

AGREEMENT BETWEEN

**North Wasco County School  
District #21**

AND

**North Wasco Education Support  
Professionals**

JULY 1, 2019

THROUGH

JUNE 30, 2021

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## **Preamble**

This Agreement is entered into this 12<sup>th</sup> day of December, 2019 by and between the Board of Directors on behalf of North Wasco School District No. 21 of Wasco County, Oregon, hereinafter referred to as the Board or District and North Wasco Education Support Professionals, hereinafter referred to as the NWESP or Association, affiliated with the Oregon Education Association, hereinafter called the OEA, and the National Education Association, hereinafter called the NEA.

Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

This is the full Agreement of the parties on negotiable matters under Oregon statute for personnel included in the bargaining unit.

# Article 1

## Recognition

### A. **Recognition of Exclusive Representative**

The Board recognizes the Association as the exclusive bargaining representative for all employees of North Wasco County School District No. 21, excluding supervisory and confidential employees, substitutes, temporary employees and members of other recognized bargaining units.

### B. **Definitions**

For this contract, the following definitions apply unless otherwise indicated:

1. **Substitute:** A person hired on a temporary basis to fill in for a bargaining unit member who is temporarily absent from work.
2. **Temporary:** A bargaining unit position that is filled with a non-unit employee for a term not to exceed sixty (60) continuous scheduled work days shall be considered temporary. All temporary positions will cease to exist on June 30 of each year, except seasonal positions described below. If the need for the position extends beyond sixty (60) continuous scheduled work days, the position shall become a regular bargaining unit position. The District shall post and fill the position following the customary hiring process. If the temporary employee continues in the newly created position, their seniority date shall be their first day of actual work in the position. Any employee granted seniority in this manner shall not be entitled to retroactive pay or benefits for time served in the position prior to it becoming a regular position. Temporary positions specifically funded by one-time only grant monies are excluded from this provision.
  - a. It is recognized that Seasonal Temporary employees are required by the School District during seasonal and/or peak times during the year, which may extend past June 30. Examples of this are grass cutting and summer maintenance such as painting.
  - b. When the District determines it will hire seasonal workers, a notice will be posted on the District webpage and emailed to

the Association President and Secretary. If the posting occurs during the regular school year, notice will also be distributed to and posted at District work sites. Whenever possible, hiring priority will be given to existing qualified employees. Current employees will be paid the rate of pay for the classification covered by seasonal work.

- c. Notwithstanding Article 1(B)(2) above, for the purposes of granting paid or unpaid leaves for bargaining unit members, the District may replace employees on such leave with a temporary employee for up to one year. The replacement employee shall have no further rights to employment with the District and shall not be covered by Article 19 (Layoffs) after the end of the temporary assignment. Upon mutual agreement of the District and the Association, the temporary assignment may be extended.

## Article 2

### Management Rights

- A. The District retains and reserves unto itself all powers, rights and authorities, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon except as modified by this agreement. Such powers, rights, authority, duties and responsibilities shall include, but are not limited to:
1. The executive management and administrative control of the school system and its properties and facilities.
  2. All statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion to reprimand, suspend, discharge, or otherwise discipline employees for any reason in good faith deemed sufficient.
  3. To determine the number of employees, to hire employees, determine their qualifications, assign and direct their work, to promote, demote, transfer, layoff and recall them to work subject only to the provisions of law and the specific provisions of this Agreement.
  4. To set standards of performance, determine criteria for evaluation of performance, to maintain the efficiency of operations by determining the personnel, methods, means and facilities by which operations are conducted, the starting and quitting time and the number of hours and shifts to be worked. Supervisors will consult with the employee prior to changing schedules.
  5. To define, expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service and to control or regulate the use of equipment, facilities and other District property. To determine the number, location and operation of departments, classifications, divisions and job titles.
  6. The right to contract out, after notifying the Association that administration has prepared any cost analysis required under ORS 279B.030 et seq., and has determined to recommend to the Board that the duties performed by a class of employees should be contracted out. Notice to the Association shall be given at least thirty (30) calendar days before the recommendation to the Board. In the event the District determines to exercise its right to contract out, written notice will be given to the Association of the anticipated

change in employment relations and, upon receipt of a timely filed demand to bargain from the Association, the District shall bargain in good faith with the Association under ORS 243.698. Should agreement not be reached after the expedited ninety (90)-day period, both sides may engage in self-help measures.

7. The right to set, amend and revise policies, rules, regulations and practices and to take whatever action is either necessary or advisable to determine, manage and fulfill the District's mission and to direct District employees.
8. The District's failure to exercise any right, prerogative, or function hereby reserved to it, or the District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## Article 3

### Grievance Procedure

#### A. Definitions

1. **Grievance:** A “grievance” is a claim by an employee and/or the Association based upon the misinterpretation, misapplication, or violation of the specific terms set forth in this Agreement. By mutual agreement with the District, a grievance may also be claimed based upon alleged misinterpretation, misapplication or violation of Board policy.
2. **Grievant:** The “grievant” is the person and/or the Association making the claim.
3. **Days:** “Days” as referred to herein shall mean business days.
4. **Immediate Supervisor:** The “immediate supervisor” is the person who holds evaluation responsibility for the grievant.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise relating to the application of the specific terms of this Agreement. Both parties agree that these proceedings will be kept informal and confidential, as may be appropriate in resolving the grievance. The District and the Association agree that all employees have the unqualified right to file grievances and that neither the Association nor the District may take any action against a staff member as a result of their having exercised that right.

#### C. Time Limits

This procedure should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered as a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedure.

## D. Representation

The grievant has the right to have Association representation at all levels of the grievance process. The grievant's representation shall be limited to no more than three (3) Association representatives.

## E. Levels of Grievance

1. **Level One – Immediate Supervisor (informal):** The grievant shall, within twenty (20) days of the knowledge of the act or condition which is the basis of the grievance, first discuss it with the immediate supervisor, either individually or accompanied by an Association representative, with the object of resolving the matter informally and/or gathering information necessary to determine if a grievance has in fact taken place. The immediate supervisor shall have five (5) days in which to make a verbal response.
2. **Level Two – Immediate Supervisor (formal):** If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file the grievance on the approved form with the immediate supervisor within ten (10) days after the decision at Level One has been received. The written grievance shall specify the specific management action or lack of action that is the cause of the grievance, the contract article or articles and sections thereof alleged to have been violated, and the remedy sought. The immediate supervisor shall have ten (10) days in which to respond in writing to the grievance.
3. **Level Three – Superintendent:** If the grievant is not satisfied with the decision of the immediate supervisor, the grievant may file the grievance in writing with the Superintendent within ten (10) days after the decision at Level Two was received. The Superintendent shall have ten (10) days in which to make a written response to the grievant. If the Superintendent determines that a hearing with the grievant is warranted, he/she shall have five (5) days from the date of that hearing to issue a written response.
4. **Level Four – School Board:** If the grievant is not satisfied with the decision of the Superintendent, the grievant may file the grievance in writing with the Board of Directors by directing all of the grievance documents to the Board secretary within ten (10) days. The Board shall conduct a hearing, unless waived by both parties,

within fifteen (15) days of the receipt of the appeal or at the next regularly scheduled Board meeting, whichever is later. The Board shall issue a written response to the grievant within ten (10) days of that hearing.

5. **Level Five – Arbitration:** If the grievant is not satisfied with the decision of the Board, the Association may submit the grievance to arbitration as follows:
  - a. **Notification and Selection:** Within ten (10) days of the date of the Level Four decision, the Association shall notify the District of its intent to submit the grievance to arbitration. If the parties are unable to mutually agree upon an arbitrator to hear the grievance, the Association shall request that the Employment Relations Board provide the parties with a list of seven (7) arbitrators from which the parties will select an arbitrator by alternately striking names until one remains. The parties shall draw lots to determine which party shall strike the first name.
  - b. **Authority:** The arbitrator will confer with the representatives of the District and Association, will hold hearings promptly, and will issue a decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board or the Association. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon both parties. All grievances shall first be processed through the grievance procedure.
  - c. **Cost:** The costs for the services of the arbitrator, including per diem expenses and the cost of any hearing room, will be borne equally by the District and the Association. However, each party shall be responsible for compensating its own representatives and witnesses.

## F. **Miscellaneous**

1. **Failure to Adhere to Timelines:** Failure on the part of the District to respond within the time limit specified for any given step shall be

considered equivalent to a negative response upon the last day allowed for a response. The grievant shall thus be free to proceed to the next step within the time limits allowed for that step. Failure of the grievant to meet the initial filing timeline or to file an appeal at any level within the timelines prescribed in this article shall result in a withdrawal of the grievance, and the District shall have no duty to process the grievance further.

2. **Confidentiality:** All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Meetings and hearings under this procedure shall not be conducted in public.

#### G. **Expedited Processing**

1. In the event the grievant/Association and District agree that a grievance is not one which the immediate supervisor has authority to act on, the parties shall bypass Levels One and Two of this process and proceed directly to Level Three. The grievance filing at Level Three shall be in writing and shall specify management action or lack of action being grieved, the contract article or articles and sections thereof alleged to have been violated and the remedy sought.
2. If the grievance is appealed beyond Level Three, the remaining levels of the grievance process shall apply as provided for herein.

## Flow Chart for Grievances

|             |                               |  |
|-------------|-------------------------------|--|
| Level One   | Informal Grievances<br>Verbal | Immediate Supervisor<br>Grievance in twenty (20) days<br>Decision in five (5) days   |
| Level Two   | Formal Grievances<br>Written  | Immediate Supervisor<br>Grievance in ten (10) days<br>(total 35 days from grievance)<br>Decision in ten (10) days<br>Appeal in ten (10) days |
| Level Three |                               | Superintendent<br>Decision in ten (10) days<br>Appeal in ten (10) days   |
| Level Four  |                               | School Board<br>Hearing in fourteen (14) days<br>(unless waived by both parties)<br>Decision in ten (10) days<br>Appeal in ten (10) days     |
| Level Five  | Binding Arbitration           |  |

## Article 4

### Association Rights

- A. The District recognizes the Association as the exclusive representative of education support professionals. The Association, by this agreement, secures the following rights:
- B. **Use of School Facilities**
1. **Buildings**—The Association and its representatives shall have the right to the use of District buildings for any reasonable purpose, providing there is no interference with any regular program. Use of buildings shall follow appropriate District processes (e.g. premise use agreement), as applicable.
  2. **Equipment**—The Association will be permitted to use District facilities and equipment, including, but not limited to, phones, typewriters, e-mail, computers, photocopiers (and other duplicating equipment), calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.
  3. **Bulletin Boards**—The Association shall have, in each building, the exclusive use of a bulletin board in each employee lounge and/or dining room. The Association and the building administrator shall mutually agree upon its location. The Association shall also be assigned adequate space on the bulletin board in the District Central Office for Association notices. The Association shall make available to the principal or supervisor of the building, copies of the material at the time it is posted. The Association shall not post any unreasonable materials, literature or any item or object that is disparaging of any person.
  4. **Mail Facilities and Mail Boxes**—The Association will be permitted to use the inter-building mail facilities and mailboxes, as it deems necessary. The Association shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments

brought against the District as a result of any District action taken pursuant to the provisions of this section.

**C. Labor Management team** – The parties agree to the formation of a labor-management team.

1. The purpose of the labor-management team is to facilitate communications between the education support professional staff and the District.
2. The labor-management team shall not have the authority to engage in negotiations, nor will it act as a substitute for the grievance procedures outlined in Article 3 of this agreement. This does not preclude the discussion of issues of concern in an attempt to avoid future grievances.
3. Each party shall appoint no more than four representatives to the labor-management team.
4. The labor-management team shall deal informally with any item brought forward by either party.
5. The team will meet once each month from September through May of each school year. Additional meetings may be scheduled by mutual agreement.
6. The Superintendent and the President of the Association will meet at mutually agreeable times.

**D. Association Business**

1. The District will grant the Association and its members a total of thirty-three (33) days paid leave for Association business with a maximum of fifteen (15) days to be taken by any one member of the Association. Release time for bargaining team members to participate in bargaining meetings with the District and release time for NWESP Grievance Committee members to represent employees at meetings called by the District are specifically excluded from this thirty-three (33) day limit. This leave may be taken in full or half-day increments. The Association will reimburse the District for substitute pay when applicable.

2. Upon request, the Board shall grant up to full-time leave to the president of the Association during his/her term of office. The president shall be allowed to continue participation in PERS and in the bargaining unit insurance group. The Association shall reimburse the District for the cost of the president's salary and benefits.
3. Employees working evening hours may attend Association meetings conducted during the evening hours with the understanding that the employee will make up the time missed from work, and the absence is approved by the employee's immediate supervisor.
4. At least one member of the Association will be invited to serve on any interview committee convened for the hiring of Education Support Professional, administrative positions and other positions, as determined by the District, that work directly with ESP staff.
5. The Association will be provided, at least one week in advance of the new employee orientation, a list of employees scheduled to attend. The Association will be allotted not less than thirty (30), nor more than one hundred twenty (120) minutes, during the orientation to meet with new employees without loss of employee compensation or leave benefits. The District and the Association will mutually agree to when in the day the Association will meet with new employees.
6. Subsequent to the new employee orientation, the Association has the right to meet with any new employee(s) within thirty (30) calendar days from the date of hire, at individual or group meetings, for a period of not less than thirty (30), nor more than one hundred twenty (120) minutes. For the duration of the meeting, participants shall suffer no loss of employee compensation or leave benefits. The meetings shall be at a time and place set by the Association, provided that the meetings do not interfere with the District's operations.
7. The District shall provide the Association, including designated OEA staff, reasonable access to members. For purposes of members of the Association who are not new employees, reasonable access includes, but is not limited to:

- a. The right to meet with members during the members' regular work hours at the members' regular work location to investigate and discuss grievances, workplace-related complaints and other matters related to employment relations.
- b. The right to conduct meetings at the members' regular work location before or after the members' regular work hours, during meal periods and during any other break periods.
- c. The Association may hold the meetings described in this section at a time and place set by the Association, provided that meetings do not interfere with the District's operations.

**E. Information**

1. Upon request of the Association President, the Board agrees to furnish to the Association all information necessary for its functioning as the exclusive bargaining representative.
2. The District shall notify the Association President(s) of the following personnel actions: job openings, transfers, hires, resignations and retirements within a reasonable period of time following the action.
3. The Association shall provide the District with the name of each worksite Association representative who has authority to act on the Association's behalf at that worksite, including representing bargaining unit employees in employment actions, grievances and the routine conduct of Association business.

**F. Dues Deduction**

1. The employer will deduct dues, fees, and any other assessments or authorized deductions to the union in accordance with the payroll-deduction authorizations signed by members and provided to the union. The union will provide the employer with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The employer shall rely on the list to make the authorized deductions and to remit payment to the Association.
2. Dues deductions for employees who join the Association after the commencement of the school year shall be prorated on a twelve-month proration schedule.

3. The amount of Association dues and any other voluntary Association contributions withheld shall be remitted to the designated Oregon Education Association office each month together with a reconciliation, in editable digital format, of the amount remitted that reflects any changes in Association membership that may have occurred during the respective month. The amount of local Association dues withheld shall be remitted directly to the treasurer of the local Association.
4. The Association shall notify the District in writing when a bargaining unit member should no longer have dues deducted. The District shall effect this change on the next practicable pay date following such notification.
5. The District and the Association shall exchange relevant employee data, including information regarding any changes in employment status, such that the Association may maintain an accurate record of all members of the bargaining unit.
6. Each year, at or near October 1st, February 1st and June 1st, the District shall provide to the OEA Membership Specialist a report, in editable digital file format, of each employee in the bargaining unit (both active members and non-members) that includes the employee's name, last four digits of their employee ID, date of birth, date of hire, FTE, job classification or title, PERS classification, worksite, position on the salary schedule, home address; cellular, home and work telephone numbers; work and personal email addresses. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire. The provision of the above information on the agreed upon dates shall be deemed to satisfy the requirement to provide information every 120 calendar days for employees in the bargaining unit who are not newly hired employees.
7. The Association agrees to indemnify, defend and hold the District harmless from all claims, suits, orders or judgements against the District relating to the provisions of this Article. The District agrees to provide the Association timely notice of any claim and to cooperate fully with the Association in the defense of any action. The obligation of the Association under this section does not extend to criminal acts or any conduct by the District that would constitute an Unfair Labor Practice.

## Article 5

### Member Rights

- A. The Association recognizes the right of the Board to establish and enforce rules and regulations not in conflict with this agreement and discipline members. No employee will be disciplined or dismissed without due process.
  
- B. For the purpose of this Agreement, due process shall consist of prior written notice of the charges against the member together with the opportunity to respond. Due process shall also include the right of the member to review the statements of witnesses, documents and investigative reports assembled by the District upon which the action being sought is based.
  - 1. The District shall provide employees' notice of performance and conduct expectations as outlined in job descriptions and Board policy.
  - 2. Prior to administering discipline, the District shall investigate alleged conduct and prove that the employee has engaged in the misconduct charged based on evidence obtained during the investigation.
  - 3. The District shall utilize progressive discipline, with the understanding that some offenses are so severe that progressive discipline is not necessary.
  - 4. This Section does not apply to probationary employees.
  
- C. Members may be discharged for the following reasons:
  - 1. Insubordination—willful defiance of a lawful order or directive by the employee's supervisor;
  - 2. Unsatisfactory or inefficient job performance which has been previously documented by the District and communicated to the employee through written directive or the evaluation procedure;
  - 3. Use of alcohol or drugs or other activities which interfere with the employee's ability to carry out their duties;

4. Misconduct—defined as conduct which a “reasonable person” would find grievous in nature.
  5. Willful or reckless violation of published District policies, rules or regulations, including rules or directives established to ensure safety.
  6. This section does not apply to probationary employees.
- D. Employees may file a grievance to resolve disputes over discipline or discharge by complying with the Grievance Procedure.
- E. Prior to convening any meeting, which the District knows in advance, may adversely impact an employee’s position, employment or salary, the affected employee will be given twenty-four (24) hour written notice. Employees have the right to an Association representative at such meetings.
- F. Upon request, the District shall provide the Association all evidence relied upon to levy discipline.
- G. Employees whose personal effects, such as purses, wallets or similar items, are stolen or vandalized while at work shall be reimbursed by the District subject to the following conditions. Reimbursement will be made only if the employee is not provided with any lockable storage space in their classroom or workspace to secure personal effects. The employee must make any appropriate reports to the police department and claims to their personal insurance company. The maximum liability for reimbursement from the District shall be two hundred fifty (\$250) dollars per incident, with a maximum liability for cash loss of fifty (\$50) dollars. Members who have hearing, vision or other prescribed medical devices damaged resulting from the physical management of student behavior shall have them repaired or replaced with items of equivalent value at District expense, after the application of any available insurance benefits.

## Article 6

### Official Personnel Records and Evaluation

- A. The District shall maintain employee personnel records and other records as required by Oregon Law for each employee. This file shall contain materials relevant to the employee's employment.
- B. Official personnel records of any employee in the bargaining unit shall be maintained in the District's personnel files. Given reasonable notice, employee's personnel records shall be available for inspection upon request by the employee, the employee's designee, or authorized District personnel. An employee shall have the right to attach a written statement of explanation to any material that the employee believes to be incorrect or derogatory.
  - 1. An employee's immediate supervisor may maintain a building or working file. The contents of this working file shall be available to authorized District personnel, the employee, or the employee's designee unless otherwise required by law. Working files will be reviewed by the Human Resources Department prior to the transfer of those files to an incoming supervisor if requested by the Association.
  - 2. The District will maintain all material related to its investigation of an employee, which formed the basis for District action, in a confidential employee investigatory file.
  - 3. Any information which forms the basis for disciplinary action against an employee shall be placed in the employee's personnel file under Article 6(D).
  - 4. The District maintains a permanent record of investigations conducted for liability purposes.
- C. **Confidentiality**
  - 1. Employee personnel records shall be considered confidential by Board Policy and as permitted by law. Access to these records shall be limited to employees authorized by the District, the employee or the employee's designee. The District will take the necessary steps to ensure the physical and electronic privacy of all personnel records.

2. Investigatory files are District confidential records regarding potential employee misconduct. If the investigation results in the District considering disciplinary action, any record forming the basis for District action shall be placed in the employee's regular personnel file and is available to the employee or the employee's designee.
3. Administrative working files are considered confidential files to the extent permitted by law and access to records shall be limited to employees authorized by the District, the employee or the employee's designee.

**D. Employee Rights**

1. Employees have the right to review the contents of their personnel records and working files and to receive a copy of any documents contained therein.
2. An employee may have representatives of the Association present with him/her to review his/her personnel file or working file.
3. Material related to an employee's evaluation, or material that is derogatory toward an employee, will not be placed in their personnel file until the employee has been given a copy and had the opportunity to affix their signature to the file copy. The signature or initials signifies receipt of copy only and the employee is permitted to write a response to any material in the file and have it attached to the material in the personnel file.
4. Material and/or evidence forming the basis for discipline or discharge shall be placed in the employee's personnel file at the time of the discipline or discharge.

**E. Employee Evaluation.** All employees will be evaluated in compliance with Board Policy. The employee's evaluation shall be based on the employee's job description and shall be conducted no less than biennially.

1. **Goal setting:** The employee and supervisor may set goals for performance, professional growth, or review and select District goals for the employee's professional improvement.
2. **Job description:** The employee will receive a copy of the written job description which forms the basis for the employee's evaluation.

3. **Evaluation:** The employee will be given a written copy of the summative evaluation report and an opportunity to discuss the evaluation with the supervisor.
  - a. The employee may attach a written response to any evaluation document in their personnel file.
  - b. Supervisors may solicit input from administrators and/or direct co-workers of the employee being evaluated.
4. **Evaluation review:** If the employee has met with his/her supervisor to discuss their summative evaluation, the employee may schedule a follow-up meeting with the supervisor to review their evaluation and they may have a representative of the Association present with him/her. Upon request, the District will provide an interpreter for their second language employees during the evaluation process.

F. **Plan of Assistance.** Where an employee demonstrates significant performance deficiencies the District may place the employee on a Plan of Assistance (PA).

1. PA means a written plan developed to correct the employee's unsatisfactory performance.
2. The plan shall include:
  - a. **Deficiencies:** Written statement of the deficiencies, including evidence of substandard performance.
  - b. **Action:** sets forth specific expectations and corrective steps the employee must take to correct his/her performance.
  - c. **Assistance:** the plan shall delineate specific assistance to be provided by the District and activities, if any, the employee shall participate in. The employee and/or the employee's designee shall be given the opportunity to provide input on the type of assistance to be provided.
  - d. **Timeline:** Establishes a timeline for improvement which shall not be less than thirty days nor more than ninety days and will include a meeting during the PA to discuss the employee's progress on the PA. The timeline for

improvement begins when the employee receives the written PA.

- e. Assessment: Establishes the written criteria the employee must meet for success on the PA.
  - f. Consequences: States clearly the range of consequences for failure to meet performance expectations on the PA.
3. Plan of assistance is not a disciplinary action. PA's are part of the employee evaluation for the District.
  4. Grievance: After an employee is notified of their placement on a PA, grievance timelines are tolled and no grievance shall be filed until the completion of the PA.

## **Article 7**

### **Employment Practices**

#### **A. Job Postings**

The District will notify the Association membership all job openings in the following manner:

1. When the District determines the need to fill an open position, the District will notify the President of the Association and place notice of the open position on the District website.
2. Current members interested in a posted position shall send, at a minimum, an online intra-district application and a letter of interest for the position. The District will interview those members that apply for and meet the minimum qualifications for the position. If a member does not qualify for an interview, the District shall explain to the member in writing why they were not considered for the position.
3. Any open position announcement must be posted at least seven (7) days before the position is filled except in cases where the Superintendent or his/her designee determines the need for immediately filling the position. The Association President will be notified in such cases of immediate selection.

#### **B. Assignments and Transfers**

##### **1. Assignments**

- a. An assignment refers to the classified unit position in which an employee is placed. A position shall include the classification, rate of pay, hours per day, days per work year, supervisor and worksite to which the employee is assigned.
- b. All employees will be given written notice of their anticipated assignments for the forthcoming year no later than May 30.

## 2. Transfers

- a. A “transfer” shall mean a change from an employee’s current assignment to a different worksite in the same job classification.
- b. A “voluntary transfer” is one in which an employee requests, and is selected, to be assigned to a different worksite. Any employee desiring to transfer voluntarily to another assignment for the subsequent year may submit a written request to the District office on or before May 1.
- c. A member involuntarily transferred to a different work site may visit the new work site prior to the effective date of the transfer.

## C. Reclassification of positions

1. **New Positions.** In the event a new position is created, the District will establish a tentative placement on a salary range and shall notify the Association of this placement, together with a copy of the job description. The District will meet upon request and then engage in good faith bargaining with the Association under ORS 243.698 for the purpose of determining the range placement, and any agreement reached shall be retroactive to the date the new position was first filled. Failure of the Association to request bargaining of the salary for the new position shall result in the employee being placed in the salary range determined by the District for the duration of this Agreement.
2. **Current positions.** From time to time it may be asserted by either a member, the Association or the District that the duties performed by the member are beyond the scope of the job description for the current classification. The process to petition for a determination as to whether the position should be reclassified to a higher classification is as follows:
  - a. At the request of the Association, the District shall provide relevant job descriptions for each classification.
  - b. The petitioner shall submit a completed official position description form and written explanation for the reclassification request to the District.

- c. The District shall have thirty (30) calendar days after receipt of the request to review the affected job descriptions, investigate the merits of the request, make a determination and notify the member of the outcome.
- d. If the reclassification is granted, the member currently employed in the position shall continue to be employed in the new position.
- e. Reclassifications shall not be retroactive, the effective date of the reclassification shall be the first day of the month following the month of determination.
- f. Denial of a petition for reclassification is not subject to the grievance procedures of Article 3 of this agreement.

3. **Modified Positions.** In the event the Association or District believes that an employee's duties and/or level of required skill and ability have been changed so significantly as to make the salary range placement inappropriate for the position, the Association or District will notify the other party of (1) the changes that require re-bargaining the range placement, and (2) the proposed modified range placement.

4. If the duties and/or level of required skill and ability of the position have changed so significantly as to constitute a new issue for bargaining under ORS 243.650 et seq. (the State's Collective Bargaining law), the parties shall meet and bargain over the appropriate range placement. The effective date of any change in salary range will be determined by the agreement reached between the parties.

D. **Working out of Classification.** Employees temporarily assigned to perform the duties of a higher classification shall be paid an additional five percent (5%) or at the lowest step of the higher classification, whichever is greater, for each hour worked in that capacity beyond three consecutive days of service in the higher classification.

E. **Resignations.** Employees shall provide the District with two weeks advance notice of resignation. Such advance notice requirement may be

waived at the discretion of the District. The employee's resignation becomes effective when accepted by the Superintendent.

**F. Probationary employees.**

1. Every new employee hired into a position in the District will serve a probationary period of one-year (12 months). The District has the right to terminate probationary employees at any time during the employee's probationary service for any reason deemed in good faith sufficient.
2. Bargaining unit members hired into a different job classification shall serve a probationary period of ninety (90) days in the new classification (excluding reclassification due to changes in job description). Employees failing to meet performance standards in the new position will be returned to their former position or a position in the same classification.
3. At approximately the mid-point of the probationary period, the member will be given an informal performance review.

**G. Fingerprinting.** Employees required by law to be fingerprinted as a condition of employment are responsible for payment of all required fees. The District will assist employees in meeting this obligation, by providing fingerprint cards and information about where fingerprints are processed.

**H. Reasonable accommodation.** During conferences to determine whether reasonable accommodations can be made to a member's job duties in consideration of his/her restrictions, the member may be accompanied by Association representative(s).

**I. Testing/Examination**

1. Any employee to be placed in a position that involves physical labor may, at the District's discretion, be required to pass a physical examination.
2. Any employee to be placed in a position that involves job specific skills may, at the District's discretion, be required to pass an examination designed to measure the necessary skills for the position, i.e., typing, word processing, spreadsheets, etc.

- J. **Post injury or accident drug testing.** The District, at its sole discretion, may require any employee involved in an accident or suffering an injury on the job to present themselves to a medical facility of the District's choosing for drug testing. Time is of the essence in proper testing; failure or refusal to report promptly for scheduled drug testing shall be grounds for discipline up to and including possible discharge.
- K. **Reasonable suspicion drug testing.** If a trained supervisor or administrator has reasonable suspicion that an employee is under the influence of alcohol or drugs during work time, the supervisor will, in a timely manner, transport the employee to a qualified facility for drug/alcohol testing, at the District's expense. With the consent of the employee, an Association representative shall be allowed to accompany the employee to the testing facility.

### 1. Definitions

- a. Reasonable suspicion. "Reasonable suspicion" must be based on specific contemporaneous, articulable observation concerning the appearance, behavior, speech or body odors of the employee.
- b. Restricted period. A "restricted period" means any time the employee is entitled to compensation from the District pursuant to a provision of this agreement, or any school sponsored activity or event where they have responsibilities.
- i. Or when acting as a designated District representative in a paid or non-paid capacity on someone else's property.
- ii. Or any time an employee is operating a vehicle or equipment owned or leased by the District (whether or not the employee is entitled to compensation from the District pursuant to a provision of this agreement for such time).
- c. Drug. "Drug" means marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, phencyclidine (PCP), any illegal substances, and any substances regulated by the Department of Transportation (DOT) for employees subject to DOT regulations.

- d. **Positive Test Result.** A “positive test result” means: a verified positive drug test result as set forth in the DOT Drug and Alcohol Testing Program (49 C.F.R. Part 40); an alcohol test performed in accordance with the procedures set forth in the DOT Drug and Alcohol Testing Program with a result indicating an alcohol concentration of .02 or greater; refusal to test as defined in the Department of Transportation’s (“DOT”) Drug and Alcohol Testing Program.
2. **Disciplinary Penalties.** Any employee producing a positive drug or alcohol test or refusing to submit to drug or alcohol testing may be subjected to discipline up to and including possible discharge. The parties recognize, however, that a positive drug test for marijuana metabolites alone may not be sufficient to demonstrate that an employee was under the influence during work time or otherwise subject to disciplinary action.
3. The conviction of an employee for any felony, a legal element of which requires proof of the possession, sale, use or distribution of a drug, shall constitute cause for discharge, whether or not such felony occurred during work time.

**K. Use of medications**

Prior to any drug or alcohol test being performed, the District shall give the employee being tested an opportunity to report, in writing, any medication that the employee is taking which may affect the test results. If the employee is taking medication in conformity with the lawful direction of the prescribing physician or a non-prescription medication in conformity with the manufacturer’s specified dosage then a positive test result consistent with the ingredients of such medication shall not constitute cause for discipline or discharge. The District may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.

## **Article 8**

### **Complaint Procedure**

#### **A. Definition**

A complaint is a negative remark or criticism made in writing against an Association Member. It is the intent of this Agreement to provide a complaint procedure that will handle such complaints expeditiously and fairly.

#### **B. Procedural Requirements**

1. A conference between the administrator and the member shall be held within ten (10) business days of the District's receipt of the written complaint. If the tenth working day referred to above occurs on a Monday, the timeline to hold the conference will automatically be extended to eleven (11) working days. The complainant shall be identified. The member may bring an Association representative, if desired. A written copy of the complaint shall be made available to the members at that meeting. The member will be allowed to present a response to the allegation contained in the complaint.
2. Following the meeting described in B(1) above, the administrator shall advise the member of the disposition of the complaint within ten (10) business days, including whether any disciplinary action will be forthcoming.

C. Complaints that are not made in writing to the administrator may be reduced to writing by the administrator. Such complaints, once reduced to writing by the administrator, shall satisfy the requirements of this article so long as the complainant is identified and the complaint has been signed by either the administrator or the complainant.

D. Any complaint which the administrator or supervisor chooses not to discuss with the member or which is not discussed within the required time shall not be considered in the member's evaluation and shall not be used against the member in any subsequent action by the District, except in situations where subsequent complaints are received that indicate a pattern or practice of behavior. In such situations, prior complaints may be

referenced and may support discipline or negative evaluation so long as the employee has been notified of the complaints.

- E. The member shall have the right to provide a written response to any complaint for placement in his or her personnel file.
  
- F. The procedures set forth in this article shall not apply in situations in which a law enforcement agency has initiated an investigation into the same matter as is contained in the complaint, or for the period of time in which the employee who is the subject of the complaint is on an approved leave. The District will notify the Association in the event that it has referred a matter involving a bargaining unit member to law enforcement, unless either law enforcement or the member instructs the District to withhold notification.

## Article 9

### Seniority, Layoff and Recall

#### A. Seniority

Defined as an employee's continuous length of service in a regular position from the most recent date of hire. Continuous is defined as uninterrupted service in a regular position. Seniority shall be computed and accrued based on the first day of actual work with the District in a regular position. Ties relating to seniority shall be broken by drawing lots. Seniority shall continue to accrue during approved leaves of absence of six months or less, unless required by law (e.g. military, worker's compensation). Employees on approved leaves of absence of more than six months shall not accrue seniority. Approved leaves shall not be considered to interrupt continuity of employment.

#### B. Layoff

1. **Layoff:** Layoff is a reduction from a higher division position to a lower division position, or the elimination of a position entirely.
2. **Determination of reduction:** If the District determines the need for a layoff within its education support professional work force, the district will notify the Association not less than thirty (30) calendar days in advance of the Superintendent's reduction proposal to the Board. Within seven (7) calendar days from the time the Association is informed of the proposed layoff(s), the Association may notify the District in writing of its concerns with the proposed layoff(s). After such notice, the Association and the District will meet to review all data about the need for the layoff, plan for implementation and discuss alternatives to the proposed layoff(s). Prior to the meeting, the District shall provide the Association with all requested relevant information.
3. **Notice to employees:** The District will notify the Association and the affected employee that the Board has authorized a layoff, at least thirty (30) days in advance of the effective date of the layoff.
4. **Reservation:** The District reserves the right to determine positions to be eliminated.

5. Divisions shall be defined as follows:
  - a. Division 1 – 3.99 hours or less
  - b. Division 2 – 4 to 6.49 hours or less
  - c. Division 3 – 6.5 to 8 hours
  
6. **Bumping:** Employees who are reduced may bump within their classification or to a lower ranking classification within their classification group where they meet the qualifications as determined by the job description, and have demonstrated ability, capacity or skill. Bumping must be within the affected employee's current division (Article 9(B)(5) above) or to a lower division. No employee has the right to bump into a higher division.
  - a. An employee given an initial notice of layoff can either accept the layoff or he/she can exercise seniority bumping rights. A request to bump must be made within three (3) business days of receipt of the layoff notice. The bumping right can be exercised to assume the position of the least senior employee who holds a position in the affected employee's classification. If there is no less senior employee within the affected employee's classification, he/she may bump the least senior employee in the immediately lower classification (and each lower classification in turn) in the same classification group, provided he/she has greater seniority and the requisite skills and qualifications to do the job. For example, if a Maintenance III position were reduced, the displaced employee could bump into a Maintenance II, Maintenance I or Courier position held by a less senior employee. Classification groups are set forth in Appendix B.
  - b. An employee who is displaced as a result of being bumped under this Article may also use his or her seniority in the same manner to bump the least senior employee in the next lower classification within the classification group provided he/she has the skills and qualifications to do the job.
  - c. Employees who are to be laid off may not bump employees with less seniority in higher ranking classifications within the classification group; or in higher divisions; or in positions outside their classification group.

- d. In order to bump, the employee must have the ability, capacity and skill to perform the job and must demonstrate the ability to perform all job functions within twenty (20) working days from the date he or she assumes the job duties. If, after twenty (20) working days, the employee cannot perform the duties of the lower ranked job in a satisfactory manner, the employee may, at the discretion of the District, either be given additional time for training and job mastery or be laid off. If he or she is laid off, the District will fill the job either by recall of an employee who was laid off from a higher ranked position within the classification group or by recalling the employee who was bumped out of that position. In the event there are no qualified individuals on the recall list, the District may fill the position using its established hiring practices.
- e. The employee who bumps into a lower ranked classification shall be paid according to the salary schedule for that classification and will be placed at the same incremental step held in his or her previous classification.

**C. Recall**

- 1. The District will recall employees in inverse order of their layoff, using the same criteria as set forth in this article.
- 2. The right to be recalled shall continue for twenty-seven (27) months following the employee's last scheduled work day, unless the employee has resigned in writing or is deemed to have resigned under Article 9(C)(3) below.
- 3. Notice of recall shall be delivered to the employees in writing, either by hand delivery or certified mail. An employee shall have three (3) business days from the date the District is aware that the notice of recall was delivered, to notify the District of their intent to return to work. He or she must thereafter report to work on the starting date specified by the District or lose all recall rights. The specified starting date shall not be less than 10 business days from the date of the recall notice. The employee will be deemed to have resigned for failing to notify the District of his/her intent to return to work within three (3) business days of the receipt of a recall notice.

4. All benefits to which an employee was entitled at the date of reduction, including unused, accumulated sick leave will be restored to the employee upon the employee's return to active employment and the employee will be placed on the proper step of the Salary Schedule for the employee's current position, according to the employee's experience.
5. Employees covered by this Article will be given consideration for work as a substitute; which will not affect the employee's recall rights.
6. Those wishing to remain on the District's recall list are responsible for ensuring that the District has record of their current mailing address.

**D. Insurance**

1. Members laid off under this Article before the completion of their scheduled work year shall be entitled to insurance benefits provided under Article 13 until the end of the calendar month following the month in which the effective date of the layoff occurs (e.g. laid off anytime in March, member would have insurance through the end of April). This section also applies to members with scheduled work calendars exceeding two hundred twenty (220) days, without regard to the completion of their scheduled work year.
2. Members with scheduled work calendars of two hundred twenty (220) days or less that have completed their scheduled work year prior to, or concurrent with, the effective layoff date shall be entitled to insurance benefits provided under Article 13 until the earlier of, the ensuing September 30, or, the member receiving insurance benefits from an employer other than the District.
3. At the expiration of District provided insurance coverage outlined in Article 9(D)(1) or (2) above members will be offered continuation of health insurance coverage under the Comprehensive Omnibus Budget Reconciliation Act of 1985 (COBRA) at their own expense.

## Article 10

### Calendar and Work Schedule

- A. **Work Hours and Work Week** The employee's work hours and work week will be as follows:
1. The regularly scheduled work week will begin at 12:01 a.m. on Sunday and conclude at 12:00 a.m. on Saturday. The regularly scheduled work week will not exceed forty (40) hours per week. By mutual agreement between the employee and the supervisor, employees may work four (4) ten (10) hour days.
  2. **Work Year:** The District will notify employees annually the number of days they will be assigned to work. The District will notify employees in advance if changes to the work year will be made during the work year.
  3. **Work Week:** The District will assign employees work week based on the needs of the District. The District will notify employees in advance if changes will be made to the employee's assigned work week as soon as practical. Minor adjustments are not considered changes within the scope of this provision.
  4. **Overtime:** All employees of the District eligible for overtime compensation shall be compensated as provided below, only when the employee has obtained prior authorization where possible from his/her immediate supervisor to work overtime. Overtime compensation will be made in one of two ways upon the recommendation of the supervisor and the approval of the appropriate District-level administrator:
    - a. Overtime pay: Authorized work in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for every hour actually worked in excess of forty (40) hours per week, or
    - b. Compensatory time off: With mutual agreement of the supervisor and the employee, employees working in excess of (40) hours per week may receive compensatory time off at the rate of one and one-half (1 ½) hours for every hour worked in excess of forty (40) hours per week in lieu of overtime pay. Compensatory time may be accrued to a maximum forty (40)

hours. Unused compensatory time at June 30 of each year will be paid at the employee's then regular rate of pay.

- c. Working beyond assigned hours: Any work performed beyond an employee's normally assigned hours, but less than forty hours per week, shall be paid at the employee's regular rate of pay. The employee and supervisor may agree to "flex" these excess hour(s) to reduce normally assigned hour(s) within the same pay period. Flex time earned and used shall be indicated on the employee's timesheet. Time worked beyond an employee's normally assigned hours shall be specifically authorized by the employee's supervisor.

5. **Lunch and Rest Periods.** The following shall govern employee lunch and rest periods.

- a. Each employee shall receive a fifteen (15) minute break between two hours and four hours into their shift. Such break shall be as close to the midpoint of the work period as is practicable as determined by the immediate supervisor. There will be a maximum of two fifteen (15) minute breaks in any eight-hour period.
- b. Each employee who is scheduled to work more than five (5) consecutive hours, excepting drivers, shall receive an uninterrupted and non-paid lunch period of at least one-half (1/2) hour. Such time shall be as near as practicable to the midpoint of the assigned workday.
- c. Employees working overtime will receive an additional fifteen (15) minute break for each two to four hours of overtime worked—a maximum of two, fifteen (15) minute breaks in any eight hours of overtime.

B. **Holidays.** Employees shall be awarded holidays as follows:

- 1. New Year's Day
- 2. Veteran's Day
- 3. Thanksgiving Day
- 4. Memorial Day
- 5. Labor Day
- 6. Independence Day

7. Christmas eve
  8. Christmas Day
  9. Martin Luther King Day
  10. Presidents Day
- C. Any member whose scheduled work year includes a holiday listed in section B above shall be entitled to holiday pay for that day.
- D. Employees shall be compensated for the holiday on the basis of their full time equivalency (FTE).
- E. **Vacation.** All employees scheduled to work more than two hundred fifty-five (255) days per year shall be entitled to vacation based on the following schedule:
1. Vacation shall accrue on an annual basis and be credited on July 1 of each year.

|             |         |
|-------------|---------|
| 1-5 yrs.    | 10 days |
| 6 yrs.      | 11 days |
| 7 yrs.      | 12 days |
| 8 yrs.      | 13 days |
| 9 yrs.      | 14 days |
| 10-14 yrs.  | 15 days |
| 15- 24 yrs. | 20 days |
| 25 yrs.     | 25 days |

2. Probationary employees scheduled to work more than two hundred fifty-five (255) days per year shall not use accrued vacation days during the first six (6) months of their probationary period.
3. Upon termination of employment for any reason, employees shall be paid for all unused vacation days accrued through his or her last day of work. The District is entitled to recover vacation days used but not earned prior to termination.
4. Members shall schedule their vacation time with their immediate supervisor. The District reserves the right to deny an employee's vacation selection when more than one employee in the department

or classification has requested the same week of vacation, if the absence of the employee would interfere with the reasonable operations of the District, or a good faith reason. The District has the final decision on vacation scheduling. The reasons for denial of any vacation request shall be provided to the employee in writing. Members may request to carry over vacation time by requesting in writing that the Superintendent authorize vacation carryover. Vacation carryover is at the sole discretion of the superintendent. Members shall be paid for all unused accrued vacation time no later than June 30, excepting therefrom, any vacation time that has been approved for carryover under this section.

F. **Emergency Closures.** The following shall govern emergency closure operations in the District:

1. On days when the District is closed due to adverse weather, employees will not report to work unless requested to do so by the District. Employees will be paid for up to five (5) adverse weather closure days per school year. Cumulative closures during any school year in excess of five (5) days will be unpaid. The District reserves the right to make up any or all adverse weather related school closure days. Employees will not be paid for any make-up days for which they have already been paid. Make-up days beginning with the sixth day will be paid at the employee's regular rate of pay.
2. In the event of a facility failure in one or more buildings that renders them unsuitable for use, the District reserves the right to relocate staff and students to an alternate location. Members will suffer no loss of pay during the closure.
3. On days when the opening of school is delayed due to adverse weather, employees are expected to report to work as close to the normal reporting time as possible, but not later than their regular reporting time plus the period of delay. Employees will be paid their regular hours for days when there is a delayed opening or early closing because of adverse weather.
4. The District reserves the right to reschedule cancelled days or hours for employees who were not required to report, even if student days or hours are not rescheduled.
5. Employees that are requested by their supervisor to work during adverse weather closure days shall be paid at their regular rate of pay for hours worked during the closure, in addition to any compensation earned under Article 10(F)(1) above. In the event that any such

employee, with supervisor approval, reports to work during any adverse weather closure day beyond the fifth such day of each school year he/she will be compensated at twice his/her regular rate of pay for any hours worked on those days

6. Each building may designate not more than two employees to report to work during a late start closure, these employees shall receive an hourly differential of two dollars (\$2.00) per hour for hours worked during the length of the actual closure
7. If an employee cannot get to work due to weather conditions or other causes, the District reserves the right to provide transportation.
8. If the District proposes to adjust the District's calendar as a result of adverse weather closures, the District and Association shall meet to discuss the proposed changes, the effect on Association members and any needed contractual adjustments.

# Article 11

## Transportation

- A. **Regular Bus Drivers:** The District will assign bus driving routes in August prior to the beginning of the school year, or at any time during a school year when an established route is vacated. Drivers shall have the opportunity to bid for any established route, and a driver's experience, training and seniority shall be considered in awarding route assignments
- B. **Routes created or vacated during the year:** When a new or existing route becomes available during any year, the District will first consider any adverse impact on students and/or disruption to current route assignments. Drivers interested in being assigned to any newly available route shall notify the transportation supervisor in writing. The District shall consider a driver's experience, training and seniority in awarding route assignments.
- C. **Special Needs Student Bus Drivers:** Drivers transporting students with special needs shall bid separately from regular drivers for driving assignments.
- D. **Activity Trips:** An activity trip is defined as those trips outside of regular home to school routes and school to school runs within the District.
  - 1. If a scheduled activity trip is cancelled and the District is unable to alter the schedule, or to re-assign the driver to other driving duties, the driver will be compensated for two hours pay for trips scheduled for one hundred miles or less, or six hours pay for trips exceeding one hundred miles. This section does not apply to route drivers that have been assigned a trip under section F below.
- E. Drivers wishing to participate in activity trips may sign up for the activity trip board. Assignments shall be made on a rotating basis unless such assignment shall create a loss of pay for the employee or a significant disruption to the transportation schedule. The activity trip board shall be posted in an employee accessible location. The District may hire substitutes to alleviate conflicts in the schedule. Route drivers, released from their regular route in order to take a scheduled trip shall receive no less than their regular route pay; however, the District reserves the right to assign the trip to the next person in the rotation if overtime exceeding three hours would result. In the event no regular route drivers are available, the District may hire a substitute.

- F. **Cancellation:** If a trip is cancelled on the day of the trip or after the driver has given up their regular assignment for the day, the driver shall receive their regular shift pay for the time they would have been assigned to work on the day of cancellation. Drivers may be assigned other duties during the day of the cancelled trip within the job description of the driver.
1. A cancellation shall not alter the driver's position in the trip driving rotation and he/she will be assigned the next available unscheduled trip.
  2. Cancellation on non-work days. On days a trip is cancelled on the non-work day and the driver reports or is not notified at least eight hours before the trip, the driver shall receive two hours of call-out pay at their regular rate of pay.
- G. **Compensation:** Drivers shall be paid according to the salary schedule and job classification.
1. Duty time is any time when the Driver is responsible to be available to drive the bus or is assigned a duty directly related to the care and upkeep of the bus, including supervision of the bus. A period of one hour or less between duty assignments (routes, trips, etc.) shall be considered as duty time and shall be compensated at the regular rate. A period of time exceeding one hour is not duty time and shall not be paid.
  2. Layover time shall only apply to out of town trips and is defined as non-driving time where the driver is not required to fulfill a responsibility. Layover time shall not be paid.
  3. The District will reimburse the cost of a newly obtained commercial driver's license to new employees after the completion of six months of satisfactory employment with the District.
  4. Drivers will be compensated during any delayed opening or early closing resulting from adverse weather in accordance with Article 10(F)(3).
- H. **Driver Training.** Regular and Special Needs drivers shall be compensated at their regular rate of pay for mandatory driver training provided by the District.
- I. **Advisory Committee:** The Association and the District may form an advisory committee to recommend Transportation policies and procedures to the Administration and Board. If such a committee is formed it shall be

comprised of three representatives of the Association and three representatives of the District.

- J. It is expressly understood that the District, in limited circumstances, may allow other bus services for athletic trips and music competitions when no district funds are involved or when a District vehicle is unavailable.

## Article 12

### Leaves

The following shall govern paid and unpaid leaves in the District:

- A. **Jury Duty and Subpoena for Court Appearance:** Leave of absence may be authorized for jury duty or under subpoena as a disinterested witness. There will be no reduction in pay for absences as described above, on the condition that any fees received for services performed during working hours shall be given to the District. The employee shall also return to work if released before the end of his/her regular shift and more than two (2) hours remain in the employee's shift.
- B. Necessary paid leave time will be granted in any legal proceeding connected with the employee's employment or in any other legal proceeding connected with the school system if the employee is required by law to attend, provided the employee is not appearing on behalf of an action adverse to the District's interests, or to which the District is a party in interest to the proceeding. As a condition of receipt of his/her regular pay, the employee shall give the District all appearance fees received.
- C. Immediate family member as specified in Article 12 shall be defined to include:
  - 1. Spouse or domestic partner of employee
  - 2. Children, foster children, grandchildren, grandparents of employee or spouse.
  - 3. Mother, father, brother, sister of employee or spouse.
  - 4. Step relatives of previously defined immediate family members.
  - 5. Other persons who are living in the employee's house as a family member.
  - 6. Any individual who acted in loco parentis to the employee or his/her spouse.
  - 7. Any individual for whom the employee acted in loco parentis.

- D. **Bereavement:** Bereavement leave with pay shall be allowed for the hourly equivalent of up to five (5) scheduled work days per occurrence, to a maximum of ten (10) scheduled work days per year, for the death of any immediate family member. The superintendent may approve bereavement leave in excess of two occurrences in any one year at his/her sole discretion.

**Non-family bereavement leave:** one-half day of bereavement leave will be granted on no more than two occasions each year in the case of the death of a friend or a relative who does not fit the immediate family descriptions in Section C of this Article.

- E. **Emergency Leave:** Paid emergency leave, not to exceed the number of hours equivalent to three (3) scheduled work days, may be granted to an employee to handle serious and unforeseen circumstances that call for immediate action and cannot be taken care of outside the employee's normal work hours. In so far as practical, a request stating reasons for the leave is to be given in writing twenty-hour (24) hours before the leave. Requests shall be directed to the building administrator or supervisor for his/her recommendation and forwarded expeditiously to the Superintendent or superintendent's designee for final approval. Emergency leave will not be granted for employees who have other paid leaves available. General policies to be applied in the granting of emergency leave are as follows:

1. An employee requesting leave due to illness of members of his or her immediate family, where in his/her absence the family member will be left alone and unable to care for him/herself if the employee reported to work. The District may allow one (1) day of emergency leave on the basis that in one (1) day arrangements can be made in most circumstances for care of the sick or injured family member.
2. In cases of sickness or injury of members of the immediate family that result in emergency medical treatment one (1) day of emergency leave may be granted.
3. In case of sickness or injury of immediate family where death is imminent, emergency leave may be granted for a maximum of three (3) days.
4. For a catastrophe on the employees' personal or real property such as fire or flood damage to home, one (1) day emergency leave may be

granted.

5. In the case of a child born to wife or dependent child living in the employee's home up to two (2) days emergency leave may be granted.
6. At the request of the member and subject to the approval of the Superintendent or the superintendent's designee, paid days in excess of three (3) may be granted at the District's sole discretion.

F. **Unpaid medical leave.** A member who has been employed by the District for at least one hundred eighty (180) consecutive calendar days and who has exhausted all of his/her accumulated paid leaves may, at the sole discretion of the District, be granted an unpaid leave of absence of up to six (6) months for personal medical reasons. The member may be required to submit a physician's statement indicating the leave is medically necessary and that, in the opinion of the physician, the member will be sufficiently recovered to return to work at the end of the leave period.

G. **Leave without pay.** An employee may be allowed up to twelve (12) months leave without pay with the approval of the Superintendent or superintendent's designee. Upon returning to work, the employee will be placed as nearly as possible in the same position that he/she left, in accordance with the then current Collective Bargaining Agreement. Staff on leave must notify the District Office by April 1<sup>st</sup> of their intent to return to work for the following year. Failure to give timely notice shall be considered a resignation from employment as of April 2<sup>nd</sup>.

Except as required by state or federal law, members who are on unpaid leave status shall not be entitled to District paid insurance benefits. Members on unpaid leave may continue District insurance benefits at their own expense by remitting the monthly premium or the appropriate prorated monthly premium amounts to the District on the date specified. This provision shall not apply to members on unpaid leave of five (5) consecutive days or less.

H. **Personal Leave:**

1. Employees shall each be awarded the number of hours equivalent to two (2) paid scheduled work days per year to be used at their discretion subject to the approval of their supervisor.
2. At any time during the year employees may direct the District to

irrevocably transfer some or all of their unused personal leave hours to any other District employee. Any personal leave hours remaining at the end of each employee's work year will be paid at the employee's regular rate of pay and included in his/her final paycheck of the fiscal year.

3. Each member may irrevocably elect to carry over the number of hours equal to exactly one (1) day of unused personal leave to the ensuing year by notifying the District of his/her intent on or before May 1 of each year.

I. **Parental Leave:** A parental/childcare or adoption leave of absence will be allowed as provided by Oregon law, OFLA / federal law and FMLA.

1. Thirty (30) days prior to the expiration of the leave an employee who desires to extend the leave may submit a request for an unpaid leave of absence providing:
  - a. The individual has been employed by the District for at least one (1) year prior to the initial leave;
  - b. The request is for a specific period of time and the return coincides with a natural break or recess period.
  - c. The individual waives the right to return to his/her previous position.
2. An employee on parental leave of absence shall retain all benefits accrued in the District prior to the leave upon his/her return from that leave and continue to be listed with the Public Employee's Retirement System and will not be removed from its active list to the extent permitted by law.

J. **Military Leave:** Shall be governed by Oregon State and Federal law.

K. **Sick Leave**

1. All regular employees shall annually be granted hours of sick leave based upon the number of days in his/her scheduled work calendar as follows: from 180 to 200 day calendar, ten (10) days; 201 to 220 day calendar, eleven (11) days; more than 220 day calendar, twelve (12) days (i.e., 12 month/8-hour per day position = 96 hours, 11-month/7-

hour per day position = 77 hours). Sick leave hours granted shall be adjusted for the balance of any fiscal year in which the assigned hours for the position are changed. The accumulation of sick leave hours by any employee under this agreement shall be unlimited. The employee's projected annual accrual of sick leave will be credited on his/her first day of work in each contract year. In the case of new personnel, sick leave shall be credited on the first day of his/her actual work for the District. If an employee terminates employment for any reason prior to the end of his/her scheduled work year and he/she has used sick leave in excess of the amount earned based on days actually worked, all unearned sick leave used shall be deducted from that employee's final paycheck.

2. New employees, who have worked in other Oregon public employment, shall be allowed the Oregon statutory amount of transferred-in sick leave.
3. New employees who have worked for other school systems outside the state of Oregon shall be allowed to transfer in up to thirty (30) days of accumulated sick leave when verified in writing by the administration of the most recent employing school system.
4. Sick leave may be used only for the employee's personal illness or for any other reason set forth in ORS 653.616 (Oregon Paid Sick Time); ORS 659A.159 (Oregon Family Leave Act); ORS 659A.093 (Oregon Military Family Leave Act) or ORS 659A.272 (Oregon Protections Because of Domestic Violence, Harassment, Sexual Assault or Stalking).
5. An employee who is absent three (3) consecutive days, or who demonstrates a pattern or practice of sick leave use that calls into question the validity of that use, may be required to furnish a statement from his/her attending physician verifying his/her illness or injury. An employee returning from an illness or injury, whether or not sick leave benefits have been paid, may be required to have a medical examination at the District's expense or to furnish a medical doctor's certificate of health attesting that the employee is capable of fulfilling the essential functions of the position for which they are employed.
6. This Section shall constitute a substantially equivalent sick time policy in accordance with ORS 653.611.

- L. **Return to work:** Any member that has been released to return to light duty by his/her physician may be employed in that capacity at the discretion of the District.

## Article 13

### Employee Benefits

- A. The District's contribution toward the payment of health/vision/dental insurance premiums or other health care related benefits as outlined below will be made for the benefit of all bargaining unit members, who are regularly scheduled to work one-half time (.5 FTE) or more, and their eligible family members.
1. For the 2019-20 plan year, the maximum monthly District contribution toward the payment of health/vision/dental insurance premiums or other health care related benefits shall be one thousand three hundred seventy-seven (\$1,377.00) dollars.
  2. For the 2020-21 plan year, the maximum monthly District contribution toward the payment of health/vision/dental insurance premiums or other health care related benefits shall be one thousand four hundred eighteen (\$1,418.00) dollars.
  3. Each year of this agreement, one of the plans selected under Article 13(G) below will be designated as the preferred district major medical plan.
    - a. For the 2019-20 plan year the preferred district major medical plan designated is the Moda Medical plan 5.
    - b. Each member enrolling in the Moda Medical plan 5 for medical insurance coverage, at a cost to the member of one hundred fifteen (\$115.00) dollars per month, will also be entitled to receive coverage under the VSP Choice vision plan and the Moda Exclusive PPO dental plan (with orthodontia) at no cost to the member.
    - c. Monthly vision insurance premium costs in excess of the cost of the VSP Choice vision plan or monthly dental insurance premium costs in excess of the cost of the Moda Exclusive PPO dental plan (with orthodontia) are the responsibility of the member.
    - d. Members that enroll in the preferred district major medical plan shall also be eligible to participate in a District sponsored group HRA plan.

- e. The purpose of the group HRA is to provide reimbursements to members enrolled in the Moda Medical plan 5 such that the annual deductible amounts (\$400/\$1,200) and the annual out of pocket maximum amounts (\$3,000/\$9,000) are substantially equivalent to the levels provided by the Moda Medical plan 1. No reimbursement described in Article 13(A)(3)(f) below is available until after the member and his or her spouse and dependents (if any) have satisfied their portion of the deductible and/or out of pocket maximum required under the certificate of coverage for the Moda Medical plan 1.
  - f. Group HRA reimbursements are available only for qualifying expenses that are described in the Moda Medical plan 5 certificate of coverage, and which are applied to the health plan's maximum out of pocket limit including deductible, coinsurance and medical copays. Reimbursements are only available for qualifying expenses incurred while the member is enrolled in the plan. Expenses are incurred when care is provided rather than when the enrollee is billed or payment for the service is made. Claims for reimbursement must be submitted on or before each December 31 for expenses incurred during the preceding Moda plan year (currently October 1 through the following September 30).
4. The parties may elect to discontinue the program described in Article 13(A)(3) at the end of any plan year.
- B. Subject to the rules and regulations of OEBC and the Patient Protection and Affordable Care Act (PPACA), or the corresponding provisions of any successor mandatory federal health care act, members who demonstrate credible group insurance coverage from another source may opt out or waive participation in the District health insurance program.
- 1. Those members that waive coverage shall receive no remuneration or other benefit from the District in lieu of insurance coverage.
  - 2. Those members that opt out of OEBC health insurance coverage will be included in a group that is entitled to a District paid benefit. This benefit will be provided via a contribution on behalf of each eligible member to a Health Reimbursement Arrangement (HRA) Voluntary Employees' Beneficiary Association (VEBA) Trust, namely, VEBA Trust for Public Employees in the Northwest, located in Spokane, Washington. Members opting out of health insurance

coverage may elect to receive the VSP Choice vision plan and/or the Moda Exclusive PPO dental plan (with orthodontia) coverage(s) at no cost to the member.

3. The amount of the monthly District contribution on behalf of each eligible member shall be twenty-five (25%) percent of the maximum monthly district contribution described in Article 13(A)(1-2) above. Thus, the contribution for the 2019-20 plan year shall be three hundred forty-four (\$344.00) dollars per month.
  4. Management of each member's account with the HRA-VEBA Trust will be between the individual member and the trustee.
  5. In the event that any provisions of Article 13(B) are deemed inoperable or unallowable by OEBC or the trustee of the VEBA trust, the parties may reopen this agreement for the sole purpose of renegotiating Article 13(B). Such negotiations would be pursuant to ORS 243.698.
- C. **Section 125:** The District shall make available a Section 125 Cafeteria Plan to assist employees in the payment of any out of pocket expenses provided under law including but not limited to medical, childcare, pharmacy, and insurance premiums.
- D. **Long-Term Disability:** Each employee working 0.5 FTE or more will contribute the monthly insurance premium established by the insurance carrier, for long-term disability insurance.
- E. **Life Insurance/ A D & D:** The District will purchase a ten thousand dollar (\$10,000) life insurance/ A D & D policy for the benefit for each employee, at no cost to the employee.
- F. The District and the Association shall each appoint three representatives to an insurance committee. The purpose of the committee shall be to review the outcomes and operations of the HRA program described in Article 13(A)(3). Any committee recommendations must be mutually agreed to by both parties.
1. The committee will review contributions to, and disbursements from, the HRA account(s). All management fees paid by the District to administer the account(s) shall be considered a legitimate disbursement from the account(s).
  2. The committee will examine options for reducing insurance costs including restructuring of the plan design in order to maximize the

health care benefits available to members within the financial constraints of this Article.

- G. The Association shall form an insurance plan selection committee for the purpose of recommending potential changes to the District's insurance plans.
  - 1. The committee will meet to select which health plans (medical, dental and vision) offered through the Oregon Educators Benefit Board (OEBB) will be offered to members for each ensuing plan year beginning October 1. The committee will identify which of the selected plans will be designated as the preferred plan for purposes of Article 13(A)(3). The committee's selections will be compliant with relevant OEBB rules and/or regulations governing health plan selections. The committee will notify the District of their plan selections each year on or before June 1.
  - 2. By mutual agreement, and subject to current law, the District and the Association may choose to purchase insurance from a provider other than OEBB.
  - 3. The District reserves the right to select available health plans in addition to those selected by the committee.
- H. The District will sponsor an annual health benefits briefing during the beginning of year orientation for all interested members.
- I. The parties agree to reopen Article 13 Insurance to successor bargaining under ORS 243.712. The parties agree to waive any notice requirements to begin bargaining and to limit the traditional 150 day minimum bargaining requirement to a period beginning on or about May 15, 2020 and ending 90 days thereafter. The topics covered by the reopener negotiations shall include, but are not limited to: conversion to tiered rate structure and the creation of a benefits pool.

## Article 14

### Salary

- A. The salary schedule for the 2019-20 school year shall be the 2018-19 salary schedule increased by two and four tenths (2.4%) percent and is attached as appendix A.
- B. The salary schedule for the 2020-21 school year shall be the 2019-20 salary schedule increased by any positive average annual change in the All Urban Consumers, West Region CPI-U as published by the Bureau of Labor Statistics for the calendar year 2019, plus one (1%) percent.
- C. Eligible members will be granted annual experience step increases. Step increases will be granted on the first day of work in each fiscal year. Members hired during the current school year will be eligible for a step increase as described in this section only if he/she has worked a majority of the annual scheduled work days for that position.
- D. **Change in position.** Change in position to a job classification in a higher range shall be accomplished by moving the employee affected to the comparable hourly rate in the new salary range. Step experience credit in the new position may be given at the discretion of the District for previous job experience that demonstrates skills that are relevant to the new position.
- E. Employees shall be given a choice each school year between receiving paychecks for the months actually they worked or to receive twelve (12) paychecks each school year.
- F. **Call back.** Employees, other than bus drivers, called back to work after their normal shift will receive a minimum of one hour of call out pay. Call out pay will be paid at time and one-half if it meets the relevant criteria for overtime compensation (see Article 10). This provision does not apply to scheduled overtime or extension of a normal workday.
- G. **Differentials**
  - 1. Employees that work the majority of their shift after 4:00 pm will receive an additional seventy-five (\$0.75) per hour.

2. Any Educational Assistant III regularly assigned to work in the LRC classrooms shall receive a differential of fifty cents (\$0.50) per hour for each hour worked in that assignment.
3. Any Educational Assistant III regularly assigned to work in the SLC classrooms, or regularly assigned to assist a student whose educational placement is an SLC classroom, shall receive a differential of one dollar (\$1.00) per hour for each hour worked in that assignment.
4. The District agrees that it shall provide District-authorized asbestos workers additional pay of seventy-five cents (\$0.75) per hour above their normal rate for actual hours of District authorized asbestos abatement or encapsulation work as recorded on the log.
5. Bargaining unit members assigned to positions designated by the District as bilingual required will be paid an additional one (\$1.00) dollar per hour above their regular rate of pay. The District reserves the right to modify which positions are designated as bilingual required. Bargaining unit members who are requested by the District to provide as needed interpreting and/or translating duties shall be paid an additional one (\$1.00) dollar per hour for the actual time worked in that assignment, measured in fifteen minute increments. In order to be eligible for either differential a bargaining unit member may be required to pass a District designated exam or assessment.

#### **H. PERS/OPSRP Contribution**

1. The District shall not withhold from members' monthly salaries the employee contributions/payments required by ORS 238.200 and ORS 238A.330.
2. The District shall "pick-up" the six percent (6%) employee contribution required by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions/payments paid pursuant to this section shall be considered as "salary" within the meaning of ORS 238.005(6)(a) and ORS 238A.005(17)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(9) and ORS 238A.130 and shall also be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to ORS 238.200. Any amount paid shall be considered to be employee contributions for all purposes under

Chapter 238 and 238A. Pursuant to ORS 238A.335 (2)(a), the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.

3. In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation, or decisions of the courts, for the District to make contributions/payments to PERS/OPSRP on behalf of employees, or if employee contributions to PERS/OPSRP are not required, then:
  - a. On the date that the District is relieved of its obligation to otherwise, pick-up, assume, or pay the six percent (6%) employee contribution/payment required by ORS 238.200 or ORS 238A.330, six percent (6%) shall be added to the salary of each employee and the salary schedule shall be recomputed to include this adjustment.
  - b. The District agrees to adopt a resolution to make an election under the IRS Code to allow a pre-tax deduction of the six percent (6%) employee contribution/payment required by ORS 238.200 and ORS 238A.330. Such deduction shall be made from each employee's pre-tax gross wages.
4. Members covered by the Public Employee Retirement System (PERS) Tier 1 or 2 shall be permitted to convert unused sick leave upon retirement in accordance with ORS 238.350 and PERS administrative rules.
5. If the District elects to employ any person that is a retired member of PERS during the period January 1, 2020 through December 31, 2024, Article 14(l)(2)-(4) shall not apply to the employment of that person.
6. The parties agree that the above provisions are subject to all applicable state laws governing PERS, and that the District shall not be liable for any claims or amounts in excess of that provided for under the law.

## Article 15

### Training

- A. **Mandatory Training:** All time for training that is required by the District (e.g. First Aid, food handlers, CPR) shall be paid as hours worked. When the District recruits volunteers for trainings to satisfy District requirements, employees choosing to attend such trainings will be paid.
- B. The District shall reimburse for pre-approved training-related automobile mileage in accordance with District policy and shall reimburse all necessary and reasonable meal, lodging, tuition and other expenses.
- C. Requests for reimbursement shall be made in accordance with established District Policy and shall be accompanied by receipts which establish proof of purchase for the expense being claimed.
- D. The District agrees to budget annually \$10,000 for tuition and in-service programs for education support personnel. Authorization for disbursement of these funds shall rest with a Tuition Reimbursement Committee. The tuition reimbursement committee shall be comprised of two (2) members appointed by NWESP that serve on said committee without additional compensation and two (2) persons appointed by the Superintendent. The committee shall determine the criteria for, and the amounts of, all disbursements of the funds. Decisions of the committee are not subject to Article 3, Grievance Procedure.

## **Article 16**

### **Funding**

The parties acknowledge that due to current legislation, the revenue to fund the compensation and benefits provided by this Agreement may fluctuate during the course of the Agreement.

- A. If the District elects to restrict operations because of lack of funds, no member of the bargaining unit shall be entitled to any salary provided in this Agreement while the operation of the District is restricted or suspended, unless the unit member is specifically directed to report for work. The District will continue health insurance coverage during the restriction or suspension.
- B. If the District ceases operations because of lack of funds, no member of the bargaining unit shall be entitled to any salary or fringe benefits provided in this Agreement.
- C. This Agreement does not guarantee any level of employment.

## Article 17

### Health and Safety

- A. The District agrees to comply with ORS 654.010 and 654.015 (safe and healthy places of employment). If an employee recognizes an unsafe condition, they shall promptly report it to their supervisor. Inasmuch as there are other means available to an individual for relief from a complaint based on any of these issues, the grievance procedures in this agreement shall not apply to this Article.
- B. Disruptive or dangerous student behavior will not be tolerated by staff or administrators. If, in the judgment of the employee, a student poses a threat or is violent to themselves and/or others, the employee will report their concerns to their immediate supervisor or appropriate staff. Appropriate protocols to deal with disruptive behavior will be included in the staff handbook, building specific student handbooks and/or District policy. Members and administrators shall observe and follow these protocols in handling disciplinary problems in the building. Any member alleging failure to follow protocol may raise that issue with building administration. If the matter is not resolved at the building level to the satisfaction of the parties, the member and Association representative may meet to review the matter with the Superintendent. Matters not resolved at the Superintendent level may be appealed to the school board through the board complaint policy.
- C. If an employee reasonably believes there is an immediate threat to the health or safety of students or staff, the employee should take reasonable steps to de-escalate the threat. If time allows the employee will consult with building administration before taking action, if not, administration will be notified as soon as possible after the incident.
- D. Disruptive behavior by adults will not be tolerated. Each building must have a written plan outlining procedures to follow for these types of disturbances. A disruptive or dangerous adult behavior provision will be included in staff and student handbooks. Upon request, a copy of the plan for each building will be provided to the Association President.
- E. To the extent permitted by law, employees with a need to know will be given information that has been provided to the District about students with records of violent behavior.

- F. Supervising teachers and/or departmental managers will share relevant information regarding student IEP's, behavioral goals and medical needs with appropriate members who, in the judgment of the District, have a need to know.
- G. Building administrators and/or supervisors shall meet as needed with members trained and directly involved in medication administration to evaluate and recommend adjustments to the allocation of nursing services among the buildings.
- H. Members assigned to crossing guard duty shall receive mutually agreed upon training prior to performing crossing guard duties. Members assigned such duties shall be provided American National Standards Institute (ANSI) Class 2 safety vests and two (2) sided reflective stop signs.

## **Article 18**

### **Non-discrimination**

- A. The District and Association agree that any employee covered by this Agreement shall not be discriminated against on the basis of race, color, national origin, religion, sex, age, disability, marital status, sexual orientation or participation in union activities, including discrimination on the basis of any other persons with whom the individual associates.
- B. A grievance of this article shall be appealable up through Level Four – School Board. The decision at that level shall be final and binding.

## **Article 19**

### **General Provisions**

#### **Strikes and Lockouts**

- A. Neither the Association or the personnel represented thereby will authorize, cause, engage in or sanction any form of concerted work stoppage or slowdown during the term of the Agreement, except as specifically allowed by this Agreement.
- B. The District shall have the right to discipline, including discharge, any employee who is in violation of this article.
- C. There shall be no lockout of employees in the unit during the term of this Agreement.

## Article 20

### Terms and Conditions

The duration of the agreement shall be from 12:00 midnight of June 30, 2019 until June 30, 2021, at 11:59 p.m.

- A. **Severability.** If any provision of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, or by the inability of the employer or the employee to perform to the terms of the Agreement, the remainder of the Agreement shall not be effected thereby. Upon written request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such a provision. Such negotiations shall be conducted pursuant to ORS 243.698.
- B. **Compliance.** Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. **Modification to Agreement.** This agreement may not be modified in whole or in part except by an instrument in writing duly executed by the parties.
- D. **Copies of the Agreement.**
1. There shall be two (2) signed copies of the final Agreement for the purposes of records. One copy shall be retained by the District and one by the Association.
  2. Upon request, the District shall provide a copy of this agreement to each employee at no cost to the employee or the Association.
  3. This agreement will be posted on the District website within thirty (30) days of ratification.
  4. New employees will receive a copy at time of employment.

Executed this twelfth day of December, 2019, in The Dalles Oregon, by the undersigned officers by the authority and on behalf of:

/s/ Timothy C. Willett                      12/10/19  
For the Association                      Date

/s/ John Nelson                              12/12/19  
For the District                              Date

/s/ Deborah La Fond                      12/10/19  
For the Association                      Date

/s/ Candy Armstrong                      12/12/19  
For the District                              Date

| NORTH WASCO COUNTY SCHOOL DISTRICT 21 |   |          |          |          |          |          |          |          |          |          |          |          | Appendix A |
|---------------------------------------|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------|
| 2019-2020 ESP SALARY SCHEDULE         |   |          |          |          |          |          |          |          |          |          |          |          |            |
| 2.4% Increase                         |   |          |          |          |          |          |          |          |          |          |          |          |            |
|                                       | A   | B        | C        | D        | E        | F        | G        | H        | I        | J        | K        | L        |            |
| 0                                     | \$ 12.30  | \$ 12.71 | \$ 13.08 | \$ 13.89 | \$ 14.33 | \$ 15.22 | \$ 16.12 | \$ 16.61 | \$ 17.63 | \$ 19.26 | \$ 23.67 | \$ 27.67 |            |
| 1                                     | \$ 12.71  | \$ 13.08 | \$ 13.49 | \$ 14.33 | \$ 14.76 | \$ 15.67 | \$ 16.61 | \$ 17.11 | \$ 18.14 | \$ 19.83 | \$ 24.39 | \$ 28.69 |            |
| 2                                     | \$ 13.08  | \$ 13.49 | \$ 13.89 | \$ 14.76 | \$ 15.22 | \$ 16.12 | \$ 17.11 | \$ 17.63 | \$ 18.71 | \$ 20.42 | \$ 25.11 | \$ 29.74 |            |
| 3                                     | \$ 13.49  | \$ 13.89 | \$ 14.33 | \$ 15.22 | \$ 15.67 | \$ 16.61 | \$ 17.63 | \$ 18.14 | \$ 19.26 | \$ 21.05 | \$ 25.87 | \$ 30.83 |            |
| 4                                     | \$ 13.89  | \$ 14.33 | \$ 14.76 | \$ 15.67 | \$ 16.12 | \$ 17.11 | \$ 18.14 | \$ 18.71 | \$ 19.83 | \$ 21.66 | \$ 26.66 | \$ 32.00 |            |
| 5                                     | \$ 14.33  | \$ 14.76 | \$ 15.22 | \$ 16.12 | \$ 16.61 | \$ 17.63 | \$ 18.71 | \$ 19.26 | \$ 20.42 | \$ 22.30 | \$ 27.43 | \$ 33.19 |            |
| 10                                    | \$ 14.76  | \$ 15.22 | \$ 15.67 | \$ 16.61 | \$ 17.11 | \$ 18.14 | \$ 19.26 | \$ 19.83 | \$ 21.05 | \$ 22.96 | \$ 28.26 | \$ 34.41 |            |
| 15                                    | \$ 15.22  | \$ 15.67 | \$ 16.12 | \$ 17.11 | \$ 17.63 | \$ 18.71 | \$ 19.83 | \$ 20.42 | \$ 21.66 | \$ 23.67 | \$ 29.14 | \$ 35.67 |            |
| 20                                    | \$ 15.67  | \$ 16.12 | \$ 16.61 | \$ 17.63 | \$ 18.14 | \$ 19.26 | \$ 20.42 | \$ 21.05 | \$ 22.30 | \$ 24.39 | \$ 30.01 | \$ 37.02 |            |
| 25                                    | \$ 16.32  | \$ 16.80 | \$ 17.32 | \$ 18.38 | \$ 18.90 | \$ 20.08 | \$ 21.28 | \$ 21.93 | \$ 23.23 | \$ 25.42 | \$ 31.27 | \$ 38.57 |            |
| A                                     | Educational Assistant I - Supervision Duty  |          |          |          |          |          |          |          |          |          |          |          |            |
| B                                     | Nutrition Services Assistant I  |          |          |          |          |          |          |          |          |          |          |          |            |
| C                                     | Nutrition Services Assistant II- Lead   |          |          |          |          |          |          |          |          |          |          |          |            |
| D                                     | Secretary I - Receptionist  |          |          |          |          |          |          |          |          |          |          |          |            |
| E                                     | Athletic Assistant  |          |          |          |          |          |          |          |          |          |          |          |            |
| F                                     | Educational Assistant II - Instructional Assistant: Title I Classroom                     |          |          |          |          |          |          |          |          |          |          |          |            |
| G                                     | Bus Attendant/Aide, District Courier  |          |          |          |          |          |          |          |          |          |          |          |            |
| H                                     | Educational Assistant III - Special Education; In-School Suspension; SEL Assistant        |          |          |          |          |          |          |          |          |          |          |          |            |
| I                                     | Nutrition Services Manager I  |          |          |          |          |          |          |          |          |          |          |          |            |
| J                                     | Maintenance I   |          |          |          |          |          |          |          |          |          |          |          |            |
| K                                     | ESL/ELL Assistant I   |          |          |          |          |          |          |          |          |          |          |          |            |
| L                                     | Educational Assistant IV - Media Assistant  |          |          |          |          |          |          |          |          |          |          |          |            |
| M                                     | ESL/ELL Assistant II  |          |          |          |          |          |          |          |          |          |          |          |            |
| N                                     | Secretary III - School Office: Attendance; Athletics; Curriculum; Counseling; Operations; |          |          |          |          |          |          |          |          |          |          |          |            |
| O                                     | Nutrition Services; Alternative Education/Tag; Community School                           |          |          |          |          |          |          |          |          |          |          |          |            |
| P                                     | Bookkeeper I - High School  |          |          |          |          |          |          |          |          |          |          |          |            |
| Q                                     | Maintenance II  |          |          |          |          |          |          |          |          |          |          |          |            |
| R                                     | Youth Transition Assistant  |          |          |          |          |          |          |          |          |          |          |          |            |
| S                                     | School Bus Driver   |          |          |          |          |          |          |          |          |          |          |          |            |
| T                                     | Coordinator- School to Work, After School Program, Certified Bilingual Home Liaison       |          |          |          |          |          |          |          |          |          |          |          |            |
| U                                     | Secretary V - Elementary, Middle and High School Central Office                           |          |          |          |          |          |          |          |          |          |          |          |            |
| V                                     | Maintenance III - Specialty Trades/Licensures   |          |          |          |          |          |          |          |          |          |          |          |            |
| W                                     | School Bus Mechanic   |          |          |          |          |          |          |          |          |          |          |          |            |
| X                                     | Certified School Bus Mechanic   |          |          |          |          |          |          |          |          |          |          |          |            |
| Y                                     | School Bus Driver Trainer   |          |          |          |          |          |          |          |          |          |          |          |            |
| Z                                     | Certified Braille Assistant   |          |          |          |          |          |          |          |          |          |          |          |            |
| AA                                    | Certified Sign Language Interpreter   |          |          |          |          |          |          |          |          |          |          |          |            |
| AB                                    | Speech and Language Pathology Assistant, Cert. OT Assist, PT Assist.                      |          |          |          |          |          |          |          |          |          |          |          |            |
| AC                                    | Student Data Systems Specialist   |          |          |          |          |          |          |          |          |          |          |          |            |

## Reduction in Force – Job Classification Groups

### **Maintenance**

Maintenance III  
Maintenance II  
Maintenance I  
District Courier  
Athletic Assistant

### **Nutrition Services**

Nutrition Services Manager I  
Nutrition Services Assistant II – Lead  
Nutrition Services Assistant I

### **Instructional**

SLPA, COTA, PTA  
Certified Sign Language Interpreter/Certified Braille assistant, Certified Bilingual Home Liaison  
Youth Transition Assistant  
ESL / ELL Assistant II  
Educational Assistant IV  
ESL / ELL Assistant I  
Educational Assistant III, Social-Emotional Learning Assistant  
Educational Assistant II  
Educational Assistant I

### **Transportation**

Certified School Bus Mechanic  
School Bus Mechanic  
School Bus Driver Trainer  
School Bus Driver  
Bus Attendant/Aide

### **Clerical**

Student Data Systems Specialist  
Secretary V, School to Work or After School Coordinator  
Bookkeeper I  
Secretary III  
Secretary I