

Winston-Dillard School District No. 116

and

Oregon School Employees Association Chapter No. 29

Agreement

July 1, 2025 to June 30, 2028

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CONTRACT
between
SCHOOL DISTRICT NO. 116
and
OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER NO. 29

This contract is made and entered into by the Oregon School Employees Association, Chapter No. 29, hereinafter referred to as the "Union" or "Association" and the Board of Education of School District No. 116, hereinafter referred to as the 'District."

Effective Date

This Agreement shall be considered effective as of July 1, 2025, or upon ratification by both parties, whichever occurs later. This Agreement shall continue in effect through June 30, 2028, subject to the Association's right to negotiation over a successor Agreement provided notifications is provided to the other party no later than February 1 of the year the contract is to expire. If neither party provides timely notice, the parties shall waive their rights to renegotiate this Agreement and it shall automatically be extended one (1) year. Upon proper notice being provided, the parties agree to enter into collective bargaining over a Successor Agreement no later than thirty (30) days from the date of negotiation.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

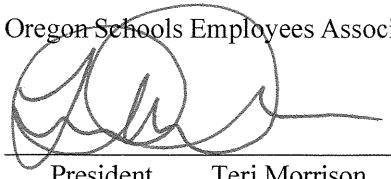
NEGOTIATION OF A SUCCESSOR AGREEMENT

If either party wishes to negotiate a Successor Agreement, it shall notify the other party no later than February 1 of the year the contract is to expire. By its failure to provide notice as herein provided, the parties shall waive their rights to renegotiate this Agreement and it shall automatically be extended one (1) year. Upon proper notice being provided, the parties agree to enter into collective bargaining over a Successor Agreement no later than thirty (30) days from the date of notification. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, except the implementation of this Agreement shall be subject to available funds.

IN WITNESS WHEREOF, the Union has caused this Agreement to be signed by its president, and the Board has caused this Agreement to be signed by its chairperson, attested to by its clerk.

Oregon Schools Employees Association, Chapter 29



President Teri Morrison

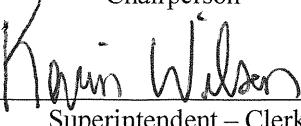
Field Rep, Lisa March

9/24/25

Winston-Dillard Board of Education



Chairperson



Karen Wilson

Superintendent – Clerk

Date 8/13/2025

Article 1 – Recognition

- 1.1 The District recognized the Union as the exclusive bargaining agent for all classified employees of the Winston-Dillard School District No. 116 whose positions do not require a certificate to teach; excluding all administrative, supervisory, and confidential, certified, temporary and substitute employees.
 - 1.1.1 Temporary employees are defined as those hired for a special assignment or project for not more than ninety (90) working days. Any temporary position which will continue for more than ninety (90) days will be posted in accordance with Article 9.
 - 1.1.2 Substitute employees are defined as those hired to temporarily replace bargaining unit employees who are on an approved paid or unpaid leave of absence of not more than twelve (12) months.
- 1.2 The Union shall represent all classified employees in the Winston-Dillard School District No. 116 within the bargaining unit equally and without discrimination.

Article 2 – Severability of Provisions

- 2.1 In the event any words or sections of this collective bargaining agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board (ERB), by statute or constitutional amendment or by the legal inability of the employer or the Employees to perform to the terms of the agreement, then upon request by either party the invalid words or sections of this collective bargaining agreement shall be reopened for negotiation.
- 2.2 Renegotiation of contract provisions pursuant to this Article is subject to the expedited bargaining process of ORS 243.698.

Article 3 – Union Dues and Payroll Deductions

- 3.1 Prior to September 1, of each school year, and then for any employees who becomes a member of the Association after the start of the school year, the Association shall notify the District with written verification and authorization from bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each member. The District shall hold any information provided by the Association in confidence and will not be provided without prior consent from the Association. The Association shall also notify the District when a bargaining unit member elects to no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification.
- 3.2 Dues deductions shall be made monthly in accordance with OSEA, state and local membership rates for each month the member works.
- 3.3 The District agrees to deduct from the salaries of its regular recognized members authorized and/or verified by the member, OSEA dues, including voluntary Association contributions.
- 3.4 Within ten (10) days after payroll is processed and employees are paid, the District shall send the Association a register of the OSEA dues, with a single payment, including voluntary association contributions, deducted from each member's paycheck.
- 3.5 Bargaining Unit Member Notifications: By the tenth (10th) day after a new classified employee begins employment, the DISTRICT shall provide OSEA Chapter President, the OSEA Field Representative, and the OSEA Director of Fiscal Operations at classified@osea.org the following information for the new employee: name, date of hire, position title, worksite location, annual salary, number of months worked, number of paychecks per year, work phone number, personal phone number, personal address, and personal email. In addition, the OSEA Director of Fiscal Operations at classified@osea.org shall be provided with the employee's last four (4) digits of their Social Security number (SSN), and District ID number. Information shall be provided in an editable digital file format (Excel preferred).

Every one hundred and twenty (120) days, the District shall provide to OSEA Chapter President, the OSEA Field Representative and the OSEA Director of Fiscal Operations at classified@osea.org the following information for all classified employees: name, date of hire, position title, worksite location, annual salary, number of months worked, number of paychecks per year, work phone number, personal phone number, personal address, and personal email. In addition, the OSEA Director of Fiscal Operations at classified@osea.org shall be provided with the employee's last four (4) digits of their Social Security number (SSN) and District ID number. Information shall be provided in an editable digital file format (Excel preferred.)

- 3.6 The District shall notify the OSEA President and Field Representative whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, or resigns.

3.7 The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgements against the District concerning the dues deductions procedures outlined in the agreement. The Association's obligations are contingent upon the District: 1) giving the Association reasonable notice, in writing, of any claim; 2) and fully cooperating and its designated counsel in the defense of the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

Article 4 – District Responsibilities

- 4.1 Upon request, the District agrees to allow the Union access to all public information necessary for its functioning as exclusive representative. The District may, at its discretion, charge the reasonable costs associated with locating and/or reproducing such information.
- 4.2 The District shall cause each classified employee's payroll check to be itemized so as to show all sources of pay and payroll deductions, limited only by the capabilities of the payroll system.
- 4.3 The District shall, at the beginning of each school year, provide each employee being paid in equal monthly payments a statement showing the hourly rate and the hours worked being used in computing the monthly pay rate.

Each employee shall also be issued a staff work year schedule indicating the starting dates, ending dates, and scheduled number of workdays for that employee's position as established by the Superintendent or his designee(s). If, during the course of the work year, the need arises for a particular employee to extend the allocated number of work days, said employee's principal may request extra duty days or hours through the Superintendent or his designee(s). Said extra time shall be at the employee's regular rate of pay, and the time worked will not be deducted from the above mentioned regularly scheduled workdays.
- 4.4 The District shall notify the Union of any proposed policies that would impose duty to bargain as contemplated by state laws.

Article 5 – Management Functions

The Union hereby recognizes the prerogative of the District to operate and manage its affairs in Accordance with its responsibility with the Oregon statutes. As the employer in this Agreement, the District retains all the functions, rights, powers, or authority not specifically abridged, delegated, or Modified by this Agreement. By way of illustration and not by way of limitation, the District shall have the right to:

- 5.1 Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
- 5.2 Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of al the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any business hours or days.
- 5.3 The right to direct the working forces, including the right to hire, promote, discipline, suspend and discharge employees, transfer employees, assign work of extra duties to employees, decrease hours based upon student need, determine the sizes of the work force and to lay off employees.
- 5.4 Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- 5.5 Adopt reasonable rules and regulations.
- 5.6 Determine the qualifications of employees, including the physical requirements for the position.
- 5.7 Determine the location or relocation of its facilities, including the establishment of or relocations new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
- 5.8 Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- 5.9 Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- 5.10 Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in the Agreement.
- 5.11 Determine the policy affecting the selection, testing, or training of employees providing such selection shall be based on lawful criteria.

Article 6 – Union Rights

OSEA classified chapter “designated representatives” for the purposes of the Article shall include chapter executive board officers, and their designated trained classified staff.

- 6.1 Building Use: The Union representatives shall have the right to use school buildings for meetings, provided there is no interference with the regular school program or activities. Approval by the Superintendent or their designee shall be required. If such approval is denied, the Union shall be given a written statement as to the reason.
- 6.2 Use of District Equipment: The Union shall be allowed use of office equipment designated by the Superintendent, or designee to copy a reasonable amount of information for use or distribution by members of the bargaining unit. Intra-school mail and email through the Union president's account may be used to distribute information to employees in the bargaining unit. The District shall have the right to restrict Union use of the intra-school mail or email system if such is in violation of State and Federal laws.
- 6.3 Cost and Distribution of Agreement: The District and the Union shall share the cost of printing copies of the Agreement to be distributed to all employees in the bargaining unit and new employees upon hire. Digital copies may be distributed in email form when expedient and appropriate.
- 6.4 OSEA Representative Site Visits: A representative of the Union shall be allowed to visit the work area of employees in the bargaining unit to monitor working conditions and ensure contract compliance. Visits will not interfere with or disrupt district activities or employee's work.
- 6.5 Bulletin Boards: The District shall designate reasonable bulletin board space for the use of the Union in communicating with employees. Such bulletin boards shall be available in any building where classified employees are working.
- 6.6 Legal Service: Should any employee face legal action as a result of performance of duties called for by District policy, provided such performance is within the course and scope of employment duties, upon notice, the employee shall be entitled to defense and indemnity by the Winston-Dillard School District No. 116.
- 6.7 School Board Information: The District shall include the Union's local chapter executive board as designated by the Union president on the distribution list for electronic copies of all official School Board meeting minutes and agendas of all upcoming board meetings, except such minutes and documents that are confidential under Oregon Public Records Law.
- 6.8 Access to Information: Upon the request of the Union, the District agrees to provide all public information necessary to conduct Union business. The District, at its discretion, may charge the reasonable costs associated with locating and/or reproducing such information. The District will maintain the website and include the following: current CBA, classified work calendars, current pay scale and link to sign up for OSEA.
- 6.9 OSEA Representation Time: Designated classified representatives and the OSEA Field Representative, shall be allowed reasonable time to engage in activities during work hours and at the District's facilities as outlined in ORS 243.798. Classified representatives shall suffer no loss of compensation or benefits to perform representation activities:

- a) Investigate and process grievances and other workplace-related complaints;
- b) Attend investigatory meetings, hearings, and other due-process proceedings;
- c) Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board;
- d) Attend labor-management meetings, safety committee meetings and any other meetings between representative of the District and OSEA to discuss employment relations;
- e) Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s).
- f) Testify in a legal proceeding in which the designate union representative has been subpoenaed as a witness.

Designated classified representative shall provide their immediate supervisor with notice of the need to perform the activities listed above at least forty-eight (48) hours prior to the time the activities will be performed.

Article 7 – Workweek

- 7.1 Work Week: The workweek shall be defined as starting at 12:00 a.m. Sunday and ending at 11:59 p.m. on Saturday.
- 7.2 Changes in Work Schedule: Except in an emergency, in the event the District determines a need to change an established work schedule (starting/ending times or days of the week), the employee shall be given at least ten (10) calendar days' notice prior to implementing the change.
- 7.3 Notification of Job: Each classified employee shall be provided written notification of continuation of their job for the coming year by May 30th, as communicated by a standard District form. The returned employee's signature on this form by June 30th shows intent to return for the coming year.
- 7.4 Wage and Hour Compliance: District agrees to comply with Oregon wage and hour laws and regulations.

Article 8 – Seniority

- 8.1 District seniority shall be defined as the total length of continuous service as a member of the bargaining unit from the date of hire, less the amount of time deducted as a result of the implementation of subsection 8.3 below. In the event that the employee was employed by the District in a temporary position immediately prior and contiguous to said employee becoming a member of the bargaining unit, the “date of hire” as addressed herein shall be applied retroactively to the date on which said employee was hired in said temporary position.
- 8.2 Classification seniority shall be defined as the total length of service in the classification as a member of the bargaining unit since the most recent date of assignment to said classification.
- 8.3 For the purpose of computing seniority, the District shall consider an authorized leave of absence (as provided in Article 12(2) of this Agreement) of more than twelve (12) months as a break in seniority.
- 8.4 Laid off employees who have been recalled or employees returning following a leave of absence of less than twelve (12) months, shall retain their full seniority except for the period of layoff or leave.

Article 9 – Procedures for Filling Job Openings

9.1 Notice of Job Opening During School Year: When the District determines there is a vacancy or new position within the bargaining unit, or a temporary position which will continue for more than ninety (90) days, the District shall send electronically via email notice of vacancy to all building secretaries to make available to active employees in the bargaining unit.

Vacancy announcements shall show hours per day, days of the week, months per year, and the date on which the vacancy shall be filled, provided however, both the written notification and the posting shall be done at least ten (10) calendar days prior to the filling of the position. Any employee with the intent of seeking an open position must notify, via email or in writing, the superintendent's office of his/her intent as provided herein.

A copy of each job opening notice shall also be supplied to the Union chapter president at least ten (10) days prior to the closing of the open position.

9.2 Any bargaining unit employee applying for a job opening for which they are qualified will be interviewed. An employee not accepted will be notified. If the employee desires further explanation he or she may contact the deciding administrator within five (5) working days of the selection announcement.

9.3 Job Openings/Summer Recess: During summer recess periods, the District shall email a job vacancy notice to those employees not working during the summer recess.

9.4 Substitute Employees: When the District realized the need for a substitute and/or temporary classified employee, the District shall first attempt to fill the need with an employee within the classification and who holds a permanent position, providing such additional hours do not place the employee into overtime pay situations or cause employee to become eligible for insurance under the Health Care Reform Act legislation effective January 1, 2014.

Article 10 – Reduction in Force

10.1 Reduction in Force/Layoff: Reduction in force/layoff is deemed to occur when the specific job of an employee is eliminated, or hours of employment are permanently reduced.

10.1.1 In the event the District chooses to permanently reduce the hours of employees rather than lay off employees, the District and the Union may meet whereupon the parties will attempt to negotiate the effects of the proposed reduction in hours or layoff to members of the bargaining unit. After due consideration, the District's decision on the reduction of hours or how the reduction of hours shall be distributed throughout the bargaining unit shall be final and binding. Upon request, the District shall provide the Union with a current seniority list of employees by classification and District seniority and a list of all open positions within the District when the decision to reduce staff is made.

10.1.2 Employees affected by a reduction in force as addressed in this section may exercise bumping rights as provided in Section 4 of this article.

10.2 With the exception of an emergency situation, when a layoff of employees becomes necessary, employees so affected by such layoff shall receive written notice of such action. The District shall give two (2) weeks prior notice of anticipated layoff or reduction of hours.

10.3 Layoff of employees in the bargaining unit and subsequent reinstatement shall be on the basis of disqualifications and seniority within each job classification. Disqualifications shall include whether the employee is on a plan of assistance. Where job classification seniority dates are the same, an employee who does not have the disqualification above will be more senior.

10.4 Bumping: A laid-off employee who previously worked in a different position for the District may "bump" an employee in the previous position provided the following conditions are met:

10.4.1 The bumping employee had greater district seniority than the person to be "bumped" and;

10.4.2 The bumping employee had at least satisfactory evaluations while employed in all the previous position, and;

10.4.3 The bumping employee is currently qualified for the previous position. For informational purposes only, the Union shall provide a list of proposed "bump" and "RIF" employees for District implementation.

10.5 Recall:

10.5.1 The District will not hire any new employee into classified bargaining unit positions without first having offered the position to qualified employee on the recall list within the affected job classification.

10.5.2 Laid-off employees who desire substitute work shall sign up in the District automated substitute program for work which they are qualified during the recall period. However, nothing in this provision required the district to make more than three repeated attempts to contact a laid off employee to offer substitute work.

- 10.5.3 Employees laid off will be placed on a recall list. Said employees must keep the District updated on their current address, email and telephone number to retain rights. Employees shall be eligible for recall for a maximum of twenty-seven (27) months after which any recall rights shall be null and void.
- 10.5.4 An employee on said recall list offered a position shall indicate acceptance within ten (10) calendar days of the date of the letter. Any employee who fails to respond within the time specified or who declines an offer of recall shall be removed from the recall list. The District shall offer a position in writing by certified mail, return receipt requested.
- 10.5.5 The District shall advise all affected employees of their recall rights at the time of release or layoff under this article.
- 10.5.6 Recalled employees shall be entitled to those benefits available to other employees at the time the employee is recalled and all unused sick leave will be reinstated.

Article 11 – Personnel Records

- 11.1 Maintenance of Records/Inspection: The personnel records of all employees in the Bargaining unit shall be maintained in the District's personnel office. Employees shall have the right to inspect their personnel records upon appointment and reasonable request, however no more than twice (2 times) per school year. Any material placed in the personnel records without conformity of this Article shall not be used by the District in any subsequent evaluation or disciplinary action involving the employee.
- 11.2 Signature Requirements: No information that reflects critically upon an employee shall be placed in the employee's personnel record that does not bear either the signature of the employee indicating that they have been shown the material or a statement by a witness that the employee has been shown the material and has refused to sign or initial such material.
- 11.3 Right of Rebuttal: An employee shall have the right to attach a written statement of explanation to any material the employee believes to be incorrect or derogatory.
- 11.4 Correction Documentation: Documentation as to correction or improvements made by the employee shall be added to letters of reprimand contained in said personnel records.
- 11.5 Removal of Critical Material: An employee may request disciplinary documents or other documents of a critical nature (excluding performance evaluations) more than two (2) years old be removed from their personnel file, provided the behavior or action that gave rise to the discipline has not been repeated. The Superintendent's decision in response to an employee's request under this sub-article will be final and not grievable. An employee may not make more than one request per year.

Article 12 – Leaves of Absences

12.1 Family Leave: Bargaining unit members shall be entitled to Family Leave as provided under applicable state (OFLA and PFMLI) and federal (FMLA) law. At the time such leave is requested, the employee shall give notice to the District under which law said leave is being requested. Bargaining unit members who are not assigned enough hours of work to qualify for such Family Leave shall, nevertheless, be granted twelve (12) calendar weeks unpaid leave; provided, however, the employee shall use any other accrued leave during this leave. Starting on January 1, 2023, the District shall pay the required Employee contributions to the Oregon Paid Family and Medical Leave Insurance as an employer-provided benefit.

12.2 Extended Leave Without Pay:

- 12.2.1 Any classified employee may be granted an extended leave of absence, subject to District approval for a period not to exceed one (1) year without pay. Upon return from the leave the individual will retain all seniority earned previous to said leave. Employees returning from said leave will be returned to a position in their previously held classification.
- 12.2.2 The granting of leaves of absence will be determined on a case-by-case basis and shall not create a precedent and shall not be subject to mediation, arbitration, or bargaining.

12.3 Court Appearance:

- 12.3.1 Leave of absence for jury duty or for court appearance as a witness, pursuant to subpoena, shall be granted with pay to the difference between the employee's regular pay and any amount they received as a juror or witness, exclusive of mileage. The juror or witness must submit payment voucher(s) to the District fiscal officer.
- 12.3.2 In the event the witness or juror cannot determine if they will be required for a court appearance in advance of such appearance, the employee shall report to their assigned job. It shall then be the employee's responsibility to determine, through the current court appearance procedures, if the employee is required to appear on that date. If the employee is required to appear; they are to notify the immediate supervisor of the need for the employee's absence. Normal department or building replacement procedures will then be used.
- 12.3.3 This provision shall not be operative in those instances where the employee is a plaintiff or a complainant or the member of a group which is a plaintiff or complainant and which the district or agent thereof if named a defendant or respondent.

12.4 Sick Leave:

- 12.4.1 In accordance with ORS 332.507, each employee shall be granted ten (10) days sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. A day of sick leave credited shall be equal to the employee's normal workday.
- 12.4.2 Said leave shall be available for the employee's illness or injury or for the employee to provide care to a member of the employee's immediate family or to attend the funeral

Of anyone living the employee, plus any family member as defined by OFLA. Said leave shall also be available to bargaining unit members to attend to medical appointments as necessary for family members as listed herein.

- 12.4.3 Employees terminating before the end of their contract duty days who have used more days of sick leave than their service days entitle them to, shall reimburse the District for the excess days paid to them by having the amount of the difference deducted from their final paycheck.
- 12.4.4 When requested by the District, any person claiming more than five (5) consecutive school days of paid sick leave shall furnish a certificate from the employee's physician stating that the illness or condition prevents the person from working or an explanatory statement from the employee if a physician's services were not required.
- 12.4.5 Bargaining unit members who have been granted authorized sick leave (for serious illness or disability) which exceeds their accumulated sick leave days may have an option to continue insurance coverage under COBRA.
- 12.4.6 Any employee within the bargaining unit who has accumulated sick leave days from another school district in Oregon shall be allowed to transfer in up to seventy-five (75) days for sick leave purposed and an unlimited number for the purposed of computation of retirement benefits. He/she must, however, work thirty (30) days for the School District before becoming eligible to use the transferred sick leave.
- 12.4.7 Sick leave may be sued in accordance with state and federal leave requirements, OFLA, FMLA, ORS 332.507 and SB 454 Sick Time.
- 12.4.8 An employee's willful misrepresentation of illness or injury shall be considered a neglect of duty by that employee and may subject the employee to disciplinary action.
- 12.4.9 Absence due to a compensable injury as defined in Oregon statute and incurred in the course of the individual's employment is covered in Article 13 of this agreement "Injury on Duty".

12.5 Personal Leave:

- 12.5.1 Employees shall be granted a maximum of three (3) days non-accumulative paid personal leave during each employee's work year. The employee shall request said personal leave from their immediate supervisor at the earliest possible date. Scheduling any such requested leave is subject to the approval by the employee's Supervisor.
- 12.5.2 Classified Unpaid Days - Employees who are not eligible for paid vacation may Request up to two (2) days non-accumulative un-paid days of personal leave during Each employee's work year. The employee shall request un-paid personal leave days In writing to the Superintendent through their immediate supervisor at the earliest possible date. Scheduling any such requested un-paid leave is subject to the approval by supervisors, to be arranged with the supervisor.
- 12.5.3 Employees who have at least one (1) full personal day remaining at the end of the Contract year may be compensated for one (1) day at the employee's hourly rate.

For the purposes of this section "day" shall be defined as one third of the total personal leave hours properly awarded to the employee under section 12.5, above. The employee must inform the payroll department in writing of their intent to roll over a personal day by June 1st of that year.

12.6 Leave Accounting: Each employee payroll check shall list their used and remaining hours of available leaves. The District shall not be responsible for any unintentional errors as to remaining hours of leave.

12.7 Sick Leave Bank:

12.7.1 Sick Leave Bank: The Association can establish and manage a paid sick leave bank for members. The purpose of the sick leave bank shall be to extend to those bargaining unit members additional paid sick leave days should a long-term illness or injury exhaust the member's accumulated sick leave. The Association shall establish rules and regulations to govern the sick leave bank which meet the following conditions:

12.7.1.1 Member's participation in the sick leave bank shall be voluntary.

12.7.1.2 The maximum annual contribution of paid sick leave days shall be one (1) day. By September 1 of each school year, the District shall notify each employee that they can donate to the sick leave bank. Only employees who donate during the current school year are eligible for the sick leave bank regardless of past donations. New employees will be offered the opportunity to join upon hire.

12.7.1.3 The maximum number of sick leave hours in the bank shall be six hundred (600) and can only be increased by mutual agreement of the District and Association.

12.7.1.4 Bargaining unit members shall only be eligible for use of sick leave bank days after they have exhausted all their available individual sick leave, personal leave, or compensatory time.

12.7.1.5 Accumulated sick leave may be donated in full day units and will be transferred upon written notice to and approval of the employee's building principal which contains an acknowledgement of an explanation of the effect on PERS calculation at termination of employment.

12.7.1.6 Sick leave bank days shall only be used by members who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a long-term illness or injury.

12.7.1.7 The maximum number of consecutive sick leave bank days a member can use is twenty (20) days. A member is not eligible for sick leave bank days if the member is receiving compensation under Worker's Compensation, long-term disability, or PERS disability.

- 12.7.1.8 All paid sick leave days contributed to the sick leave bank shall be deducted by the District from the contributor's sick leave account at the time of contribution. Such contributions are irrevocable and shall remain in the bank.
- 12.7.1.9 The Association shall provide the District a list of sick leave bank Contributors and users a copy of the established rules. The District will honor withdrawals from the sick leave bank.
- 12.7.1.10 The District and Association will work cooperatively to implement the sick leave bank.

12.8 Bereavement Leave: The District shall grant up to four (4) days of paid Bereavement Leave per occurrence for the death of a member of a family member as defined by OFLA: Said leave shall commence upon request of the employee. In the event emergency conditions arise, an extension of this leave shall be determined upon individual circumstances by the Superintendent or designee. Bereavement leave shall not be accumulated from year to year.

Article 13 – Safe Work Environment

- 13.1 In the event of absence due to a compensable injury incurred in the course of employment, the district may choose, with the consent of the employee, to pay to such employee the difference between their regular salary and the benefits received by him/her under the Workers' Compensation Law. The amount paid by the district shall be charged against the sick leave days of the employee on an hourly basis. All pay by the district shall cease when the employee's sick leave has been exhausted.
- 13.2 The District and the Union agree to comply with ORS 654.010 and 654.015. When an employee recognizes an unsafe condition, the employee shall report it in a timely manner to his/her immediate supervisor.
- 13.3 The District shall maintain safety committees in accordance with its obligations under law. (ORS Chapter 654 and OAR Chapter 437, concerning Occupational Safety and Health). The purpose of the safety committee is to bring workers and management together in a non-adversarial, cooperative effort to promote safety and health. The safety committee shall include an equal number of employee volunteer or elected member and employer-selected members. When employees and the District agree, the number of employee volunteer or elected members may exceed the number of employer-selected members.
- 13.4 All unit members, in the course of performing their duties, shall report all unsafe practice and conditions to their immediate supervisor. Hazardous conditions in the work environment that are made known to the District and pose a danger to the health and safety of unit members shall be reported to the District Safety Committee.
- 13.5 Unit members shall not be required to participate in work activities under conditions that, as determined by the District, physically endanger their personal safety or well-being.
- 13.6 When a member is assaulted by, or is threatened by, a physically aggressive student, the member will submit an incident report form documenting behavior to the building administrator. The appropriate district administrator will promptly initiate an assessment of the environment and, if appropriate, work with the member to implement a safety plan and/or appropriate training in a timely manner.
- 13.7 Employees will be allowed paid time to fill out district required incident report forms.
- 13.8 The District shall provide necessary communication devices to employees for the safe and efficient performance of work duties, as determined by District Administration. The communication devices shall be used only for the performance of employee's job duties.

Article 14 – Emergency Closures

Classified employee attendance may be required during emergency closures. Unless notified to the contrary, employees shall be compensated for their normal hours. If makeup days are required by the District, the District may require employees to work said makeup days and/or hours without additional pay. If an employee works during the emergency closure and is also required to work the makeup days, the employee will be compensated for the makeup days worked.

Article 15 - Compensation

15.1 Compensation for all employees in the bargaining unit shall be based upon the actual number of hours worked by the employee, including authorized holiday hours, authorized paid leave hours and overtime hours.

15.2 Salary Schedule

15.2.1 The hourly wages for employees covered by the Agreement are set forth in this Agreement.

15.2.1.1 For the 2025-26 fiscal year, classified employees will receive a seven percent (7%) cost of living increase added to the 2024-2025 salary schedule.

15.2.1.2 For the 2026-27 fiscal year, the salaries of all classified employees shall be increased by five percent (5%) added to the 2025-2026 salary schedule.

15.2.1.3 For the 2027-28 fiscal year, the salaries of all classified employees shall be increased by four percent (4%) added to the 2026-2027 salary schedule.

15.2.1.4 Step advancement: For subsequent years, all employees who have a hire date prior to December 31st shall be advanced 1 step the following July 1st and every July 1st after until they have reached Step 5 of the salary schedule.

15.3 The employee's portion of the PERS contribution (up to six percent (6%) shall be paid by the employer.

15.4 Retirement Stipend – Upon retirement any employee employed by the District with twenty (20) years of continuous service with the District shall receive a one-time seven hundred fifty dollar (\$750.00) stipend. Any employee employed by the District with thirty (30) years of continuous service with the District shall receive a one-time one thousand five hundred dollar (\$1,500.00) stipend. The payment will be paid on the next payment date after retirement.

15.5 Placement of Employees on Salary Schedule

15.5.1 All new classified employees with no prior job-related experience shall be placed on Step 1 of the appropriate job classification on the salary schedule and shall remain at Step 1 even after successfully completing a six (6) month probationary period.

15.5.2 All new classified employees with prior experience shall be placed on the appropriate step of the salary schedule, based on their experience at the time of hiring.

15.5.3 Any experience for a new employee shall be based on previous work experience of a like nature, which shall have occurred within the past five (5) years. To ensure consistency in granting credit for experience, the determination of the experience will be made by the Superintendent or their designee(s). Prior to placement, the building principal shall secure information at hiring regarding prior work experience on a standardized form which will be kept in the personnel file at the District Office.

- 15.5.4 Placement on Salary Schedule shall only determine the entry level of a new employee and has no basis in the computation of seniority with the District.
- 15.5.5 Placement on the salary schedule of a current employee shall be at an appropriate step which provides an increase in the hourly wage above that which is being earned by the employee prior to being promoted.

15.6 Working Out of Classification:

- 15.6.1 An employee temporarily assigned or permitted by the District to replace an absent employee, or do the work of a higher classification for at least one day, shall be deemed to be acting out of classification. Placement on the wage schedule shall be at a step one or a step which provides an increase in the hourly wage above that which is being earned by said employee prior to being temporarily assigned or permitted to work at a higher classification. Such compensation or acting out of a classification shall be based upon the satisfactory fulfillment of the normal duties of the position.
- 15.6.2 An employee who indicates they have been working out of classification for a period of at least one (1) year without benefit of due compensation may, with the knowledge of his/her immediate supervisor, petition their principal in writing outlining the work being done and the classification the employee indicates is appropriate. Upon approval, the principal shall refer the petition to the Superintendent for action. Should the principal deny the petition, the employee shall have the recourse of then presenting said written petition, together with the principal's written reason(s) for denial, to the Superintendent for review. The decision of the Superintendent shall be final and non-grievable. Upon approval of a change to a higher classification, the employee shall be placed on the wage schedule at a step one or a step which provides an increase in the hourly wage above that which is being earned by employee prior to petition and is effective from the original date of the petition.

15.7 Call Back Pay:

- 15.7.1 An employee in the bargaining unit called back to work after completing a scheduled shift shall be paid a minimum of two (2) hours wages. In addition, if the total number of hours worked by said employee exceeds forty (40) hours in any one week, they shall be compensated at one and one-half times their regular rate of pay for those excess hours.
- 15.7.2 An employee reporting to work on a scheduled workday who has not been notified not to report shall be compensated for two (2) hours of work at the employee's regular rate of pay.

15.8 Mileage and Per Diem Allowance:

- 15.8.1 The District shall pay any employee in the bargaining unit a car allowance at the IRS rate per mile for any additional mileage incurred as a result of said employee being assigned to work at a school other than that to which they are assigned during the regular school year or the District shall supply such transportation for said employee. The car allowance shall be based on additional miles from the employee's school of normal employment or home whichever is closer to the new assignment.

15.8.2 Any employee who has advance authorization from their immediate supervisor to travel on District business shall be reimbursed for meals, lodging and mileage at the IRS rate upon complying with IRS regulations for documentation.

15.9 Professional Growth:

15.9.1 The District, in their operation of the School District and creation of job descriptions for classified employees, may require the establishment of in-service or accredited courses as a means of upgrading and updating the skills and performance of employees.

15.9.2 The District has the responsibility to establish criteria for professional growth and will develop a pattern for advancement upon the salary schedule in accordance with work experience and professional criteria.

15.9.3 The District has sole responsibility for accreditation according to job descriptions. Employees will seek approval for courses from the Superintendent or designee. It shall be the responsibility of the employee to request that a course be approved for accreditation. The District will not be responsible for lack of course availability in order to meet criterion for professional growth.

15.9.4 From time to time the District may request that an employee undertake professional growth. Upon the successful completion of the course(s) required by the District, the District will reimburse the employee for the cost of tuition.

15.9.5 Changes in job descriptions, including course requirements, shall be subject to written Notification to the Union President.

15.10 District Service Recognition: In recognition of continuous, long-term service to the District, employees will receive Longevity compensation. On July 1, any employee who has completed the requisite ten (10), fifteen (15), or twenty (20) years of continuous employment with the District shall move to the respective longevity column. Longevity Compensation will be calculated as follows:

At ten (10) years of continuous service, a 5% increase will be added to the base wage (step 5).

At fifteen (15) years of continuous service, a 8% increase will be added to their current L10 wage.

At twenty (20) years of continuous service, a 8% increase will be added to their current L15 wage.

15.11 Classified employees may apply for extra duty assignments offered by the District such as Coaching and extracurricular activities. If selected for an assignment, the following conditions will apply:

15.11.1 The compensation for the extra duty assignment will be equivalent to that established in the current WDEA certified bargaining agreement.

15.11.2 The existing rates of pay for an extra duty assignment may be hourly, per event, or a stipend.

- 15.11.3 The pay for any extra duty assignment will be only monetary compensation for the time spent in the assignment and shall not be annualized.
- 15.11.4 The extracurricular activities are voluntary and not connected with regular duties nor count towards insurance eligibility.

15.12. Selection for Extra Duty or Coaching Assignments:

- 15.12.1. A recommendation to hire a classified staff member into a coaching position shall require pre-approval by the immediate supervisor and the District's Human Resources department. The impact on district programs and student learning will be the primary factor used when approving or denying the recommendation to hire.
 - 15.12.1.1 If a classified employee accepts a coaching assignment, and changes their regular job assignment during the season, the district retains the right to re-evaluate the impact on district programs and student learning to determine the eligibility to continue the coaching assignment.
 - 15.12.1.2 Programmatic impact shall be determined on a yearly basis.
- 15.12.2. Extra duty or coaching stipends shall be paid equally throughout the coaching season or, if the employee chooses one lump sum payment at the end of the coaching season. For non-coaching assignments, such as ticket taking or overnight field trips, the employee shall be paid per event.
- 15.12.3. The number of hours a classified employee may work coaching will be determined by dividing the total wages from the WDEA extra-duty salary schedule by the Oregon minimum wage. The employee agrees to only work the number of hours stipulated through this process.
- 15.12.4. Employees who need to leave work early due to a district coaching or other extra duty assignment have the following options for hours missed in their regular work assignment:
 - 15.12.4.1. Employees may work with their direct supervisor to flex their hours for the week. Flexing is an option provided that the employee is able to complete their full job responsibilities when flexing their hours, as determined by the supervisor/administrator and must be resolved in the same forty (40) hour workweek.
- 15.12.5. OSEA and the District acknowledge that coaching contracts are non-union and compensation for such relies on additional stipend, one-year contract, between the district and employee.

In the event an employee makes or files a wage/hour claim against the District through Bureau of Labor and Industry, state or federal court, or other non-collective bargaining agreement based on administrative process, including forfeiture of the right to appeal to arbitration. The wage used to settle such disputes will be equal to Oregon's minimum wage.

15.13. Pay for Extra Duty

- 15.13.1. The established uniform pay rate for supervision and other work not named on the Extra Duty Schedule (Appendix A), will be at a rate of \$20.00 (twenty dollars) per hour. Minimum pay for working at any event less than two (2) hours in duration will be \$40.00.
- 15.13.2. Activity supervisors and workers will be paid to the nearest quarter hour for time spent working at the event and must clock-in and clock-out of Veritime to receive compensation.
- 15.13.3. Supervisors and other workers at extra-curricular events must be signed up in advance of an event in an established and well-known process and approved by the administrator. The event organizer should work with the administrator to determine the number of paid supervisors needed for an event before any sign-ups occur. Any classified staff member who works at an event without being approved in advanced will not be considered a paid employee and will not be compensated. No classified staff will be required to work without compensation.
- 15.13.4. Time reporting method will be done by clocking in/out of Veritime and hourly allocations will be determined by the administrators in cooperation with their teaching staffs.

Article 16 – Benefits

16.1 Holidays: Holidays for employees in the bargaining unit shall be as listed below:

Other Than Twelve (12) month employees	Twelve (12) month employees
Labor Day	Labor Day
Veterans Day	Veterans Day
Thanksgiving Day	Thanksgiving Day
New Year's Day	Christmas Day
Martin Luther King Day	New Year's Day
President's Day	Martin Luther King Day
Memorial Day	President's Day
	Memorial Day
	July 4 th
Total: 7 Days	Total: 9 Days

16.2 Employees in the bargaining unit shall be compensated for the holiday as though that employee had worked a regular schedule for the day even though the holiday may not fall within a normal workweek. An employee required to work on the above holidays shall receive the overtime rate for all hours worked in addition to their holiday pay.

16.3 Vacation:

16.3.1 Paid vacation time earned by twelve (12) month employees in the bargaining unit shall be granted as indicated in the following outline:

12-Month Employees:

Year of service with the District:	<u>1&2</u>	<u>3&4</u>	<u>5+</u>
Number of Days:	5	10	15

16.3.2 Vacation scheduling shall be coordinated with and approved by the Superintendent or designated building administrator. A response shall be communicated to the employee within one (1) week of request. If the vacation time requested by two (2) or more employees within a building conflict, seniority shall prevail. However, once approved, vacation time required by an employee may not be taken away by a more senior employee.

16.3.3 Any employee may accrue no more than thirty (30) days of vacation time. Unused vacation days in excess of thirty (30) days shall be used within the duration of this Agreement. Any unused vacation days in excess of thirty (30) days as of the expiration of this Agreement shall be forfeited.

16.4 School Year Reduction: In the event the District reduces the number of days of the school year, the only loss to the employee will be salary. No employee will have insurance benefits, vacation accrual, or holidays affected by the shortened school year, except as provided in 16.3.3 above.

Article 17 - Insurance

17.1 Insurance Caps:

17.1.1 During the term of this Agreement, the District will contribute, for each eligible classified employee up to the following per month towards the premium of insurance, in the event of a raise to the tiered district CAPS for licensed, confidential, or administrative employee groups in WDSD, the classified CAPS will increase to that same amount, depending on the tiered coverage elected by the employee and the plan selected by the insurance committee. If the selection is a tiered plan, the District contribution will be as follows:

2025-2026 TIERED DISTRICT CAPS

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee and Children</u>	<u>Family</u>
\$890	\$1,651	\$1,524	\$2,223

2026-2027 TIERED DISTRICT CAPS

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee and Children</u>	<u>Family</u>
\$925	\$1,717	\$1,585	\$2,312

2027-2028 TIERED DISTRICT CAPS

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee and Children</u>	<u>Family</u>
\$962	\$1,786	\$1,649	\$2,404

17.2 Bargaining unit members employed prior to July 1, 2010 who work twenty (20) hours or more per week shall be eligible for one hundred (100%) of the monthly District insurance contribution as set forth in this Article 17.1.

Members working thirty to forty (30-40) hours per week shall be eligible for one hundred (100%) of the monthly District insurance contribution as defined in this Article 17.1.

17.3 The classified insurance committee shall choose which and how many OEBB insurance plans will be offered, consistent with the Health Care Reform Legislation effective January 1, 2014; OEBB rules; by a majority vote of the bargaining unit members. The result of such vote shall be disclosed to the District. The classified insurance committee will select an HAS - Qualified, high-deductible plan as one of the OEBB Medical plans selections each year, if available. Said vote shall be conducted prior to the OEBB deadline if determined to be needed by the Association. Responsibility for conducting the insurance election shall rest with the local insurance committee, provided plans selected are in compliance with the Health Care Reform Legislation effective January 1, 2014, as amended, to assure the District will not receive or be liable for the Free Rider Penalty or the Cadillac Tax, if applicable. If an eligible employee selects an HSA-qualified high-deductible plan, the District will contribute \$100 per month to the employee's HAS account.

17.4 Employees newly hired by the District shall be eligible for district-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

- 17.5 The benefit program(s) identified shall be provided only in accordance with the underwriting rules and regulations set forth by OEBB (State Exchange, if applicable) and the Affordable Care Act.
- 17.6 Employees separated from employment with the District shall have benefits terminated on the first day of the month following termination of employment.
- 17.7 In conjunction with the District Section 125 Plan, effective October 1, 2011, and during open enrollment thereafter, bargaining unit members who are eligible to receive a district contribution towards insurance and who elect to opt out of insurance, may choose to receive a monthly salary stipend subject to all applicable tax. Elections to opt out of the health insurance benefit plans must be made at the time of hire, when initially meeting eligibility requirements, or during the annual open enrollment period. Eligible employees electing to opt out must:
 - 17.7.1 Maintain coverage under another employer-sponsored group medical benefit plan.
 - 17.7.2 Election to opt out of coverage must be made by September 1st of each year. Employee election must be made on an "Opt Out Election" form and the employee must submit their election to opt out through the OEBB benefit management system or State Exchange, if applicable.
 - 17.7.3 If requested, the employee shall provide proof of current coverage under another employer-sponsored group medical benefit plan.
- 17.8 If, at a later day, employee wishes to re-enroll as a member of the District's health plans, employee shall no longer be eligible for the monthly salary stipend. The employee may enroll in the District's benefit plans during the next open enrollment, unless current coverage ends prior to that event.
- 17.9 If an employee becomes ineligible for the monthly salary stipend due to the loss of other coverage, the employee must reenroll in the OEBB Health Plan within thirty (30) days of loss of coverage.
- 17.10 In lieu of insurance contribution, eligible employees electing to opt out of the district insurance program are eligible to receive a monthly salary stipend. Eligible employees working thirty to forty (30-40) hours per week, who elect to opt out of insurance are eligible to receive additional pay of six hundred dollars (\$600.00) per month, subject to all applicable mandatory withholding for taxes and other deductions.

Article 18 - Discipline

- 18.1 Discipline shall be defined as written reprimand suspension without pay, demotion or dismissal. No employee within the bargaining unit shall be disciplined without just cause or progressive discipline. Severe or egregious acts of misconduct will not be subject to progressive discipline and will instead be subject to a consequence that matched the severity of the offense.
- 18.2 Discipline of employees in the bargaining unit for unsatisfactory services requires administrative action. This requires action by the Superintendent although such action may be at the recommendation of the supervisor. The following actions, but not limited to, are deemed acts sufficient for discipline without progressive discipline:
 - 18.2.1 Incompetence, inefficiency, insubordination, or neglect of duty;
 - 18.2.2 Unauthorized absence;
 - 18.2.3 Any willful violation of a rule or regulation established by the School Board;
 - 18.2.4 Conviction of a criminal act;
 - 18.2.5 Intoxication on duty; or
 - 18.2.6 Conduct detrimental to the School District or its personnel.
- 18.3 In the event of unsatisfactory performance based upon the employee's job description, program of assistance for improvement will be initiated using the following procedures:
 - 18.3.1 The supervisor shall inform the employee when poor performance is observed and relate what is expected. The employee shall receive the above in writing upon request.
 - 18.3.2 If unsatisfactory performance continues, the employee may be placed on a program of assistance for improvement which shall allow reasonable time for improvement based on work that needs to be improved.
 - 18.3.3 The employee will not receive the next step increase during a time when he/she is on a program of assistance for improvement. Step will be implemented upon successful completion of a program of assistance for improvement.
 - 18.3.4 If performance does not improve, the District may take further disciplinary or dismissal action.
 - 18.3.5 Written Notice to Appear: Whenever any classified employee is required to appear before the Superintendent or designee concerning any matter which would be made a matter of record and could adversely affect the continuation of the employee in their office, position or employment, or the wages or any increments thereto, then they shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union or legal counsel present to advise them and represent the during such meeting or interview.
- 18.4 Dismissal of an employee may be appealed to the School Board for action. This does not preclude any employee rights under Article 19 of this Agreement.

Article 19 – Grievance Procedure

19.1 A grievance, for the purpose of this Agreement, is defined as an alleged violation of the terms of the contract. The form of the “grievance” shall be a written and dated claim by a classified employee who is a member of the bargaining unit or by the Union.

Informal/Collaborative

19.2 The grievant will first discuss their grievance with their principal or immediate supervisor, either individually or through the school grievance representative, or accompanied by a representative of the Union, with the objective of resolving the matter informally. The grievant shall specify the remedy sought at this time.

19.3 The “days” referred to under the deadlines of this Article shall be days that the District office is open.

Level One

19.4 If the grievant is not satisfied with the disposition of their grievance, they may file a written Grievance with their immediate supervisor, who has administrative authority to act, within ten (10) days following the act or condition which is the basis of their complaint, or if the grievant had no knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge. This complaint shall set forth the grounds upon which complaint is based, specific relief or remedy sought and the reasons why the grievant considers the decision rendered unacceptable. The immediate supervisor shall communicate their decision in writing within five (5) days to the grievant.

Level Two

19.5 Within five (5) days of the receipt of the decision rendered by the immediate supervisor, the grievant, if they are not satisfied with the decision of the immediate supervisor, may appeal in writing to the Superintendent or the Superintendent’s representative who has the administrative authority by Board policy to act in the matter.

19.6 Appeals to the Superintendent or their representative shall be heard by the Superintendent or their representative within ten (10) days of their receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the grievant, their representative or any other person officially in the grievance.

19.7 Attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.

19.8 Within five (5) days of hearing the appeal, the Superintendent or their representative shall communicate to the grievant and the grievant’s designated representative, their written decision, which shall include supporting reason therefore.

Level Three

- 19.9 If the grievant is not satisfied with the decision of the Superintendent or their representative, the grievant may file a written appeal with the Board within five (5) days from the receipt of the Superintendent's or their representative's decision. The appeal shall state the grievant's reasons for appealing the decision.
- 19.10 The School District Board of Directors will notify all official parties of a hearing to be held within ten (10) days of the receipt of the appeal. The Board of Directors shall hear arguments of the Superintendent, the grievant and/or the grievant's representative.
- 19.11 Within five (5) days following the hearing, the School District Board of Directors shall render a decision in writing to all official parties.

Level Four

- 19.12 If the Union is not satisfied with the Board's decision, it may file a written notice of appeal within ten (10) days with the Superintendent and with the Board. The notice of appeal shall state the reasons for appealing the decision of the Board and intent to appeal the matter to grievance arbitration.
- 19.13 Within ten (10) days after such written notice of submission to arbitration, the District and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request may be made by either party to the Employment Relations Board (ERB) for a list of arbitrators. In the selection of an arbitrator a coin flip will be used to determine who will strike the first name. Thereafter, parties will alternate striking names until one remains. The remaining name shall be the arbitrator.
- 19.14 The arbitrator so elected shall confer with the representatives of the District and the Union and may hold hearings promptly and shall be encouraged to issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been determined unnecessary, then from the date that the final briefs on the issues are submitted to them. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and the Union and shall be final and binding on the parties. Except as otherwise expressly provided in this Agreement, or by subsequent mutual agreement of the parties, the arbitration will be conducted in accordance with the voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time.
- 19.15 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the District and the Union. Any other expenses incurred shall be paid by the party incurring the same.

Article 20 - Committees

20.1 Position Review/Reclassification Committee: (effects 15.6.2)

20.1.1 The Position Review/Reclassification Committee will be established by September 1st of each year and shall be comprised of two (2) administrators appointed by the District and three (3) classified employees appointed by the Association. Administrators and the Association members may each have outside consultants of their choosing present as they see fit. Classified employees serving on the committee cannot review their own job description. After each position review meeting, the committee will provide their meeting minutes and recommendations to the Labor Management Committee.

20.1.2 Committee Functions

The Position Review Committee will have the following functions:

Reclassification/New Classification

Job Description Review

20.1.3 Definitions

Reclassification: Reclassification is the movement of an employee from one job classification to a different job classification on the wage schedule. Reclassifications occur when assigned duties and responsibilities of a job change and are better defined by another existing classification. When the District reclassifies a position in such a manner as to not substantially create a different position, the incumbent in the prior position will continue in the reclassified position provided he or she continues to be qualified for the same and with no loss of seniority or benefits.

New Classification: New Classification is a new job description that is created in order to meet current essential job duties and responsibilities not currently defined under a classification.

Job Description: New Descriptions are reviewed on an ongoing basis by the Position Review Committee.

Process:

The process for Reclassification, New Classification, and Job Description Review will Follow the guidelines established and mutually agreed upon by the Labor Management Committee.

20.2 Labor Management Committee: The District and Union agree to continue the Labor Management Committee to discuss shared workplace concerns which are not grievances Under Article 19 for the purpose of promoting open communications, problem-solving at the Lowest possible level and resolving workplace concerns.

20.2.1 This committee may meet as needed and shall consist of no more than four Union Representative and four Administrators. The date and time of the meetings shall be set by the call of the Superintendent. The committee will meet at least quarterly.

Article 21 - Subcontracting

The District agrees to negotiate with the Union regarding the impact of subcontracting bargaining unit work. The District shall notify, in writing, the Union and the Chapter President a minimum of ninety (90) days prior to implementation.

Article 22 - Complete Agreement

- 22.1 The Union and the District agree that all issues were fully bargained by the District and the Union during negotiations for the Agreement. Such issues include, by way of illustration and not by limitation, workload and all assignments during the workday and work year.
- 22.2 The Union and the District both mutually agree that the execution of the Agreement is in full and final satisfaction of all bargaining demands and obligations pertaining to all working conditions of members of the Union's bargaining unit. The parties mutually agree that this executive Agreement is a complete representation of both the subjective and objective manifestation of the parties and was reviewed carefully prior to affixing of signatures.

POSITION	2025-2026 Classified Salary Schedule						1.07 1.06 1.08 1.08	
	Step + 7% COLA Steps 1-5					LONGEVITY 10L (10 YEARS) 5% from Step 5		
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5			
INST ASST 1	\$17.30	\$17.82	\$18.35	\$18.90	\$19.47	\$20.44	\$22.08	\$23.84
INST ASST 2	\$17.83	\$18.36	\$18.91	\$19.48	\$20.06	\$21.07	\$22.75	\$24.57
LCR INST ASST 1	\$17.73	\$18.26	\$18.81	\$19.37	\$19.96	\$20.95	\$22.63	\$24.44
LCR INST ASST 2	\$18.28	\$18.82	\$19.39	\$19.97	\$20.57	\$21.60	\$23.33	\$25.19
DLC SPEC ED INST ASST 1	\$18.28	\$18.83	\$19.39	\$19.97	\$20.57	\$21.60	\$23.33	\$25.20
DLC SPEC ED INST ASST 2	\$18.81	\$19.37	\$19.95	\$20.55	\$21.17	\$22.23	\$24.00	\$25.92
MEDIA SPECIALIST 1	\$17.30	\$17.82	\$18.35	\$18.90	\$19.47	\$20.44	\$22.08	\$23.84
MEDIA SPECIALIST 2	\$17.83	\$18.36	\$18.91	\$19.48	\$20.06	\$21.07	\$22.75	\$24.57
DISTRICT MEDIA SPECIALIST	\$19.44	\$20.03	\$20.63	\$21.25	\$21.88	\$22.98	\$24.82	\$26.80
SECRETARY	\$19.87	\$20.47	\$21.08	\$21.72	\$22.37	\$23.49	\$25.36	\$27.39
ELE/MS OFFICE LEAD	\$21.37	\$22.01	\$22.67	\$23.35	\$24.06	\$25.26	\$27.28	\$29.46
HS OFFICE LEAD	\$24.76	\$25.51	\$26.27	\$27.06	\$27.87	\$29.27	\$31.61	\$34.14
FOOD SERVICE ASSISTANT	\$17.30	\$17.82	\$18.35	\$18.90	\$19.47	\$20.44	\$22.08	\$23.84
FOOD SERVICE LEAD	\$17.83	\$18.36	\$18.91	\$19.48	\$20.06	\$21.07	\$22.75	\$24.57
CUSTODIAN	\$18.13	\$18.68	\$19.24	\$19.81	\$20.41	\$21.43	\$23.14	\$24.99
HEAD CUSTODIAN	\$20.72	\$21.34	\$21.98	\$22.64	\$23.32	\$24.48	\$26.44	\$28.55
MAINT/GROUNDS	\$18.13	\$18.68	\$19.24	\$19.81	\$20.41	\$21.43	\$23.14	\$24.99
HEAD MAINT/GROUNDS	\$25.20	\$25.95	\$26.73	\$27.53	\$28.36	\$29.77	\$32.15	\$34.73
PARA-PROF COUNSELOR	\$31.42	\$32.36	\$33.34	\$34.34	\$35.37	\$37.13	\$40.10	\$43.31
ECE PARA-PROF FACILITATOR	\$26.52	\$27.31	\$28.13	\$28.98	\$29.85	\$31.34	\$33.85	\$36.55
STUDENT SUCCESS COACH	\$24.76	\$25.51	\$26.27	\$27.06	\$27.87	\$29.27	\$31.61	\$34.14
POST SECONDARY ADVISOR	\$24.76	\$25.51	\$26.27	\$27.06	\$27.87	\$29.27	\$31.61	\$34.14
REGISTRAR	\$24.76	\$25.51	\$26.27	\$27.06	\$27.87	\$29.27	\$31.61	\$34.14
SCHOOL TO WORK COORDINATOR	\$31.42	\$32.36	\$33.34	\$34.34	\$35.37	\$37.13	\$40.10	\$43.31

POSITION	2026-2027 Classified Salary Schedule					Step + 5% COLA Steps 1-5		
						1.05 1.08 1.08		
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	LONGEVITY 10L (10 YEARS) 5% from Step 5	LONGEVITY 15L (15 YEARS) 8% From 10L	LONGEVITY 20L (20 YEARS) 8% from 15L
INST ASST 1	\$18.16	\$18.71	\$19.27	\$19.85	\$20.44	\$21.47	\$23.18	\$25.04
INST ASST 2	\$18.72	\$19.28	\$19.86	\$20.45	\$21.07	\$22.12	\$23.89	\$25.80
LCR INST ASST 1	\$18.62	\$19.17	\$19.75	\$20.34	\$20.95	\$22.00	\$23.76	\$25.66
LCR INST ASST 2	\$19.19	\$19.77	\$20.36	\$20.97	\$21.60	\$22.68	\$24.49	\$26.45
DLC SPEC ED INST ASST 1	\$19.19	\$19.77	\$20.36	\$20.97	\$21.60	\$22.68	\$24.50	\$26.46
DLC SPEC ED INST ASST 2	\$19.75	\$20.34	\$20.95	\$21.58	\$22.23	\$23.34	\$25.20	\$27.22
MEDIA SPECIALIST 1	\$18.16	\$18.71	\$19.27	\$19.85	\$20.44	\$21.47	\$23.18	\$25.04
MEDIA SPECIALIST 2	\$18.72	\$19.28	\$19.86	\$20.45	\$21.07	\$22.12	\$23.89	\$25.80
DISTRICT MEDIA SPECIALIST	\$20.42	\$21.03	\$21.66	\$22.31	\$22.98	\$24.13	\$26.06	\$28.14
SECRETARY	\$20.87	\$21.49	\$22.14	\$22.80	\$23.49	\$24.66	\$26.63	\$28.76
ELE/MS OFFICE LEAD	\$22.44	\$23.11	\$23.81	\$24.52	\$25.26	\$26.52	\$28.64	\$30.93
HS OFFICE LEAD	\$26.00	\$26.78	\$27.59	\$28.41	\$29.27	\$30.73	\$33.19	\$35.84
FOOD SERVICE ASSISTANT	\$18.16	\$18.71	\$19.27	\$19.85	\$20.44	\$21.47	\$23.18	\$25.04
FOOD SERVICE LEAD	\$18.72	\$19.28	\$19.86	\$20.45	\$21.07	\$22.12	\$23.89	\$25.80
CUSTODIAN	\$19.04	\$19.61	\$20.20	\$20.80	\$21.43	\$22.50	\$24.30	\$26.24
HEAD CUSTODIAN	\$21.75	\$22.40	\$23.08	\$23.77	\$24.48	\$25.71	\$27.76	\$29.98
MAINT/GROUNDS	\$19.04	\$19.61	\$20.20	\$20.80	\$21.43	\$22.50	\$24.30	\$26.24
HEAD MAINT/GROUNDS	\$26.46	\$27.24	\$28.07	\$28.91	\$29.77	\$31.26	\$33.76	\$36.46
PARA-PROF COUNSELOR	\$32.99	\$33.98	\$35.00	\$36.05	\$37.13	\$38.99	\$42.11	\$45.48
ECE PARA-PROF FACILITATOR	\$27.84	\$28.68	\$29.54	\$30.43	\$31.34	\$32.91	\$35.54	\$38.38
STUDENT SUCCESS COACH	\$26.00	\$26.78	\$27.59	\$28.41	\$29.27	\$30.73	\$33.19	\$35.84
POST SECONDARY ADVISOR	\$26.00	\$26.78	\$27.59	\$28.41	\$29.27	\$30.73	\$33.19	\$35.84
REGISTRAR	\$26.00	\$26.78	\$27.59	\$28.41	\$29.27	\$30.73	\$33.19	\$35.84
SCHOOL TO WORK COORDINATOR	\$32.99	\$33.98	\$35.00	\$36.05	\$37.13	\$38.99	\$42.11	\$45.48

POSITION	2027-2028 Classified Salary Schedule								
	Step + 4% COLA Steps 1-5					Step + 4% COLA Steps 6-10			
	1.04	1.05	1.06	1.07	1.08	1.09	1.10	1.11	1.12
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	LONGEVITY 10L (10 YEARS) 5% from Step 5	LONGEVITY 15L (15 YEARS) 8% from 10L	LONGEVITY 20L (20 YEARS) 8% from 15L	
INST ASST 1	\$18.89	\$19.46	\$20.04	\$20.64	\$21.26	\$22.32	\$24.11	\$26.04	
INST ASST 2	\$19.47	\$20.05	\$20.65	\$21.27	\$21.91	\$23.00	\$24.84	\$26.83	
LCR INST ASST 1	\$19.36	\$19.94	\$20.54	\$21.16	\$21.79	\$22.88	\$24.71	\$26.69	
LCR INST ASST 2	\$19.96	\$20.56	\$21.17	\$21.81	\$22.46	\$23.58	\$25.47	\$27.51	
DLC SPEC ED INST ASST 1	\$19.96	\$20.56	\$21.18	\$21.81	\$22.47	\$23.59	\$25.48	\$27.51	
DLC SPEC ED INST ASST 2	\$20.54	\$21.15	\$21.79	\$22.44	\$23.11	\$24.27	\$26.21	\$28.31	
MEDIA SPECIALIST 1	\$18.89	\$19.46	\$20.04	\$20.64	\$21.26	\$22.32	\$24.11	\$26.04	
MEDIA SPECIALIST 2	\$19.47	\$20.05	\$20.65	\$21.27	\$21.91	\$23.00	\$24.84	\$26.83	
DISTRICT MEDIA SPECIALIST	\$21.23	\$21.87	\$22.53	\$23.20	\$23.90	\$25.09	\$27.10	\$29.27	
SECRETARY	\$21.70	\$22.35	\$23.02	\$23.71	\$24.43	\$25.65	\$27.70	\$29.91	
ELE/MS OFFICE LEAD	\$23.34	\$24.04	\$24.76	\$25.50	\$26.27	\$27.58	\$29.79	\$32.17	
HS OFFICE LEAD	\$27.04	\$27.85	\$28.69	\$29.55	\$30.44	\$31.96	\$34.52	\$37.28	
FOOD SERVICE ASSISTANT	\$18.89	\$19.46	\$20.04	\$20.64	\$21.26	\$22.32	\$24.11	\$26.04	
FOOD SERVICE LEAD	\$19.47	\$20.05	\$20.65	\$21.27	\$21.91	\$23.00	\$24.84	\$26.83	
CUSTODIAN	\$19.80	\$20.39	\$21.01	\$21.64	\$22.29	\$23.40	\$25.27	\$27.29	
HEAD CUSTODIAN	\$22.62	\$23.30	\$24.00	\$24.72	\$25.46	\$26.73	\$28.67	\$31.18	
MAINT/GROUNDS	\$19.80	\$20.39	\$21.01	\$21.64	\$22.29	\$23.40	\$25.27	\$27.29	
HEAD MAINT/GROUNDS	\$27.52	\$28.33	\$29.19	\$30.06	\$30.96	\$32.51	\$35.11	\$37.92	
PARA-PROF COUNSELOR	\$34.31	\$35.34	\$36.40	\$37.49	\$38.62	\$40.55	\$43.79	\$47.30	
ECE PARA-PROF FACILITATOR	\$28.96	\$29.83	\$30.72	\$31.64	\$32.59	\$34.22	\$36.96	\$39.92	
STUDENT SUCCESS COACH	\$27.04	\$27.85	\$28.69	\$29.55	\$30.44	\$31.96	\$34.52	\$37.28	
POST SECONDARY ADVISOR	\$27.04	\$27.85	\$28.69	\$29.55	\$30.44	\$31.96	\$34.52	\$37.28	
REGISTRAR	\$27.04	\$27.85	\$28.69	\$29.55	\$30.44	\$31.96	\$34.52	\$37.28	
SCHOOL TO WORK COORDINATOR	\$34.31	\$35.34	\$36.40	\$37.49	\$38.62	\$40.55	\$43.79	\$47.30	