

CLASSIFIED STAFF

COLLECTIVE BARGAINING AGREEMENT 2022-25

Between
Oregon City School District No. 62
Board of Education

And

Oregon City Chapter 14
Oregon School Employees Association

A Member's Union
OSEA
AFT Local 6732

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PREAMBLE TO THE CONTRACT

The parties to this Agreement believe that a quality public education is a fundamental right of every child in our community.

We further believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, we enter into this Agreement committed to maintaining and strengthening our collaborative partnership based on mutual respect and trust that is deeper than the leadership and which will continue beyond the tenure of those currently in leadership positions in our respective organizations.

This Agreement is entered into by the Oregon City School District No. 62 (hereinafter referred to as the "District") and Oregon City Chapter 14 of the Oregon School Employees Association (hereinafter referred to as the "Union").

The purpose of this Agreement is to set forth the agreements reached between the above-mentioned parties concerning employment relations.

ARTICLE 1: Definitions

1. In the construction of the following individual articles of the agreement, words and phrases shall be construed according to the commonly approved usage of the language. The use of article, section or paragraph headings throughout this agreement is intended for easy reference only and shall not be construed to enlarge on, limit, diminish, or in any way modify the terms or conditions thereof.
2. As used in this agreement, the following terms shall have the respective meaning as set forth below:
 - a. "Board" The Board of Education of Oregon City School District No. 62, Oregon City, Oregon.
 - b. "Union" Oregon City Chapter 14 of the Oregon School Employees Association, affiliated with OSEA.
 - c. "Employee" All personnel employed as classified employees by the District who are covered by this agreement.
 - d. "District" Oregon City School District No. 62, Oregon City, Oregon.
 - e. "Position" Each individual job title.
 - f. "Classification" The job titles within each grouping, i.e. "Clerical", "Custodial and Maintenance" as listed in Appendix B-1 Classifications.
 - g. "Salary Range" The salary increments set forth in the numbered horizontal rows for each job title as listed in Appendix B Classified Salary Schedule.
 - h. "Salary Step" A placement within a salary range set forth in the lettered vertical rows for each job title as listed in Appendix B: Classified Salary Schedule.
 - i. "Assignment" The duties required of each job title at the work location assigned by the District.
 - j. "Temporary Employee" Individuals hired for a temporary period of time.
 - (1) Shall not be used as a permanent replacement in regular positions.
 - (2) Will not exceed the equivalent of sixty (60) consecutive workdays in any one (1) District position. Approved absences shall not be counted as a break of consecutive days of work.

- (3) The Union will be notified of all temporary employee(s) and the anticipated duration of their employment. When the employee is expected to work beyond sixty (60) consecutive workdays, the employee shall become a member of the bargaining unit and may choose to become a member of the Union.

- k. "Substitutes" Individuals called in to replace regular employees on excused absences (i.e., sick leave, vacation, etc.).
 - (1) Substitutes working less than sixty-one (61) consecutive workdays are not part of the bargaining unit.
 - (2) Beginning with the sixty-first (61st) consecutive workday, the substitute will become a member of the bargaining unit and may choose to become a member of the Union.
 - (3) The Union will be notified of substitute employees that serve in any one position longer than thirty (30) calendar days.

- l. "Probationary Employee" A non-permanent employee prior to successful completion of the probationary period.

- m. "Days" All workdays the District Office is open. Weekends, vacations, emergency closures, and holidays are excluded.

- n. "Immediate Family"
 - (1) Spouse of employee.
 - (2) Children, grandchildren or grandparents of employee or spouse/partner.
 - (3) Mother, father, brother, sister of employee or spouse/partner.
 - (4) Step-relatives of employee or spouse/partner.
 - (5) Other persons who have lived in the employee's household as family members.
 - (6) Other persons with whom the employee has lived as a family member.

- o. "Compensatory Time" Time off credited to employees in lieu of overtime pay. Compensatory Time will be credited at time and one half for all time worked more than forty (40) hours in a workweek.

- p. "Flex Time" Time off credited to employees in exchange for time worked outside their normal schedules within a workweek of forty (40) hours or less. Flex Time will be credited at straight time up to forty (40) hours in a workweek.

ARTICLE 2: Recognition

1. The District recognizes the Union as sole and exclusive bargaining representative for all of the classified employees in the bargaining unit. Excluded shall be community school instructors, confidential or supervisory employees as defined in ORS 243.650(6) and (14) and temporaries and substitutes as defined in Article 1: Definitions (2).
2. The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion (creed), gender identity, gender expression, national origin (ancestry), disability, sexual orientation, military status in any of its activities or options, or political affiliation. The District and Union will both have the responsibility for applying this provision of the contract. Alleged violations of this provision may be grieved as a policy grievance only, and are not subject to binding arbitration.

ARTICLE 3: Union Responsibilities and Rights

1. Bargaining

- a. The Union shall negotiate for all employees in the bargaining unit on matters affecting employment relations as provided by ORS 243.650.
- b. The Board agrees that the Union has the right to demand bargaining under ORS 243.698 over the effects of any decision that changes or alters the terms and conditions of employment of this Agreement. In the event an agreement is not reached following the bargaining process, the parties may take whatever legal actions under the Oregon Public Employees Collective Bargaining Act ("the PECBA") deemed appropriate by each party.
- c. The District agrees not to enter into any agreement or contract with any bargaining unit employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

2. Right to Use District Facilities and Equipment

- a. The Union or committees of the Union shall be allowed the use of District facilities for meetings that do not conflict with regular use of school buildings. Arrangements shall be made with the principal/supervisor.
- b. The District will provide the Union with space for its member bulletin boards in each facility where classified employees are headquartered for communicating Union business to members of the bargaining unit.
- c. The Union shall be allowed use of such office equipment as needed to provide duplicating of information to the employees when such use does not conflict with school business. The Union shall pay the cost of supplies and repairs for damage caused by Union misuse once it has received an invoice not to exceed thirty (30) days after the cost is incurred.
- d. Intra-district communications shall be available for distributing information to employees in the bargaining unit.
- e. The Union shall not use District equipment or electronic mail system for communication with members regarding recommendations for candidates for public office or other public campaigning activities.

3. Public Information

- a. Upon request, the District agrees to provide OSEA information necessary to perform its statutory duties as the exclusive representative of bargaining unit employees, as required by the PECBA, when requested by a member of the Union leadership.

- b. The Union agrees to pay reasonable costs for the development and preparation of requested materials once a bill has been presented to the Union, not to exceed thirty (30) days from when the cost is incurred.

4. Right to Receive Employee Information

- a. The District shall provide the designated OSEA office with information necessary to contact bargaining unit members, and employment information, including:

- (1) Employee's name and date of hire,
- (2) Personal and work email addresses,
- (3) Cellular and home phone numbers,
- (4) Home or personal mailing addresses,
- (5) Job title,
- (6) Worksite location,
- (7) Salary, and
- (8) Step placement.

- b. The District shall provide the information within ten (10) calendar days from the date of hire for newly hired employees in the bargaining unit and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

5. Designated Union Representative(s)

- a. Each September, the Union shall, upon request, provide a list of all designated union representatives to the District. If there are changes to this list during the school year, the Union will notify the District.
- b. Union executive officers, state-level paid representatives, and/or building representatives will be allowed to visit the work area of the employees in the bargaining unit.
- c. State-level representatives will follow reasonable sign in procedures for the buildings and will be given access without delay.

6. Access to Employees

- a. Welcome Back: During the return-to-school period at the start of the school year, the Union shall have sixty (60) minutes with all bargaining unit employees to review information and update all employees on union matters.
- b. New Hire (Groups): The District shall provide the Union with up to sixty (60) minutes to make a presentation to all groups of new bargaining unit employees. No new employee

or those presenting shall suffer a loss in compensation or benefits because of participating in or attending the Union's presentation.

- c. New Hire (Individual): For individually hired new employees, the Union shall also have up to thirty (30) minutes paid time at the time the new employee is hired and/or signing paperwork to go over union information.
- d. All non-union member bargaining unit employees shall, upon the employee's written request (email) to the Union or a designated union representative, copied to their supervisor, be granted time to review union information with a designated representative for a total of thirty (30) minutes paid time once per year. The time scheduled shall be mutually agreed upon by the Union, the employee, and the supervisor.

7. Considerations for Night and/or Swing Shift Employees

- a. Any nighttime employee on duty may attend a meeting of the Union with notification to their supervisor or principal. The employee will arrange to make up time with their supervisor within the same workweek, if possible.
- b. Unit members on the Union's bargaining team who work swing or evening shift may arrange with their supervisor to flex their normal work hours on the day of the bargaining sessions so they can attend the bargaining session.

8. Paid Time to Perform Certain Union Activities

- a. Representatives of the Union shall be granted time off without loss of pay from regular work duties to attend meetings with District representatives, mutually scheduled during the workday:
 - (1) To investigate and process grievances and other workplace related complaints,
 - (2) To attend investigatory meetings and due process hearings involving bargaining unit employees;
 - (3) To participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board (ERB),
 - (4) To engage in collective bargaining on behalf of employees in the bargaining units;
 - (5) To attend labor management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;

- (6) To testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness, and other issues;
- (7) To attend meetings, mutually scheduled during the workday, concerning administration of this contract and to adjust grievances under the procedure defined herein.
- b. Building representatives shall be allowed reasonable time with pay, with supervisor's notification, to process matters affecting employment relations within the building.
 - (1) A non-employee OSEA staff member shall be permitted access to the District's facilities for engaging in such activities after checking in and out (as any other visitor), without delay, with the front office of any District building upon entering the facility.
 - (2) Except in emergencies, any OSEA building representative who needs to meet with a bargaining unit member during the member's workday will schedule the visit to the workplace of the employee at least twenty-four (24) hours in advance, so as not to interfere with normal work duties.
- c. Whenever possible, meetings will be scheduled so as not to interfere with normal work duties.
- d. The District shall not be obligated to overtime compensation due to this provision.

9. Member Release Time

- a. If the Union designates any bargaining unit member to serve as a representative of the Union for participation in Union activities (trainings, membership drives, etc), the District will release such employees with notice of five (5) calendar days.
 - (1) The Union will reimburse the District for the wages and fixed payroll costs, including PERS contributions, of those employees.
 - (2) When any employee's release time has terminated, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position with loss of seniority, pay, benefits or classification.

10. Chapter President Release Option

- a. The District agrees to release the Chapter President for time mutually agreeable to the District and Union.

- b. The cost of the substitute or temporary employee, plus all fixed charges, will be paid by the Union, subject to no higher than the rate of the base step of Range ten (10).
 - c. The Chapter President will be considered a full-time employee, with all benefits due.
11. In the event that an Oregon City School District confidential employee vacates their current position, the District and the Union will meet to discuss the classification of that confidential position and consider its placement in or out of the bargaining unit, based on a review of the PECBA.
 12. The District agrees to follow all provisions of the law that aren't addressed within this Article.
 13. The District agrees to follow all provisions of the PECBA that aren't addressed within this Article.

ARTICLE 4: District Responsibilities

1. The District shall make available to the Union information that is directly related to matters covered in this Agreement and other material/data necessary to represent the employees in the bargaining unit, salary schedules of said employees, number of employees at each salary step, and other public information when requested by the Union.
2. 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 Board meetings. Such notice shall be available to the Union President when available to Board members.
3. The District will not make, alter, change, or amend policies, regulations, or job descriptions affecting employee relations without notifying the Union and allowing fourteen (14) days to respond. All bargaining over these issues shall be in accordance with ORS 243.698. Permissive subjects of bargaining can be sent to the Labor Management Committee for resolution.
4. The District will provide online access of this Agreement to all employees in the bargaining unit and new hires. At least two (2) printed copies of the agreement will be available in each building. All updated versions of the Agreement and any Memorandum of Understanding will be posted online within thirty (30) days of ratification/agreement.
5. District and School Calendars
 - a. The District will provide bargaining unit employees an assurance of employment by May 30th each school year in accordance with ORS 332.554.
 - b. The District will post the adopted school calendar for the upcoming year on the District website no later than August 1.
 - c. The District will set and communicate, in writing, the employee's daily work hours for the school year no later than August 15.
 - d. In the event of unforeseen circumstances, the District will support exceptions for employees to adjust selected insurance plans.

ARTICLE 5: District Rights

1. The Union recognizes that the District has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs facilities, properties and activities of its employees.
2. Without limiting the generality of the foregoing paragraph, it is expressly recognized that the District's operational and managerial responsibility includes:
 - a. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
 - b. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
 - c. The determination of the management, supervisory, or administrative positions.
 - d. The maintenance, discipline, control and use of the school system, property and facilities.
 - e. The determination of safety, health and property protection measures where legal responsibility of the Board and other governmental units is involved.
 - f. The right to enforce the rules and regulations now in effect, and to establish new rules and regulations from time to time subject to the provisions of Article 4 (3).
 - g. The direction and arrangement of all the working forces in the system including the right to hire, suspend, discharge or discipline, or transfer employees.
 - h. The creation, combination, modification or elimination of any position deemed advisable by the District.
 - i. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
 - j. The right to establish hours of employment and assign workloads in accordance with the workweek clause of this contract.
3. The foregoing enumerations of the functions of the District shall not be considered to exclude other functions of the District.
4. All terms of this agreement shall take precedence over these management rights where such rights are specifically nullified by the terms of this agreement.

5. The District shall follow all mandates resulting from state and federal legislation. When mandates alter this contract, introduce issues contrary to this contract, or need to be added to this contract, the District and Union will address those issues through Memorandums of Understanding.

ARTICLE 6: Separability of Provisions

1. In the event that any provision of this contract shall, at any time, be declared invalid by any court of competent jurisdiction, such decision shall apply only to a specified article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect.
2. The provisions(s) declared invalid shall immediately be opened for renegotiation upon request of the Union or District.
3. If, after ninety (90) days of expedited bargaining under ORS 243.698 the parties fail to agree on a replacement for the invalid words or sections of the collective bargaining agreement, the District may unilaterally implement its last proposal and/or the Union may strike.

ARTICLE 7: Interruption of Work

1. Neither the Union, its officers or agents, nor any of the employees covered by this agreement will engage in strikes, slow-downs, mass absenteeism, the willful absence from one's position, picketing or other work stoppage, except as provided by Oregon Law, during the term of this agreement. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined as the District deems necessary after due process and in compliance with Article 24: Disciplinary Action.
2. There will be no "lockout" of employees in the bargaining unit by the District as a consequence of any dispute arising during the period of this agreement.

ARTICLE 8: Probationary Period

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

2. New Hire Probation Period
 - a. Every new employee hired into the bargaining unit shall serve a probationary period of one-hundred-and-twenty (120) days actually worked.
 - (1) The probationary period may be extended by mutual consent of the District and the Union.
 - (2) In all circumstances, the time during school recess periods, days of absence caused by job-related illness or injury qualifying for Worker's Compensation and days of absence equivalent to the amount of accumulated sick leave actually used by the employee will not be counted as time towards completion of probationary periods.

 - b. All employees on initial probation must be evaluated at least twice during their probationary period unless the employee is terminated prior to the end of the probationary period.
 - (1) These evaluations shall be at approximately the midpoint and again prior to the end of their probationary period.
 - (2) Employees must be notified of the evaluation, allowed to make comment on, given an opportunity to sign the evaluation, and given a copy.
 - (3) The second evaluation may be waived by the supervisor if the employee will be continued past their probationary period.

 - c. Prior to completion of the probationary period and after proper evaluation pursuant to above, the employee's immediate supervisor shall make recommendations to the District Human Resources Department for permanent employment, demotion, or termination.

 - d. The District may terminate new employees on probationary status without cause. Any new probationary employee dismissed has the right to a hearing before the Board as provided by ORS 332.544 and can have Union representation.

3. Promotional Probation Period

- a. Employees promoted into a higher classification shall serve a probationary period of forty (40) workdays.
 - (1) The probationary period may be extended by mutual consent of the District and the Union.
 - (2) In all circumstances, the time during school recess periods, days of absence caused by job-related illness or injury qualifying for Worker's Compensation and days of absence equivalent to the amount of accumulated sick leave actually used by the employee will not be counted as time towards completion of probationary periods.
- b. All employees on promotional probation may be evaluated twice during their probationary period.
 - (1) These evaluations shall be at approximately the midpoint and again prior to the end of their probationary period, if needed.
 - (2) Employees must be notified of the evaluation, allowed to make comment on, given an opportunity to sign the evaluation, and given a copy.
 - (3) The second evaluation may be waived by the supervisor if the employee will be continued past their probationary period.
- c. Prior to completion of the probationary period and after proper evaluation pursuant to above, the employee's immediate supervisor shall make recommendations to the District Human Resources Department for permanent employment. If a recommendation is not made for permanency, the employee shall return to the position they held before or a similar position with the same wages and benefits.
- d. An employee on promotional probationary status may be reassigned during the promotional probation period at the request of the employee or the employee's supervisor.

ARTICLE 9: Compensation

1. Salary Schedule

- a. Effective January 1, 2023, the salary schedule base for classified employees in the bargaining unit for the 2022-23 school year shall reflect a five percent (5%) increase in base over the preceding year.
- b. Effective July 1, 2023, the salary schedule base for classified employees in the bargaining unit shall reflect a four and one-half percent (4.5%) increase in the base over the preceding year.
- c. Effective July 1, 2024, the salary schedule base for classified employees in the bargaining unit shall reflect a three percent (3%) increase in the base over the preceding year, unless the cost of living is five percent (5%) or greater in for the area which shall trigger a contract reopener for economic issues only.

2. Contract Year

- a. Contract year for a 12-month employee (240 to 260 days) begins July 1.
- b. For an 11-month employee (210 to 239 days), the new contract starts August 1.
- c. For a 10-month employee (209 days or less), the new contract begins September 1.

3. Equal Pay

- a. All four (4) through eight (8) hour employees shall be paid equally over twelve (12) months, determined by multiplying their hourly wage by the number of contract hours and then by number of contract days, then dividing by twelve (12).
- b. Employees shall have the option of receiving summer checks in a lump sum in June.

4. Initial Placement on the Salary Schedule

- a. Classified employees will be placed on the salary schedule appropriate to their years of relevant experience

5. Advancement on the Salary Schedule

- a. All employees who began work prior to January 1 during the immediate preceding year shall be eligible for and receive a step advancement, provided the employee has not already reached maximum step for the salary range of their contracted position.

b. Work done on or after July 1 will be paid at the new step.

6. Longevity Stipend

a. Classified employees who have completed a minimum of nine (9) continuous years of service with the District (from most recent date of hire) by December 1 of each year will receive an annual longevity stipend amount with the December paycheck.

b. Stipend amounts for employees for each school year will be as follows:

Years of Service	Annual Longevity Stipend
9 years	\$600
10 – 14 years	\$700
15 – 19 years	\$800
20 - 24 years	\$900
25 – 29 years	\$1,000
30 plus years	\$1,500

c. Days of absence caused by job-related illness or injury qualifying for Worker's Compensation during the year in which the injury occurs and days of absences equivalent to the amount of accumulated sick leave used by the employee during the year shall be counted as days worked for the purpose of determining the employee's continuous years of service.

7. Call-Back Pay/Show-Up Pay

a. Employees in the bargaining unit called back to work after completing their regular shift shall be guaranteed a minimum of two (2) hours pay at time and one-half.

b. Employees who report to work and then are sent home will receive two (2) hours pay or regular shift time if that shift is less than two (2) hours.

8. Shift/Hour Differential

a. Employees whose workday begins at 10:00 pm or later shall receive an hourly shift differential of fifty (50) cents per hour for each hour worked.

b. Employees whose workday extends beyond 11:30 pm shall receive seventy-five (75) cents per hour for time worked beyond 11:30 pm.

9. Extra Duty and Activity Pay

- a. Compensation for all extra duty and activity pay shall be determined by the Extra Duty and Activity Pay schedules (Appendix B & C) in the licensed employee’s contract.
- b. Classified bargaining unit members have the same, equal access to these opportunities as other groups do.
- c. Employees will be considered based on experience and District need. All those who submit a letter of interest will be considered for open positions.
- d. Extra duty positions and other responsibilities addressed in the licensed employee’s contract shall be paid at the same rate using base of BA, Step 3 as stated in the licensed contract (Extra Duty Schedule, Appendix A – OCEA CBA) and under the same conditions when classified employees are selected to fill those positions.
- e. Classified employees filling those positions shall not be governed by state and federal wage and hour laws for the purpose of these positions because the terms of the licensed agreement shall prevail.

10. Extra Qualification Stipends

- a. In recognition of the time and effort expended and the added benefit to the District, classified employees who obtain or maintain any of the following additional qualifications outside of the requirements of their job description will receive a stipend in the provided amount:

b. Limited Electrical License (one time)	c. \$2,000
d. Boiler Certification (one time)	e. \$2,000
f. Integrated Pest Management certification (one time)	g. \$2,000
h. Building Operator certification (one time)	i. \$2,000
j. Fluency in a second language (annual)	k. \$2,000

- b. Employees can request extra qualification stipends by submitting a letter or email request to the Human Resources Director, including proof of program completion, successful test results or continued licensure. Payment shall be made within one (1) payroll cycle after request has been verified.
- c. Extra qualification stipends may be requested one (1) time during employment, unless otherwise stated.
- d. The Fluency in a Second Language stipend is awarded annually and is prorated based on date of hire.

- e. Extra qualification stipends will be used to meet District needs.

11. Bus Drivers

- a. Bus drivers normally assigned to daily morning and afternoon routes shall receive compensation of not less than four (4) hours per day.
- b. Drivers who drive only an AM or PM run are paid two (2) hours each per day.
- c. Exceptions to the above would be in the case of when buildings are closed, such as for conferences, etc. On those days, drivers will be paid actual driving time but in no case less than two (2) hours per AM or PM shift.
- d. Substitute drivers reporting to work on a daily basis shall receive compensation of not less than five and one-half (5.5) hours per day.

12. Working Out of Classification

- a. Employees assigned by the District to replace an absent employee who is in a higher classification shall assume all the duties and responsibilities of the assigned position and shall be considered working out of classification.
- b. After the completion of three (3) consecutive working days, employees shall be entitled to the rate of pay of the higher classification at employee's current salary step. Such rate of pay shall be retroactive to the first day of the assignment.

13. Transfer to Lower Classification

- a. Voluntary: Employees voluntarily transferred to a lower classification shall be placed on the proper range and step as provided in Article 9.2 based on years of relevant experience. Prior to voluntary transfer, the employees shall be notified of the range and salary of the classification to which they will be assigned.
- b. Involuntary: Employees involuntarily transferred for non-disciplinary reasons to a lower classification shall be placed on the lower classification salary range at the same salary or at the nearest comparable salary as they were receiving on the higher classification range.
- c. Discipline: An employee that is transferred to a lower paid classification due to a disciplinary reason shall be placed on the appropriate, lower range of the new position at the previously held salary step. Such a change in position shall not result in a lower step placement.

14. Nonstudent Contact

- a. “Nonstudent Contact (NSC)” is unique to certain positions with direct student contact, including but not limited to Instructional Assistants and some Secretaries, where the number of days in an employee’s contract year is greater than the number of days students are in school. NSC is determined by subtracting the number of school days from the number of contract days and multiplying by the employee’s number of daily work hours.
- b. Since NSC hours are included in the salary calculation for equal pay, affected employees must work hours in addition to those students are in session.
- c. The District Calendar Committee will determine preservice and end of year workdays. Remaining days will be scheduled by building principals and/or program supervisors. Principals or supervisors are responsible for scheduling all NSC and notifying affected employees of their schedule no later than August 15.
- d. NSC must be scheduled within typical work hours (Monday – Friday, 7:30 a.m. – 5:00 p.m.) and during an employee’s usual workday, whenever possible. Evening activities, such as registration, conferences, athletic games, etc., may be scheduled with mutual agreement between the employee and administrator.
- e. Employees are responsible for working all scheduled times unless arrangements have been made in advance.
- f. By mutual agreement, employees may work unscheduled opportunities and use that time against their NSC hours in exchange for scheduled events.
- g. Employees who have fulfilled all of their NSC may offer to work additional events or opportunities for pay, but must give consideration to others who are scheduled for NSC.
- h. NSC hours must be completed by June 30, unless there is an agreement made with the District to extend the deadline.
- i. Any NSC hours not completed will be deducted from employee’s pay.

ARTICLE 10: Insurance

1. The District and the Union shall review the available Oregon Educators Benefit Board (OEBB) medical plans to be offered to the employees within the bargaining unit. Medical, dental and vision shall continue to be offered as part of the health benefit package for all employees.
2. The District will contribute \$300,000 annually to the Health Reimbursement Arrangement/Account (HRA) VEBA. The HRA VEBA application will be included with all new employee packets and the annual insurance packets by the District.
3. Benefits will begin for all employees on the first day of the month following their date of hire.
4. For the life of this agreement, the District shall contribute to the cost of an insurance package for each employee based upon the process listed below and the amounts listed in the Summary of District Contribution. Employees will be notified of the plans to be offered for the year prior to August 15, if possible.
5. The District shall contribute the following maximum insurance contribution amount monthly to employees:
 - a. For the 2022-23 school year, the District maximum insurance contribution will remain the same as the 2021-22 school year.
 - b. For the 2023-24 school year, the District maximum insurance contribution will increase three percent (3%) from the previous year.
 - c. For the 2024-25 school year, the District maximum insurance contribution will increase three percent (3%) from the previous year.

SUMMARY OF DISTRICT CONTRIBUTION

Hours Worked	2022-23 School Year	2023-24 School Year	2024-25 School Year
7-8 hours	\$1,453	\$1,497	\$1,542
5-6.99 hours	n/a	\$1,123	\$1,157
6 hours	\$1,090	n/a	n/a
5 hours	\$909	n/a	n/a
4-4.99 hours	\$727	\$749	\$771

6. Employees who work seven to eight (7-8) hours per day and elect to take the least expensive medical plan will receive full coverage for “employee only,” “employee and spouse,” or “employee and children” coverage with no out of pocket premium expense to the employee. Employees who elect to take a more expensive plan or full family coverage shall receive a contribution equal to the amount listed in the Summary of District Contribution.

7. Employees who work six (6) hours per day for the 2022-23 school year or five to six point nine nine (5-6.99) hours per day beginning July 1, 2023 and elect to take the least expensive plan will receive full coverage for the “employee only” with no out of pocket premium expense. Employees who elect to take a more expensive plan or “employee and spouse” or “employee and children” or full family coverage shall receive a contribution equal to the amount listed in the Summary of District Contribution.

8. Employees who work four to four point nine nine (4-4.99) hours per day shall receive a district contribution toward insurance as per the Summary of District Contribution.

9. Employees who work less than four (4) hours per day will receive:
 - a. A \$525 Medical Spending Account (MSA) based on IRS eligibility list (expanded list of items for reimbursement from American Fidelity Assurance), and
 - b. Beginning July 1, 2023, a one thousand dollar (\$1,000) taxable stipend paid in the form of a cash payment as part of employee’s paycheck.
 - (1) No medical claims need to be filed to get the stipend.
 - (2) The stipend will be paid in equal payments over the same number of salary payments, with a small withholding to cover payroll costs including FICA, worker’s compensation

and unemployment taxes. If employee leaves employment before the end of the year, employee forfeits any remaining payments.

- (3) Because the stipend is taxable wages, any employee who is PERS eligible will have six percent (6%) deducted for PERS. This will increase their PERS wages for the year and the employee may be able to withdraw these funds, subject to statutes relating to PERS account withdrawal.
10. If an employee elects not to use part or all of the available District contribution by not enrolling in any of the designated OEBC medical, dental and/or vision insurance plans or by enrolling only in selected plans costing less than the maximum available District contribution, the remaining unspent dollars are not available to the employee as income or to purchase any other benefits, but remain with the District.
11. In all cases, the insurance allowance will be paid to the insurance provider and not paid to the employee.
12. If an employee is terminated or retires prior to completing the entire contract year, the District's contribution shall cease as of the last day of the month the employee is employed.
13. If an employee terminates their employment with the District after completing the entire contract year for that position, the employee's insurance benefit shall continue through September 30 of that year.
14. With the approval of the applicable insurance providers, employees retiring from the District with five (5) years or more service may continue in the District medical insurance program by pre-payment of premiums (for employee or employee and spouse) to the District by the last business day of the month after retirement and every month thereafter until the retiree or spouse is eligible for Medicare.
15. If an employee's hours are voluntarily reduced after the open enrollment period closes, the benefit level will remain the same until the first day of the second month following the date of change. (Example: For hours reduced on January 17, the benefit level change would be effective March 1). A person with a reduction of hours between school years is not eligible for this provision.
16. If an employee's hours are involuntarily reduced after the open enrollment period closes, the benefit level will remain the same for the remainder of the employee's contract year.
17. Any employees working above their contracted hours for a period of more than one-half (1/2) of two (2) consecutive pay periods shall be reimbursed the monetary difference between the low and higher insurance contribution levels for each month in the pay period following the first month of occurrence.

- a. Because this amount is taxable wages, District payroll costs will be deducted from that amount as well as six percent (6%) of the amount for PERS for any employee who is PERS eligible.
- b. The employee must indicate on their time sheet that they have worked over their daily contracted hours.
- c. To receive this benefit, the employee must agree and sign a form that they are opting out of any additional insurance benefits offered by OEBC for the period that they worked over their assigned hours.
- d. The payment shall be computed as follows:

Example for employee whose assigned hours are 6 hours per day (2019-20)										
Pay Period 1					Pay Period 2					
	Mon	Tues	Wedn	Thus	Fri	Mon	Tues	Wedn	Thus	Fri
Day				1	2	2	3	4	5	6
Hours				7.00	7.00	6.00	6.00	6.00	6.00	6.00
Day	5	6	7	8	9	9	10	11	12	13
Hours	7.00	7.00	7.00	7.00	7.00	6.00	6.00	6.00	6.00	6.00
Day	12	13	14	15	16	16	17	18	19	20
Hours	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
Day	19	20	21	22	23	22	23	24	25	26
Hours	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
Day	26	27	28	29	30	29	30			
Hours	7.00	7.00	7.00	7.00	7.00	7.00	7.00			
						7.00	7.00			
(1) Total hours worked - Pay Period 1						154.00				
(2) Total assigned hours (6 hrs x 44 days)						132.00				
						22.00				
(4) Total hours worked - Pay Period 2						144.00				
(5) Total assigned hours (6 hrs x 44 days)						132.00				
						12.00				
Insurance Level at 7 hours						\$ 1,410.51				
Insurance Level at 6 hours						\$ 1,057.89				
Gross additional payment in April (for April and March) before payroll and PERS deductions						\$ 352.62 x 2				
						\$ 705.24				

ARTICLE 11: Mileage Allowance and Use of Personal Vehicles

1. Employees who use personal vehicles as part of the regular educational program or drive students to any school-related activity when requested to do so and when approved by the principal shall be reimbursed at the IRS-approved rate. However, the District will not reimburse for travel within a twenty-five (25) mile radius of Oregon City on duty days when an employee is not required to report to duty.
2. Approved travel outside the District within a two hundred (200) mile radius of Oregon City shall be reimbursed at the IRS-approved rate.
3. Approved travel beyond the two hundred (200) mile radius will be reimbursed in the amount of round-trip fare on public conveyance.
4. Employees transporting students or using their personal vehicle for other school business must show proof of a valid Oregon Driver's License and in-force auto insurance as required by District Policy prior to providing transportation. Employees will not be required to use a personal vehicle to transport students.

ARTICLE 12: Leaves

1. Sick Leave

- a. Employees in the bargaining unit who are absent because of personal illness shall receive compensation during such absence in accordance with Oregon law.
 - (1) Accumulated sick leave may be used annually for illnesses of legal spouse/domestic/same-gender partner (hereinafter as "couple"), couple's legal child, couple's parent/parent-in-law, couple's grandparent/grandchild, or any individual with whom the employee has or had an *in loco parentis* relationship.
 - (2) Accumulated sick leave may also be used to cover an employee's absence for family medical leave that qualifies under the Oregon Family Leave Act (OFLA) and Family Medical Leave Act (FMLA).
- b. The District shall allow each employee in the bargaining unit at least ten (10) days sick leave at full pay for each school year, or one (1) day per month employed for each month in which an employee is scheduled to work ten (10) or more days, whichever is greater.
- c. When an employee will be absent from work, that employee shall notify the supervisor. If the absence will be for consecutive days, the supervisor shall be notified of the probable date of return.
- d. For sick leave in excess of five (5) consecutive workdays, the District may require the employee to provide certification from the employee's attending physician or practitioner that illness or injury prevented the employee from working. The District shall request this certification prior to the employees return to duty.
- e. For purposes of determining retirement benefits, sick leave not taken will accumulate without limit until retirement.
- f. Employees transferring to or from another public entity will be allowed to transfer up to seventy-five (75) days of unused sick leave. After thirty (30) days employment in the District, the employee may use all of the transferred sick leave.
- g. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statements shall be subject to disciplinary action by the District.
- h. An employee whose term of illness extends through June 30 of any given fiscal year shall not be credited for additional sick leave hours in the new fiscal year until that employee has returned to work.

- i. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except unused days which will be transferred upon request to other school districts or reported to PERS as allowed by law.
- j. When an employee is absent due to illness or injury, compensable under Workers' Compensation benefits law, the District's obligation to pay under this sick leave article is limited to the difference between the payment received from Workers' Compensation and the employee's regular salary. In such instances, prorated charges will be made against accrued sick leave.
- k. The District premium allowances provided in Article 10: Insurance, will continue to be paid per employee on Workers' Compensation up to six (6) months after the employee exhausts their sick leave.
- l. Subject to the terms of Article 20: Seniority/Layoff and Recall, an employee who is released for return to duty by the attending physician after being on a compensated Workers' Compensation claim, shall be reinstated to the classification held at the time of injury.

2. Bereavement Leave

- a. Bereavement leave with full pay shall be allowed up to five (5) days for each death in the immediate family (as defined in Article 1) during any school year. This leave shall run concurrently with any bereavement leave (up to ten (10) days) taken in accordance with OFLA. Other leaves, including vacation days, personal leave or sick leave may also be available.
- b. One workday per year of bereavement leave will be granted in the event of the death of a non-family member or close friend(s). This workday will be equal to the number of hours normally assigned to the employee. This leave may be granted in increments of no less than one (1) hour and may be used as needed until the equivalent time has been exhausted. The Human Resources Director may grant additional leave for required travel or additional occurrences. Additional leave may be paid, unpaid, or flexed.
- c. The District retains the right to require the employee to supply documentation of time required for bereavement-related activities.

3. Personal Time Off

- a. Three (3) per year of non-accumulative personal time off shall be granted per school year.

- b. Personal time off shall not be used for a second business or occupation, shall not be grouped together or attached to the school year break periods (winter and spring) to extend time off, unless otherwise agreed to by the employee and supervisor.
- c. Notification of use for personal time off shall be made at least 24 hours before taking such leave (except in cases of emergency).
- d. Personal time off shall be charged in not less than four (4) hour increments when it is necessary to employ a substitute for an employee on such leave.

4. Extended Leave

- a. Leave for an on-the-job injury shall be allowed for the total time the employee is unable to perform the duties of the District.
- b. Such leave shall be without compensation, but covered by the District's Worker's Compensation Insurance Coverage, if applicable.
- c. An employee on extended leave shall, at the end of such leave, be returned to that employee's same position in the District prior to the leave or the first available similar position for which the employee is qualified.
- d. If physical limitations exist, the District will attempt to find a position in the District for the affected employee where the physical limitation is of no consequence, in accordance with ORS Chapter 656.

5. Professional Meeting Leave

- a. Classified employees may be allowed to attend professional meetings that are designed to improve their knowledge and work performance as related to their employment with the District. All requests for such meetings, with a copy of the program, must be filed with the Director of Human Resources at least three (3) weeks prior to the conference. The attendance at the conference must have the recommendation of the supervisor and the approval of the Director of Human Resources.
- b. Reimbursement for expenses to authorized meetings is allowed as follows:
 - (1) Actual expenses of registration fees, meals (the amount provided to the teaching staff), lodging, and travel will be paid by the District as reported on forms furnished by the Business Office.
 - (2) Travel by personal vehicle to meetings within a radius of two hundred (200) miles of Oregon City will be paid at the IRS-approved rate. Travel by personal vehicle beyond a two hundred (200) mile radius may be reimbursed in the amount of a round-trip

fare on public conveyance or the District will pay mileage on one (1) vehicle for each four (4) delegates attending the conference.

- (3) Employees attending approved professional meetings will suffer no loss of regular workday pay but shall not be compensated for any extra hours unless those hours are required.

6. Leave Without Pay

- a. An employee may be allowed leave without pay for the duration of not more than twelve (12) months upon recommendation of the supervisor and approval of the Superintendent. A leave extension may be approved by the Superintendent.
- b. Group insurance programs the employee participated in prior to leave without pay may be continued by the employee (not to exceed twelve [12] months), who shall pay the premium to the District Payroll Department, in advance, before the 20th of each month preceding the month to be covered. Failure to make premium payments on time will cause insurance to lapse.
- c. Employees on unpaid leaves of absence are required to notify the Superintendent of their intention to return to work at least twenty (20) days prior to the end of the leave. An employee on leave without pay shall, at the end of such leave, be eligible for reassignment to a position within the District, if a vacancy exists for which the employee is qualified. The employee's position on the salary schedule will be determined by the assignment. All benefits to which an employee was entitled at the time leave commenced, including unused sick leave, will be retained upon return to employment by the District. Increases in compensation that went into effect during the time the employee was on leave without pay shall be applied to the employee's compensation upon returning from leave.
- d. Unpaid medical/pregnancy leaves of absence for up to four (4) months will be granted with guaranteed return to the same position unless the reduction in force provisions of Article 23 have resulted in a layoff. A physician's release will be required prior to the employee's return to work. An extension of this leave may be granted through written request to the Director of Human Resources. This medical leave will be granted to the employee upon certification from the employee's attending physician or practitioner that illness or injury prevents the employee from working. In addition to personal illness, the leave will be granted for illness in the employee's immediate family as defined in OFLA and FMLA.
- e. Unpaid leave of up to four (4) months may be granted to any employee for the purpose of adoption of a child.

7. Court Appearances/Jury Duty

- a. When employees appear in court proceedings on their own behalf, they shall be granted such leave without pay. If employees are called for jury duty or are subpoenaed as a witness in a court case in which they personally are not involved, they will be entitled to reimbursement by the District at the straight-time hourly rate of their regular job for the hours of work necessarily lost as a result of court appearance on duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement. The basis to determine compensation shall be the employee's daily regular assigned hours.
- b. Day-shift employees will be required to report for work if their court appearance ends in time to permit at least two (2) hours of work in the balance of their regular shift. If employees are dismissed by the court with at least two (2) hours on their working shifts, they shall report to work or lose the time. Other shift employees may report but will not be required to report for work on any day they have performed court duty for more than one-half (1/2) of the employee's workday provided such absence shall be without pay.
- c. Hours paid for court appearances will be counted as hours worked for the purpose of computing leave benefits and insurance contributions. Any combination of court and work time will not exceed the employee's normal workday (with the exception that court hours could exceed regular work hours).

8. Benefit for Public Employees on Temporary Active Duty

- a. The District shall honor ORS 408.290 when employees take leave to participate in qualifying active duty trainings and for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any component of the Armed Forces of the United States or of the United States Public Health Service
- b. Any officer or employee of the state, or of any county, municipality or other subdivision of the state, is entitled, upon application therefore, to a leave of absence from duties for a period not exceeding fifteen (15) days in any one (1) training year, without loss of time, pay or regular leave and without impairment of efficiency rating or other rights or benefits to which the officer or employee is entitled.

9. Political Leave

- a. Any employee elected or appointed can request to take unpaid political leave for the entire term of office.
- b. An employee can request leave for less than the full term of office under this article.
- c. Reinstatement rights upon expiration of the term of office/leave shall be as in Article 3: Union Rights and Responsibilities, Paragraph 11 of this Agreement.

10. Domestic Violence, Sexual Assault or Stalking Victim Leave

- a. An employee is allowed to use accumulated leave or leave without pay if the employee or their dependent (including their adopted child, foster child or stepchild) is the victim of domestic violence, harassment, sexual assault or stalking as defined by ORS 659A.270.
- b. Pursuant to ORS 659A.283, eligible employees may take up to one hundred and sixty (160) hours of leave with pay each calendar year.
- c. This leave with pay is in addition to any vacation, sick, personal or other forms of paid or unpaid leave available to the eligible employee. However, an eligible employee must exhaust all other forms of paid leave before the employee may use the one hundred and sixty (160) hours of paid leave.
- d. If certification is requested, the employee shall provide it to the employer within a reasonable amount of time.

11. Hardship Leave Donation

- a. When a bargaining unit member has used all available paid leave days and needs donated personal days due to their critical illness or injury, the following procedure will be implemented:
 - (1) The bargaining unit member will notify the Union Chapter President of their need for paid leave due to critical illness or injury
 - (2) The Union will notify the Director of Human Resources (or designee) of the request.
 - (3) Payroll will confirm and notify the Union Chapter President that requesting employee has no available paid leave days.
 - (4) The Union will solicit donations from the bargaining unit.
 - (5) Payroll will process the days as instructed by the District after receiving the information from the Union Chapter President, or designee.
- b. This program will not begin until initiated by the bargaining unit member and will not interfere with member's extended sick leave entitlement if the member chooses not to participate.

12. Guidelines for Leave Donations

- a. In consideration of the extenuating circumstances surrounding the present needs of said individual, donation of personal days from members will be approved with the following understandings, conditions, and limitations:
 - (1) All contributions of personal days are irrevocable.
 - (2) All contributions to the bank are voluntary. The District shall be defended and held harmless from any claim arising from honoring the “pooling” in this matter.
 - (3) Each Union member who volunteers to donate their personal day must sign a waiver indicating they are forfeiting their personal day for that school year.
 - (4) Union members from any building in the District may contribute to this bank.
 - (5) The District is not responsible for any personal tax liability that may be incurred by the donating employee or said member should any liability arise.
- b. Donations may only be made in full day increments.

13. Information about Leaves

- a. Oregon City School District will post on the website and in building staff rooms information regarding leave provisions under the law.
- b. Employees may contact the Human Resources office for information regarding paid and unpaid leave options, which include FMLA, OFLA, Worker’s Compensation, Military Leave, Domestic Violence, Sexual Assault or Stalking Victim Leave, as well as short-term and long-term disability benefits and Employee Assistance Plan (EAP) benefits.
- c. Once leave has extended into consecutive days, the Human Resources department will notify the employee of the availability of a conference, in person or electronically, regarding leave options.

ARTICLE 13: Inclement Weather and Emergency School Closures

1. In inclement weather or other emergencies which require that schools be closed, bargaining unit members, unless identified as essential personnel, will not be expected to report to work and will not be charged against other paid leaves nor will pay be docked. However, the school calendar may be adjusted to make up the days lost without additional compensation.
 - a. Essential personnel will be identified and notified at the beginning of their contracted year.
 - (1) A list of all Essential Personnel shall be provided to the Union Chapter President no later than September 1.
 - (2) The District will provide notice of any changes to this list within ten (10) days of the change.
 - b. Essential personnel that report during a closure will be paid for a minimum of two (2) hours at time and one-half or at time and one-half for all hours worked whichever is greater.
 - c. Essential personnel may include: custodial, maintenance and grounds staff members, bus mechanics and bus service person, and administration office staff and head secretaries. If identified essential staff are unable to report to work, they are to contact their supervisors as soon as possible.
 - d. Essential personnel that report during a closure will not be expected to work any additional days due to closure.
2. Should the District decide to close a school(s) too late to notify affected employees (less than an hour prior to an employee's start of the workday), or after the employee(s) have reported to work, the affected employee(s) shall receive a minimum of two (2) hours of pay for that workday in addition to their normal rate of pay for the workday.
3. Extended closures shall be handled in a manner consistent with this article.

ARTICLE 14: Overtime/Compensatory Time/Flex Time

1. A full-time employee's workweek shall normally consist of forty (40) hours of work or paid leave/holiday/vacation within the workweek (12:00 a.m. Sunday through 11:59 p.m. Saturday).

2. Definitions

For definitions of Compensatory Time and Flex Time, refer to Article 1: Definitions.

3. District-Requested Overtime

- a. Employees may not work over forty (40) hours in any workweek without the advance, written approval of their supervising administrator. The administrator shall establish a process by which the employee can contact an administrator or supervisor during the shift to get authorization for additional hours in special circumstances.
- b. Time worked over forty (40) hours in any workweek will be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay.
- c. The District may require employees working overtime to take compensatory time off in lieu of receiving payment for time worked over forty (40) hours in any workweek. Compensatory time shall be awarded at a rate of one and one-half (1½) hours of compensatory time off for every hour worked above forty (40) hours in any workweek. However, if the employee is unable to secure the approval of his/her supervisor to take the compensatory time off within the following four (4) months, (or by the end of the fiscal year, whichever comes first,) the employee shall be paid for the value of the compensatory time.
- d. Arrangements to use compensatory time must be made with mutual consent of the employee and supervisor. Arrangements must be made in a written request to the immediate supervisor. Compensatory time must be taken in blocks of no less than one-quarter hour. All compensatory time must be used in the fiscal year in which it is earned.
- e. Employees and supervisors will keep records of all extra time worked and compensatory time taken.

4. Employee-Requested "Flex Time"

- a. Flex time is exchanged time. Employees may request supervisor approval to earn flex time at a ratio of one (1) hour for every one (1) hour off.
- b. Employees must accrue their work hour(s) before taking flex time off.

- c. Arrangements to use flex time must be made with mutual consent of the employee and supervisor.
- d. Employees denied a request to accrue or use flex time by their supervisor may appeal that denial to the Human Resources Director.
 - (1) To facilitate a timely decision (within the same week) the employee should email the Human Resources specialists assigned to assist classified staff, and
 - (2) The employee must identify the issue, building, and steps that have been taken, and
 - (3) The employee should copy the supervisor or building administration of the appeal.
- e. Flex time must be used within the payroll period in which it was accrued, unless otherwise mutually agreed between employee and supervisor. If flex time cannot be taken within that time period, hours will be paid out to employee at straight time during the next payroll period.
- f. Employees and supervisors will keep records of all extra time worked and flex time taken.

5. Employer-Requested "Flex Time"

- a. When an employee is required to report for work outside regularly assigned work hours, but within a forty (40) hour workweek, either supervisor or employee may request that employee use hours as flex time in lieu of additional compensation.
 - (1) If employee declines to use hours worked as flex time, employee shall receive pay at straight time, up to forty (40) hours in any workweek.
 - (2) If employee agrees to use hours as flex time, flex time must be used within the payroll period in which it was accrued, unless otherwise mutually agreed between employee and supervisor. If flex time cannot be taken within that time period, hours will be paid out to employee at straight time during the next payroll period.
- b. Employees and supervisors will keep records of all extra time worked and flex time taken.
- c. Every employee's paycheck stub shall show the running balances for sick leave and vacation.

ARTICLE 15: Lunch and Rest Periods

1. Each employee shall receive a fifteen (15) minute break during each four (4) hour period of consecutive work. Such break shall be as close as possible to the midpoint of the work period. Such breaks will be scheduled by the employee's immediate supervisor. Breaks will not be used for regular early departure or late arrival nor are they regarded as accumulative if not taken. Breaks may not be combined with or used to extend a meal period or shorten the workday, except as allowed by law.
2. Each employee working five (5) hours or more shall receive an uninterrupted, unpaid lunch period of at least one-half (1/2) hour. An employee on unpaid lunch period is free to leave the building during the duty-free period. Employees working six (6) hours or more may not use the lunch period to shorten the workday, except as allowed by law.

ARTICLE 16: Paid Vacation Allowance

1. All employees hired prior to July 1, 1993, will continue to receive paid vacation benefits as outlined in No. 2 through 4 below.

2. Less-Than-Eleven Month Employees

a. After one (1) full school year of employment, all employees who work less than eleven (11) months will receive one (1) week of paid vacation based on their normal workweek, this vacation normally to be taken during the spring vacation.

b. Should it be necessary to change the calendar because of inclement weather or other school closures, the vacation will be paid at the close of the school year on the June payday.

3. Less-Than-Twelve Month Employees

a. After one (1) full school year of employment, all eleven (11) month employees will receive one (1) week of paid vacation based on their normal workweek, this vacation normally to be taken during the spring vacation.

b. After three (3) years of employment, all eleven (11) month employees will receive paid Christmas vacation of five (5) days in addition to the three (3) paid holidays (December Eve, Christmas Day, and New Years Day).

c. Should it be necessary to change the calendar because of inclement weather or other school closures, the vacation will be paid at the close of the school year on the June payday.

4. Twelve Month Employees

All employees whose work assignment covers a twelve (12) month period are entitled to receive vacations with pay on the following basis:

a. After one (1) complete year of service in the District, ten (10) days paid vacation. See below for less than one year.

b. Each year thereafter through the fifth (5th) year, ten (10) days of vacation.

c. Each year thereafter through the ninth (9th) year, twelve (12) days of vacation.

d. Beginning with ten (10) years of service in the District, fifteen (15) days of vacation.

- e. After ten (10) years of service, each one (1) year of service with the District beginning with the eleventh (11th) year, one additional day of vacation shall be added to the employee's accrued rates to a maximum of twenty (20) days per year.

Years of Employment Completed	Vacation Earned
1 Year (12 months) - 5 Years	10 Days
6 - 9 Years	12 Days
10 Years	15 Days
11 Years	16 Days
12 Years	17 Days
13 Years	18 Days
14 Years	19 Days
15 Years	20 Days

- f. After three (3) years of employment, an employee may be granted one (1) week of vacation time during the period when school is in session. The District may limit the number of employees to be granted vacation at the same time district-wide.

5. First Year Vacation

- a. Vacation for all beginning, qualified employees (11-month work year) will be prorated on the basis of one-half (1/2) day of vacation earned for each month prior to June 30 of that contract year.
- b. This vacation time will be taken during the summer months immediately following the school year for twelve (12) month employees. Vacation time for less than twelve (12) month employees will be paid on the June payday.

6. Each year of employment as a less than twelve (12) month employee shall be counted as a year of service in calculating vacation allowance for an employee who later becomes a twelve (12) month employee.

7. Any employment with the District that began prior to February 1 of the first fiscal year of employment shall qualify as a "full school year of employment" or "year(s) of employment."

8. Vacation Roll Over, Schedule and Cash Out

- a. Beginning July 1, 2023, employees may rollover ten (10) days into the following year.
- b. Employees with existing vacation accrued prior to July 1, 2023, will be allowed to carry over all of their earned hours.

- c. Employees over that have more than ten (10) days to carry over must schedule the additional time by June 1 each year. Any balance over this amount may be assigned by the District for the employee to take or will be paid out.

ARTICLE 17: Paid Holidays

1. Paid holidays for employees in the bargaining unit shall be:
 - a. Labor Day
 - b. Veteran's Day
 - c. Thanksgiving Day and the day after
 - d. Christmas Eve
 - e. Christmas Day
 - f. New Year's Day
 - g. Martin Luther King Day
 - h. President's Day
 - i. Memorial Day
 - j. Juneteenth
 - k. Independence Day

Any employee that works through Juneteenth and/or Independence Day shall also be paid for those holidays.

2. If a holiday falls on a Saturday, the preceding Friday is considered a holiday. If a holiday falls on Sunday, the following Monday is considered a holiday.
3. Any new holiday that the District observes, by being closed, will be considered a holiday under the terms of this article.

ARTICLE 18: Physical Examination

1. If an employee is required to have a medical/physical examination by the District and/or state regulations:
 - a. Cost of examination will be paid by the District.
 - b. The District shall have the right to select the physician to perform the examination.
 - c. The District shall be responsible for providing either the employee or the examining physician with the forms to be completed by the physician.
 - d. The employee is to provide written release to the District-designated physician, allowing the release of medical information requested on the District-provided forms limited to the examination.
2. If the District requires an ODE return-to-work physical, the employee may choose to be reassigned to light work duty during the time that are awaiting the required physical, if any.

ARTICLE 19: Required Training

1. Employees attending training that is required by the District as a condition of continued employment in a specific job (e.g., Defensive Driving, CORE) will be compensated for hours spent in training at regular workday pay. (i.e., A driver at Range 13 in Step 3 will be compensated for required time training at Range 13, Step 3.) Compensation may be in the form of pay, flex time (for workweek under forty (40) hours) or compensatory time (for workweek over forty (40) hours), in conformance with wage and hour law, at the discretion of the District. See Article 14: Overtime / Compensatory Time / Flex Time.
2. At least once a year, the District will schedule a first aid course during regular work time for those employees required to hold a current first aid card.
3. Employees who are required to attend individually prescribed training in order to qualify for a promotion, assume new job responsibilities, maintain certification that is a requirement of a current position or remediate identified deficiencies in performance will suffer no loss of regular workday pay.
4. Whenever training, licensure, tests or coursework is required, the District will pay the cost of course/class registration and/or fees prior to the employee starting such class.
 - a. The employee must request approval and payment no later than ten (10) workdays in advance of the class by written request to their supervisor, with copies to the District Human Resources Director and Union Chapter President.
 - b. If a request is denied by the supervisor, employees may appeal the decision by requesting a review meeting with the Human Resources Director and Union Chapter President or designee(s).

ARTICLE 20: Seniority / Layoff and Recall

1. Seniority

- a. Seniority shall be defined as the total length of uninterrupted service as a classified employee within the District since the most recent date of hire (first workday). For accounting purposes, unpaid leave shall not terminate accumulated seniority.
- b. Unpaid leave (which is not protected by OFLA, FMLA or other law) of greater than ninety (90) calendar days shall be used to break ties when seniority dates are the same.
- c. Employees who are laid off and, subsequently reinstated, shall retain cumulative seniority for all periods worked, except for the period of layoff.

2. Lost Hours

- a. If a building or program has lost hours, cuts will be made based on the needs of the building or program while taking into account the seniority, knowledge, skills, experience and availability of the employees affected.
- b. When hours are restored, they will go back by seniority to the employee(s) who lost hours, unless the new hours are connected with state/federal funding.
- c. If a problem occurs, the principal will initiate a meeting with employee(s) involved, with a designated union representative, to work out a solution first. If no solution can be found, the principal's decision should prevail.
- d. The twenty-seven (27) month recall time limit would remain in effect as it is under normal reduction in force conditions.

3. Reduction In Force

- a. For purposes of this Article, a "reduction in force" shall apply to all layoffs, elimination of a position, or a change in an employee's hours of more than fifteen percent (15%).
- b. If the District determines that a reduction in force is necessary, all such actions taken shall be in accordance with Oregon law and this article.
- c. When the District determines that a reduction in force is necessary, the District shall immediately:
 - (1) Notify, in writing, the employee(s) involved and the Union. The notice shall include the specific position(s) to be affected, the proposed time schedule and the reasons

for the proposed action, assuming this information is available when the notice is given or as soon as possible thereafter.

(2) Consult with the Union Chapter President as soon as possible before the contemplated layoff.

(3) Provide the Union with a current seniority list.

d. Employees to be laid off shall receive written notice not later than four (4) weeks prior to layoff.

e. Employees who are on leave of absence shall be subject to the same criteria as all other employees for the purposes of reduction in force.

4. Layoffs

a. Employees slated for layoff shall be identified within a specific position in which a reduction is to be made in inverse order of seniority (least senior laid off first) as defined in paragraph 1. of this article unless retention of special job skills is required by the operating requirements of the District.

(1) The burden of proof shall rest with the District to show that the employee being retained shall have more competence or merit than any other employee with more seniority.

(2) The District shall consider the performance of job duties, responsibilities and skills as indicated in the employee's personnel file.

b. The identified employee who has greater seniority than another employee in the same classification, holding the same or a lower ranged job title, will be placed by the District in that position.

c. The District will place the employee in the closest comparable position, including salary range, daily work hours and contract days, unless retention of special job interpersonal skills is required by the operating requirements of the District.

d. No permanent employee will be laid off within a specific job title until all temporary employees or employees working back while retired from PERS in that job title are laid off.

e. Employees who are laid off may not bump into a position on a higher range on the salary schedule.

- f. For any employee who is assigned to a position lower on the salary schedule, the employee's rate of pay shall remain the same until such time as the lower salary range of the new position exceeds the employee's previous rate of pay. During this time, the employee shall not receive cost of living adjustments or step increases. Employee shall be placed on the salary range of the new position at the step that is closest to the previous rate of pay without decreasing the rate of pay.
- g. Any employee to be laid off shall be allowed to retreat to any position previously held, provided the employee is qualified for the position and has greater seniority.

5. Recall

- a. Employees shall be recalled from the layoff list in inverse order of layoff within position first and then within classification (last laid off, first recalled).
 - (1) When a position opens in any job classification the employee has previously held and for which the employee remains qualified, employees will be recalled by seniority.
 - (2) Employees who have retreated to previously held positions shall be recalled in the same manner as if they had not retreated.
- b. When vacancies become available in positions into which no individual on layoff can be recalled under provisions above, employees on layoff shall be given first consideration for the vacant position, based on seniority and job skills required.
- c. Employees shall remain on the recall list for a period of twenty-seven (27) months.
 - (1) If not recalled by the end of that period, they shall be considered terminated in good standing and shall have no further right to recall.
 - (2) A refusal of recall shall constitute voluntary termination and such employee shall lose any further right to recall unless the employee is temporarily incapacitated by illness or injury.
 - (3) A period of ten (10) workdays shall be allowed for time to return to work in the event the employee has taken temporary employment elsewhere and must give notice to that employer.
- d. The District will attempt, by certified mail to the last known address, to recall laid off employees as provided above before filling vacancies with employees new to the District.
 - (1) Employees on layoff status are to notify the District Human Resources Department of any change in their address during the layoff period.

- (2) Employees shall have ten (10) working days from the date of delivery of the certified mail to respond or be terminated in good standing with no further right to recall.
- e. An employee will not lose the right to recall if they reject an offer of employment that provides less than 80 percent (80%) of the compensation they received prior to layoff.
- (1) However, hours of employment are subject to change at any time pursuant to District discretion.
 - (2) A refusal of recall that meets the 80 percent (80%) test shall constitute voluntary termination and such employee shall lose any further right to recall unless the employee is temporarily incapacitated by illness or injury.
 - (3) Employees who are laid off and who are subsequently reinstated within twenty-seven (27) months shall retain their full seniority as earned prior to layoff.

ARTICLE 21: Job Posting

1. The Union Chapter President will receive copy of the electronic notice sent to the hiring manager confirming the posting of all job openings for classified employees in the District.
2. All employees in the bargaining unit will be given access to receive electronic notification of all job postings.
3. There will be a minimum five (5) full business day job posting period. The posting period may be changed in extenuating circumstances with the agreement of the District and Union Chapter President.
4. All job postings shall clearly state, as a minimum, job title and classification, job duties and qualifications, salary range, number of daily work hours and contract days.
5. All summer job openings will be handled in the same manner as above.

ARTICLE 22: Job Application

1. Bargaining unit members may apply for any new or open position.
2. Qualified current regular employees shall be given first consideration for all open positions.
 - a. Employees in a probationary period will not be given first consideration for an open position when qualified regular employees have applied.
 - b. At least three (3) qualified in-district applicants are required to be interviewed for each posted, classified position.
 - c. During the month of August, the employee must be available for interview, as designated and documented by the hiring supervisor.
3. If two (2) or more regular employee applicants are equally qualified, first consideration shall be given on the basis of current job classification and seniority.
4. Employees applying for an open position will apply online. Employee will receive confirmation that the application was received through an automated email.
5. The District shall, within ten (10) workdays of filling the posted position, notify the applicants in writing that the position has been filled.
 - a. A request can be made of the administrator or supervisor as to the reasons for the applicant not being selected for the posted position.
 - b. Alternatively, an employee who was interviewed may request and shall receive in writing an explanation of the reasons they were not selected.

ARTICLE 23: Personnel Records

1. The personnel records of all employees in the bargaining unit shall be maintained in the District's Human Resources Department.
 - a. Such personnel records shall not contain any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material, or a statement by the employee or a witness that the employee has been shown the material and has refused to sign or initial such material.
 - b. An employee shall have the right to attach a written statement of explanation to any material which the employee believes to be incorrect or derogatory.
2. Each supervisor may maintain an unofficial working file to assist in supervisory responsibilities. The employee will be allowed to view the supervisor's working file upon request.
3. The District shall designate a supervisor to evaluate employees on an annual basis. Where employees receive day-to-day direction from non-supervisors, input from the non-supervisor may be considered by the supervisor.
4. Records of Disciplinary Action
 - a. Letters of caution, consultation, warning, admonishment, and reprimand may be removed and destroyed after three (3) years from the date they have been placed in the employee's personnel file upon request by employee and approval of the Superintendent.
 - b. Material relating to disciplinary action recommended, but not taken, or disciplinary action which has been overturned and ordered removed from the official personnel file(s) on final appeal, shall be removed from the official personnel file.
5. Employee Access
 - a. Employees' personnel records shall be available for inspection upon their request.
 - b. Employees may, upon request, receive a copy of everything in their personnel records and working files, except pre-employment references.
 - c. The District must also, when requested, furnish employees a certified copy of the employee's personnel file up to and including sixty (60) days following separation from the District. The District may, at its option, charge for the actual cost of material and labor for providing those records.

ARTICLE 24: Disciplinary Action

1. Disciplinary Meeting

- a. Discipline will not be allowed until the employee has requested or been informed and declined a Union representative in any meeting with an administrator or non-bargaining unit supervisor that the employee reasonably believes may lead to disciplinary actions.
- b. At that time the employee will be informed of the charges and given an opportunity to respond.
- c. No member shall be suspended without pay, reduced in salary, or reprimanded until an investigation confirms the charges.
- d. Verbal counseling, documentation of verbal counseling, coaching, performance coaching, written plans for improvement, work directives, statements of job, or performance expectations, and performance evaluations are not considered disciplinary and are not subject to any of the provisions of this Article or Article 29: Grievance Procedure.

2. Inappropriate Behavior

- a. With the exception of misconduct, employees will receive an oral warning prior to disciplinary action.
- b. Oral warnings, corrections, and criticism will be given in private and confidentiality will be respected, except in situations involving student or staff safety.

3. Performance Deficiencies

- a. If, in the opinion of the District, an employee is not satisfactorily fulfilling the job responsibilities, the employee shall be given a warning of the unsatisfactory performance and reasonable opportunity to improve prior to dismissal or other disciplinary action.
- b. The warning shall indicate where job deficiencies exist and the action that the employee needs to take, as well as any assistance that may be provided to allow the employee to improve performance to a satisfactory level for each cited deficiency.
- c. The period of time for improvement shall be specified in writing and, at the end of that period, the employee will be evaluated again.
- d. If performance is still unsatisfactory, the employee may be dismissed or another remediation process initiated. This provision shall not apply to employees while in their probationary period.

4. Misconduct

- a. In the event of alleged insubordination (refusal to comply with a supervisor's directive that makes a demand for legal action); serious or repeated harassing behavior; criminal conduct; reporting for work under the influence of an intoxicating liquor, controlled or illegal substance; or the use, possession or distribution by the employee on District premises, property, or during work time, of an intoxicating liquor, controlled, or illegal substance; or similar incidents of misconduct, the employee may be suspended immediately, with pay, from employment until such charges are investigated and a decision is made to continue or terminate employment.
 - (1) If the investigation confirms the misconduct and the decision is made to dismiss, the termination date will be the date of the meeting where the decision is shared with the employee.
 - (2) If the investigation does not confirm the misconduct or dismissal is not decided upon by the administration, the employee will be immediately reinstated without loss of pay or other benefits.
- b. Investigation and decision concerning charges against the suspended employee will normally not exceed ten (10) workdays from the time of suspension, unless an extension is mutually agreed upon by the District and the Union.

5. Procedural Due Process

- a. An employee who has been suspended, demoted or dismissed will have the right to respond to the disciplinary action through the submission of a grievance.
- b. Employees filing a grievance over their written warning, suspension, demotion or dismissal must do so within twenty (20) workdays. Once the grievance is filed, it shall follow the process set for in Article 29: Grievance Procedure, Paragraph 3 (Formal Step).
- c. When a recommendation for dismissal has been made an employee may request a hearing with the Superintendent or designee, at which time the employee may respond to charges, with the assistance of a designated union representative or counsel, if desired.
- d. Upon written request within fifteen (15) calendar days of notice of termination or demotion, an employee shall have the right to a post-termination hearing to be held in closed or open session as provided by ORS 332.544, at which time the employee may be represented by counsel.

ARTICLE 25: Union Dues

1. The District agrees to deduct from the wages of each Union member the dues of the Union. Authorization shall be in writing by each employee on the form provided by the Union.
2. The District further agrees to continue to honor dues deduction authorization executed by the employee in favor of the Union.
3. The District agrees to transmit the dues deducted from all classified employees with a check-off list and the amount of dues to the state office of OSEA by the 15th of the month following payroll deduction.
4. Authorizations for payroll deduction under this Article shall remain valid until revoked by the employee through the Union. The District shall be notified by the Union when this occurs.

Note: New District employees may choose to join Oregon City OSEA immediately, upon employment.

ARTICLE 26: Existing Conditions

1. The parties acknowledge that during the negotiation which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. This agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all the rights and obligations of the parties.
2. All prior agreements, conditions, practices, customs, usages, and obligations may be changed by the District, except that a change in mandatory subject not addressed in this Agreement may be made only after notice to the Union, and upon a demand to bargain by the Union, in compliance with the provisions of ORS 243.698.

ARTICLE 27: Contracting Out

1. The District will give the Union advanced notice of any item placed on the Board agenda regarding directing a study of possible contracting out. Any study shall be a minimum of thirty (30) days.
2. Prior to contracting out any work presently being accomplished by the employees in the bargaining unit where their jobs and their livelihood are involved, in addition to any requirements set by state law, the District agrees to meet with the legal representative of the Union or other Union representative, review such proposed contracting out and allow such representative full opportunity to comment. Under the requirements of state law, if the District decides to take steps to contract out work done exclusively by bargaining unit members, the District will notify the Union and the Union Chapter President in writing of the proposed action.
3. Within fourteen (14) days of receipt of the written proposed action, the Union may demand to bargain over the decision and the impact of contracting out. The ninety (90) day expedited bargaining process described in ORS 243.698 shall be used by the parties to bargain over contracting out. If, after ninety (90) days of expedited bargaining, the parties fail to agree on this matter, they may, upon mutual agreement, move the matter to arbitration, or the District may implement its proposal and/or the Union may strike.
4. In the event of contracting out, present employees will be given first consideration for all positions.

ARTICLE 28: Funding

1. The parties recognize the revenue needed to fund the compensation provided by this agreement must be established by budget procedures, by sources of revenue and by funding from the State.
2. All compensation and economic benefits are therefore contingent upon sources of revenue.
3. The District and the Union agree to meet, problem-solve and negotiate to determine methods and means for the loss of revenue.
 - a. If the proposed budget or unavailability of budgeted resources requires curtailment of the negotiated compensation or benefits, then the following provisions may be modified:
 - (1) Salary
 - (2) Insurance
 - (3) Tuition Reimbursement
 - (4) Paid Leaves
 - b. In addition, either side may include for renegotiation up to four (4) other articles by Union or District choice.
 - c. The District will consider input from the Union prior to making any monetary or staffing reductions which affect bargaining unit members.
4. Negotiations regarding funding and revenue shall be in accordance with ORS 243.698. If, after ninety (90) days of expedited bargaining, the parties fail to agree on this matter, the District may implement its proposal and/or the Union may strike.

ARTICLE 29: Grievance Procedure

1. Definitions

- a. Grievance: an alleged violation of the terms of this agreement.
- b. Grievant: the Union, bargaining unit member or group of unit members making the claim.
- c. Parties directly involved: refers to the grievant, the administrator who made the decision or took the action that is being grieved, and any administrator who has given a decision in the grievance procedure.
- d. Days: refers to work days the District Office is open for business.
- e. Representative: a designated Union representative who shall accompany and advise the grievant or assist them during meetings with management.

2. Time Limit for Filing

The grievance process must be initiated as described below within twenty (20) workdays of the time when the grievant knew or should have reasonably known of the alleged violation.

3. Process

- a. The parties will strive to resolve grievances at the lowest possible level.
- b. Informal Step:
 - (1) The grievance will first be discussed with the immediate supervisor.
 - (2) The grievant will describe the alleged violation of the Agreement, identify the term(s) of the agreement that have allegedly been violated and the relief or remedy that will resolve the issue.
 - (3) A Union representative can be present in addition to the employee for the purpose of assuring that any adjustment to the grievance is consistent with the terms of the agreement.
 - (4) Every effort will be made by all parties to resolve the issue in the Informal Step. If no mutually agreed upon resolution is reached within ten (10) days of the informal meeting, the grievance may be moved to the next step.
- c. Formal Step:

- (1) If the grievance is not resolved as a result of the Informal Step discussion with the immediate supervisor, a formal written grievance must be presented to the Director of Human Resources (or designee) within ten (10) days of the Informal Step meeting.
- (2) The written grievance will set forth the terms of the Agreement that have allegedly been violated, remedy that is being sought, and the reason why the Informal Step conversation is being rejected as a means to resolve the dispute.
- (3) The Director of Human Resources (or designee) shall meet with the grievant and designated Union representative to discuss the alleged violation within ten (10) days of receipt of the written grievance, unless mutually agreed otherwise.
- (4) The Director of Human Resources (or designee) will provide a written decision to the grievant and Union within ten (10) days of the Formal Step meeting.

d. Superintendent or Designee Review:

- (1) If the grievance is not satisfied with the Formal Step decision, then the grievance may move, by mutual agreement of the parties, to be reviewed by the Superintendent or designee.
- (2) The Superintendent or designee will meet with the grievant designated Union representative and Human Resources Director (or designee), together or separately, within ten (10) days of agreement in order to gather additional facts.
- (3) Superintendent or designee will provide a written decision to the grievant within ten (10) days of meeting.

e. Arbitration:

- (1) If the grievant is not satisfied with the Formal Step and/or Superintendent or designee's decision, the Union may submit the matter to arbitration.
- (2) The Union must notify the District in writing of its desire to arbitrate within ten (10) days of receipt of the Formal Step and/or Superintendent or designee's decision.
- (3) The parties (or their representatives) shall attempt to mutually select an arbitrator. If they are unable, the parties will request a list of arbitrators from the Employment Relations Board. The parties will attempt to select a name from the provided list. If they are unable, the parties will alternately strike names from the list until one (1) name remains. The parties shall flip a coin to decide who will strike first.
- (4) In the conduct of the hearing, the parties shall be bound by the rules of the American Arbitration Association. The arbitrator shall also be bound by the rules of the

American Arbitration Association in conducting the hearing and rendering their decision, provided that he/she will not have the power or authority to amend, modify, alter, add to or subtract from this agreement.

- (5) The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted.
 - (6) A lawful decision of the arbitrator within their authority shall be binding upon the parties.
 - (7) The arbitrator's fee shall be borne equally by the parties.
- 4. A settlement of any grievance under the grievance procedure above will be final and binding on the District, Union, and the employee(s) involved.
 - 5. The time period specified in the article may be extended or modified by written mutual consent.

ARTICLE 30: Tuition Reimbursement

1. The District will reimburse for tuition not to exceed the Portland State University tuition rate for fifteen (15) quarter hours per year maximum.
 - a. All coursework must be related to work in the district and approved in advance by the Director of Human Resources (or designee).
 - b. The District will not pay for classes that are paid by other sources, such as scholarships or governmental grants, or for any classes attended during the employee's regular workday.
 - c. Payment will be made after the employee provides evidence of successful completion of the course. The employee must receive a grade equivalent of a "C" or better in all graded undergraduate courses or a "B" or better in all graded graduate level courses. The employee must receive a "P" in the grading of all pass or fail classes.
 - d. If any employee resigns, the employee will reimburse the District for any class taken at the District's expense during the previous month employed.
 - e. The deadline for filing for reimbursement is as follows:
 - (1) Summer Quarter - October 31
 - (2) Fall Quarter - February 1
 - (3) Winter Quarter - April 30
 - (4) Spring Quarter - June 30
2. Tuition Allowance
 - a. For .5 FTE - 1.0 FTE employees (twenty (20) hours to forty (40) hours per week) tuition will be paid in full up to fifteen (15) quarter hours. This is not to exceed the Portland State University tuition rate.
 - b. For less than 0.50 FTE employees (less than twenty (20) hours per week) tuition will be paid in full up to seven and one-half (7.5) quarter hours. This is not to exceed the Portland State University tuition rate.
3. Prepayment of Tuition
 - a. Upon request of the employee and completion of the appropriate forms, a check will be made payable to the employee for prepayment of tuition. Fourteen (14) days' notice shall be required.

- b. Tuition for classes taken during the summer will not be prepaid. Tuition reimbursement will be made upon application at the beginning of the following school year after demonstrating successful completion of the class.
- c. If, after receiving prepayment of tuition, the employee is unable to provide evidence of successful completion of the course as stipulated in 1.e., reimbursement to the District will be in the form of a payroll deduction at the next pay period.

4. Staff Development

- a. The District and the Union shall continue to work together each year to plan and execute staff development opportunities for all classified employees.
 - b. Such activities may be held on days designated as in-service or make-up days.
 - c. This shall be accomplished by a committee represented by Union and District designees. It shall be left to the discretion of the OSEA leadership to select the classified representatives to this committee.
5. The District will also reimburse any classified employee who acquires a license, tests for a certification, or for course work that is related to work in the District and approved in advance by the Director of Human Resources (or designee).

ARTICLE 31: Job Description

1. Parties agree that all job descriptions within the bargaining unit for any position that is currently filled or posted for hire should be relevant and up-to-date to ensure the hiring and retention of qualified employees. Likewise, all positions should be appropriately placed on the salary schedule to ensure an equitable and competitive wage.
 - a. By December 31, 2024, all active job descriptions shall be reviewed, and updated as necessary, as provided in Paragraph 3 below.
 - b. Each year all active job descriptions within a job group shall be reviewed, and updated as necessary, once every five (5) years on the following rotation (See Appendix B):
 - (1) Custodial and Maintenance,
 - (2) Transportation,
 - (3) Clerical,
 - (4) Nutrition Services, and
 - (5) Other.
 - c. Updated job descriptions shall be placed on the salary schedule using support and systems provided by Clackamas Educational Service District or comparisons with neighboring districts.
2. Classification Committee
 - a. At the beginning of each school year, but no later than September 15th, the District and the Union shall form a Classification Committee which shall consist of six (6) voting members, three (3) appointed by the District and three (3) appointed by the Union, including Union Chapter President or designee from Chapter leadership.
 - b. Appointments shall be for no less than two (2) years, and every effort will be made to keep the Committee members consistent year over year.
 - c. OSEA Field Representatives may attend all Classification Committee meetings as a non-voting, advisory participant.
3. Updating Job Descriptions
 - a. The District will consult with the Union before determining which job descriptions within a job group will be reviewed and updated. The Union may also bring to the District's attention any job descriptions it feels need to be reviewed or updated.
 - b. When the District or the Union requests a review of a particular job description, input will be sought from employees in the affected classification and their supervisors as to the

accuracy and completeness of current job descriptions and to solicit suggestions for changes.

- c. All information gathered about the affected job position(s) shall be reviewed by the Classification Committee whenever possible, one additional, nonvoting Union representative shall be added from the classification being reviewed.
- d. Based upon input from employees and supervisors, the Classification Committee will recommend any necessary modifications of job descriptions and placement on the salary schedule to the Superintendent or their designee. The District shall make the final determination as to whether and how to change a given job description.
- e. The District will send new descriptions and proposed salary placements to the Union Chapter President within one (1) week of receiving Committee recommendations, who will respond with Union input within one (1) week.
 - (1) New positions may be posted with salary "to be announced" pending Union input.
 - (2) If the Union is not satisfied with the final District salary placement decision, the Union may demand to bargain within fourteen (14) days of receiving the proposed salary placement, and bargaining would then proceed according to ORS 243.698.
 - (3) The District may implement its proposed salary placement pending completion of bargaining. If a different salary placement is agreed upon during bargaining, that placement shall be implemented as of the date agreed upon by the parties.
- f. Any new or modified positions shall be bargained according to ORS 243.698.

4. Reclassification (Salary Range)

- a. Should either the District or the Union desire to change the placement of any position on the salary schedule, the proposed change will be brought to the attention of the other party and discussed. Mutual agreement must be reached before any change would become effective during the term of this agreement.
- b. The District recognizes that the duties and responsibilities of a classified position can be modified by two means. One is a change in the job description, and the other is an evolution of the job functions as a result of the needs of the District.
 - (1) When the District changes the duties of the job by way of a change in the job description for a position, the District shall consult with the Union about the salary schedule placement of the employee that fills that position. If the parties agree to a placement, the employee shall be placed there, retro to the first day of change,

including salary range placement, and the matter resolved. If the parties do not reach agreement, then the matter shall be handled under the terms of this Article.

(2) When the change is the result of an evolution of the job functions, the employee may request a reclassification of the job, consistent with the procedures in this Article.

(3) Nine Common Factors Used in Reclassification

- (a) Qualifications required for knowledge, skills, and abilities.
- (b) Supervision exercised and received.
- (c) Mental effort and physical effort.
- (d) Education, training, and experience.
- (e) Nature of duties, level of difficulty of duties, and time allocation of duties.
- (f) Person-to-person relationships.
- (g) Responsibility.
- (h) Nature, complexity, and variety of work.
- (i) Working conditions.

(4) Factors Not Used in Reclassification

- (a) Skill of incumbent.
- (b) Seniority of incumbent.
- (c) Volume of work.
- (d) Number of interruptions.
- (e) Age of public served.
- (f) Social status of public (i.e. affluent or disadvantaged) served.
- (g) Perceived stress.
- (h) Duties voluntarily performed.

5. Reclassification Procedure

a. If an employee feels that the alignment of their position on the salary schedule is not appropriate, the employee may submit a reclassification request in writing to the Human Resources Director. The request shall contain the following information:

- (1) Current job position and salary range placement,
- (2) Employee's requested salary range placement.
- (3) Rationale for the requested placement change.
- (4) Employee signature (An email received from an employee's District account shall meet this requirement).

b. An administrator may also submit a request for reclassification on behalf of an employee, as may the Union. Such request shall include items listed above.

- c. Upon receipt of a request for reclassification, an email response shall be sent by Human Resources to the employee, with a copy to the Union Chapter President, acknowledging the reclassification request.
- d. Within ten (10) days of receipt of a reclassification request, Human Resources shall notify the Classification Committee of the request, in writing and including a copy of the request, together with any supporting documentation, with a copy to the Union Chapter President. A date will then be established by the Classification Committee for the hearing of the request.
- e. At the time of the hearing, the requesting party shall have the responsibility of presenting evidence of the need for reclassification. This may be presented either in person, or in writing, or both. The evidence should concentrate on the job duties for the current classification and how those will change, or have changed, in the new classification. An administrator in charge of the area shall be consulted as well. The Committee may ask questions of anyone present, and may make such additional inquiries, as the Committee deems appropriate.
- f. Within ten (10) days after the close of the hearing, the Classification Committee will confer and reach a decision concerning the reclassification. The decision shall immediately be communicated to Human Resources and the Union Chapter President, and Human Resources shall forward that recommendation to the superintendent within two (2) days of receipt. Human Resources shall inform the requesting party, the Committee, and the Union Chapter President of the Superintendent's decision within ten (10) days.
- g. A decision of the Classification Committee is not subject to the grievance procedure. If the Committee is deadlocked, the matter will move to the Superintendent.
- h. If the Superintendent rules against the Union or seeks to block a mutually agreed resolution of the Committee, that can be processed through the grievance procedure.
- i. Once a request is heard and decided, the employee may not again ask for reclassification for at least a period of one (1) calendar year, the only exception being if a substantive change occurs in the major job functions in the employee's position description.
- j. If a position is reclassified to a higher range, the employee's placement on the classified salary schedule will be on the new range and the same lettered step they held prior to the reclassification (For example, if a Food Serving Assistant I on Range 7, Step F is reclassified to a Food Serving Assistant II, they would be placed on Range 8, Step F).

6. Change Process (Salary Step)

- a. If an employee feels that they have not been placed at the appropriate salary step based on their relevant experience, or because of an error, etc. may submit a change request in writing to the Human Resources Director. The request shall contain the following information:
 - (1) Current job position and salary step placement,
 - (2) Employee's requested salary step placement, and
 - (3) Rationale for the requested placement change, including evidence of how/why they believe they weren't placed properly

- b. The same process outlined in Paragraph 5 above shall be followed.

ARTICLE 32: Tool Allowance

Employees required to have their own tools to perform their duty shall be allowed up to \$300 per year for tool allowance/replacement costs. The District will supply all other needed tools, including power tools, pneumatic tools and special equipment necessary to perform specific job functions.

ARTICLE 33: Transportation Manual

1. Mission Statement

- a. The mission of the Transportation Department is to remove barriers to education by providing safe, reliable and equitable solutions to transportation for all eligible students to and from school.
- b. The District and the Union recognize the value of participating with the employees and supervisors of the Transportation Department and utilizing them, collaboratively to advise and consult with management regarding changes, additions, updates, and implementation of procedures for the department.

2. Transportation Advisory Council

- a. The District shall create a Transportation Advisory Council (“Advisory Council”) no later than the Monday two weeks prior to the start of each school year.
- b. The Advisory Council shall be comprised of:
 - (1) Three (3) District representatives
 - (2) Three (3) Union Chapter President designees, to include not less than two (2) bus drivers
- c. The Advisory Council will meet at least annually to review and recommend revisions of Transportation Department policies and procedures and to recommend new items for the Transportation Manual.

3. Transportation Manual

- a. The Transportation Manual is a guidebook containing policies, procedures, rules and expectations for all Transportation Department drivers and staff, and for the safe operation of its’ school buses and vans.
- b. The Transportation Manual is a supplement to the Oregon Department of Education’s Pupil Transportation Manual, Core Training Program and all laws governing operators of motor vehicles in the State of Oregon.
- c. The Transportation Manual will be provided to all transportation employees electronically no later than the first day of in-service week or their date of hire, whichever comes first, and a link will be available on the District website. Additional paper copies will be available in the Transportation Office and drivers’ break room.

- d. Any updates to the Transportation Manual made by the Advisory Council will be shared with all transportation employees no less than two (2) weeks prior to implementation of changes.
- e. Non-compliance with the Transportation Manual is to be addressed by the Transportation Supervisor, and if not available, the Director of Operations, within ten (10) days of the occurrence. Alleged violations of this provision may be grieved as a policy grievance only and are not subject to binding arbitration.

4. Bidding Process

- a. Newly created and vacant bus routes shall be open for bidding by drivers.
- b. Seniority shall be the deciding factor in awarding open routes to drivers. For purposes of this section only, bus driver seniority shall be defined as that employee's length of continuous service as a driver with the District, including all authorized leave with pay.
- c. Any bus route awarded to a driver through the bidding process will be assigned to that driver until such time as they choose to relinquish it back to the bidding process or separate from the District.

5. Trips

- a. Trips are all runs that are not a part of a regular route.
- b. New drivers will be placed in the pool for in-district trips after a three (3) month probationary period and after a six (6) month probationary period for out-of- district trips.

ARTICLE 34: Contract Maintenance Review

For the purposes of contract maintenance, a team of two to three (2-3) Union members shall be appointed by the Union Chapter President, to meet with the Human Resources Director, Superintendent and/or designee(s), also known as Labor Management Committee, to discuss and resolve concerns related to member issues, including the interpretation and application of this agreement. These meetings shall be held monthly but can be reduced to as few as three times during the school year by mutual agreement. Additional meetings may be added or deleted by mutual agreement of the Union and the District.

ARTICLE 35: Safety

1. Student Behavior

- a. The building principal, together with staff, will develop a classroom and discipline procedure which will be given to each bargaining unit member at the beginning of each school year.
- b. The primary responsibility for the students' conduct within and related to the classroom rest with the classroom educator. Classified staff likewise are expected to share in the responsibility for the control and discipline of students in, around and/or otherwise related to the total school, its functions and its activities.
- c. Procedure:
 - (1) When it is the judgment of a bargaining unit member that a student's behavior is disruptive in the manner that is requiring immediate action, the classified employee is authorized to contact the building administrator(s) or their direct supervisor and follow district procedures to address student behavior, including but not limited to removing the student.
 - (2) Classified employees may document student behaviors using the OCSD referral system.
 - (3) If needed or requested, the outcome of the discussion between the administrator and student will be shared with the classified employee and a plan for further action will be discussed.
 - (4) Communication and/or conference will take place during the bargaining unit member's work shift or on paid time.

2. Employee Safety

- a. All employees have the right to work in an environment safe from harm, intimidation and victimization.
- b. Employees who are intimidated, bullied, threatened or abused will report unsafe behavior to their immediate supervisor without the threat of retaliation or discipline. Complaints can be filed according to Board Policy. Any changes made due to the investigation would be communicated to the employee that filed the complaint.
- c. The Union will select members to be a part of a committee to assist the District in reviewing student behavior.

- d. Employees have the right to refuse to provide services in a clearly hazardous situation without the threat of retaliation or discipline. Employees should report unsafe conditions to the District Safety Committee and refer to Board Policy (EBAC and EBAC-AR).
- e. If an employee feels they are working in an unsafe environment, they will report their concerns to their immediate supervisor. Employees should report unsafe conditions to the District Safety Committee and refer to Board Policy (EBAC and EBAC-AR). Together, a plan will be made to ensure that the employee feels safe and protected from harm.
- f. The District will follow all federal, state, county, local and District-established laws, policies and procedures.

3. Hazardous Equipment

- a. Employees have the right to refuse to use equipment that is hazardous, damaged or unsafe without the threat of retaliation or discipline.
- b. If an employee deems equipment to be hazardous, damaged or unsafe, they will immediately report their concerns to their supervisor. Employees should report unsafe conditions to the District Safety Committee and refer to Board Policy (EBAC and EBAC-AR).

4. Safety Training

All employees will be expected to complete safety trainings and will be allowed to use their nonstudent contact time or scheduled time to complete the trainings.

ARTICLE 36: Miscellaneous

1. Appropriate Use of Video Equipment and Audio Equipment

- a. The Union recognizes that video monitoring can be a valuable and appropriate tool for student and employee safety.
- b. If the information on the video or audio is to be used to discipline or discharge an employee, the District must provide the Union, prior to the hearing, an opportunity to review the video or audio used by the District to support the discipline or discharge.
- c. The District shall not install or use video cameras or audio equipment in areas of the District's premises that violate the employee's right to privacy, such as bathrooms or places where employees change clothing.
- d. The District agrees to post notices in visible locations that audio and/or video equipment is in use.
- e. For the sake of transparency and member involvement, all full or reopener bargaining sessions shall be recorded in a visual and audio format agreed to by the District and Union. These sessions shall be shared with bargaining unit members in a way agreed to by the District and Union.

2. District Meetings

In the event that OCEA leadership is invited to attend District meetings, the same invitation will be extended to Union leadership.

APPENDIX A: Classified Salary Schedule

EFFECTIVE: 01/01/23 - 06/30/23

Hourly Rates of Pay

1.05	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
RANGE 7	-	-	15.50	16.28	17.09	17.93	18.83	19.77	20.76	21.81
RANGE 8	-	-	16.28	17.09	17.93	18.83	19.77	20.76	21.81	22.90
RANGE 9	-	-	17.09	17.93	18.83	19.77	20.76	21.81	22.90	24.03
RANGE 10	-	-	17.93	18.83	19.77	20.76	21.81	22.90	24.03	25.23
RANGE 11	-	-	18.83	19.77	20.76	21.81	22.90	24.03	25.23	26.50
RANGE 12	-	-	19.77	20.76	21.81	22.90	24.03	25.23	26.50	27.83
RANGE 12T	-	-	22.94	24.09	25.29	26.55	27.90	29.28	30.77	32.28
RANGE 13	-	-	20.76	21.81	22.90	24.03	25.23	26.50	27.83	29.21
RANGE 13T	-	-	24.09	25.29	26.55	27.90	29.28	30.77	32.28	33.89
RANGE 14	-	-	21.81	22.90	24.03	25.23	26.50	27.83	29.21	30.69
RANGE 15	-	-	22.90	24.03	25.23	26.50	27.83	29.21	30.69	32.21
RANGE 16	-	-	24.03	25.23	26.50	27.83	29.21	30.69	32.21	33.84
RANGE 17	-	-	25.23	26.50	27.83	29.21	30.69	32.21	33.84	35.51
RANGE 18	-	-	26.50	27.83	29.21	30.69	32.21	33.84	35.51	37.29
RANGE 19	-	-	27.83	29.21	30.69	32.21	33.84	35.51	37.29	39.14

Monthly Rates of Pay (HRLY X 8 X 260)/12

1.05	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
RANGE 7	-	-	2,686.67	2,821.87	2,962.27	3,107.87	3,263.87	3,426.80	3,598.40	3,780.40
RANGE 8	-	-	2,821.87	2,962.27	3,107.87	3,263.87	3,426.80	3,598.40	3,780.40	3,969.33
RANGE 9	-	-	2,962.27	3,107.87	3,263.87	3,426.80	3,598.40	3,780.40	3,969.33	4,165.20
RANGE 10	-	-	3,107.87	3,263.87	3,426.80	3,598.40	3,780.40	3,969.33	4,165.20	4,373.20
RANGE 11	-	-	3,263.87	3,426.80	3,598.40	3,780.40	3,969.33	4,165.20	4,373.20	4,593.33
RANGE 12	-	-	3,426.80	3,598.40	3,780.40	3,969.33	4,165.20	4,373.20	4,593.33	4,823.87
RANGE 12T	-	-	3,976.27	4,175.60	4,383.60	4,602.00	4,836.00	5,075.20	5,333.47	5,595.20
RANGE 13	-	-	3,598.40	3,780.40	3,969.33	4,165.20	4,373.20	4,593.33	4,823.87	5,063.07
RANGE 13T	-	-	4,175.60	4,383.60	4,602.00	4,836.00	5,075.20	5,333.47	5,595.20	5,874.27
RANGE 14	-	-	3,780.40	3,969.33	4,165.20	4,373.20	4,593.33	4,823.87	5,063.07	5,319.60
RANGE 15	-	-	3,969.33	4,165.20	4,373.20	4,593.33	4,823.87	5,063.07	5,319.60	5,583.07
RANGE 16	-	-	4,165.20	4,373.20	4,593.33	4,823.87	5,063.07	5,319.60	5,583.07	5,865.60
RANGE 17	-	-	4,373.20	4,593.33	4,823.87	5,063.07	5,319.60	5,583.07	5,865.60	6,155.07
RANGE 18	-	-	4,593.33	4,823.87	5,063.07	5,319.60	5,583.07	5,865.60	6,155.07	6,463.60
RANGE 19	-	-	4,823.87	5,063.07	5,319.60	5,583.07	5,865.60	6,155.07	6,463.60	6,784.27

STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	
RANGE 7	-	-	32,240.00	33,862.40	35,547.20	37,294.40	39,166.40	41,121.60	43,180.80	45,364.80
RANGE 8	-	-	33,862.40	35,547.20	37,294.40	39,166.40	41,121.60	43,180.80	45,364.80	47,632.00
RANGE 9	-	-	35,547.20	37,294.40	39,166.40	41,121.60	43,180.80	45,364.80	47,632.00	49,982.40
RANGE 10	-	-	37,294.40	39,166.40	41,121.60	43,180.80	45,364.80	47,632.00	49,982.40	52,478.40
RANGE 11	-	-	39,166.40	41,121.60	43,180.80	45,364.80	47,632.00	49,982.40	52,478.40	55,120.00
RANGE 12	-	-	41,121.60	43,180.80	45,364.80	47,632.00	49,982.40	52,478.40	55,120.00	57,886.40
RANGE 12T	-	-	47,715.20	50,107.20	52,603.20	55,224.00	58,032.00	60,902.40	64,001.60	67,142.40
RANGE 13	-	-	43,180.80	45,364.80	47,632.00	49,982.40	52,478.40	55,120.00	57,886.40	60,756.80
RANGE 13T	-	-	50,107.20	52,603.20	55,224.00	58,032.00	60,902.40	64,001.60	67,142.40	70,491.20
RANGE 14	-	-	45,364.80	47,632.00	49,982.40	52,478.40	55,120.00	57,886.40	60,756.80	63,835.20
RANGE 15	-	-	47,632.00	49,982.40	52,478.40	55,120.00	57,886.40	60,756.80	63,835.20	66,996.80
RANGE 16	-	-	49,982.40	52,478.40	55,120.00	57,886.40	60,756.80	63,835.20	66,996.80	70,387.20
RANGE 17	-	-	52,478.40	55,120.00	57,886.40	60,756.80	63,835.20	66,996.80	70,387.20	73,860.80
RANGE 18	-	-	55,120.00	57,886.40	60,756.80	63,835.20	66,996.80	70,387.20	73,860.80	77,563.20
RANGE 19	-	-	57,886.40	60,756.80	63,835.20	66,996.80	70,387.20	73,860.80	77,563.20	81,411.20

CLASSIFIED SALARY SCHEDULE

FY 2023 - 2024

EFFECTIVE: 07/01/23 - 06/30/24

Hourly Rates of Pay

1.045	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
RANGE 7	-	-	16.20	17.01	17.86	18.74	19.67	20.66	21.69	22.79
RANGE 8	-	-	17.01	17.86	18.74	19.67	20.66	21.69	22.79	23.93
RANGE 9	-	-	17.86	18.74	19.67	20.66	21.69	22.79	23.93	25.12
RANGE 10	-	-	18.74	19.67	20.66	21.69	22.79	23.93	25.12	26.37
RANGE 11	-	-	19.67	20.66	21.69	22.79	23.93	25.12	26.37	27.69
RANGE 12	-	-	20.66	21.69	22.79	23.93	25.12	26.37	27.69	29.08
RANGE 12T	-	-	23.97	25.17	26.43	27.75	29.15	30.60	32.15	33.73
RANGE 13	-	-	21.69	22.79	23.93	25.12	26.37	27.69	29.08	30.53
RANGE 13T	-	-	25.17	26.43	27.75	29.15	30.60	32.15	33.73	35.42
RANGE 14	-	-	22.79	23.93	25.12	26.37	27.69	29.08	30.53	32.07
RANGE 15	-	-	23.93	25.12	26.37	27.69	29.08	30.53	32.07	33.66
RANGE 16	-	-	25.12	26.37	27.69	29.08	30.53	32.07	33.66	35.36
RANGE 17	-	-	26.37	27.69	29.08	30.53	32.07	33.66	35.36	37.11
RANGE 18	-	-	27.69	29.08	30.53	32.07	33.66	35.36	37.11	38.96
RANGE 19	-	-	29.08	30.53	32.07	33.66	35.36	37.11	38.96	40.91

Monthly Rates of Pay (HRLY X 8 X 260)/12

1.045	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
RANGE 7	-	-	2,808.00	2,948.40	3,095.73	3,248.27	3,409.47	3,581.07	3,759.60	3,950.27
RANGE 8	-	-	2,948.40	3,095.73	3,248.27	3,409.47	3,581.07	3,759.60	3,950.27	4,147.87
RANGE 9	-	-	3,095.73	3,248.27	3,409.47	3,581.07	3,759.60	3,950.27	4,147.87	4,354.13
RANGE 10	-	-	3,248.27	3,409.47	3,581.07	3,759.60	3,950.27	4,147.87	4,354.13	4,570.80
RANGE 11	-	-	3,409.47	3,581.07	3,759.60	3,950.27	4,147.87	4,354.13	4,570.80	4,799.60
RANGE 12	-	-	3,581.07	3,759.60	3,950.27	4,147.87	4,354.13	4,570.80	4,799.60	5,040.53
RANGE 12T	-	-	4,154.80	4,362.80	4,581.20	4,810.00	5,052.67	5,304.00	5,572.67	5,846.53
RANGE 13	-	-	3,759.60	3,950.27	4,147.87	4,354.13	4,570.80	4,799.60	5,040.53	5,291.87
RANGE 13T	-	-	4,362.80	4,581.20	4,810.00	5,052.67	5,304.00	5,572.67	5,846.53	6,139.47
RANGE 14	-	-	3,950.27	4,147.87	4,354.13	4,570.80	4,799.60	5,040.53	5,291.87	5,558.80
RANGE 15	-	-	4,147.87	4,354.13	4,570.80	4,799.60	5,040.53	5,291.87	5,558.80	5,834.40
RANGE 16	-	-	4,354.13	4,570.80	4,799.60	5,040.53	5,291.87	5,558.80	5,834.40	6,129.07
RANGE 17	-	-	4,570.80	4,799.60	5,040.53	5,291.87	5,558.80	5,834.40	6,129.07	6,432.40
RANGE 18	-	-	4,799.60	5,040.53	5,291.87	5,558.80	5,834.40	6,129.07	6,432.40	6,753.07
RANGE 19	-	-	5,040.53	5,291.87	5,558.80	5,834.40	6,129.07	6,432.40	6,753.07	7,091.07

Annual Rate of Pay (HRLY X 8 X 260)

1.045	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
RANGE 7	-	-	33,696.00	35,380.80	37,148.80	38,979.20	40,913.60	42,972.80	45,115.20	47,403.20
RANGE 8	-	-	35,380.80	37,148.80	38,979.20	40,913.60	42,972.80	45,115.20	47,403.20	49,774.40
RANGE 9	-	-	37,148.80	38,979.20	40,913.60	42,972.80	45,115.20	47,403.20	49,774.40	52,249.60
RANGE 10	-	-	38,979.20	40,913.60	42,972.80	45,115.20	47,403.20	49,774.40	52,249.60	54,849.60
RANGE 11	-	-	40,913.60	42,972.80	45,115.20	47,403.20	49,774.40	52,249.60	54,849.60	57,595.20
RANGE 12	-	-	42,972.80	45,115.20	47,403.20	49,774.40	52,249.60	54,849.60	57,595.20	60,486.40
RANGE 12T	-	-	49,857.60	52,353.60	54,974.40	57,720.00	60,632.00	63,648.00	66,872.00	70,158.40
RANGE 13	-	-	45,115.20	47,403.20	49,774.40	52,249.60	54,849.60	57,595.20	60,486.40	63,502.40
RANGE 13T	-	-	52,353.60	54,974.40	57,720.00	60,632.00	63,648.00	66,872.00	70,158.40	73,673.60
RANGE 14	-	-	47,403.20	49,774.40	52,249.60	54,849.60	57,595.20	60,486.40	63,502.40	66,705.60
RANGE 15	-	-	49,774.40	52,249.60	54,849.60	57,595.20	60,486.40	63,502.40	66,705.60	70,012.80
RANGE 16	-	-	52,249.60	54,849.60	57,595.20	60,486.40	63,502.40	66,705.60	70,012.80	73,548.80
RANGE 17	-	-	54,849.60	57,595.20	60,486.40	63,502.40	66,705.60	70,012.80	73,548.80	77,188.80
RANGE 18	-	-	57,595.20	60,486.40	63,502.40	66,705.60	70,012.80	73,548.80	77,188.80	81,036.80
RANGE 19	-	-	60,486.40	63,502.40	66,705.60	70,012.80	73,548.80	77,188.80	81,036.80	85,092.80

CLASSIFIED SALARY SCHEDULE

FY 2024 - 2025

EFFECTIVE: 07/01/24 - 06/30/25

Hourly Rates of Pay

1.030	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
RANGE 7	-	-	16.69	17.52	18.40	19.30	20.26	21.28	22.34	23.47
RANGE 8	-	-	17.52	18.40	19.30	20.26	21.28	22.34	23.47	24.65
RANGE 9	-	-	18.40	19.30	20.26	21.28	22.34	23.47	24.65	25.87
RANGE 10	-	-	19.30	20.26	21.28	22.34	23.47	24.65	25.87	27.16
RANGE 11	-	-	20.26	21.28	22.34	23.47	24.65	25.87	27.16	28.52
RANGE 12	-	-	21.28	22.34	23.47	24.65	25.87	27.16	28.52	29.95
RANGE 12T	-	-	24.69	25.93	27.22	28.58	30.02	31.52	33.11	34.74
RANGE 13	-	-	22.34	23.47	24.65	25.87	27.16	28.52	29.95	31.45
RANGE 13T	-	-	25.93	27.22	28.58	30.02	31.52	33.11	34.74	36.48
RANGE 14	-	-	23.47	24.65	25.87	27.16	28.52	29.95	31.45	33.03
RANGE 15	-	-	24.65	25.87	27.16	28.52	29.95	31.45	33.03	34.67
RANGE 16	-	-	25.87	27.16	28.52	29.95	31.45	33.03	34.67	36.42
RANGE 17	-	-	27.16	28.52	29.95	31.45	33.03	34.67	36.42	38.22
RANGE 18	-	-	28.52	29.95	31.45	33.03	34.67	36.42	38.22	40.13
RANGE 19	-	-	29.95	31.45	33.03	34.67	36.42	38.22	40.13	42.14

Monthly Rates of Pay (HRLY X 8 X 260)/12

1.030	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
RANGE 7	-	-	2,892.93	3,036.80	3,189.33	3,345.33	3,511.73	3,688.53	3,872.27	4,068.13
RANGE 8	-	-	3,036.80	3,189.33	3,345.33	3,511.73	3,688.53	3,872.27	4,068.13	4,272.67
RANGE 9	-	-	3,189.33	3,345.33	3,511.73	3,688.53	3,872.27	4,068.13	4,272.67	4,484.13
RANGE 10	-	-	3,345.33	3,511.73	3,688.53	3,872.27	4,068.13	4,272.67	4,484.13	4,707.73
RANGE 11	-	-	3,511.73	3,688.53	3,872.27	4,068.13	4,272.67	4,484.13	4,707.73	4,943.47
RANGE 12	-	-	3,688.53	3,872.27	4,068.13	4,272.67	4,484.13	4,707.73	4,943.47	5,191.33
RANGE 12T	-	-	4,279.60	4,494.53	4,718.13	4,953.87	5,203.47	5,463.47	5,739.07	6,021.60
RANGE 13	-	-	3,872.27	4,068.13	4,272.67	4,484.13	4,707.73	4,943.47	5,191.33	5,451.33
RANGE 13T	-	-	4,494.53	4,718.13	4,953.87	5,203.47	5,463.47	5,739.07	6,021.60	6,323.20
RANGE 14	-	-	4,068.13	4,272.67	4,484.13	4,707.73	4,943.47	5,191.33	5,451.33	5,725.20
RANGE 15	-	-	4,272.67	4,484.13	4,707.73	4,943.47	5,191.33	5,451.33	5,725.20	6,009.47
RANGE 16	-	-	4,484.13	4,707.73	4,943.47	5,191.33	5,451.33	5,725.20	6,009.47	6,312.80
RANGE 17	-	-	4,707.73	4,943.47	5,191.33	5,451.33	5,725.20	6,009.47	6,312.80	6,624.80
RANGE 18	-	-	4,943.47	5,191.33	5,451.33	5,725.20	6,009.47	6,312.80	6,624.80	6,955.87
RANGE 19	-	-	5,191.33	5,451.33	5,725.20	6,009.47	6,312.80	6,624.80	6,955.87	7,304.27

Annual Rate of Pay (HRLY X 8 X 260)

1.030	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
RANGE 7	-	-	34,715.20	36,441.60	38,272.00	40,144.00	42,140.80	44,262.40	46,467.20	48,817.60
RANGE 8	-	-	36,441.60	38,272.00	40,144.00	42,140.80	44,262.40	46,467.20	48,817.60	51,272.00
RANGE 9	-	-	38,272.00	40,144.00	42,140.80	44,262.40	46,467.20	48,817.60	51,272.00	53,809.60
RANGE 10	-	-	40,144.00	42,140.80	44,262.40	46,467.20	48,817.60	51,272.00	53,809.60	56,492.80
RANGE 11	-	-	42,140.80	44,262.40	46,467.20	48,817.60	51,272.00	53,809.60	56,492.80	59,321.60
RANGE 12	-	-	44,262.40	46,467.20	48,817.60	51,272.00	53,809.60	56,492.80	59,321.60	62,296.00
RANGE 12T	-	-	51,355.20	53,934.40	56,617.60	59,446.40	62,441.60	65,561.60	68,868.80	72,259.20
RANGE 13	-	-	46,467.20	48,817.60	51,272.00	53,809.60	56,492.80	59,321.60	62,296.00	65,416.00
RANGE 13T	-	-	53,934.40	56,617.60	59,446.40	62,441.60	65,561.60	68,868.80	72,259.20	75,878.40
RANGE 14	-	-	48,817.60	51,272.00	53,809.60	56,492.80	59,321.60	62,296.00	65,416.00	68,702.40
RANGE 15	-	-	51,272.00	53,809.60	56,492.80	59,321.60	62,296.00	65,416.00	68,702.40	72,113.60
RANGE 16	-	-	53,809.60	56,492.80	59,321.60	62,296.00	65,416.00	68,702.40	72,113.60	75,753.60
RANGE 17	-	-	56,492.80	59,321.60	62,296.00	65,416.00	68,702.40	72,113.60	75,753.60	79,497.60
RANGE 18	-	-	59,321.60	62,296.00	65,416.00	68,702.40	72,113.60	75,753.60	79,497.60	83,470.40
RANGE 19	-	-	62,296.00	65,416.00	68,702.40	72,113.60	75,753.60	79,497.60	83,470.40	87,651.20

APPENDIX B: CLASSIFICATION, JOB TITLE AND RANGE ASSIGNMENT

Clerical Staff:

Administration Office Personnel (i.e., secretarial, bookkeeper, clerical).....	Range 10-16
Alternative Instructional Strategies Program (AISP/ALPS) Assistant I	Range 12
Alternative Instructional Strategies Program (AISP/ALPS) Assistant II	Range 14
Assessment Secretary	Range 12
Bilingual Instructional Assistant	Range 10
Community Schools Secretary	Range 12
Counseling Secretary II	Range 12
District Health Services Secretary	Range 12
Elementary Principal's Secretary.....	Range 14
Facilities Office Coordinator.....	Range 16
General Assistant.....	Range 7
Head District Special Services Secretary.....	Range 15
Instructional Assistant	Range 10
Instructional Assistant (completed District pre-approved program).....	Range 11
Maintenance Secretary.....	Range 12
Media Assistant (was Media Secretary)	Range 11
Middle School Counseling Secretary	Range 12
Middle School Principal's Secretary	Range 14
Migrant Home-School Consultant.....	Range 11
OCHS Athletic Secretary.....	Range 14
OCHS Attendance Secretary.....	Range 13
OCHS Bookkeeper.....	Range 12
OCHS Building Coordinator	Range 12
OCHS Counseling Secretary.....	Range 14
OCHS Health Services Secretary.....	Range 12
OCHS Principal's Secretary.....	Range 15
OCHS Receptionist.....	Range 12
OCHS Registrar	Range 14
OCHS Special Services Secretary	Range 12
OCHS Student Body Accountant	Range 12
OCHS Testing Secretary	Range 12
Personal Care/Special Ed. Instructional Assistant.....	Range 10
Records Secretary	Range 15
Secondary Student Services Secretary	Range 12
Secretary II	Range 12
Secretary to Director: Operations	Range 15
Security & Emergency Management Specialist	Range 19
Service Learning Coordinator.....	Range 10
Special Education Instructional Assistant.....	Range 10
Structured Learning Center (SLC) Instructional Assistant.....	Range 12
Student Records Clerk/Receptionist.....	Range 13

Support Services Secretary	Range 9
Testing Coordinator	Range 12
Transition Assistant	Range 13
Vice Principal’s Secretary /Secondary Administrative Secretary	Range 12
Webmaster and Social Media Specialist.....	Range 12
Work Experience Specialist.....	Range 12
Youth Transition Program Specialist	Range 14

Custodial and Maintenance Staff:

Administration Office Custodian	Range 11
Building Engineer - OCHS	Range 19
Carpenter	Range 17
Day Custodian at High School/Middle School.....	Range 11
District Courier	Range 13
Eastham Community Center and Barclay Custodian.....	Range 11
Groundskeeper - Maintenance	Range 14
Groundskeeper - OCHS	Range 14
Head Custodian – Middle School and Jackson Campus	Range 15
Head Day Custodian – Elementary, OCSLA and OCCE.....	Range 13
Head Night Custodian - Middle School.....	Range 13
Head Night Custodian - OCHS	Range 16
Lead Maintenance Person	Range 19
Maintenance/Custodian - OCHS.....	Range 12
Maintenance Specialist.....	Range 17
Middle School Custodian / Groundskeeper.....	Range 11
Night Custodian	Range 11
Utility Maintenance	Range 15
Utility Maintenance/Electrician	Range 18

Transportation:

Bus Driver.....	Range 12T
Contracted Sub-Driver	Range 13T
Head Mechanic.....	Range 18
Mechanic.....	Range 16
Mechanic's Assistant.....	Range 15
Office Coordinator	Range 14
Routing Specialist	Range 14
Serviceperson	Range 13
Special Needs Driver.....	Range 13T
Special Needs Transportation Coordinator/Trainer.....	Range 17
Transportation Assistant.....	Range 10
Van Driver and Bus Driver In-Training	Range 12

Nutrition Services:

Assistant Cook Secondary (Baker) Range 9
Cook's Helper Range 7
Food Serving Assistant I Range 7
Food Serving Assistant II Range 7
High School Food Service Manager Range 15
High School Assistant Food Service Manager Range 14
Middle School Lead..... Range 9
Transport Cook Range 10

Other:

Campus Supervisor Range 13
Certified Occupational Therapy Assistant Range 17
Computer Technician..... Range 15
District Curriculum Support Specialist..... Range 15
District Network Specialist..... Range 19
District Technology Specialist..... Range 15
Educational Interpreter (Starts at Step E)..... Range 16
Family Liaison (Grant Funded) Range 16
Human Development Center Head of Child Care Range 10
Human Development Center Assistant Head of Child Care Range 10
Licensed Speech-Language Pathology Assistant..... Range 15
Payroll Specialist..... Range 16
Printing Specialist Range 12
School District Buyer..... Range 18
Student Support Specialist..... Range 15

MOU Adding Casual Employees to the Bargaining Unit



Oregon School Employees Association

www.osea.org

State Office: 4735 Liberty Road S, Salem, OR 97302-5036

P: 800-252-6732, 503-588-0121 F: 503-588-8307

MEMORANDUM of UNDERSTANDING

Agreement between Oregon City School District and OSEA Chapter No. 14.

This Memorandum of Understanding ("MOU") amends Article 2: Recognition, Paragraph 1 as follows:

...Excluded shall be ~~community school instructors~~ unrepresented casual, confidential or supervisory employees...

The intent of this process is to incorporate all casual employees into the classified bargaining unit at a schedule that will be fully determined by the Union and the District.

1. As of July 1, 2023, casual After the Bell employees shall be incorporated into the Union Collective Bargaining Agreement as "After the Bell Lead" and "After the Bell Assistant" as agreed between the District and Union.
2. It is the intent of the District and Union to incorporate casual Early Childhood employees in the 2025-26 school year.
3. Summer program, short term and other casual employees will remain unrepresented at this time.
4. Paragraphs 2 and 3 above may alter based on a review of budget and negotiation between the District and Union no less than annually in the fall.
5. Any remaining casual employees will be incorporated into the Union CBA based on the annual review.
6. Job descriptions, including qualifications and duties, and placement of positions on the salary schedule will be done through the normal, contractual process.
7. All casual employees incorporated into the Union CBA will be eligible and receive all benefits negotiated in the Union CBA.

The Oregon School Employees Association (OSEA) is an affiliate of the AFL-CIO, the American Federation of Teachers (AFT) and the American Association of Classified School Employees (AACSE).



This MOU is not enforceable unless the following signatures are present:

- Designee of the employer,
- Designee of OSEA, and
- The Chapter President (or their designee)

This MOU does not go into effect until it has been ratified by the local union chapter membership. OSEA will send written notification to the employer when that has occurred.

Any disputes involving this MOU shall be handled in accordance with the grievance procedure of the collective Bargaining agreement. Nothing in this agreement is meant to deprive a member of their rights under the law.

For the District: W. Normand Date: 4/27/23

For the Chapter: [Signature] Date: 4/21/23

For OSEA: [Signature] Date: 4-21-23

The Oregon School Employees Association (OSEA) is an affiliate of the AFL-CIO, the American Federation of Teachers (AFT) and the American Association of Classified School Employees (AACSE).

