.21	20.65	20.37	20.08	19.23	18.67
7	22.32	16.83	21.74	21.16	20.87	20.58	19.71	19.13
8	22.88	16.83	22.29	21.69	21.40	21.10	20.21	19.61
9	23.45	16.83	22.85	22.24	21.93	21.63	20.71	20.10
10	24.04	16.83	23.42	22.79	22.48	22.17	21.23	20.61
15 YR	24.76	16.83	24.12	23.48	23.15	22.83	21.87	21.22
20 YR	25.50	16.83	24.84	24.18	23.85	23.52	22.52	21.86
25 YR	26.27	16.83	25.59	24.91	24.56	24.22	23.20	22.52

Step	Am Edu	Cust I GRD	Life Skills Aide	Library Aide	SPED Aide Independent Aide	Education Aide	Nutr II	Nutr I	Food Svc
1	16.00	16.00	16.00	15.75	15.50	15.00	15.50	15.25	15.00
2	16.40	16.40	16.40	16.14	15.89	15.38	15.89	15.63	15.38
3	16.81	16.81	16.81	16.55	16.28	15.76	16.28	16.02	15.76
4	17.23	17.23	17.23	16.96	16.69	16.15	16.69	16.42	16.15
5	17.66	17.66	17.66	17.39	17.11	16.56	17.11	16.83	16.56
6	18.10	18.10	18.10	17.82	17.54	16.97	17.54	17.25	16.97
7	18.56	18.56	18.56	18.27	17.98	17.40	17.98	17.69	17.40
8	19.02	19.02	19.02	18.72	18.42	17.83	18.42	18.13	17.83
9	19.49	19.49	19.49	19.19	18.89	18.28	18.89	18.58	18.28
10	19.98	19.98	19.98	19.67	19.36	18.73	19.36	19.05	18.73
15 YR	20.58	20.58	20.58	20.26	19.94	19.29	19.94	19.62	19.29
20 YR	21.20	21.20	21.20	20.87	20.54	19.87	20.54	20.21	19.87
25 YR	21.83	21.83	21.83	21.49	21.15	20.47	21.15	20.81	20.47

Exhibit C2 – 2022-2023
 1% COLA from 2021-2022
 Siuslaw Chapter 57
 Classified Salary Schedule

07292021 MOU Notes in RED TEXT

Step	Drivers	Trips	Main Mech	Tech Health	Grounds II	Custodian II	YTP Coordinator	Secretary
1	19.44	17.00	18.94	18.43	18.18	17.93	17.17	16.67
2	19.93	17.00	19.41	18.89	18.63	18.38	17.60	17.08
3	20.43	17.00	19.90	19.37	19.10	18.84	18.04	17.51
4	20.94	17.00	20.39	19.85	19.58	19.31	18.49	17.95
5	21.46	17.00	20.90	20.35	20.07	19.79	18.95	18.40
6	22.00	17.00	21.43	20.85	20.57	20.28	19.43	18.85
7	22.55	17.00	21.96	21.38	21.08	20.79	19.91	19.33
8	23.11	17.00	22.51	21.91	21.61	21.31	20.41	19.81
9	23.69	17.00	23.07	22.46	22.15	21.84	20.92	20.30
10	24.28	17.00	23.65	23.02	22.70	22.39	21.44	20.81
15 YR	25.01	17.00	24.36	23.71	23.39	23.06	22.09	21.44
20 YR	25.76	17.00	25.09	24.42	24.09	23.75	22.75	22.08
25 YR	26.53	17.00	25.84	25.15	24.81	24.47	23.43	22.74

Step	Am Edu	Cust I GRD	Life Skills Aide	Library Aide	SPED Aide Independent Aide	Education Aide	Nutr II	Nutr I	Food Svc
1	16.16	16.16	16.16	15.91	15.66	15.15	15.66	15.40	15.15
2	16.56	16.56	16.56	16.31	16.05	15.53	16.05	15.79	15.53
3	16.98	16.98	16.98	16.71	16.45	15.92	16.45	16.18	15.92
4	17.40	17.40	17.40	17.13	16.86	16.31	16.86	16.58	16.31
5	17.84	17.84	17.84	17.56	17.29	16.72	17.29	17.00	16.72
6	18.28	18.28	18.28	18.00	17.72	17.14	17.72	17.42	17.14
7	18.74	18.74	18.74	18.45	18.16	17.57	18.16	17.86	17.57
8	19.21	19.21	19.21	18.91	18.61	18.01	18.61	18.31	18.01
9	19.69	19.69	19.69	19.38	19.08	18.46	19.08	18.76	18.46
10	20.18	20.18	20.18	19.87	19.56	18.92	19.56	19.23	18.92
15 YR	20.79	20.79	20.79	20.46	20.14	19.49	20.14	19.81	19.49
20 YR	21.41	21.41	21.41	21.08	20.75	20.07	20.75	20.40	20.07
25 YR	22.05	22.05	22.05	21.71	21.37	20.67	21.37	21.02	20.67

Exhibit C3 – 2023-2024
 1% COLA from 2022-2023
 Siuslaw Chapter 57
 Classified Salary Schedule

07292021 MOU Notes in RED TEXT

Step	Drivers	Trips	Main Mech	Tech Health	Grounds II	Custodian II	YTP Coordinator	Secretary
1	19.64	17.17	19.13	18.62	18.36	18.11	17.34	16.83
2	20.13	17.17	19.61	19.08	18.82	18.56	17.78	17.25
3	20.63	17.17	20.10	19.56	19.29	19.02	18.22	17.68
4	21.15	17.17	20.60	20.05	19.77	19.50	18.68	18.13
5	21.68	17.17	21.11	20.55	20.27	19.99	19.14	18.58
6	22.22	17.17	21.64	21.06	20.77	20.49	19.62	19.04
7	22.77	17.17	22.18	21.59	21.29	21.00	20.11	19.52
8	23.34	17.17	22.74	22.13	21.83	21.52	20.61	20.01
9	23.93	17.17	23.30	22.68	22.37	22.06	21.13	20.51
10	24.52	17.17	23.89	23.25	22.93	22.61	21.66	21.02
15 YR	25.26	17.17	24.60	23.95	23.62	23.29	22.31	21.65
20 YR	26.02	17.17	25.34	24.67	24.33	23.99	22.98	22.30
25 YR	26.80	17.17	26.10	25.41	25.06	24.71	23.67	22.97

Step	Am Edu	Cust I GRD	Life Skills Aide	Library Aide	SPED Aide Independent Aide	Education Aide	Nutr II	Nutr I	Food Svc
1	16.32	16.32	16.32	16.07	15.81	15.30	15.81	15.56	15.30
2	16.73	16.73	16.73	16.47	16.21	15.68	16.21	15.95	15.68
3	17.15	17.15	17.15	16.88	16.61	16.07	16.61	16.35	16.07
4	17.57	17.57	17.57	17.30	17.03	16.48	17.03	16.76	16.48
5	18.01	18.01	18.01	17.73	17.45	16.89	17.45	17.18	16.89
6	18.46	18.46	18.46	18.18	17.89	17.31	17.89	17.60	17.31
7	18.93	18.93	18.93	18.63	18.33	17.74	18.33	18.04	17.74
8	19.40	19.40	19.40	19.10	18.79	18.19	18.79	18.50	18.19
9	19.88	19.88	19.88	19.58	19.26	18.64	19.26	18.96	18.64
10	20.38	20.38	20.38	20.06	19.74	19.11	19.74	19.43	19.11
15 YR	20.99	20.99	20.99	20.67	20.34	19.68	20.34	20.02	19.68
20 YR	21.62	21.62	21.62	21.29	20.95	20.27	20.95	20.62	20.27
25 YR	22.27	22.27	22.27	21.93	21.58	20.88	21.58	21.23	20.88