

COLLECTIVE BARGAINING AGREEMENT

Between

PARKROSE SCHOOL DISTRICT #3



and

**PARKROSE CLASSIFIED EMPLOYEES
OSEA CHAPTER 44**



2023-2026

TABLE OF CONTENTS

PREAMBLE	5
ARTICLE 1 - RECOGNITION.....	6
1.2 Substitute Employees	6
1.3 Temporary Employees	6
1.4 Seasonal Employees	6
1.5 Association Membership	6
ARTICLE 2 - TERMS OF AGREEMENT	7
ARTICLE 3 - MANAGEMENT RIGHTS	8
ARTICLE 4 - ASSOCIATION RESPONSIBILITIES AND RIGHTS	9
4.2 Use of Facilities	9
4.3 Use of Office Equipment	9
4.4 Use of Internet/Email	9
4.5 Association Visits	9
4.6 Association Designated Representatives	9
4.7 Information	10
4.8 Bulletin Boards	11
4.9 Association Business	11
.....
ARTICLE 5 - SAVINGS CLAUSE	12
ARTICLE 6 - STRIKES AND LOCKOUTS	13
ARTICLE 7 - CLASSIFICATION ISSUES	14
7.1 Elimination of a Classification	14
7.2 Subcontracting of Bargaining Unit Work	14
7.3 Changes in Classification	14
7.4 Working Out of Classification	15
ARTICLE 8 - GRIEVANCE PROCEDURE	17
8.1 Objectives	17
8.2 Definitions	17
8.3 Grievance Guidelines	17
8.4 Levels of Grievance Procedure	18
8.5 Grievance that Affects a Group or Class of Employees	19
8.6 Documentation of Grievance	20
ARTICLE 9 - LAYOFF.....	21
9.1 Definition	21
9.2 Layoff Procedures	21
9.3 Bumping Procedures	21
9.4 Recall Procedure	22
9.5 Benefit Coverage During Layoff Status	23
ARTICLE 10 - ASSISTANCE, DISCIPLINE, DISMISSAL AND RESIGNATION	24
10.1 Probationary Employees	24
10.2 Plan of Assistance	24
10.3 Discipline	24
10.4 Dismissal Procedure	25
10.5 Resignation	25
10.6 Complaints	26

ARTICLE 11 - LEAVES OF ABSENCE WITH PAY	27
11.1 Sick Leave	27
11.2 Personal Business Leave	28
11.3 Advance of Personal Business Leave	28
11.4 Bereavement Leave	29
11.5 Family Illness Leave	29
11.6 Court Duty	30
11.7 Involuntary Absence Due to Quarantine or Other Health Emergency	30
11.8 Sick Leave Bank	31
11.9 High-Risk Health Conditions	32
ARTICLE 12 - LEAVES OF ABSENCE WITHOUT PAY	33
12.1 Parental Leave	33
12.2 Family and Medical Leave	33
12.3 Personal Leave (DEDUCT)	34
ARTICLE 13 - JOB OPENING NOTIFICATION/HIRINGS	35
13.1 Job Postings	35
13.2 Positions Open Due to Temporary Absence	35
13.3 Posting Vacant Positions	35
13.4 Step Placement of Current District Employees	35
13.5 Step Placement of New Hires	35
ARTICLE 14 - TRANSFER AND ASSIGNMENT	37
14.1 Employee Initiated Transfers	37
14.2 District Initiated Transfers	37
ARTICLE 15 - PERSONNEL FILE	39
ARTICLE 16 – REST AND LUNCH PERIODS	40
16.1 Rest Periods	40
16.2 Lunch Periods	40
16.3 Number of Rest & Meal Periods Required Based on Length of Work Period	40
16.4 Waiver of Lunch Period	40
16.5 Exempt Employees	40
ARTICLE 17 - UNION SECURITY	41
ARTICLE 18 - VACATIONS	42
ARTICLE 19 - HOLIDAYS	44
ARTICLE 20 – WORKING CONDITIONS	46
20.1 Work Year	46
20.2 Auto Usage	46
20.3 Meal Reimbursement for Out-of-District Activities:	47
20.4 Evaluations	47
20.5 Past Practices	47
20.6 Tobacco Free Workplace	47
20.7 Medical Exams	47
20.8 Health and Safety	47
ARTICLE 21 - PROFESSIONAL DEVELOPMENT	50
21.1 Professional Development Funds	50
21.2 Proof of Attendance/Successful Completion	50

ARTICLE 22 - EMERGENCY AND STORM CLOSURES.....	51
22.1 Notification of Closures	51
22.2 Critical Employees	51
ARTICLE 23 - TRANSPORTATION	52
23.1 Transportation Manual	52
23.2 Bus Drivers Training Pay	52
23.3 Bus Driver Extra Trip Hours	52
23.4 No Available Drivers.....	52
23.5 Subcontracting Trips	53
23.6 Bus Driver Hiring Incentives	54
23.7 Incentive for referring a New Driver.....	54
23.8 Type 10/20 Vehicles.....	54
23.9 Ongoing Shortage.....	55
ARTICLE 24 – INSURANCE BENEFITS.....	56
24.4 Long Term Disability	56
24.5 District Contributions for Employees.....	56
24.5 Pool.....	56
24.6 Couple Pooling.....	58
24.7 Health Savings Accounts (HSA).....	58
ARTICLE 25 – COMPENSATION	60
25.1 2023-26 Compensation.....	60
25.1.3 Longevity.....	60
25.2 Graveyard 2% Premium	61
25.3 Overtime.....	61
25.4 Extra Time	61
25.5 Hazardous Duty/Safety Equipment.....	62
25.6 Computer Professionals.....	62
25.7 Cell Phone Usage	63
25.8 Pay Differential	63
ARTICLE 26 - LABOR/MANAGEMENT COUNCIL.....	64
ARTICLE 27 – NON-DISCRIMINATION.....	65
ARTICLE 28 - EXECUTION AND SIGNATURE	66
APPENDIX A - CLASSIFICATION LIST	67
APPENDIX B – 2023-2026 WAGE/SALARY SCHEDULES	68
APPENDIX C – LAYOFF ORDER.....	71
APPENDIX D - GRIEVANCE RECORD.....	74

PREAMBLE

This Agreement is entered into by the Board of Education on behalf of the Parkrose School District No. 3, herein referred to as the "Board" and the "District" with the Parkrose Classified Employees' Association (OSEA, Chapter #44), herein referred to as the "Association" or "Union."

The purpose of this Agreement is to set forth the basic and full agreement between the parties on those matters concerning salaries, related economic benefits, and conditions of employment for the period of time defined herein.

ARTICLE 1 – RECOGNITION

1.1 The Parkrose School District Board of Education recognizes the Oregon School Employees Association as the exclusive collective bargaining representative with respect to wages, hours, and related conditions of employment as set forth in Oregon Revised Statutes, Chapter 243, for the term hereof of all classified full-time and part-time personnel employed by the Parkrose School District, excluding supervisory (defined ORS 243.650 (6)) , confidential (defined ORS 243.650 (23)), substitutes, and temporary employees.

1.2 Substitute Employees

Substitute employees are those who are working on a daily or short-term substitute basis for a regular employee who is expected to return to work.

1.3 Temporary Employees

Temporary employees are those who are working on a short-term time-specific or task-specific job and are in addition to, not instead of, a regular employee.

- a. Temporary employees who work a specific task or job for sixty (60) work days or less are not part of the bargaining unit. The position shall be assigned to a classification in Appendix A and the employee shall be paid accordingly.
- b. Temporary employees who work sixty-one (61) work days or more will be part of the bargaining unit with rights and benefits contained therein with the exception of Article 9, Layoff.

1.4 Seasonal Employees

Seasonal employees are employees who are not provided with guaranteed hours each week and are scheduled as needed. The scheduled number of hours may change daily, weekly or seasonally. They will be part of the bargaining unit with rights and benefits contained therein with the exception of Article 9, Layoff; Article 19, Holidays; Article 21, Professional Development; Article 22, Emergency and Storm Closure. If these employees are regularly scheduled for more than twenty hours in a week for four consecutive weeks during the regular school year (excluding holidays and break periods), they become regular employees.

1.5 Association Membership

Employees have the right to join the association, but membership in the Association shall not be required as a condition of employment. The District will furnish to all newly employed personnel, at the time of their employment, a copy of the collective bargaining agreement and the OSEA membership packet.

ARTICLE 2 - TERMS OF AGREEMENT

- 2.1 This Agreement shall be effective as of July 1, 2023 and shall remain in full force and effect through June 30, 2026.

The Association will provide notice of intent to bargain a successor agreement by February 15, 2026.

- 2.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject appropriate for bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- 2.3 Should either party wish to negotiate a successor agreement, it shall so notify the other in writing prior to the expiration of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Board, on its own behalf and on behalf of the patrons of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon and of the United States, except as such rights are modified or waived by the terms of this Agreement.
 - 3.1.1 The Board may exercise its powers, rights, authority, duties, and responsibilities concerning the adoption of policies, rules, regulations, and practices in furtherance thereof, except as such rights are modified or waived by the terms of this Agreement.
 - 3.1.2 The use of judgment and discretion in connection therewith shall be limited only by the expressed terms of this Agreement and then only to the extent such expressed terms hereof are in accordance with the laws and Constitution of the State of Oregon and the laws and Constitution of the United States.
- 3.2 The Association understands that the District has the inherent management right to define the duties of a job, the equipment to be used, and the training required for employees. However, when the District intends to make a significant change in the duties, equipment, or training required for a job, it will first inform the Association and, upon request, will confer with the Association and take into consideration any suggestions and proposals made by the Association regarding the scope of the training and the time frame available to the employee to get the necessary training.

ARTICLE 4 - ASSOCIATION RESPONSIBILITIES AND RIGHTS

4.1 The Association shall negotiate for all employees in the bargaining unit on matters affecting employment relations as provided by ORS 243.650 *et al.*

4.2 Use of Facilities

The Association or committee(s) of the Association shall be allowed the use of the facilities of the District for meetings. Meetings of OSEA or its committee(s) shall be scheduled before or after the regular workday, at times when the facility in question is not already in use or scheduled to be used.

4.3 Use of Office Equipment

The Association shall be allowed use of such office equipment as needed to provide duplicating, distribution, and information to the employees on the basis that there is reimbursement for any consumable supplies and/or repair or replacement of equipment which is damaged in use. The Association shall be entitled to use inter-school mail facilities and school mailboxes for distributing information to employees in the bargaining unit. The Association shall indemnify, defend, and hold harmless the District against any claim or suit brought as a result of the Association's use of the inter-district mail system.

4.4 Use of Internet/Email

The District's electronic mail and internet system may be used by the Association for union-related communications including, but not limited to, communications related to:

- 4.4.1 Collective bargaining
- 4.4.2 Grievances or other dispute investigations
- 4.4.3 Governance of the Association.

4.5 Association Visits

The Association will be allowed to visit the work area of the employees in the bargaining unit provided there is no disruption or interruption of work, and the association representative gives advance notice to the appropriate supervisor of the school or building being visited.

4.6 Association Designated Representatives

4.6.1 For purposes of this Article, "designated representatives" shall include chapter executive board officers, stewards, work site organizers and their designees. Non-employees OSEA representatives shall be permitted access to the District's facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives.

4.6.2 The district shall allow designated union representatives to engage in the following activities during work hours and at the District's facilities, without loss of compensation or benefits:

- 4.6.2.1 Investigate and process grievances and other workplace-related complaints;
- 4.6.2.2 Attend investigatory meetings, hearings, and other due process proceedings;
- 4.6.2.3 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;

4.6.2.4 Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;

4.6.2.5 Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.

4.6.3 The District shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during paid work hours.

4.6.4 The District may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities listed above.

4.6.5 The parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session outside of normal work hours shall be permitted to flex their normal work hours on the day of the bargaining session in order to attend the bargaining session on paid work time.

4.6.6 The union shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

4.6.7 OSEA Chapter 44 designated representatives shall be granted at least thirty (30) minutes and up to one-hundred and twenty (120) minutes to meet with each new employee at the work site to share information regarding union matters. The local union representative and the new employee shall be allowed to meet during regular work hours at no loss of pay or benefits for either party. This will happen within thirty days of the employee's start date unless circumstances prevent the meeting; the District and the Association will work out a meeting time outside of the thirty days.

4.6.8 If the District allows a designated chapter representative to make a 60-minute or longer presentation at a new classified employee orientation, then the Union's right to meet with new employees under 4.6.7 will be satisfied for those employees who attend.

4.7 Information

4.7.1 Upon reasonable written request, the District agrees to furnish to the Association all public information necessary for its functioning as exclusive bargaining representative.

4.7.2 The District will make available at time of hire a copy of the full contract. From then on the contract is available for reading online at www.parkrose.k12.or.us.

4.7.2.1 The board agenda packet, exclusive of confidential materials, will be provided to the president of the Association or designee, at such time it is regularly provided to the board members. The Board shall schedule time on the agenda for every regularly scheduled school board meeting, not work sessions, for a report from the Chapter President or a designee.

4.7.2.2 The District will provide, monthly, to the OSEA Chapter President, a spreadsheet for every position with the following information.

- Position title
- Classification
- Work Site
- Permanent or Temporary
 - For temporary positions include start date, end date and the number days expected to work
- Hours per week
- Number of days in work calendar
- Employee's first and last name – or marked as vacant
 - Hire date
 - Step placement
 - Number of days in the current work year
 - Employment status (ie on approved leave)

In addition, information about who has been terminated, resigned, been hired, promoted, transferred, laid off, dismissed, or demoted, and the date of the action taken.

4.7.2.3 The Association will be notified if a Board discussion or action item will be scheduled at a regular or special Board meeting, concerning the elimination or contracting out of any services provided by bargaining unit members.

4.7.3 The District shall provide the Chapter President, the OSEA Field Representative and OSEA's Director of Fiscal Operations at: classified@osea.org with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit:

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

4.7.4 The District shall provide the information defined under 4.7.3 within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

4.8 Bulletin Boards

The Association shall have, in each building, the use of a bulletin board or area board for Association information. The Association shall also be assigned adequate space on the bulletin board in the District office for Association notices, but all material must be signed by the worksite organizer or the president of the Association. Designated areas for bulletins will be provided.

4.9 Association Business

4.9.1 An employee on swing or night shift may attend an evening meeting of the Association within his/her building with the approval of the supervisor. One Association representative from each building may attend an Association meeting in another building with approval of his/her supervisor. Such employees shall be obligated to make up the time either before or after the shift unless the employee chooses to use accumulated paid personal leave, vacation leave or comp time.

- 4.9.2 The District agrees to grant up to sixty (60) hours per fiscal year of release time for chapter elected officers or designated members to attend to union business. This leave allotment will be capped at forty (40) hours for an individual. The District reserves the right to approve any release time. The Association will provide the superintendent/director of human resources with a memo specifying the persons and dates authorized to use this time. If this release time has been used before the end of the fiscal year, employees may use comp time, flex time, personal business leave or vacation time, if any, or agree to take the time as unpaid.

4.9.3 Reimbursed OSEA Time Release Leave

Upon a request from the Union's Executive Director or their designee and subject to the operating needs of the District, the Superintendent or their designee may approve OSEA Time Release Leave for designated bargaining unit members. An employee on District and OSEA approved OSEA Time Release Leave shall suffer no loss in wages, benefits, or other rights during the duration of such leave and the cost of the employee's wages and benefits during the duration of such leave shall be reimbursed to the District by the Union within thirty (30) days of receipt of a District billing for such costs. A request for such leave shall include an estimate of the duration of such leave.

ARTICLE 5 - SAVINGS CLAUSE

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 endorsement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby; and upon the 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 provision.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.1 Neither the classified Association nor the classified personnel represented thereby will authorize, cause, engage in, or sanction any strike except as may arise from the continuing duty to bargain as provided by law.
- 6.2 There shall be no lockout of employees in the unit as long as there is a continuing duty to bargain by law.

ARTICLE 7 - CLASSIFICATION ISSUES

7.1 Elimination of a Classification

When economic factors dictate the possible need to eliminate an entire classification of employees, the bargaining unit will be notified of said consideration at least ninety (90) days prior to implementation. The District agrees to allow the Association the opportunity to discuss the pending action with the District.

7.2 Subcontracting of Bargaining Unit Work

Prior to any subcontracting of bargaining unit work, the District will notify the Association of the potential subcontract and the reasons for it. The Association will be given an opportunity to make a proposal to the District to avoid the need for the subcontract. Upon demand from the Association, the District will negotiate in good faith with the Association in accordance with ORS 243.698 before accepting a bid about subcontracting, and the District will consider any Association proposal that would result in an equivalent savings to the District as the potential subcontract. For additional Transportation contracting considerations see Article 23.

7.3 Changes In Classification

7.3.1 All requests from individual employees in the bargaining unit for job reclassification or job evaluation will be directed to the Director of Human Resources and the Chapter President along with the necessary forms.

Reclassification requests will be processed in a reclassification hearing. The hearing is an opportunity for employees who have filed for the reclassification to present their rationale for reclassification and to answer clarifying questions from the reclassification committee.

Reclassification hearings are held three times per year; the hearings will be scheduled in October, February and May, no sooner than the 10th work day of each respective month.

Employees need to submit the forms to human resources no later than the end of the first business day of the month of the hearing.

The reclassification committee will be made up of District and OSEA members.

All such requests will be acknowledged within ten (10) working days of the receipt of the request. The superintendent or their designee shall identify the administrators or supervisors who will represent the district during the hearing. The chapter executive board shall appoint the classified employees and an OSEA representative who will represent the Union in the hearing.

The District and the Chapter will discuss the reclassification request at the end of the hearing and will make a recommendation to the Superintendent. Following the reclassification hearing, the answer shall be forthcoming from the superintendent or designee within thirty (30) working days. If the employee is reclassified, the increase shall take effect the 1st day of the month in which the employee was reclassified. Prior to the District making any changes of placement of any position on the salary schedule, this change will be brought to the Chapter's attention and discussed.

When an employee is reclassified to a higher range, their new step placement shall be according to Article 13.4 unless the reclassification is market driven in which case the employee will be

placed on their current step in the new classification. However, the committee could agree to recommend a higher step placement based upon the employee's experience, skills and abilities.

If the District makes a unilateral reclassification, the District shall provide an official notice to the Chapter President of OSEA Chapter 44 and the Field Representative. OSEA Chapter 44 reserves the right to demand to bargain the reclassification under the provisions of ORS 243.698.

New or updated job descriptions shall be provided to all affected employees within ten (10) work days of the changes to the job description.

- 7.3.2 Employee positions with similar duties will be placed in Wage/Salary groups (or classes) as indicated in this Agreement. If the Association, after reviewing such changes, feels the changes or wages are not proper, such changes then would be subject to the Collective Bargaining Act, ORS 243.650 *et al.*
- 7.3.3 The District will inform the Association whenever the duties being performed by an employee in any position change, making an allocation of the position to another more appropriate position.
- 7.3.4 The District will inform the Association if the duties being performed by an employee in any position change in a manner that no class specified in the Agreement is appropriate based on common practice, and the new position, wages and hours will be negotiated.
- 7.3.5 Bargaining between the District and the Association over changes in Wage/Salary during the term of the contract will be subject to expedited bargaining (90 days) under the provisions of ORS 243.698.
- 7.3.6 All current classified job descriptions shall be made readily available on the District's website.
- 7.3.7 When the District makes changes to a job description, the District shall provide a copy of the previous and new job descriptions to the chapter president. The previous description will be marked-up so the changes are readily recognizable. The District needs to provide these changes, even when they have concluded the changes do not obligate them to bargain the wage placement.

7.4 Working Out of Classification

- 7.4.1 When an employee is required to perform duties which are appropriate in a higher pay range classification, The employee will be placed on a step at the higher pay range between closest to but not less than one dollar greater than their regular pay, unless this step is higher than their current step, in which case the employee will be placed at their current step in the higher pay range.
- 7.4.2 The employee's direct supervisor will notify the payroll clerk in writing when the new pay classification is to begin and end. Covering for or substituting for an employee in a higher pay range classification will not be considered working out of classification unless the time frame requires the covering/substituting employee to fully assume the duties of the higher classification. The District will not require any employee to perform duties outside of their classification unless the employee is qualified for the position and possesses any required licensure or certification to perform the position. Working out of classification pay does not apply to shift changes.
- 7.4.3 If an employee is covering for or substituting for an employee for a period longer than five (5) consecutive working days, the employee will receive working out of classification pay, back to the fourth (4th) day of covering/substituting. This timeline does not exclude out of class pay being approved prior to the sixth 6th day of covering/substituting.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Objectives

- 8.1.1 The District and the Association recognize the need to provide for the orderly resolution of any grievance arising out of an alleged violation of a provision of the Agreement, or misinterpretation of District policies or administrative rules and regulations. A determined effort shall be made to settle grievances at the lowest possible level in the established procedure. There shall be no suspension of services or interference with the operations of the school system during the time which is necessary to get a resolution of the problem causing the grievance. Both parties agree that the grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 8.1.2 Grievances which do not concern meaning, interpretation, or application of this Agreement (i.e., those pertaining to alleged violations of Board policy and administrative decisions) will be handled under the provisions of this Article up to and including Level Two. Such grievances shall not be subject to Level Three - Binding Arbitration.

8.2 Definitions

- 8.2.1 The term “days” shall mean regular District business days.
- 8.2.2 The term “representative” is the one who may speak for and/or advise a party in interest.
- 8.2.3 The term “immediate supervisor” refers to the one who has direct administrative or supervisory responsibilities over the grievant.
- 8.2.4 The term “grievant” shall mean an employee, group of employees, or the Association.
- 8.2.5 The term “board” shall mean School Board.

8.3 Grievance Guidelines

- 8.3.1 If the grievance continues beyond Level One of the procedure, the Chapter President will be notified by the District. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 8.3.2 The number of days indicated at each level shall be considered maximum.
- 8.3.3 The time limits may be extended by mutual consent in writing by the parties involved at any level.
- 8.3.4 A grievance shall be considered resolved at any level at which the grievant fails to request further consideration of his/her grievance at the next level within the time limits specified in these procedures. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.

8.4 Levels of Grievance Procedure

8.4.1 Level One - Supervisor

8.4.1.1 Level One A – Supervisor - Oral

An aggrieved employee may promptly attempt to resolve the grievance informally with their immediate supervisor. The immediate supervisor shall answer the grievance within two (2) days. If the immediate supervisor fails to answer the grievance within two (2) days, the grievant may elevate the grievance to Level One B. If the grievant believes that the grievance needs to be stated formally, they may proceed directly to Level One B.

8.4.1.2 Level One B – Supervisor - Written

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor. If the employee does not submit their grievance to the immediate supervisor in writing within fifteen (15) days after the facts upon which the grievance is based first occur or first become known to the employee, the grievance shall be deemed waived. The aggrieved employee may be accompanied and represented by the Association when presenting the written grievance.

8.4.1.3 The immediate supervisor shall reply in writing to the aggrieved employee with a copy to the president of the Association within five (5) days after receipt of the written grievance.

8.4.2 Level Two – Superintendent - Formal

8.4.2.1 If the aggrieved employee is not satisfied with the disposition of their grievance at level One B, or if no decision has been rendered within five (5) days after the presentation of the written grievance, they may file the grievance with the superintendent or designee. Filing must occur within ten (10) days after the decision at level One B or within fifteen (15) days after the grievance was presented to the immediate supervisor if no decision was rendered. The written grievance shall give clear and concise statements of the alleged grievance including the fact upon which the grievance is based, the issues involved, the Agreement provisions involved, and the relief sought.

8.4.2.2 The superintendent or designee shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the employee no later than ten (10) days after receipt of the written grievance.

8.4.3 Level Three - Arbitration

8.4.3.1 Grievances not settled at level two of the grievance procedure may be appealed to arbitration provided:

8.4.3.1.1 Written notice of a request for arbitration is made to the Superintendent or designee within ten (10) days of receipt of his/her answer to Level Two.

8.4.3.1.2 The issue must involve the interpretation or meaning of a specific provision(s) of the Agreement.

8.4.3.2 When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) days of the appeal, jointly request the Employment Relations Board to submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the seventh and remaining name shall act as the arbitrator.

8.4.3.3 The arbitrator shall schedule a hearing on the grievance and after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall have no power to advise on Wage/Salary adjustment, 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 in any manner not specifically contracted away by the Board. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.

8.4.3.4 The costs for the services of the arbitrator (including per diem expenses, if any, actual and necessary travel, sustenance expenses, and the cost of the hearing room) shall be equally shared by both parties (Association and the District).

8.4.4 Alleged Violation of District Policy/Administrative Rule

Alleged violation of District or school policy or administrative rule shall be processed as follows:

8.4.4.1 The procedure of this Article at Levels One and Two shall be followed.

8.4.4.2 If the alleged violation remains unresolved, the employee may bring the issue(s) before the Board at the next regularly scheduled Board meeting. A request to be heard on such a matter must be received by the Superintendent at least fifteen (15) days in advance of the next Board meeting, or it will be heard at the subsequent meeting.

8.4.4.3 This request shall be submitted in writing through the Superintendent who shall attach all related papers and forward to the Board.

8.4.4.4 At the hearing, the Board shall conduct whatever investigation is deemed necessary, and shall render a decision in writing within ten (10) days after the conclusion of the hearing.

8.4.4.5 The Board meeting at which the alleged violation is presented shall be held in executive session unless the employee and the District mutually agree to hold a public hearing.

8.4.4.6 A copy of the Board's decision shall be sent to the employee and the Chapter President, with a copy to the Grievance Chairperson.

8.4.4.7 The Board's decision shall be final, and shall not be subject to arbitration.

8.5 Grievance that Affects a Group or Class of Employees

If, in the judgment of the Association, a grievance as defined herein affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent or designee directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through Levels Two and Three of the grievance procedure even though the aggrieved employee may not wish to do so, if the Association provides specific information about at least one affected employee.

8.6 Documentation of Grievance

- 8.6.1 Forms for filing grievances and other necessary documents shall be prepared jointly by the Superintendent or designee and the Association and given appropriate distribution so as to facilitate operating of the grievance procedure. (See Appendix D)
- 8.6.2 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.

ARTICLE 9 – LAYOFF

9.1 Definition

This article applies when layoffs of classified employees occur because of reduction in positions.

9.2 Layoff Procedures

9.2.1 When the District determines the need for a reduction in a job classification covered by this Agreement, written notice of at least fifteen (15) calendar days prior to the last day worked shall be provided to employees to be laid off, if the layoff occurs during the employee's regular work year. If the layoff occurs during an employee's summer recess, the notice will be provided at least thirty (30) calendar days prior to the expected date of return to work. Concurrently notification shall also be given to the Association president.

9.2.2 Written notice of layoff will be delivered by registered mail or personally delivered to the employee. If personally delivered, the employee and supervisor shall each sign and date two (2) copies. The employee will keep one copy and the second shall be filed in the employee's personnel file.

9.2.3 The employee in the affected job classification to be laid off will be selected based on seniority in the affected classification except that a less senior employee may be retained if there is evidence that they possess special skills or training pertinent to the retained position or there is a significant difference in the quality of job performance determined by the District's evaluation procedure, and a review of the individual's personnel file.

9.2.4 District seniority is defined as the length of current continuous service from the employee's first day of service in the District in a bargaining unit position. Job classification seniority is defined as the total length of service within a designated job classification (as defined in Appendix C). Seniority will be applied to all positions or hours computed from the employee's first day of service. Approved leaves of absence will not be considered interruptions in service. If the employee has been recalled or is hired into a different position while on recall, time on layoff shall not be added to total length of District service but shall not eliminate years of service accumulated prior to layoff. If an employee resigns and is later reemployed by the District, length of service shall accrue from the first day of the latest period of continuous employment. In the event two (2) or more employees have the same first date of service with the District, the tie will be resolved by drawing lots.

9.3 Bumping Procedures

9.3.1 The employee who receives the notice of layoff can elect to bump. The employee must notify the District within five (5) work days if they intend to exercise their bumping rights.

9.3.1.1 Employees may bump into a same or lower paid position within the same classification, if available, if more senior than another employee in that classification unless the less senior employee possesses special skills or training pertinent to the retained position or there is a significant difference in the quality of job performance determined by the District's evaluation procedure and a review of the individual's personnel file.

9.3.1.2 Employees may bump into a job position previously held if there is a vacancy or if the employee has more district seniority than another employee in a same or lower paid

position within that classification unless the less senior employee possesses special skills or training pertinent to the retained position or there is a significant difference in the quality of job performance determined by the District's evaluation procedure and a review of the individual's personnel file.

- 9.3.2 If an employee bumps into a previously held classification, the hourly wage will be established at the hourly rate closest to that currently earned by the employee taking the lower position. If the employee's wage exceeds the top hourly rate in the new job class, the employee will be at the current rate until the new job class rate catches up.
- 9.3.3 An employee may not bump into a position with a greater number of hours than the position from which they were laid off. If an employee bumps into a lesser-houred position, the employee will be transferred to the first available position restoring them to an employment level and job classification equivalent to their position prior to reduction. Those individuals who choose not to take a position with fewer hours will be placed on the recall list until offered an assignment.

9.4 Recall Procedure

- 9.4.1 The intent of the recall process shall be to restore laid off employees to a position which is the same in hours, benefits, and wages to that held at the time of the reduction in force.
- 9.4.2 When the work force increases, employees laid off from a job classification including those who bumped to a lower classification shall be returned in the inverse order in which they were laid off. In the event of recall from layoff, the District shall notify the employee first by phone and then e-mail. The notification will include all timelines that are pertinent to the recall. If unable to reach the employee by phone or e-mail, a restricted letter, return receipt mail (which requires the signature of the employee) will be sent to at the last address furnished in writing to the District Office. The District will provide a copy of every classified employee recall notice to the chapter President by e-mail.
- 9.4.3 Individuals accepting recall to a position resulting in a reduction of hours, will be transferred to the first available position restoring them to an employment level and job classification at least equivalent to their position prior to reduction. Those individuals who choose not to take a position with fewer hours will stay on the recall list until offered an assignment at least equal to the one held when laid off. If the employee refuses a position that has equivalent hours and benefits to the original position, they no longer have other recourse and will be considered to have resigned.
- 9.4.4 No new employees will be hired into a classification from which individuals are laid off, remain qualified to perform, and are eligible for recall.
- 9.4.5 Employees who return to work in the District shall receive full credit for their prior earned sick leave, personal business leave, and vacation accrual placement. Their wage or Wage/Salary will be at the same wage or Wage/Salary level and step as individuals with the same classification as determined by the negotiated Agreement for that year.
- 9.4.6 Layoff status will automatically terminate twenty-seven (27) months after the effective date of such layoffs.
- 9.4.7 The assumption will be made that an offer for a position is rejected if:

- 9.4.7.1 The laid off employee or his/her agent does not respond within seven (7) calendar days of receipt of a job offer; or
- 9.4.7.2 After accepting a position, the laid off employee does not report to work on the specified reporting date, unless a temporary disability verified by a treating physician prevents his/her return, in which case the position will be filled with a substitute for up to 12 weeks. The recalled employee may ask the superintendent for additional delay in date of return, up to one year in length. Such reporting date shall be not fewer than fifteen (15) days after the date of receipt of an offer of a position; or
- 9.4.7.3 The laid off employee cannot be reached (post office return of restricted letter with the employee's signature) at his/her address of record as maintained in the District Office.

9.5 Benefit Coverage During Layoff Status

The District shall extend the employee's present benefits according to Article 24 for three (3) full months after the month of the last day worked, for any employee on layoff status. After those three months, the coverage may be continued by that employee for the period allowed pursuant to the Comprehensive Omnibus Reconciliation Act of 1985 (COBRA) provided the employee pays the premium.

ARTICLE 10 - ASSISTANCE, DISCIPLINE, DISMISSAL AND RESIGNATION**10.1 Probationary Employees**

Probationary employees are those who have not completed 120 workdays of continuous scheduled employment. The District shall meet with the employee near the mid-point of this probationary period to evaluate the employee's performance. However, if the District terminates the employee, the District shall observe a public employee's right to just cause.

If an employee, during their probationary period, is voluntarily hired into a different position, their probationary period will be the greater of:

- 120 work days from the original start of employment, or
- 60 days from the start of the new position.

10.2 Plan of Assistance

An employee whose work performance is inadequate will be provided an opportunity for improvement. The District may place an employee on a plan of assistance after the supervisor has attempted to correct the employee's performance by ordinary corrective action (which may include performance evaluations, written directives or corrective conversations).

10.2.1 A written plan of assistance will be provided that: a) identifies the work deficiency; b) establishes time limits for correcting the deficiency; c) provides suggestions for improvement; and d) identifies specific assistance to be given by the supervisor or administrator (i.e. mentoring, training, etc.). The plan of assistance will be delivered to the employee at a formal conference and shall be signed in triplicate by both the immediate supervisor and employee. The employee shall be entitled to union representation in this conference and the OSEA Chapter 44 president or designee shall be notified that the employee is on a plan of assistance.

10.2.2 Before the expiration of the corrective period, the supervisor, the employee, and their representative (if they so choose), shall meet at least once before the final meeting and as close to the midpoint of the plan as possible to discuss the employee's progress or lack thereof towards the expected improvements. The supervisor will notify the employee of the decision to recommend continued employment or dismissal provided that nothing will preclude a supervisor, at their discretion, from continuing the employee's plan of assistance status if in their judgment, positive but less than full improvement has been shown.

10.2.3 A Plan of Assistance is considered a corrective action, and therefore, the District may dismiss or demote after an unsuccessful plan of assistance without a separate progression of disciplinary actions, as set forth in 10.4.1 and 10.4.2

10.3 Discipline

10.3.1 The District will not discipline, suspend, or dismiss classified employees period without just cause.

10.3.2 Oral warnings of a nature that could lead to disciplinary action will be reduced to writing and retained only by the supervisor.

10.3.3 In any matter that may lead to discipline, the employee may be accompanied during any investigative meeting by an Association Representative.

10.3.4 Reprimands shall be given in private and confidentiality shall be respected.

10.4 Dismissal Procedure

10.4.1 Prior to dismissal, the superintendent or designee will meet with the employee and shall inform the employee of the contemplated action and shall give the employee the opportunity to respond. The employee shall have the right to representation by the Association during this pre-termination process.

10.4.2 Pending the pre-termination meeting with the superintendent or designee, the employee may be suspended with pay by the superintendent or designee under such circumstances as are deemed appropriate by the District.

10.4.3 In the event an employee is suspended with pay pending investigation of potential dismissal, the investigation and recommendation shall be made within ten (10) days of the date of the suspension.

10.4.5 The Superintendent or designee will suspend an employee without pay only when there is just cause. Such suspensions are subject to the provisions of the grievance procedure. If the board overturns a dismissal and imposes a suspension, the suspension is subject to the provisions of the grievance procedure.

10.4.6 If the Board's decision of the employee's appeal is to continue employment, the Board may:

10.4.6.1 Reinstate the employee without loss of pay or benefits;

10.4.6.2 Uphold any part of any suspension which may have been imposed and reinstate the employee without back pay or benefits; or

10.4.6.3 Reinstate the employee with partial back pay or benefits. The unpaid portion shall be considered a suspension.

10.4.7 If the decision of the Board is to uphold the dismissal, the effective date of termination shall be the effective date of any suspension. If the employee has not been suspended at the time the Board acts, the termination date will be effective on the date established by the Board.

10.5 Resignation

Employees who resign from positions shall provide the District with written, two (2) weeks' notice prior to the date on which employment shall end.

10.5.1 The District may waive the two-week notice requirements and consider the resignation effective immediately.

10.5.2 If the employee has given the required two-week notice of resignation, but the District determines that the resignation will be considered effective immediately, the employee will be paid their normal daily salary for the number of days scheduled to work through the intended date of their resignation. The District will also continue to pay for their health benefits.

10.6 Complaints

- 10.6.1 A complaint is a negative remark or criticism made against classified employees to the District that alleges violations of work place rules or policies that may lead to disciplinary action or plans of assistance.
- 10.6.2 If a complaint is made against a classified employee, the supervisor will meet with the employee within ten (10) working days after receiving the complaint in order to begin an investigation. The classified employee who is the subject of the complaint shall be provided with the name of the person or persons making the complaint, unless the supervisor is prevented from doing so by law, a description of events surrounding the complaint and the policy or rule that was possibly violated. If the supervisor intends to place the complaint in the employee's personnel file, the supervisor will prepare a written document that contains: the complaint, the findings of the investigation and the resolution of the complaint.

ARTICLE 11 - LEAVES OF ABSENCE WITH PAY

11.1 Sick Leave

11.1.1 Full-time and part-time District employees shall be allowed current annual sick leave in accordance with the following schedule.

<u>Days of Annual Sick Leave</u>	<u>Length of Annual Service</u>
10 days	9 and 10 month employees
11 days	11 month employees
12 days	12 month employees

Current annual sick leave shall accrue to the employee on July 1 of each year or upon date of employment.

11.1.2 Sick leave benefits shall be available to the employee when the employee is incapacitated by illness or injury; or, to go to a medical appointment.

11.1.3 Employees shall notify their supervisors promptly on the first day of illness or other incapacitation.

11.1.4 A grant of sick leave of five (5) consecutive days or more must be verified by a written statement from the employee's attending physician or practitioner that the injury or illness prevents the individual from working. If the absence is extended over successive periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence. The District may also require such medical certification in situations where a pattern of usage calls into question the veracity of the sick leave request, such as, but not limited to, repeated sick leave use on Fridays or days preceding or directly following a vacation period. Those individuals who for religious reasons do not employ the services of a medical physician shall furnish other such proof as may be required by the District.

11.1.5 In the case of an employee's absence because of a compensable illness or injury, the employee shall have the option of drawing against his accumulated sick leave an amount equal to the difference between the daily Worker's Compensation benefit and the employee's daily sick leave benefit.

11.1.6 The District will participate in the system established by PERS to transmit to the PERS board reports of unused sick leave with pay that has been accumulated by classified employees, who are members of the system, to determine their "final average salary".

11.1.7 The District shall transfer unused sick leave from the most recent employing Oregon school district, as provided by statute.

11.1.7.1 In no event, however, shall such transfers exceed that permitted by statute.

11.1.8 The Oregon Paid Leave (PLO) program will apply to all members of the bargaining unit, subject to the following:

11.1.8.2 If the employee is unable to work while approval of the PLO claim is pending and upon the employee's request, the district will directly pay an employee their regular pay but deduct from the employee's paid leave banks as directed by the employee – e.g., sick

leave, vacation, personal leave, etc. – or, if approved by the chapter sick leave committee, donations to the employee from the sick leave bank.

- 11.1.8.3 Once the insurance company has approved the PLO leave, the district shall pay the difference between an employee's straight time pay and the PLO pay the employee receives from the insurance company. The district will convert the difference to paid leave on a dollar-to-hours basis and deduct from the employee's paid leave as directed by the employee – e.g., sick leave, vacation, personal leave, etc. – or, if approved by the chapter sick leave committee, donations to the employee from the sick leave bank.
- 11.1.8.4 Employees on PLO leave will continue to accrue seniority and benefits, including health and pension benefits, on the same terms and conditions as if they were actively performing their job duties.
- 11.1.8.5 For the purposes of PERS service credit, the district will treat all time on PLO leave as time worked. It will make contributions on employees' behalf to PERS for all time spent on PLO leave.

11.2 Personal Business Leave

- 11.2.1 Classified employees may be granted personal business leave with full pay in an amount up to three (3) days per school year, usable in one (1) hour increments, unless it is determined by the supervisor that substitute coverage is required, in which case leave must be in one-half (1/2) day increments. Applications shall be submitted to the building principal or immediate supervisor. The leave must be used before June 30 of each year.
- 11.2.2 It is intended that such leave be available to employees for personal reasons or personal business which cannot be accomplished outside the regular school day or contract period. It shall not be used to extend vacation or holiday periods, during Fall in-service week or the last week of the school year, unless it is approved by their supervisor. An employee who has a personal leave request denied by this paragraph by their immediate supervisor may appeal the decision to the Superintendent or designee.
- 11.2.3 Requests for personal business leave should be made at least three (3) working days in advance when such action is feasible. Absences made necessary by emergencies may be approved if application is made immediately within three (3) school days upon return to service.

11.3 Advance of Personal Business Leave

- 11.3.1 An employee may be advanced personal business leave in an amount not to exceed two (2) days during any contract (school) year.
- 11.3.2 Applications for an advance of personal business leave will be processed as outlined in Article 11, Section 11.2, and will require the final approval of the Superintendent or designee. Approval will not be granted when a separation date has been established by the resignation or other reason which would preclude the employee from earning leave to cover the advance.
- 11.3.3 If an employee who has used an advance of personal business leave resigns or is removed from District service for other reasons prior to the time that they have earned enough leave to cover the advance, the employee must reimburse the District for the amount that hasn't been earned back. If appropriate, this amount will be deducted from the employee's final paycheck. In the case of a resignation after the final paycheck has been received, the employee will be required to reimburse

the District before the resignation is accepted by the Board. If the separation from the District is the result of permanent illness or injury, no reimbursement to the District will be required of the employee.

11.4 Bereavement Leave

Parkrose School District will comply with State Law concerning OFLA Bereavement leave. Contractual Bereavement leave will run concurrently with OFLA Bereavement leave when applicable. See law for OFLA family member list.

11.4.1 Bereavement Leave with full pay shall be allowed for classified employees up to a maximum of five (5) days for each death in the immediate family during any school year. Five (5) more days of unpaid bereavement leave shall be granted. If the employee qualifies for OFLA Bereavement leave, these additional five (5) days will be paid using paid sick leave.

11.4.2 "Immediate family" shall be defined as follows:

11.4.2.1 Partner or spouse of the employee;

11.4.2.2 Children, stepchildren, son-in-law, daughter-in-law, grandchildren, or grandparents of the employee;

11.4.2.3 Mother, father, brother, or sister of the employee;

11.4.2.4 Mother-in-law, father-in-law, brother-in-law or sister-in-law of the employee;

11.4.2.5 Any relative who is a resident responsibility of the employee; or

11.4.2.6 Guardian or a person who served as a guardian without the legal designation for the employee.

11.4.2.7 Any person or the employee who is *loci parentis*.

11.4.3 In any instance not covered above, a written application stating reasons and length of requested leave shall be submitted for approval to the Superintendent or the Director of Human Resources.

11.4.4 In the event emergency conditions arise, an extension of this bereavement leave shall be determined upon individual merit by the superintendent or designee.

11.5 Family Illness Leave

11.5.1 Employees shall be granted family illness leave with full pay in an amount up to three (3) days per year. This leave shall be used only in cases of illness or injury of members of the employee's immediate family. This leave must be used before June 30 of each year.

11.5.2 "Immediate family" shall be defined as follows:

11.5.2.1 Partner or spouse of the employee;

11.5.2.2 Children, stepchildren, son-in-law, daughter-in-law, grandchildren, or grandparents of the employee;

11.5.2.3 Mother, father, brother, or sister of the employee;

11.5.2.4 Mother-in-law or father-in-law of the employee;

11.5.2.5 Any relative who is a resident responsibility to the employee; or

11.5.2.6 Guardian or a person who served as a guardian without the legal designation for the employee.

11.5.2.7 Any person or the employee who is *loci parentis*.

11.5.3 In any instance not covered above, a written application stating reasons and length of requested leave shall be approved by the Superintendent or designee.

11.5.4 In the event emergency conditions arise, an extension of this family illness leave shall be determined upon individual merit by the Superintendent or designee.

11.6 Court Duty

For absences due to selection for jury duty, or if an employee is subpoenaed as a witness in a case related to District business, the regular jury or witness fee will be turned into the District. The employee will be entitled to full pay for these days. However, the employee will be expected to report for work if released by the court before noon of that day. The District shall allow designated union representatives to testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness, without loss of compensation or benefits. Personal business leave may be used for cases not related to District business in which an employee is subpoenaed as a witness.

11.7 Involuntary Absence Due to Quarantine or Other Health Emergency

11.7.1 In the event of any of the following circumstances an employee will be placed on a paid administrative leave:

11.7.1.1 the District determines that the presence of an employee in the workplace would jeopardize the health of others; and excludes the employee from the workplace.

11.7.1.2 a local, state, and/or federal health authority determines that the presence of an employee in the workplace would jeopardize the health of others; and requires the employee to be quarantined.

11.7.1.3 the employer elects to close any or all of its operations due to concerns for the health of its workforce, other members of the community, or both;

11.7.1.4 an order by a public official closing any or all of the employer's operations due to concerns for the health of its workforce, other members of the community, or both, including but not limited to a public health emergency.

11.7.2 Any time absent from work due to one or more of the events set forth in 11.7.1 shall not be charged against the employee's sick leave or any other form of accrued leave. The employee will suffer no loss in pay or benefits during the period of the employee's involuntary absence from work. Should none of the events or circumstances set forth in 11.7.1 occur, an employee may use accrued leave as provided elsewhere in this collective bargaining agreement.

11.7.3 To the extent that the employee is able to perform any or all of the employee's regular duties from the employee's residence or place of quarantine, the employer may direct the employee to do so, but only to such extent as the employee's condition and access to work materials and equipment allows and only during the employee's regularly scheduled workday and work hours. Written confirmation of any such telecommuting arrangement shall be provided to the employee and to the Union for each such employee who is directed to perform work remotely pursuant to this provision.

11.8 Sick Leave Bank

- 11.8.1 Donations can be made September 1 – October 31 each year. Employees hired mid-year shall have two months from the first day worked to make a contribution to the bank.

Donations can be made within the first 2 months from date of ratification of this agreement or an MOU changing the sick leave bank.

Further donations may be made when the bank is below 50% full (see 11.8.1.3).

- 11.8.1.1 Employees may make a maximum contribution of two days of sick leave per year (8 hours x FTE) Employees become a member of the bank by donating at least one-day (8 hrs. x FTE).
- 11.8.1.2 A member retains membership in each subsequent year by donating ½ day (4 hrs. x FTE) – this requirement is waived for the new (current) year when the bank is “full” (see 11.8.1.3) on September 1. This will happen automatically on November 1st unless the employee opts out by sending an email to the Union President by October 15.
- 11.8.1.3 Bank is “Full” (Full is not a maximum amount allowed to be donated) when:
- 11.8.1.3.1 one (1) day for EACH classified employee (8 hrs. x total FTE of all classified); or
- 11.8.1.3.2 two (2) days for EACH member of the bank (16 hrs x FTE of members participating); whichever is least.

11.8.2 Procedures for the OSEA Sick Leave Committee Members:

A Sick Leave Committee will be formed consisting of up to three (3) classified employees, appointed by chapter leadership, and the human resource director or their designee. The Sick Leave Committee will determine who is awarded a grant from the bank based upon the criteria under 11.8.3. All requests to access the sick leave bank will be submitted to human resources. Human resources will provide the Sick Leave Committee the name of the employee, proof of need, an accounting of all their leaves and the amount of the request. The Committee will adhere to all confidentiality requirements that are required by applicable laws.

11.8.3 Criteria to grant leaves from the Sick Leave Bank:

- 11.8.3.1 The requester must be a current member of the sick leave bank.
- 11.8.3.2 The member must have used all of their accumulated leave balances.
- 11.8.3.3 The member must obtain a doctor’s (M.D. or D.O) statement verifying a serious illness or injury.
- 11.8.3.4 There must be sufficient days in the Sick Leave Bank to cover the request. In the event that is not, the committee may partially grant the request.
- 11.8.3.5 A member is limited to receiving sixty (60) full or partial days during a twelve (12) month period from the sick leave bank.
- 11.8.3.6 The member is not absent due to a parental leave.

- 11.8.3.7 If the member is eligible under PER disability, workers' compensation, or the District – sponsored disability insurance, the member may access only partial sick leave days to make the member whole.
- 11.8.3.8 If the request is approved, the committee shall notify the district and the chapter president. The district will notify the employee and reimburse all unpaid sick days from the date of the application until the employee returns to work or the employee has exhausted their grant from the bank.
- 11.8.3.9 The committee may expand the criteria by mutual agreement for exceptional circumstances.

11.8.4 Records

Donations shall be made through *Time Clock Plus* track all donations and after every enrollment period provide the chapter president with a list of the employees who made donations and the amount they donated. The Sick Leave Committee may confirm with the District that a requestor is a member of the bank and the current level of donations in the bank when they are considering making a grant from the bank. The district shall provide a report of the balance in the sick leave bank fifteen days prior to September 1st of each school year to the chapter president.

11.9 High-Risk Health Conditions

- 11.9.1 During a local infectious disease outbreak, epidemic, or pandemic, the District will support classified employees who:
 - 11.9.1.2 qualify with health conditions that will put the employee at risk, or
 - 11.9.2.3 lives with a person who is at risk and/or is the designated care giver of person who is at risk.

According to the following criteria:

- 11.9.2 They shall grant the employee an ADA interactive hearing to determine how the District can accommodate their health risk. This may require the employee to provide certification from a medical authority documenting their health concerns that qualifies them to be high-risk. If the employee is in regular daily contact with a person who is at risk, the employee will provide documentation from a medical authority documenting the health concerns that qualifies them to be high-risk.
 - 11.9.2.1 The District shall discuss with the employee accommodations that would allow the employee to work on site.
 - 11.9.2.2 The District shall consider work that could be done remotely.
- 11.9.3 If the District is unable to make an accommodation, the employee may utilize OFLA/FMLA, if they qualify.

ARTICLE 12 - LEAVES OF ABSENCE WITHOUT PAY**12.1 Parental Leave**

- 12.1.1 District employees shall be eligible to receive parental leave without pay in accordance with state and federal law in the event of birth or adoption of a child. A written request shall be submitted to the Superintendent or designee at least thirty (30) days in advance of the leave, except in cases of emergencies. An employee may use accrued vacation and sick leave (concurrently with FMLA leave) during parental leave, up to the 12 weeks legally required under FMLA/OFLA
- 12.1.2 Seniority and vacation accrual schedules will not be affected by parental leave of one year or less.
- 12.1.3 Extensions of parental leave for birth or adoption may be approved by the Superintendent or designee.
- 12.1.4 An employee on extended parental leave for birth or adoption may request to return to work at anytime, however the District is not required to return the employee to work until the end of the leave period specified in the approved leave request.
- 12.1.5 Employees on extended parental leave (i.e. in excess of the 12 weeks provided by law) for birth or adoption will have the option of maintaining membership in group insurance programs provided:
 - 12.1.5.1 There is no cost to the Parkrose School District;
 - 12.1.5.2 The employee must submit monthly premiums to the District payroll office in advance of billing date.

12.2 Family and Medical Leave

- 12.2.1 District employees shall be eligible to receive leave without pay in accordance with the provisions of state and federal law pertaining to family and medical leave of absence. A written request shall be submitted to the Superintendent or designee at least thirty (30) days in advance of the leave, except in cases of emergencies.
- 12.2.2 Seniority and vacation accrual schedules will not be affected by family and medical leave of one year or less.
- 12.2.3 Extensions of family and medical leave may be approved by the Superintendent or designee. Extensions shall be up to one (1) full school year.
- 12.2.4 An employee on an extended family and medical leave (i.e. in excess of the 12 weeks provided by law), must notify the District in writing as soon as possible, but no later than prior ten (10) working days to his/her intent to return to work.
- 12.2.5 Employees on extended family and medical leave will have the option of maintaining membership in group insurance programs provided:
 - 12.2.5.1 There is no cost to the District; and
 - 12.2.5.2 The employee must submit monthly premiums to the District payroll office in advance of billing date.

12.3 Personal Leave (DEDUCT)

- 12.3.1 Leave without pay may be authorized by the Superintendent or designee upon favorable recommendations by the employee's principal or immediate supervisor for purposes which are considered urgent. There shall be a deduction from the employee's Wage/Salary based on the daily rate of pay. Absence or leave without pay for the majority of work days during the month will result in the employee becoming responsible for payment of a pro-rata portion of the following month's insurance premium, based upon the number of days of unpaid leave as a percentage of the total work days during the month. The employee payment shall be deducted from the employee's paycheck at the end of the month during which leave is taken, unless the employee has already made separate payment of the amount charged for insurance due to the unpaid leave.
- 12.3.2 The employee shall submit an application stating the reason for the leave request at least five (5) days in advance of the occurrence or, if advance application is not possible, not later than three (3) days after the occurrence.
- 12.3.3 Previous record of absences taken beyond days contractually and statutorily allowed may be considered in making the decision as to authorization for unpaid leave. The Superintendent or designee may also consider the reason for which the leave allowed under this section is being requested.

ARTICLE 13 - JOB OPENING NOTIFICATION/HIRINGS**13.1 Job Postings**

The District will make all job openings available to the Association membership. This will be done year round by sending via email, posting notice of vacancies in the Central Office, and posting on the District website.

13.1.1 Additionally, during the school year, notice of vacancies will be posted in all buildings where classified employees work.

13.1.2 The postings shall be made a minimum of five (5) working days. All District applicants for a position shall be notified of the final decision. Successful applicants will, in addition, be notified of starting step. Information about new employees shall be provided to the Chapter President according to Article 4.

13.1.3 Current employees interested in a posted position shall file a written application for the position. The District will interview all qualified applying current employees.

13.1.4 In the event a current employee is not hired for a position, the employee may request the reasons for not being hired by submitting a written request to the interviewing supervisor. The interviewing supervisor will provide a written reply with specific reasons within five (5) working days of receiving the request.

13.2 Positions Open Due to Temporary Absence

Whenever a position is unfilled due to the temporary absence of an employee and no substitute is available, or in the situation of 13.3 below, the duties performed in that position will not be assigned to other employees unless there is reasonable adjustment in the work previously assigned. The supervisor will meet with remaining employees in the work area to discuss adjustment of work.

13.3 All budgeted positions, which are to be continued, will be posted within fifteen (15) working days of vacancy unless the District determines the financial or program situation requires further delay. The District will make every attempt to fill all vacant positions within thirty (30) working days from the posting. If budgeted positions are not filled within thirty (30) working days from the posting, the District will notify the Association. The Association may request the reasons why the position has not been filled. The District will provide a response within five (5) working days of the request.

13.4 Current District employees who are promoted to a higher job classification shall be placed at a step in their new classification that reflects an hourly rate that exceeds the employee's current hourly rate. If an employee is at the last step in their current classification, they will be placed at Step 2 in their new classification or at the step that reflects an increase (whichever is greater). Exceptions to this placement will be reviewed by the Superintendent or designee and at the Superintendent's or designee's discretion may be placed on a higher step. Step placement may be made according to the step placement schedule in 13.5.

13.5 All other new hires (i.e. personnel who are not currently District employees) shall be placed at Step 1 – Step 8 of the appropriate classification based on their previous employment experience.

Steps placements shall be made according to the following schedule:

Associate degree or equivalent = 1 step

Bachelor's degree = 2 steps

For each year of equivalent experience in another school district = 1 step

For three years of related experience in another school district = 1 step

For three years of related experience outside of a school district = 1 step

In-district candidates who are promoted to a higher classification will have their step placement in the new position evaluated based upon this step placement schedule or the step placement rules in 13.4, whichever is greater.

ARTICLE 14 - TRANSFER AND ASSIGNMENT**14.1 Employee Initiated Transfers**

Employee initiated transfers are those in which an employee requests a transfer from one building to another, work area to another, or to fill a vacated position within the same classification. The employee shall have the right to object in writing to the Superintendent or designee, if denied transfer.

14.2 District Initiated Transfers

14.2.1 District initiated transfers are those in which an employee is transferred from one building to another, one work area to another, or to fill a vacated position within the same classification.

14.2.2 District Initiated Transfer of employees may become a consideration due to the needs of the District for the following reasons:

14.2.2.1 Reduction in staffing numbers or level due to financial emergencies, building closures, enrollment changes, or program elimination or reduction;

14.2.2.2 Interpersonal relationships are interfering with the efficiency and effectiveness of the position;

14.2.2.3 Proven strengths of an individual would be of greater benefit at another location; or

14.2.2.4 Professional growth and development could be enhanced in a new assignment.

14.2.3 While some involuntary transfers of employees from one school or department to another or when a reassignment within a school or department is unavoidable, it is agreed that under normal circumstances, involuntary transfer and reassignment of employees should be held to a minimum. When a District initiated transfer is proposed during the school year, the employee involved has five (5) working days to exercise his/her right to discuss the change and the written reasons thereof with the administrators involved. The employee shall have the right to object in writing to the Superintendent or designee, if transferred.

14.2.4 Involuntary transfer decisions for the ensuing school year shall be processed prior to the end of the current school year if knowledge of the need is available by June 5.

14.2.5 Any District initiated transfer or assignment will be made only after a meeting between the employee and the immediate supervisor, at which time the employee will be notified of the reasons and criteria for transfer. The employee and/or chapter president may request the reasons in writing. Employees may request an opportunity to visit the new position site prior to the actual transfer.

14.2.6 Pay Rates After Transfer will be as Follows:

- 14.2.6.1 The base Wage/Salary or hourly rate of pay will be changed if the transfer is to a higher paying position. The employee will be paid at the new pay range.
 - 14.2.6.2 If the transfer to a lower class is due to a demotion with just cause, then the employee will be placed in the new class at the step previously held.
 - 14.2.6.3 If the District initiated transfer is due to a reason in 14.2.2.1 is to a lower job/class Wage/Salary, the Wage/Salary will not be decreased but will be frozen until the new job class Wage/Salary level reaches the established Wage/Salary in future years.
 - 14.2.6.4 Transfers listed in 14.2.2.2, 14.2.2.3 and 14.2.2.4, if to a lower position, the employee will remain at their class and present step and will be eligible for step and longevity increases.
- 14.2.7 The District will notify the OSEA representative regarding the transfer to discuss the impact of the transfer to a lower job classification, if any, on the employee and to the bargaining unit.

ARTICLE 15 - PERSONNEL FILE

- 15.1 The employee will have the right to review and to receive a copy of their personnel file upon request. This file shall contain all materials relevant to the employee's employment. An employee may have a representative of the Association present with them to review their file.
- 15.2 No material derogatory to an employee will be placed in the personnel file unless the employee has had an opportunity to:
- 15.2.1 Review the material; and
- 15.2.2 Affix his/her signature to the copy to be filed.
- 15.2.3 In the event the employee refuses to sign the document indicating they have seen the material, the supervisor may request that a third party witness that fact and may then place the material in the file. The employee's signature does not necessarily indicate agreement.
- 15.3 An employee may make a written statement relating to any evaluation, reprimand, charge, action or any matter placed in the employee's personnel file. The employee's statement shall be placed in the personnel file.
- 15.4 No evidence other than that recorded in an employee's personnel file or in the supervisor's working file by the time of actual discharge, demotion, suspension, other disciplinary action, or other involuntary change in employment status by the administration, shall be used by the Board or the administration as a basis for its action. This Article shall not preclude an employee's right to use materials not in the personnel file to rebut any disciplinary action recommended or taken.
- 15.5 Any employee may request the removal of material of a critical nature in the personnel file; except for annual performance appraisals or unless the document(s) refers to flagrant employee misconduct or deficiency. The superintendent or designee will respond in writing within ten (10) working days as to whether that material will be removed or retained.

ARTICLE 16 – REST AND LUNCH PERIODS

16.1 Rest Periods

16.1.1 Employees working four (4) hours or more shall receive a fifteen (15) minute break during each four (4) hour period of consecutive service with the break coming as close as practical, in the supervisor's judgment, to the two (2) hour interval. The break period(s) shall be designated by the immediate supervisor.

16.1.2 Breaks will be scheduled and enforced in accordance with OAR 839-020-0050.

16.2 Lunch Periods

16.2.1 Employees working five (5) hours or more shall receive an uninterrupted, duty free unpaid lunch period of at least one-half (1/2) hour duration as scheduled by his/her immediate supervisor. The supervisor shall schedule the lunch period as nearly as possible to mid-shift.

16.2.2 Lunch periods will be scheduled and enforced in accordance with OAR 839-020-0050

16.2.3 The one-half (1/2) hour uninterrupted, duty-free lunch period shall be included in the scheduled work time for employees whose shift includes 5 hours or more between the hours of 2:00 p.m. and 8:00 a.m.

16.3 Number of Rest & Meal Periods Required Based on Length of Work Period

Length of work period	Number of rest periods Required	Number of meal periods required.
2 hrs or less	0	0
2 hrs, 1 min – 4 hrs, 59 mins	1	0
5hrs – 6 hrs	1	1
6 hrs, 1 min – 10 hrs	2	1

16.4 Notwithstanding the above provisions regarding lunch periods, employees working 5.0-5.99 hours per day in an unbroken work period may agree to waive, in writing, their receipt of an uninterrupted unpaid lunch period, as long as the Human Resources Director concurs.

16.5 Exempt Employees

Any bargaining group member whose position is determined by the District to be exempt under FLSA is exempt from the provisions pertaining to breaks and meal periods in Article 16.1 through 16.4.

ARTICLE 17 - UNION SECURITY

- 17.1 Any member of the bargaining unit may authorize the District to deduct from their pay the amount of dues, fees, and assessments charged by the union. This authorization must be in writing and forwarded to the Payroll Office. Authorizations for payroll deduction under this Article shall remain valid until revoked with the union by the employee in writing.
- 17.2 The amounts deducted by the District shall be remitted, together with an itemized statement, to the union by the first day of the month after such deductions are made.
- 17.3 The District shall provide the Chapter President, the OSEA Field Representative and OSEA's Director of Fiscal Operations at: classified@osea.org with an editable Excel spreadsheet containing the information identified in Article 4.7.3 & 4.7.4

ARTICLE 18 – VACATIONS

- 18.1 Each classified full-year (12 month) employee shall initially receive two (2) weeks (10 working days) of paid vacation per full year; accrued monthly at 0.8333 days per full month of employment. Vacation will continue to accrue at 0.8333 days per month (10 working days per year) through the fifth fiscal year of employment. Beginning in the sixth fiscal year of continuous employment, employees shall be granted one (1) additional day of paid vacation per year through the fifteenth year of service. Classified full-year employees may earn a maximum of four (4) weeks (20 working days) of paid vacation per year. For employees hired between July 1 and December 31 of a given fiscal year, the initial (partial) fiscal year shall count as a year of service. Employees hired between January 1 and June 30 may not count the initial (partial) year as a year of service.

If an employee is currently accruing more vacation time than is indicated by this chart, they will remain frozen at their current level of vacation accrual until their accrual rate corresponds with the chart.

IF YOU WERE HIRED JULY 1-DECEMBER 31ST OF THE FISCAL YEAR

LEAVE ACCRUAL DATE	YRS SERVICE	DAYS EARNED PER COMPLETE MTH	Max Days Each Yr
July 1 – Dec 31	1	.8333	10
July 1	2	.8333	10
July 1	3	.8333	10
July 1	4	.8333	10
July 1	5	.8333	10
July 1	6	.9167	11
July 1	7	1.0000	12
July 1	8	1.0833	13
July 1	9	1.1667	14
July 1	10	1.2500	15
July 1	11	1.3333	16
July 1	12	1.4167	17
July 1	13	1.5000	18
July 1	14	1.5833	19
July 1	15	1.6666	20

IF YOU WERE HIRED JANUARY 1ST-JUNE 30TH OF THE FISCAL YEAR

LEAVE ACCRUAL DATE	YRS SERVICE	DAYS EARNED PER COMPLETE MTH	MAX Days Each Yr
Jan 1 – June 30	0	.8333	10
July 1	1	.8333	10
July 1	2	.8333	10
July 1	3	.8333	10
July 1	4	.8333	10
July 1	5	.8333	10
July 1	6	.9167	11
July 1	7	1.0000	12
July 1	8	1.0833	13
July 1	9	1.1667	14
July 1	10	1.2500	15
July 1	11	1.3333	16
July 1	12	1.4167	17
July 1	13	1.5000	18
July 1	14	1.5833	19
July 1	15	1.6666	20

18.2 Schedules of vacations for classified full-year (12 month) employees shall be approved by the supervisors and coordinated by the District level supervisor. In case of difficulty, preference shall be given at least ten (10) days in advance to the employee with greater seniority in the system. An appeal can be made to the Superintendent or designee.

18.3 Annual vacation must be used by the end of the fiscal year (June 30) after the fiscal year in which it was earned. Accrued vacation time shall not be forfeited.

In January of each year, the District will notify employees of how many hours (if any) must be used by June 30 of that calendar year and direct them to schedule time with their supervisor within 20 working days (for use by June 30). If, after 20 working days, the vacation time in question has not been scheduled, the supervisor will schedule time for the employee. The supervisor may not schedule vacation time other than the (exact) amount that must be used by June 30.

The employee may appeal to the Superintendent or designee to:

- Allow for use of vacation hours in question during the next fiscal year (after June 30).
- Overrule the supervisor's denial of employee-requested dates for use of the vacation time.
- Overrule the supervisor's choice of assigned dates for use of vacation time in the event that the supervisor has assigned the use of vacation after the employee has unsuccessfully appealed to the supervisor.

18.4 Individuals retiring or resigning will be paid for their unused vacation balance, up to a maximum of the amount of vacation accrued in the last 12 full months of employment after their last day worked with their final paycheck. Individuals terminated from the District will receive payment for all earned vacation as part of their final paycheck.

ARTICLE 19 – HOLIDAYS

19.1 The following legal holidays shall be paid holidays by the District.

19.1.1 12-Month Employees:

- a. Independence Day -----July 4
- b. Labor Day-----First Monday in September
- c. Veterans' Day-----November 11
- d. Thanksgiving Day -----Fourth Thursday in November
(Friday after Thanksgiving is non- contract day)
- e. Christmas Day-----December 25
(also the afternoon of Dec. 24 if Christmas falls on a Tuesday through Friday)
- f. New Year's Day -----January 1
- g. Martin Luther King Day -----Third Monday in January
- h. Presidents' Day -----Third Monday in February
- i. Memorial Day -----Last Monday in May
- j. Juneteenth-----June 19

19.1.2 11-Month Employees:

- a. Labor Day----- First Monday in September
- b. Veterans' Day----- November 11
- c. Thanksgiving Day ----- Fourth Thursday in November
(Friday after Thanksgiving is non-contract day)
- d. Christmas Day----- December 25
(also the afternoon of Dec. 24 if Christmas falls on a Tuesday through Friday)
- e. New Year's Day ----- January 1
- f. Martin Luther King Day ----- Third Monday in January
- g. Presidents' Day ----- Third Monday in February
- h. Memorial Day ----- Last Monday in May
- i. Juneteenth----- June 19

19.1.3 Employees Working 193 to 209 Days:

- a. Labor Day----- First Monday in September
- b. Veterans' Day----- November 11
- c. Thanksgiving Day ----- Fourth Thursday in November
(Friday after Thanksgiving is non-contract day)
- d. Christmas Day----- December 25
(also the afternoon of Dec. 24 if Christmas falls on a Tuesday through Friday)
- e. Martin Luther King Day ----- Third Monday in January
- f. Presidents' Day ----- Third Monday in February
- g. Memorial Day ----- Last Monday in May
- h. Juneteenth----- June 19

19.1.4 Employees Working up to 192 Days:

- a. Labor Day----- First Monday in September
- b. Veterans' Day----- November 11
- c. Thanksgiving Day ----- Fourth Thursday in November
- d. Martin Luther King Day ----- Third Monday in January
- e. Presidents' Day ----- Third Monday in February
- f. Memorial Day ----- Last Monday in May

g. Juneteenth----- June 19- See Article 20.1.1.4 [ORS 187.010-187.020]

- 19.2 If any of these holidays at any time falls on Sunday, the succeeding Monday shall be a holiday in that year. If any of these holidays at any time falls on Saturday, the preceding Friday shall be a holiday in the year.
- 19.3 It is understood that if an employee works on December 24, they will receive one-half (1/2) the regular workday as a paid holiday when Christmas falls on a Tuesday through Friday. It is further understood if an employee is not scheduled to work on December 24th, the afternoon of said date is not a paid holiday.

ARTICLE 20 – WORKING CONDITIONS

20.1 Work Year

20.1.1 Several factors enter into the decision regarding the work schedule of all members of the staff. The following guidelines should dictate what the work year should be for each group of classified employees:

20.1.1.1 All school employees are here to serve the District's clientele and, therefore, must be available during the period of time students are in school.

20.1.1.2 Needs of youngsters of different ages vary so programs are adjusted accordingly. The District must, therefore, provide staffing on a different basis at various levels.

20.1.1.3 Classified employees working directly under the direction of licensed employees should expect to work a similar schedule. Exceptions to this would be days when the licensed personnel are not instructing students (statewide in-service, etc.).

20.1.1.4 Individuals will be granted holidays if they are regularly scheduled to work either the day before or the day after the legal holiday date as established in ORS 187.010-187.020.

20.1.1.5 Less than 12-month employees shall be notified by two weeks prior to the first workday of their work year of their hours, location, and days of work.

20.1.1.6 The District operates a time clock system to track days and hours worked. Each member who is required will swipe in at their site or log in via a computer each day. The time clock system shall be programmed according to BOLI regulations and any violations of BOLI regulations shall be resolved through the BOLI complaint procedure.

20.1.1.7 Annually, the District shall provide each employee with a notice that includes the employee's name, position, work site, classification, original date of hire, step, longevity stipend, hourly rate, hours per week, estimated weekly schedule, annual calendar (including paid holidays and total number of days). These notices shall be provided to each employee fifteen days before the beginning of their work year or upon hire.

20.1.1.8 When a supervisor needs to change an employee's permanent work schedule or work week, the supervisor will provide the employee two (2) week notice and the supervisor shall meet with the employee to address the employee's scheduling concerns. Any hours that must be worked outside of the employee's existing schedule before the two week notice has been satisfied will be paid at time-and-a-half.

20.1.2 Using the guidelines described above, the work year for each classified employee group is shown in Appendix A.

20.2 Auto Usage

Any employee who is required to use their own vehicle to travel between differing work sites within the District or on other District business, shall be reimbursed at the IRS approved rate as of January 1 of the current fiscal year for actual miles driven. No employee shall be required to use their private vehicle to transport District equipment or supplies. Employees shall not be required to transport students or staff who are injured or exhibiting symptoms of an infectious disease in their personal vehicle.

20.3 Meal Reimbursement for Out-of-District Activities:

The District will reimburse employees for meals when they are participating in an activity outside of the District which is in excess of a normal school day. Employees need to submit their meal receipts and reimbursement requests to their immediate supervisor. Reimbursement amounts will be as provided by District policy; however, in no case more than twenty-one (21) calendar days from the complete submission of receipts and a reimbursement request.

20.4 Evaluations

All employees shall be given a written evaluation at least annually. The information in the evaluation shall be reviewed with the employee in a personal conference with the supervisor(s) making the evaluation. Classified employees shall be evaluated by the process as outlined in Board Policy GDN-AR.

20.5 Past Practices

Those working conditions which are mandatory subjects of collective bargaining will not change if the Association requests negotiation until the process in ORS 243.698 has been followed.

20.6 Tobacco Free Workplace

The District is a smoke-free tobacco free workplace for all employees, the Association agrees to abide by District policy.

20.7 Medical Exams

20.7.1 The District agrees to pay the cost of medical exams required by governmental regulation, (including EKGs where required), or District administration and policy.

20.7.2 District officials may designate the physician or medical service who shall conduct the exam without cost to the employee. Employees will be paid for the time to drive from the employee's worksite to the physician or medical service office, for the time at the office, and for the travel time back to the employee's worksite.

20.7.3 Employees required to report for random drug tests will be paid up to two (2) hours of actual time spent if the testing extends beyond their scheduled working hours.

20.8 Health and Safety

20.8.1 A Safety Committee shall exist at each work site with at least two bargaining unit members included, the principal will select a custodian and the Union will assign a member from that building. The Committee shall meet at least three times per year to address health and safety issues. Members shall be informed of how to bring a health or safety concern to the attention of the Committee at their work site. Minutes of Committee meetings shall be posted at the work site and e-mailed to building classified members no later than five (5) working days after the meeting. Employees who submit a safety concern in writing to the Building Safety committee shall receive information about action taken by the committee, as recorded in the minutes of the committee meeting.

20.8.2 In an effort to keep students and staff safe, classified employees who may be required to supervise a student on a specific education plan (ie: IEP, ISFP 504, etc.) shall be provided with

the necessary information to successfully support the student in a safe environment. Classified employees shall be adequately trained to use the strategies required to provide for a safe environment for students and staff. Other District level resources, as needed, as identified by the employee and /or District may be requested.

According to ORS 343.154, all classified service providers of students on an IEP or 504 plan or a Behavior plan who are involved in an incident that places the student, other students, or staff at imminent risk of serious bodily injury (as defined in ORS 339.285 and OAR 581-015-2425) shall be allowed to participate and have meaningful input into the development, review, or revision of the student's behavior plan, IEP or 504.

Meaningful participation and training could include, but is not limited to:

1. Attending a behavioral support planning meeting
2. Meeting with a licensed member to review, ask questions, and provide feedback on the plan after a planning meeting; and/or
3. Provide information prior to a planning meeting that will help inform the plan

20.8.3 If the District is notified by the Oregon Health Authority or local county health organization of a serious health condition or event, the District will communicate that information to the employees, unless confidentiality laws prevent it from doing so. The District shall provide support for employees who may meet the criteria established by the health authority that their health may be compromised.

20.8.4 Employees that are required to report to work during an epidemic or pandemic, will be provided all necessary personal protective equipment (PPE) needed to perform their job duties, as determined by the Center for Disease Control, the Oregon Health Authority or the Governor for performing the specific assigned job duties during an active outbreak of a virus or other communicable infections. Employees will be provided with PPE that protects the employee. If an employee believes they do not have the necessary PPE to safely perform the duties of their position, or they do not believe that they have had the proper training to properly utilize such safety equipment, they may request the District to review their PPE training. No employee will face disciplinary action for exercising their right to refrain from working due to safety concerns or circumstances otherwise covered by law or the collective bargaining agreement. The Association shall be permitted access to the work site to assure that the proper preventative measures and PPE are being provided by the District.

Employees may use their own PPE if it meets the guidelines of ODE, OHA or a Governor's order. But, under no circumstances shall the District require employees to provide their own PPE.

The district shall provide hand sanitizer, soap and water or other materials to maintain sanitation in each work site that may be required by a health authority.

If an employee has medical concerns about PPE, the employee may request an ADA interactive hearing and they will provide medical documentation to the District before the hearing. The District will schedule an ADA interactive hearing and will discuss how the employee may be accommodated. The employee may request a union representative for this hearing.

20.8.5 To reduce the potential for harm to staff members, the District will provide the necessary training and safety equipment for their position as determined by the Director of Student Services and/or Director of Business Operations.

20.8.6 Immunity to Infectious Disease

20.8.6.1 The District shall provide notification to the Association, if they intend to require employees to be vaccinated for any infectious disease; or they require the employee to demonstrate immunity. The District shall bargain the decision and impact of these proposed requirements.

20.8.6.2 Employees who have health conditions that will prohibit them from obtaining a vaccination shall provide written certification by a medical authority releasing the employee from receiving a vaccination. Employees who have a medical reason releasing them from receiving a vaccination, shall be granted an ADA interactive hearing to determine if the employee can be accommodated. The employee may request that an Association representative attends the ADA interactive hearing.

20.8.7 Hazard Duty/Safety Equipment

See Article 25.5

ARTICLE 21 - PROFESSIONAL DEVELOPMENT

21.1 Professional Development Funds

The District agrees to budget \$4,500 a year for the duration of this Agreement for Professional Development tuition in-service programs and associated costs (including substitute costs) for classified personnel. Unused money will be carried over to the next year, but the amount will not exceed \$6500 (\$4500 from the new budget plus up to \$2,000 of carryover). The Association will determine guidelines for spending the annual allocation such as amount available upon request, number of requests allowed each employee and type of associated costs allowed. The Association will give a copy of the guidelines to Human Resources.

The intent of funding is to ensure that a particular course or workshop upgrades the skills of the individual or groups. Employees may access funds to gain skills or knowledge that would be applicable to any classified position in the bargaining unit. Courses initiated by the District or those that are necessary to acquire and/or maintain specialized licenses required by any job description will be funded by the District.

Requests for use of the funds will be submitted to the Human Resources Department (HR). HR will email the President of the Association a copy of the workshop request and applicable documents for approval. If the employee is going to be absent, their principal or supervisor must approve the request. If the absence is approved, the employee's leave balances will not be reduced and there will be no loss of pay. The supervisor's decision regarding the absence may be appealed to the Superintendent or designee.

21.2 Proof of Attendance/Successful Completion

Proof of attendance and/or successful completion of requirements for course/workshop must be provided within ten (10) working days of the end of the course. Failure to provide such proof will automatically authorize the District to levy a payroll deduction equal to prepayment in order to recover costs advanced for the employee.

ARTICLE 22 - EMERGENCY AND STORM CLOSURES

Emergency or storm closure are defined as closures of facilities due to ubiquitous unsafe working conditions, or when it is unsafe to transport students. Closures shall be determined by the superintendent or the governor.

22.1 Notification of Closures

The District will notify employees when schools are to be closed for emergencies or inclement weather or when schools experience a late start/early closure to the normally scheduled work day. Announcement of school closures over flash news, local radio stations or phone calls to the employee shall constitute adequate notice. Employees shall be excused from the requirement to report to work when pupils are not in attendance due to weather conditions or other emergencies.

22.2 Critical Employees

Employees whose work is critical to the operation of the District during closure will be contacted by the employee's immediate supervisor and may be required to report to work. Employees who are required to report to work will be paid at double-time, which includes their regular pay, for the entire shift worked. If the closure is not directly related to inclement weather, and is longer than three days, double-time will cease when it is safe to drive within the Parkrose District boundaries and safe working conditions have been restored.

22.3 Employees who are not required to report to work will be compensated at the employee's regular rate of pay for time scheduled to work during the closure. If schools are closed more than two days, employees may be required to report to work at a later date, without additional pay, in order to make up days. However, if the employee is required to work on a closure day (on site or remotely), the employee will not be required to work at a later date without additional pay. The administration will consult with OSEA to identify make up dates. The District will identify replacement days when adopting the calendar prior to the start of the school year.

22.4 If the start of the regular work day is delayed due to an emergency or inclement weather, employees will report to work as soon as safely possible or at the time directed by the District, the employee shall be paid the hours they were scheduled to work.

22.5 If employees are released before the end of their shift due to an emergency, the employee shall be paid the hours they were scheduled to work.

22.6 If an employee had previously scheduled paid leave on a closure day, they will not be required to use the leave and they will receive the closure pay. All critical employees will be contacted by their supervisor as outlined in Article 22.2. If a critical employee is scheduled to be on paid leave, they may choose to cancel their leave and report to work. If the critical employee is unable or unwilling to report to work (or if standard attempts to contact them have failed), their leave will be used as originally planned.

ARTICLE 23 - TRANSPORTATION

23.1 Transportation Manual

When a driver is hired, the District shall give them a copy of the most recent District Transportation manual. An electronic version shall be available upon request.

Upon request, a complete and up-to-date copy of the District Transportation manual shall be provided within (5) days to any driver or chapter president. The person requesting the manual may specify if they want to paper copy, an electronic copy or both.

The Transportation supervisor and transportation employees shall discuss any suggestions for changes in the District Transportation Manual including assignments, at the monthly transportation meeting each April. Any changes made to the manual, will be presented in the May monthly transportation meeting.

The District shall create a summary document outlining all changes that the District intends to make to the District Transportation manual. This document shall be provided to each driver and the chapter president a least fifteen (15) days before the changes take effect. An electronic version shall be available upon request.

Annually, all drivers, and the chapter president, shall be offered a complete, updated copy of the District Transportation manual.

None of Article 23.1 shall serve as a waiver of the Union's right to demand to bargain any changes made to the District Transportation manual or any other document that the District may provide to the employees of the Transportation Department that affects their working conditions or any other rights under the collective bargaining agreement.

The transportation manual shall not be inconsistent with any of the provisions of this collective bargaining agreement.

23.2 Bus Drivers Training Pay

While in training, bus drivers will be paid 10% below the hourly wage listed H1//Step 1. Once the driver has completed training, the driver will be placed in the H1 Category.

While training other drivers, the bus driver conducting the training will be paid an additional \$1 per hour.

23.3 Bus Driver Extra Trip Hours

All extra trip hours will be paid at full rate of pay. If a driver begins an extra trip within one hour following the end of a regular route or following the end of a previous extra trip, the intervening time shall be paid time. If a driver begins a trip ("X") more than one hour following a regular route or more than one hour following the end of a previous extra trip, the driver shall receive at least two hours of regular pay for trip X. Extra trip means all but home to school to home routes. This shall also apply to drivers who are covering for another route.

23.4 No Available Drivers

23.4.1 The situation of "no available bus drivers" exists when one or more of the following are true:

- 23.4.1.1 No bus driver volunteers to drive for a trip that has been thoroughly and properly posted/communicated.
- 23.4.1.2 The trip would make it impossible for the Transportation Department to fulfill its normal home-to-school/school-to-home obligations due to insufficient number of drivers.
- 23.4.1.3 The trip would make it impossible for the Transportation Department to fulfill its normal home-to-school/school-to-home route obligations due to state or federal regulations. Such regulations may include minimum time between trips, maximum number of hours driving in a day, etc.

23.4.2 The situation of “no available bus drivers” cannot be caused by:

- 23.4.2.1 Home-to-school/school-to-home route obligations that can be covered by reasonable accommodations such as minor adjustment to schedule(s), occasional coverage by others (such as; dispatcher, or mechanic), hiring of substitute driver, etc.
- 23.4.2.2 The District’s unwillingness to compensate a driver according to contractual and legal obligations. For instance, desire to not have to pay overtime, reimburse expenses, provide per diem, give compensatory time, etc.

23.5 Subcontracting Trips

- 23.5.1 If the trip is more than 4 hours in length one way [excluding breaks], The District may subcontract to a charter bus.
- 23.5.2 If a trip cannot be covered by using District bus drivers due to home-to-school/school-to-home route obligations, the District will attempt to find coverage from another school district’s district-owned transportation department. The District must contact a minimum of 3 such districts before subcontracting to any other vendor.
- 23.5.3 If a trip cannot be covered by using District bus drivers due to lacking enough buses or drivers, the District will attempt to find coverage from another school district’s district-owned transportation department. The district must contact a minimum of 3 such districts before subcontracting to any other vendor. The District shall use the Parkrose bus drivers and buses that are available and may subcontract to meet the remaining needs of the trip.
- 23.5.4 If a trip is needed on short notice for reasons beyond the control of the school or District or the assigned bus driver become unavailable for the trip, the Supervisor of Transportation will post the trip on the board and attempt to contact those eligible to drive in order of seniority. If no one picks up the trip within 4 hours of posting the trip, the trip will be offered to at least three districts who operate their own transportation department prior to offering it to any other vendor.

23.5.5 Reporting and Auditing

The Supervisor of Transportation will notify the Union President at least two days prior to the trip, when possible, via email of any situation that is subcontracted due to meeting one of the four reasons listed under Subcontracting Trips. The Union can request a report that lists all trips that have been subcontracted [partial or full] and why it was subcontracted from the Supervisor

of Transportation. The Supervisor of Transportation must provide this report within 10 working days of the request.

23.6 Bus Driver Hiring Incentives

- 23.6.1 A hiring incentive is available for new bus drivers hired to the District (those who haven't driven for the Parkrose Transportation Department in the last two years and who has never received this incentive).
- 23.6.2 A new bus driver who has completed their probationary period will receive their first retention payment of \$500.
- 23.6.3 At the 12-month mark of continuous employment (this is working months not calendar months), the employee would receive their second retention payment of \$500.
- 23.6.4 At the 18-month mark of continuous employment (this is working months not calendar months), the employee would receive their third and final retention payment of \$500.

23.7 Incentive for referring a new driver:

Current Parkrose Classified employees will be awarded \$250 for any referral that leads to filling an open bus driver position. The employee will be given the referral fee once the "referral" has successfully completed the training process, if applicable, and has been driving a route for three months. The employee must notify the Director of Human Resources in writing with the name of the person being referred before the referral is interviewed for the position.

23.8 Type 10/20 Vehicles

Definition- "bus driver" shall refer to any employee of the District that is permanently assigned to the Transportation Department and is licensed/approved by the District, and the State of Oregon, to operate a school bus while students are on board. This may include the Transportation Supervisor, Dispatcher, Mechanic, etc.

23.8.1 Criteria for drivers

Any driver of a district Type 10/20 vehicles for the purpose of transporting passengers will:

- 23.8.1.1 Meet the minimum qualifications as specified in OAR's.
 - 23.8.1.2 Have an approved Type 10/20 State of Oregon yearly application on file before being allowed to use the District's Type 10/20 vehicles to transport passengers.
 - 23.8.1.3 Have completed the State of Oregon required training that is provided by the District's Transportation Department before they can transport passengers in a Type 10 or Type 20 Multifunctional School Activity Vehicle.
 - 23.8.1.4 Be covered by the District's insurance and will not be expected to provide any coverage under their own automobile insurance.
- 23.8.2 With a few exceptions, outlined below, all district-provided transportation of passengers will be done through the District's Transportation Department using a bus driver. Bus drivers may be used to operate a Type 10/20 vehicle when appropriate or needed.

Exception #1: The classified positions of “Pre-K Educational Assistant incl. Transportation”: Educational Assistant Transitions Program with driving and the Transition Specialist with driving may transport passengers in a Type 10 vehicle as part of their regular duties associated with the operation of the Pre-K program to which they were assigned without having to offer the route(s)/trip(s) to bus drivers.

Exception #2: The classified position of “College and Career Secretary” may, on occasion, transport passengers in a Type 10 vehicle to/from events directly related to the functions of the College and Career Center – assuming that the total number of passengers that require transportation for the event is 9 or fewer. The College and Career Secretary will receive a \$25 per trip, per day stipend for the added responsibility of transporting passengers. This stipend is in addition to their normal hourly rate of pay.

Exception #3: The LEAP teacher working in the Transitions program may transport passengers in a Type 10/20 vehicle to/from work related/learning events directly related to the functions of the Transition classroom.

Exception #4: No available bus drivers for trip of 18 or fewer passengers.

23.8.3 All passenger transportation requests must first go through the Transportation Department and be offered to the bus drivers according to normal “trip” posting/bidding procedures (as outlined by the Transportation Handbook).

23.8.4 When there is no available bus driver, as outlined above, a single Type 10/20 vehicle or two Type 10 vehicles may be driven by other eligible District employee(s) (non-bus drivers). Any such must be one of the following:

23.8.4.1 A district employee who would otherwise be going on the trip (i.e: coach/advisor/chaperone for the activity)

23.8.4.2 A classified employee (non-bus driver)

23.8.5 In the case where a classified employee drives a Type 10/20 vehicle, due to there being no available bus drivers, they will receive a \$25 per trip, per day stipend in addition to their normal hourly rate of pay.

23.9 Due to an ongoing shortage of bus drivers, the provisions in section 23.5 Subcontracting Trips and 23.8 Type 10/20 Vehicles have been established by the District and the Association to provide for the subcontracting or alternate assignment of transportation.

ARTICLE 24 – INSURANCE BENEFITS

24.1 The District will make contributions in accordance with the conditions established in this Article for payment of insurance premiums as specified herein during the term of this Agreement

24.2 The District will offer coverage as follows, with automatic payroll deductions for any coverage over the allowable District contribution.

24.3 The OEGB plans shall be selected by the Association by deadlines established by OEGB.

24.4 Long Term Disability Insurance

Full-time Employees will pay the entire premium through a payroll deduction for long-term disability insurance (LTD).

24.5 District Contributions for Employees for 2023-2024 beginning October 1st.

Guaranteed insurance contributions will increase by 4 % over 2022-2023.

Hours Worked	Single	Spouse or Children	Family
31>	972	1708	1790
Part-time			
26-30.99	972	1264	1264
21-25.99	893	893	893
20 – 20.99	744	744	744
10-19.99	352	352	352
0-9.99	0	0	0

The Pool

For any classified employee at .875 and above, they will be counted as a 1.0 FTE as it pertains to the pool contribution.

A pool shall be created based upon the following formula: September FTE (filled positions only) x \$1406 x 12= total pool for the 2023-2024 plan year.

Any classified employee who has unmet insurance expenses, as of the date of the distribution calculation, will be eligible to receive an additional monthly contribution based on funds available in the pool. Expenses include the maximum allowable contribution to their HSA (if applicable) and the premiums for their chosen health, dental, and vision plans. Any amounts of these expenses in excess of the district contribution (as defined in the table above) are considered unmet. Employees who have no unmet expenses are not eligible for an additional contribution nor are they eligible to receive any balance of funds; these funds will be reserved for use in the pool. All recipients of pool funds will receive an equal proportion of their unmet expenses.

The total pool balance available to distribute to classified employees shall be the total pool amount minus the total of all District contributions (as defined in the table above). If this amount is negative, there will be no pool available for distribution.

Pool distributions will be allocated as follows:

$$\begin{array}{l} \text{Divided by the sum of:} \\ \text{Equals:} \end{array} \quad \frac{\text{Total pool balance available to distribute}}{\text{Total classified unmet insurance expenses}} = \text{Insurance pool funding percentage}$$

Immediately after the open period the District will calculate the distribution of the insurance pool. If possible, the District will pay any distribution owed to a classified employee beginning on the first paycheck of the new insurance plan year (usually end of September). In no case will the new plan year pool distributions begin later than the second paycheck of the new plan year (usually end of October). In the case where pool distribution are not paid in the first month, the second month's paycheck will include the distribution for both the first and second months.

Any classified staff who have an event that may modify their plan eligibility may receive a modification to their insurance based on the District contribution however the pool distribution will not be recalculated based on the event so the employee may not receive any additional distribution beyond what was calculated in the pool allocation calculation. New employees will receive the applicable amount from the table and the same insurance pool funding percentage that was calculated for all employees.

District Contribution for Employees for 2024-2025 beginning October 1st.

Guaranteed insurance contributions will increase by 4% over 2023-2024

Hours Worked	Single	Spouse or Children	Family
31>	1011	1777	1862
Part-time			
26-30.99	1011	1314	1314
21-25.99	928	928	928
20	773	773	773
10- 19.99	366	366	366
0-9.99	0	0	0

A pool shall be created based upon the following formula:

For any classified employee at .875 and above, they will be counted as a 1.0 FTE as it pertains to the pool contribution.

September FTE x \$1462 x 12 = total pool for the 2024-2025 plan year.

District Contribution for Employees for 2025-2026 beginning October 1st.

Guaranteed insurance contributions will increase by 4% over 2024-2025

Hours Worked	Single	Spouse or Children	Family
31>	1051	1848	1936
Part-time			
26-30.99	1051	1367	1367
21-25.99	966	966	966

20	804	804	804
10- 19.99	380	380	380
0-9.99	0	0	0

A pool shall be created based upon the following formula:

For any classified employee at .875 and above, they will be counted as a 1.0 FTE as it pertains to the pool contribution.

September FTE x \$1520 x 12 = total pool for the 2025-2026 plan year.

24.6 Couple Pooling

When two district employees are spouses or domestic partners, they may choose to pool their insurance contributions. One of the couples will select all insurance policies, but will receive a district contribution equal to the sum of all contributions that the two employees would otherwise be eligible for separately.

- 24.7 The District shall make a Health Savings Account (HSA) available to any association member who chooses a qualifying OEBB plan. The difference between the employee's insurance premiums and the District contribution shall be deposited by the District into the employee's HSA.

The District will front load the full annual contribution, based on need, upon receiving a written request from an employee. In the event that an employee separates from employment prior to earning the full contribution, the difference will be deducted from the final paycheck.

- 24.8 Employees shall indicate their preference for insurance premium dollar allocations according to OEBB guidelines.

- 24.9 If employment is terminated or an employee goes on leave of absence without pay prior to the end of a school year, the District's contribution for the employee's coverage shall cease as of the last month they are employed, except as otherwise required by state/federal law (COBRA). The employee may continue enrollment in a District-sponsored group insurance plan of their own choice subject to the conversion rights provided by the carrier or required by state/federal law. If an employee's employment is terminated between the end of the school year and the beginning of the ensuing school year, the District's payment of fringe benefits shall continue through the month of September.

- 24.10 Laid off employees will receive extended medical insurance coverage as provided in Article 9, Section 9.5.

- 24.11 District contribution dollars may not be taken as salary payments.

24.11.1 Employees may enroll in any District designated OEBB voluntary plans. Employees will have a payroll deduction for those amounts and cannot use District contribution amounts towards voluntary plan(s) cost.

- 24.11 District contributions are rounded to the nearest dollar for the purposes of calculating future contributions. 5-digit values shall be used before rounding occurs. The following tables show the 5-digit values for the term of this contract.

2023-2024 (4% increase):**5-digit guaranteed health benefit for 2022-2023 (BASE)**

Pool Amount per FTE – 1351.50000

Hours Worked	Single	Spouse or Children	Family
31>	934.76670	1642.70624	1721.49883
Part-time			
26-30.99	934.76670	1215.31610	1215.31610
21-25.99	858.36176	858.36176	858.36176
20 – 20.99	715.10249	715.10249	715.10249
10-19.99	338.13000	338.13000	338.13000
0-9.99	0	0	0

5-digit guaranteed health benefit for 2023-2024

Pool Amount per FTE – 1405.5600

Hours Worked	Single	Spouse or Children	Family
31>	972.15737	1708.41449	1790.35878
Part-time			
26-30.99	972.15737	1263.92874	1263.92874
21-25.99	892.69623	892.69623	892.69623
20 – 20.99	743.70659	743.70659	743.70659
10-19.99	351.65520	351.65520	351.65520
0-9.99	0.00000	0.00000	0.00000

2024-2025 (4% increase):

Pool Amount per FTE – 1461.78240

5-digit guaranteed health benefit for 2024-2025

Hours Worked	Single	Spouse or Children	Family
31>	1011.04366	1776.75107	1861.97313
Part-time			
26-30.99	1011.04366	1314.48589	1314.48589
21-25.99	928.40408	928.40408	928.40408
20 – 20.99	773.45485	773.45485	773.45485
10-19.99	365.72141	365.72141	365.72141
0-9.99	0.00000	0.00000	0.00000

2025-2026 (4% increase):

Pool Amount per FTE – 1520.25370

5-digit guaranteed health benefit for 2025-2026

Hours Worked	Single	Spouse or Children	Family
31>	1051.48541	1847.82111	1936.45206
Part-time			
26-30.99	1051.48541	1367.06533	1367.06533
21-25.99	965.54024	965.54024	965.54024
20 – 20.99	804.39305	804.39305	804.39305
10-19.99	380.35026	380.35026	380.35026
0-9.99	0.00000	0.00000	0.00000

ARTICLE 25 – COMPENSATION**25.1 Compensation:**

The District shall pay the employee PERS contribution on behalf of the employee.

The District shall pay the employee's Paid Leave Oregon insurance contribution on behalf of the employee.

25.1.1 Wages

Effective January 1, 2021, the 2020-2021 wages for classified employees shall be increased by 3% as shown on the Salary Schedule (Appendix B) with placement according to the Classification chart (Appendix A).

Effective July 1, 2021 – the 2021-2022 wage table will be reindexed to 4% between each step.

Wage Scale Indexed to 4% between steps

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1.00000	1.0400	1.0816	1.12486	1.16986	1.21665	1.26532

Effective July 1, 2023, the 2022-2023 wages for classified employees shall be increased by 5% as shown on the Salary Schedule (Appendix B) with placement according to the Classification chart (Appendix A).

Effective July 1, 2024 – the 2023-2024 wages for classified employees shall be increased by 3.5% as shown on Salary Schedule (Appendix B) with placement according to the Classification chart (Appendix A).

Effective July 1, 2025 – the 2024-2025 wages for classified employees shall be increased by 3.5% as shown on Salary Schedule (Appendix B) with placement according to the Classification chart (Appendix A).

25.1.2 Steps

For each year, all eligible employees will advance one step effective on July 1.

25.1.3 Longevity Stipend

25.1.3.1 Employees beginning their 15th year will receive an extra \$0.70 per hour above their current classification and step.

25.1.3.2 Employees beginning their 20th year will receive an extra \$0.30 per hour for a total of an extra \$1.00 per hour above their current classification and step.

25.2 Graveyard 2% Premium

Any employee whose regularly scheduled work shift includes work-time between the hours of 11:00 pm and 4:30 am will be paid their regular salary plus the 2% premium wages for their entire shift.

25.3 Overtime

25.3.1 Overtime shall only be worked with prior permission of the supervisor.

25.3.2 Except as provided below, employees shall be compensated at the rate of time and one-half in the form of pay or compensatory time off for work under the following conditions, but in no event shall such compensation be received twice for the same hours.

25.3.2.1 All assigned work in excess of forty (40) hours in any work week. The District's work week shall be defined as the period of time from 12:01 a.m. Sunday to 12:00 midnight Saturday.

25.3.2.2 Overtime shall be computed to the nearest five (5) minutes.

25.3.2.3 Overtime shall be based on the actual number of hours on duty per day except for the minimum required if the employee is called back to duty. (see 25.4.2)

25.3.2.4 For the purposes of computing overtime, all hours an employee actually works, plus non-worked holidays and vacation hours shall be credited as time worked in computing total work period hours.

25.3.3 The use of compensatory time in lieu of extra hourly pay must be mutually agreed to by the principal or supervisor and the employee, in advance of the specific hours worked. Compensatory time must be figured at one and one-half hours for each hour worked in those instances when compensatory time is authorized beyond the forty (40) hour work week. Compensatory time shall be recorded in the district time clock system. Compensatory time off will be arranged for between the supervisor and the employee and the employee will enter the absence in the district time clock system as compensatory time used. Accrued compensatory time will be taken before the end of the current fiscal year. If the employee is unable to use all of their accrued compensatory time by last payroll period in June, the District shall pay the employee their compensatory time balance in the final pay check of the fiscal year. If an employee terminates employment prior to the end of the fiscal year, all accrued compensatory time will be paid out in the employee's final pay check at the employee's current rate of pay. All previously unused comp time shall be entered into the time clock system. New Comp time accruals will begin with the signing of the agreement.

25.3.4 Flex or trade time

On occasion, supervisors and employees may agree to a flex schedule. A flex schedule would allow the employee who works more than their scheduled hours on a regular work day to schedule an equal amount of time off within that same pay period (with supervisor approval). If the employee is unable to take the scheduled time off, the extra time will be recorded as extra hours or as comp time, with supervisor approval.

25.4 Extra Time

25.4.1 Food Service

Food Service employees working more than forty (40) hours per week will be paid at one and one-half (1 ½) times the regular rate as defined above.

25.4.2 Emergency Call Back

25.4.2.1 Employees called back to work on site during the evening or on weekends will be reimbursed at one and one-half (1 ½) times their regular hourly rate, for a minimum of two (2) hours, plus the employee will file for mileage reimbursement to and from the work site,

25.4.2.2 Employees called back during the evening or on weekends who can perform the work remotely will be reimbursed at one and one-half (1 ½) times their regular hourly rate, for a minimum of one (1) hour.

25.4.2.3 If the call back occurs on an emergency closure day, the employee will receive the greater of:

25.4.2.3.1 the applicable emergency closure pay for the day, or

25.4.2.3.2 time-and-a-half

The employee will be paid triple time if the work is beyond 40 hours in a week.

25.4.3 Extra Pay for Extra Duty

Job Description tasks defined in the Certificated Agreement but performed by Classified employees will be paid at the same rate as defined in the Extra Pay for Extra Duty clause in APPENDIX C of the Certificated Agreement between the Board and PFA.

25.5 Hazardous Duty/Safety Equipment

Any employee who is required to work in a hazardous situation shall receive adequate training for such situations or duties. The District shall provide any and all safety equipment which would be required for the protection of the employee who is required to perform hazardous duty. If safety equipment as defined by OSHA is not available, no employee shall be required to perform any hazardous duty. (See Article 20.8)

25.6 Computer Professionals:

The term “computer professionals” shall include specific employees that meet the Bureau of Labor and Industries (BOLI) definition for computer professionals and are designated by the District and agreed upon by the Union. These positions are overtime exempt and fall under the BOLI category of Exempt Executives, Exempt Administrative Employee, or Professional Employees. Computer professionals are members of the bargaining unit and shall be placed on the professional/technical Wage/Wage/Salary schedule as shown in Appendix B.

The annual Wage/Salary will be calculated using the following formula: The hourly rate from the Wage/Salary schedule multiplied times (X) eight (8) hours a day times (X) number of work days per a twelve (12) month work year. The monthly Wage/Salary shall be one-twelfth (1/12) of the annual amount.

Provisions of this collective bargaining agreement concerning hourly wage are specifically not applicable to computer professionals. Computer professionals, by definition, are exempt from all overtime provisions as outlined in the Article 25.3, 25.4 and 25.5.2.

25.7 Cell Phone Usage

Some classified positions, as determined by their supervisor, may require the use of a mobile device (i.e. cell phone or smartphone). Upon mutual agreement between the supervisor and the employee, a stipend of \$30 per month worked, may be paid to the employee in lieu of the district providing a mobile device. For less than full-time positions, this stipend will be pro-rated.

The supervisor will establish basic policies for the use of the mobile device such as sharing of contact in info (mobile phone number), forwarding of desk phone, use of voicemail, etc.

After hours phone calls to deal with emergency situations will follow article 25.4.2 Emergency Call Back compensation.

The stipend will take effect within two weeks of approval of the employee's request to use their personal mobile communication device in lieu of a district provided mobile device.

When necessary, employees who are required to work remotely shall be provided with the hardware (phone, computer, printer, etc), and software to perform their duties, according to the standards and expectation of the District. If the employee does not have internet services and/or cell phone services, it will be provided.

If the telework required is resulting in increased cost to the employee's internet services and/or cell phone service, the District will work with the employee to find a solution-either by providing the services for them or compensating them for the extra cost.

If a safe space has been provided for the employee to work onsite and they choose not to do so – or – if the employee requests the telework arrangement due to personal circumstances, the employee is responsible for any additional internet and cell phone changes.

25.8 Pay Differentials

The District will pay a language stipend for the following languages: Spanish, Vietnamese, Russian and Ukrainian IF the employee utilizes that language with students and families.

The Principal or Supervisor will authorize the stipend annually. For Administrative Assistants that work in the front office – they will receive an additional \$1700 per year. For Paraprofessionals, On Track Coordinators, and Media Assistants, they will receive an additional \$850 per year.

A principal or Supervisor can make an exception for another language not on the preferred list or for a position not stated above, if the position utilizes that language. An employee can request a stipend if they believe they are using their second language in their job duties.

ARTICLE 26 - LABOR/MANAGEMENT COUNCIL

A committee with representatives of classified employees and administration will be established with the intent to resolve issues affecting classified employees. The first meeting will be scheduled during the month of September. Employee participation on the council shall be voluntary, and participation that occurs outside of normal working hours shall not be compensated.

ARTICLE 27 – NON-DISCRIMINATION

The District and the Association shall not discriminate, in violation of any state or federal laws against any employee on the basis of race, religion, sex, national origin, disability, age, marital status, sexual orientation or membership in the Association or participation in Association activities. In addition, the District shall not discriminate against or harass any Classified Employee in accordance with state, local and federal law and school board policy as applicable. Alleged violations of this article may be grieved under Article 8 but not to arbitration.

ARTICLE 28 - EXECUTION AND SIGNATURE

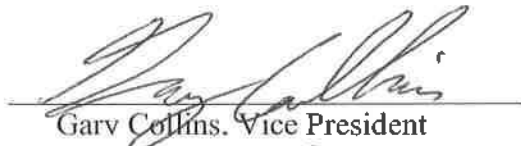
Executed this 8th day of November 2023, at Portland, Oregon by the undersigned by the authority and on behalf of the Parkrose School Board of Education and the Oregon School Employees Association Chapter No. 44, Parkrose.

FOR THE ASSOCIATION:

FOR THE DISTRICT:


Richard Doyle, President 11/9/23

 11.8.23
Michael Lopes Serrao, Superintendent


Garv Collins, Vice President

 11.8.23
Brenda Rivas, Board of Education Chair


Hal Meyerdierk, OSEA Field Rep.

APPENDIX A - CLASSIFICATION LIST

Pay Range	Job Title	Approx. # Work Days & Holidays*	Pay Range	Job Title	Approx. # Work Days & Holidays*
C	Food Service Helper	176-179	M	Accounting Technician (DO)	230
D	District Courier	221		Food Service Lead (HS)	176
E	Food Service Cashier	176-179		College Career Coordinator (HS)	220
F	School to Work	169-191		College and Career Family Liaison	220
F1	Media Assistant I	179		Transitions Specialist	202
	Recess Coach	178		Athletic Coordinator (HS)	230
H	Educ Asst - Title	178		Registrar (HS)	230
	Media Assistant II	178		Maintenance Worker/Entry	260
	Food Service Lead (Elementary)	178	M1	Custodian Assistant Lead (HS)	260
	Food Service Lead Assistant (MS)	176		Custodian Assistant Lead – Roving	260
	Food Service Lead Assistant (HS)	176		Student Services Coordinator-(DO)	230
HI	School Bus Driver	Route Based		Groundskeeper	260
	School Bus Driver/Trainer**	As Needed	N	Custodian Lead (Elementary)	260
I	Secretary/Receptionist (MS)	208		District Facilities Coordinator	230
J	Media Assistant III	178-187		Campus Security Officer	178
K	Athletic Worker	260		Skills Trainer	191
	Food Service Lead (MS)	176	N1	Custodian Lead (MS)	260
	District Office Coordinator	230		Groundskeeper Lead	260
	Attendance Specialist (HS)	196 - 220		Maintenance Worker/Skilled	260
	Student Management Specialist (HS)	196 - 220		Network Technician	260
	Administrative Assistant (HS)	196 - 220		Administrative Assistant (Elementary)	215
	Administrative Assistant (MS)	225		Lead Administrative Assistant (MS)	225
	Secondary SPED Coordinator	178	N2	Custodian Lead (HS)	260
	Transitions Specialist – McKinney Vinto	191	O	Maintenance Worker Skilled Lead	260
	Transitions Facilitator	225	O.5	Custodial Worker Lead	260
	Front Office Assistant & Family Liaison	178	O1	Transportation Lead	231
	Educ Asst. - Special Education	178		Aquatic Supervisor	260
L	Custodian	201-260		Nutrition Services Coordinator	218
	On Track Coordinators	178	O1.5	Systems Administrator	260
	Educ Asst - Specialized Classroom (Preschool, Life Skills, Transitions, Behavior, & Structured Skills)	178		Certified Occupational Therapist Assistant	191
				Speech Language Pathologist Assistant	183
				Certified Autism Skills Trainer	191
			O2	Lead Mechanic	260
				Maintenance HVAC	260
			P	Senior Systems Administrator	260

***Work Days** - Nothing above shall be construed as a guarantee of employment for a given number of months; or days per year, or hours of employment per day. Calendars for the work schedule will be prepared and issued with the notices sent as per Article 20.1.1.5. These calendars will be construed to be suggestions of days worked and may be altered to suit needs in individual buildings or departments by mutual agreement between supervisors and employees. The total number of days worked will not be affected by these agreements.

****School Bus Driver/Trainer** \$1.00 per hour stipend to be added to the employee's hourly Wage/Salary (\$1.00 per/hour) when engaged in driver training.

APPENDIX B–2023-2024 Wage Schedule

2023-2024 - 5% COLA to base;											
Base		1	2	3	4	5	6	7	8	15 Year	20 Year
		1.00000	1.04000	1.08160	1.12486	1.16986	1.21665	1.26532	1.31593		
1.05			4.00	4.00	4.00	4.00	4.00	4.00	4.00		
C	15.43496	X	16.05	16.69	17.36	18.06	18.78	19.53	20.31	21.01	21.31
D	15.80706	15.81	16.44	17.10	17.78	18.49	19.23	20.00	20.80	21.50	21.80
E	16.17912	16.18	16.83	17.50	18.20	18.93	19.68	20.47	21.29	21.99	22.29
F	16.57686	16.58	17.24	17.93	18.65	19.39	20.17	20.98	21.81	22.51	22.81
F1	16.91046	16.91	17.59	18.29	19.02	19.78	20.57	21.40	22.25	22.95	23.25
G	17.07724	17.08	17.76	18.47	19.21	19.98	20.78	21.61	22.47	23.17	23.47
H	17.65463	17.65	18.36	19.10	19.86	20.65	21.00	22.34	23.23	23.93	24.23
H1	25.24599	25.25	26.26	27.31	28.40	29.53	30.72	31.94	33.22	33.92	34.22
I	17.96256	17.96	18.68	19.43	20.21	21.01	21.85	22.73	23.64	24.34	24.64
J	18.24482	18.24	18.97	19.73	20.52	21.34	22.20	23.09	24.01	24.71	25.01
K	19.13013	19.13	19.90	20.69	21.52	22.38	23.27	24.21	25.17	25.87	26.17
L	19.45088	19.45	20.23	21.04	21.88	22.75	23.66	24.61	25.60	26.30	26.60
M	19.72031	19.72	20.51	21.33	22.18	23.07	23.99	24.95	25.95	26.65	26.95
M1	20.45203	20.45	21.27	22.12	23.01	23.93	24.88	25.88	26.91	27.61	27.91
N	21.17015	21.17	22.02	22.90	23.81	24.77	25.76	26.79	27.86	28.56	28.86
N1	22.53132	22.53	23.43	24.37	25.34	26.36	27.41	28.51	29.65	30.35	30.65
N2	23.90615	23.91	24.86	25.86	26.89	27.97	29.09	30.25	31.46	32.16	32.46
O	25.76344	25.76	26.79	27.87	28.98	30.14	31.35	32.60	33.90	34.60	34.90
O.5	26.94028	26.94	28.02	29.14	30.30	31.52	32.78	34.09	35.45	36.15	36.45
O1	28.04416	28.04	29.17	30.33	31.55	32.81	34.12	35.48	36.90	37.60	37.90
O1.5	29.23505	29.24	30.40	31.62	32.89	34.20	35.57	36.99	38.47	39.17	39.47
O2	31.12659	31.13	32.37	33.67	35.01	36.41	37.87	39.39	40.96	41.66	41.96
P	34.40780	34.41	35.78	37.22	38.70	40.25	41.86	43.54	45.28	45.98	46.28

AT 15 YEARS, THE EMPLOYEE WILL RECEIVE AN ADDITIONAL .70 CENTS PER HOUR ABOVE THE STANDARD WAGE FOR THEIR CURRENT CLASSIFICATION AND STEP

AT 20 YEARS, THE EMPLOYEE WILL RECEIVE AN ADDITIONAL \$1 PER HOUR ABOVE THE STANDARD WAGE FOR THEIR CURRENT CLASSIFICATION AND STEP

APPENDIX B–2024-2025 Wage Schedule

2024-2025- 3.5% COLA to base;										15 Year	20 Year
Base	1	2	3	4	5	6	7	8			
1.035	1.00000	1.04000	1.08160	1.12486	1.16986	1.21665	1.26532	1.31593			
C	15.97518	15.98	16.61	17.28	17.97	18.69	19.44	20.21	21.02	21.72	22.02
D	16.36030	16.36	17.01	17.70	18.40	19.14	19.90	20.70	21.53	22.23	22.53
E	16.74539	16.75	17.42	18.11	18.84	19.59	20.37	21.19	22.04	22.74	23.04
F	17.15705	17.16	17.84	18.56	19.30	20.07	20.87	21.71	22.58	23.28	23.58
F1	17.50233	17.50	18.20	18.93	19.69	20.48	21.29	22.15	23.03	23.73	24.03
G	17.67495	17.67	18.38	19.12	19.88	20.68	21.50	22.36	23.26	23.96	24.26
H	18.27254	18.27	19.00	19.76	20.55	21.38	22.23	23.12	24.05	24.75	25.05
H1	26.12960	26.13	27.17	28.26	29.39	30.57	31.79	33.06	34.38	35.08	35.38
I	18.59125	18.59	19.33	20.11	20.91	21.75	22.62	23.52	24.46	25.16	25.46
J	18.88339	18.88	19.64	20.42	21.24	22.09	22.97	23.89	24.85	25.55	25.85
K	19.79968	19.80	20.59	21.42	22.27	23.16	24.09	25.05	26.06	26.76	27.06
L	20.13166	20.13	20.94	21.77	22.65	23.55	24.49	25.47	26.49	27.19	27.49
M	20.41052	20.41	21.23	22.08	22.96	23.88	24.83	25.83	26.86	27.56	27.86
M1	21.16785	21.17	22.01	22.90	23.81	24.76	25.75	26.78	27.86	28.56	28.86
N	21.91111	21.91	22.79	23.70	24.65	25.63	26.66	27.72	28.83	29.53	29.83
N1	23.31992	23.32	24.25	25.22	26.23	27.28	28.37	29.51	30.69	31.39	31.69
N2	24.74286	24.74	25.73	26.76	27.83	28.95	30.10	31.31	32.56	33.26	33.56
O	26.66516	26.67	27.73	28.84	29.99	31.19	32.44	33.74	35.09	35.79	36.09
O.5	27.88319	27.88	29.00	30.16	31.36	32.62	33.92	35.28	36.69	37.39	37.69
O1	29.02570	29.03	30.19	31.39	32.65	33.96	35.31	36.73	38.20	38.90	39.20
O1.5	30.25827	30.26	31.47	32.73	34.04	35.40	36.81	38.29	39.82	40.52	40.82
O2	32.21602	32.22	33.50	34.84	36.24	37.69	39.20	40.76	42.39	43.09	43.39
P	35.61207	35.61	37.04	38.52	40.06	41.66	43.33	45.06	46.86	47.56	47.86

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APPENDIX B–2025-2026 Wage Schedule

2025-2026- 3.5% COLA to base;											
	Base	1	2	3	4	5	6	7	8	15 Year	20 Year
		1.00000	1.04000	1.08160	1.12486	1.16986	1.21665	1.26532	1.31593		
1.035		4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00		
C	16.53431	16.53	17.20	17.88	18.60	19.34	20.12	20.92	21.76	22.46	22.76
D	16.93291	16.93	17.61	18.31	19.05	19.81	20.60	21.43	22.28	22.98	23.28
E	17.33148	17.33	18.02	18.75	19.50	20.28	21.09	21.93	22.81	23.51	23.81
F	17.75755	17.76	18.47	19.21	19.97	20.77	21.60	22.47	23.37	24.07	24.37
F1	18.11491	18.11	18.84	19.59	20.38	21.19	22.04	22.92	23.84	24.54	24.84
G	18.29357	18.29	19.03	19.79	20.58	21.40	22.26	23.15	24.07	24.77	25.07
H	18.91208	18.91	19.67	20.46	21.27	22.12	23.01	23.93	24.89	25.59	25.89
H1	27.04414	27.04	28.13	29.25	30.42	31.64	32.90	34.22	35.59	36.29	36.59
I	19.24194	19.24	20.01	20.81	21.64	22.51	23.41	24.35	25.32	26.02	26.32
J	19.54431	19.54	20.33	21.14	21.98	22.86	23.78	24.73	25.72	26.42	26.72
K	20.49267	20.49	21.31	22.16	23.05	23.97	24.93	25.93	26.97	27.67	27.97
L	20.83627	20.84	21.67	22.54	23.44	24.38	25.35	26.36	27.42	28.12	28.42
M	21.12489	21.12	21.97	22.85	23.76	24.71	25.70	26.73	27.80	28.50	28.80
M1	21.90872	21.91	22.79	23.70	24.64	25.63	26.66	27.72	28.83	29.53	29.83
N	22.67800	22.68	23.59	24.53	25.51	26.53	27.59	28.69	29.84	30.54	30.84
N1	24.13611	24.14	25.10	26.11	27.15	28.24	29.37	30.54	31.76	32.46	32.76
N2	25.60886	25.61	26.63	27.70	28.81	29.96	31.16	32.40	33.70	34.40	34.70
O	27.59844	27.60	28.70	29.85	31.04	32.29	33.58	34.92	36.32	37.02	37.32
O.5	28.85910	28.86	30.01	31.21	32.46	33.76	35.11	36.52	37.98	38.68	38.98
O1	30.04160	30.04	31.24	32.49	33.79	35.14	36.55	38.01	39.53	40.23	40.53
O1.5	31.31731	31.32	32.57	33.87	35.23	36.64	38.10	39.63	41.21	41.91	42.21
O2	33.34358	33.34	34.68	36.06	37.51	39.01	40.57	42.19	43.88	44.58	44.88
P	36.85849	36.86	38.33	39.87	41.46	43.12	44.84	46.64	48.50	49.20	49.50

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APPENDIX C – LAYOFF ORDER

Order		Range
	Accounting/Bookkeeping	
	District Accounting Technician	M
	Custodial	
	Custodial Lead	O
	HS Lead Custodian	N2
	MS Lead Custodian	N1
	Elementary Lead Custodian	N
	HS Assistant Lead Custodian	M1
	Roving Assistant Lead Custodian	M1
	Custodian	L
	Educational Assistants	
	Certified Autism Skills Trainer	O1.5
	Skills Trainer	N
	Educational Assistants – Specialized Classroom with Driving	M
	Educational Assistants – Specialized Classroom	L
	Educational Assistant - Special Education	K
	Educational Assistants – Title	H
	Recess Coach	F1
	Food Services	
	HS Food Services Lead	M
	MS Food Services Lead	K
	Elementary Food Services Lead	H
	HS Food Services Lead Assistant	H
	MS Food Services Lead Assistant	H
	Food Service Cashier	E
	Food Services Helper	C
	Grounds	
	Groundskeeper Lead	N1
	Groundskeeper	M1
	Athletic Worker	K
	Maintenance	
	HVAC Maintenance	O2
	Lead Maintenance	O
	Skilled Maintenance	N1
	Entry Maintenance	M

	Media Assistants	
	Media Assistant III	G
	Media Assistant II	F1
	Media Assistant 1	E
	Pool	
	Aquatic Supervisor	O1
	Secretarial/Clerical	
	Lead Administrative Assistant (MS)	N1
	Administrative Assistant (ELEM)	N1
	Student Services Coordinator (DO)	M1
	HS Registrar	I
	High School College & Career Coordinator	M
	High School College and Career Family Liaison	M
	HS Secretary (Attn./Recep./Asst. Princ./Couns/_Spec Ed)	K
	Attendance Specialist	K
	Student Management Specialist	K
	Administrative Assistant (HS)	K
	Secondary SPED Coordinator	K
	District Office Coordinator	K
	Athletics Coordinator	J
	Administrative Assistant (MS)	K
	MS Receptionist	I
	Front Office Assistant and Family Liaison	K
	Security	
	Campus Security Officer	K
	Student Services	
	Transition Specialist	M
	Transition Specialist – Gateway Academic	K
	Transition Facilitator	K
	School to Work	F
	Technology Services	
	District Senior Systems Administrator	P
	Systems Administrator	O1.5
	Network Technician	N1
	Transportation	
	Transportation Lead	O1
	Driver	H1
	Transportation Mechanic	

	Lead Mechanic	O2
	On Track Coordinators	
	On Track Coordinators	L
	Speech Pathologist Language Assistant	
	Speech Pathologist Language Assistant	O
	Certified Occupational Therapy Assistant	
	Certified Occupational Therapy Assistant	O
	District Courier	
	District Courier	D
	Facilities Coordinator	
	Facilities Coordinator	N

APPENDIX D

GRIEVANCE RECORD

(For use at Level 1 - when grievance has not been resolved informally)

Name of Grievant _____ Date Filed _____
 Building _____ Assignment _____
 Name of Supervisor _____ School Phone # _____

 Date of alleged violation of Agreement _____ Date of Informal Meeting: _____

Nature of grievance and any related article of the Collective Bargaining Agreement _____

Remedy sought _____

Signature of Grievant	Date	Signature of Association Representative (If present)	Date
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 Decision of Supervisor _____

 Signature of Supervisor

 Date

 Grievant - Choose one of the two below. Please initial your choice.

(a) I accept Supervisor's answer _____

(b) I appeal Supervisor's answer to Level II _____

 Signature of Grievant

 Date

 Signature of Association Representative
(If present)

 Date