

**AGREEMENT**

**BETWEEN**

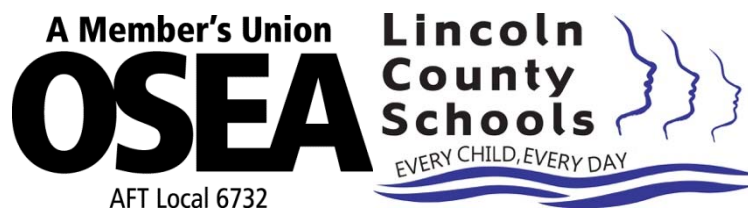
**OREGON SCHOOL EMPLOYEES ASSOCIATION**

**CHAPTER 19**

**and the**

**LINCOLN COUNTY SCHOOL DISTRICT**

**BOARD OF DIRECTORS**



**July 1, 2017 – June 30, 2022**

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## **Preamble**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of Directors of the Lincoln County School District, hereinafter the “Board” or “District,” and the Lincoln County Chapter of the Oregon School Employees Association, hereinafter the “Association.”

## Article 1 — Recognition

### A. Exclusive Representation

The District hereby recognizes the Oregon School Employees Association as the exclusive bargaining representative, as defined in ORS 243.650, for all classified employees except supervisory employees, confidential employees, academically licensed employees (including teachers, social workers and nurses), temporary employees, substitutes and department heads having evaluative responsibilities over other staff members.

### B. Definitions

1. Employee: A member of the bargaining unit represented by the Association.
2. Temporary employee: A person who is employed for a specific job upon the completion of which service will not be required on an ongoing basis provided the work does not exceed ninety (90) calendar days during a fiscal year defined as July 1 through June 30.

Normal school breaks and other interruptions of the same job do not establish a new 90 calendar day period.

In order to enable monitoring of contract compliance as regards temporary employees, the District will supply the Association president with a copy of the Temporary Employment Agreement for each non-academically licensed, non-supervisory, non-confidential and non-administrative temporary employee at the time of hire and will notify the Association president at the time that these temporary jobs have been completed.

Should it become known that the temporary assignment will become permanent, the position will be filled per the terms set forth in Articles 10 and 19 as applicable.

3. Substitute: A person who is employed to replace an absent permanent employee. Any person who performs service as a substitute during six (6) continuous months or more shall be considered a permanent employee for all purposes for the remainder of that fiscal year and the following fiscal year if he/she continues service as a substitute on the same work basis as during the past year.
4. Permanent Replacement: Temporary and substitute employees shall not be used to replace a permanent classified position. This shall not be construed so as to prevent a temporary or substitute employee from applying for a permanent classified position.
5. Summer Help: Summer help hired during May to September who are enrolled in a college or university, are not restricted to the 90 days and are not considered a classified employee.

### C. No Obligation

Granting of recognition is not to be construed as obligating the District in any way to continue any functions or policies.

## Article 2 — Management Rights

- A. The Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.
- B. Recognizing the above, the parties agree that the District retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any part of it. Rights of employees in the bargaining unit and the Association are limited to those set forth in this Agreement or provided by Oregon statute, and the District retains all prerogatives, functions, and rights not limited by the terms of this Agreement or by Oregon statute.
- C. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibility includes:
  - 1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
  - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
  - 3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
  - 4. The maintenance of discipline and control and use of the school system property and facilities.
  - 5. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
  - 6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
  - 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline or transfer employees except as provided for herein.
  - 8. The creation, combination, modification or elimination of any position.
  - 9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.

10. Determination of the layout and the equipment to be used and the right to plan, direct, and control all work activities; including the processes, techniques, methods and means of performing work.
  11. The right to establish and revise the school calendar, establish hours of employment and to assign workloads.
- D. Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis.
- E. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retaining all functions and rights to act not specifically nullified by this Agreement.
- F. For further reference, see ORS 332.072, 332.075, 332.105 and 332.107. Also ORS Chapter 243.

### **Article 3 - Association Right and Responsibilities**

- A. Upon request, the Association may be allowed use of such office equipment as needed to provide duplicating and information to the employees. The Association will pay the reasonable costs of all materials and supplies incidental to such use, and for any repairs, excluding routine maintenance, necessitated as a result of using equipment.
- B. Whenever mutually scheduled, Association representatives, elected or appointed, shall be granted time off without loss of pay from their regular school duties to attend local meetings dealing with grievance proceedings and labor negotiations. Whenever possible, such meetings will be scheduled so as not to interfere with normal work duties. The District shall not be obligated to pay overtime compensation due to the provisions of this section.
- C. The District will release the Association President or his or her designee for up to ten (10) work days each year for Association business. The Association will reimburse the District for the full cost of salary and benefits.
- D. Association Meetings. Any nighttime employee wishing to attend a monthly Chapter meeting may be allowed to attend with the understanding that he or she make up lost time due to the meeting and the attendance is approved by the building principal or supervisor. The employee will arrange to make up time with his or her supervisor.
- E. Meeting Notices. The District shall provide the Association with the agenda of future meetings of the District Board of directors as soon as practicable following delivery to the school board. The District shall provide the Association with a copy of the official minutes of the Board meetings within fifteen (15) days after the minutes have been approved by the board.
- F. Reimbursement of Personal Property Damage. The District shall make available a maximum of \$2,500.00 per year (non-accumulative) to the Association's Reimbursement Committee for reimbursement of employees' reasonable costs of clothing or eye glasses that have been damaged or destroyed as a result of an assault or injury and any vandalism incidental thereto, if the employee was acting in a reasonable and necessary manner while engaged in an official capacity. This does not include reimbursement for jewelry. At no time will the reimbursement for damaged personal property exceed the amount of the affected employee's deductible. The Association will establish a Reimbursement Committee to determine distribution of the \$2,500.00. The Reimbursement Committee will then submit the reimbursement request to the District. The Superintendent may request a signed statement identifying the damaged or destroyed items, and the estimated cost of any claim under this provision.
- G. Mail Facilities, Mail Boxes and Email. The Association shall have the right to use the inter-school mail courier service, school mailboxes and email as it deems necessary and without the approval of building principals or other members of the administration, unless such use is deemed by the administration to overload or put undue cost upon the service, or is in violation of the U.S. Postal Service's rules and regulations. The Association shall not use the District's mail facilities, mail boxes, or email for any pre-strike, strike or post-strike activity.

## **Article 4 — Savings Clause**

Notwithstanding ORS 243.702(1), if any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby. Upon request of either the Board or the union, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.



## **Article 5 — Information Availability**

### **A. General**

The union will have made available by the District public information requested by the union in the form and content in which it is readily available, provided the same is not exempt from public disclosure under ORS Chapter 192. The District may charge and the union shall pay reasonable duplicating costs for these materials.

### **B. New Employee Notification**

The District will provide monthly reports indicating the list titles below to the Association Chapter President. Additionally, the new hire email alerts from the payroll/HR system will generate for the Association.

1. Name of employee
2. Position classification
3. Salary range schedule and step placement
4. Work site
5. Seniority Date

## **Article 6 — Nondiscrimination**

The district shall promote nondiscrimination and an environment free of harassment based on an individual's race, color, religion, sex, sexual orientation, national origin, marital status, age or disability, because of the race, color, religion, sex, sexual orientation, national origin, marital status, age or disability of any other persons with whom the individual associates, with or without reasonable accommodation, is able to perform the essential functions of the position, membership or non-membership in any organization. All references to employees in this Agreement designate both sexes, and when the male gender is used, it shall be construed to include both male and female employees.

## **Article 7 — Personnel File**

- A. The official file of each employee is confidential and shall be kept in the District Human Resources Office.
- B. No evaluation document, disciplinary document, or complaint that reflects critically upon an employee or the employee's performance will be placed into the employee's personnel file without a copy being furnished to the affected employee. Normally, proof that the employee has been given a copy will be obtained by having the employee sign or initial the file copy acknowledging receipt of a copy or by way of a statement by the supervisor that the employee has been shown the material and has refused to sign it. In the event the employee is not available to initial or sign the document or the employee refuses to do so, a copy will be forwarded to the OSEA Chapter president or designee.
- C. The employee shall have the right to make a written statement relating to any evaluation, reprimand, charge, action, or any matter placed in the personnel file.
- D. The personnel file shall be open for inspection by the employee during regular office hours, by appointment and under the supervision of District representation while viewing the file. The personnel file shall be open only to such other persons as are officially designated in writing by the District or by the employee.
- E. Material placed in the personnel file of an employee without conformity with the provisions of this Article will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the employee.
- F. Once any material is placed in the file it should never be removed from the file.

## **Article 8 — Personnel Policies**

The District agrees to forward to the Association president any changes in personnel policies. The Association agrees to assist the District in communicating those changes to all bargaining unit members.

## **Article 9 — Association Security**

### **A. Association Membership**

1. Employees have the right to join the Association, but membership in the Association shall not be required. The District will advise all newly employed at the time of their employment that the Association is their exclusive bargaining representative.
2. The District agrees to deduct Association dues and fees of the Association for all employees who are members of the Association and to promptly remit those funds to the Association's state headquarters.

### **B. Fair Share**

1. An amount equal to the total of the OSEA dues will be deducted from the pay of each nonmember of the Association by the District in equal monthly installments during their time of paid status.
2. The rights of non-Association employees, based on religious tenets, shall be protected. Such employees shall pay the fair share amount to a non-religious charity in accordance with the applicable procedures under ORS 243.666(1).

### **C. Disbursement of Funds**

The District shall disburse all Association dues and fair share deductions except as relates to designated charities, to the Association's state headquarters.

### **D. Hold Harmless**

The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of sections A and B, above.

## Article 10 — Layoff and Recall

- A. Seniority shall be defined as the total length of service as a permanent classified employee within the District from the most recent date of hire. For accounting purposes, all authorized paid leave will be counted towards seniority; authorized, unpaid leaves of absence in excess of 30 calendar days will not count towards seniority, but will not break seniority. All ties in seniority will be broken by the drawing of lots. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.
- B. When a layoff occurs within the bargaining unit, the Association and those employees affected will be notified as soon as practicable but with a minimum of 5 workdays' notice. This Article only covers layoffs which occur as a result of reductions in whole or part-time positions of at least four (4) hours per work day, or a reduction which would result in the employee moving from full insurance contributions to prorated contributions or from prorated contributions to loss of insurance benefits. (See Article 17, Insurance and Other Fringe Benefit Allowance.)
- C. The Association may, upon notification of the layoffs, request to meet with District representatives to discuss the pending layoffs. As part of the discussions, the Association may provide the District with suggestions or recommendations for reductions. However, such suggestions or recommendations shall not be construed as a right to bargain such issues nor shall they cause time lines to be extended, unless the District so desires. The Association's suggestions or recommendations shall not deter the District from placing its determined course of action into effect.
- D. Layoff of bargaining unit employees will be based upon seniority. When positions are eliminated or reduced in hours sufficient to meet the definition of a layoff as set forth in Section B, employees will be transferred in the following sequence:
1. Senior employees in the affected positions will be transferred to positions within their respective job titles occupied by less senior employees which provide sufficient work hours to leave the senior employee's insurance benefits unaffected and most closely restore the hours cut from the senior employee's work schedule. However, senior employees who are reduced in hours may have the choice to either stay at their building with reduced hours or exercise their bumping rights.
  2. Once transfers within job titles have been completed, employees displaced by transfers and employees in affected positions lacking the seniority to transfer within their job titles will be transferred, per the terms set forth in Section D, 1, to positions within their respective classification groupings (listed in Appendix 1 A) which are occupied by less senior employees. Available work hours will be awarded based on seniority.
  3. Following completion of all transfers, the least senior employee(s) may then exercise any rights they may be entitled to under Section E of this Article or be laid off.

Less than 12 month employees may not displace 12 month employees. Transfers are allowed between less than 12 month employees provided that all other conditions set forth in this Article are met. Employees displaced by transfers will also be transferred as described in this Section.

Laid-off employees will not be paid any salary or benefits during the period of layoff. Notwithstanding, a laid-off employee may, at his/her own expense, continue insurance coverage, subject to the approval of the insurance carrier(s) and subject to applicable laws.

- E. An employee who has total length of continuous service with the District which is greater than that of employees in a job in which he/she has had prior work experience with the District, and for which he/she is qualified at the time of layoff, may bump any such other employee provided employee performance in the prior position was satisfactory up to and including the time of transfer. Less-than 12-month employees may not bump 12-month employees. Bumping is allowed between less-than 12-month employees provided that all other conditions set forth in this Article are met.
1. A bumped employee may in turn bump an employee with the least seniority in the same job title. If there is no less senior employee, such bumped employee may bump out of the job title on the same terms as described above. An employee may refuse to accept transfer to the new position and shall be laid off and placed on the recall list. The employee is then subject to recall in accordance with the procedures set forth below.
  2. An employee who bumps out of his/her salary range shall be compensated at the range for the job title into which he/she has bumped at the same step occupied prior to bumping, or at the highest step he/she had previously worked at within the job title into which he/she bumped, whichever is greater. An employee may choose not to bump into a new position and shall be laid off and placed on the recall list. The employee is then subject to recall in accordance with the procedures set forth below.
  3. Employees can bump down within Position Groupings (Appendix 1 A) by seniority even if they have not previously held the position provided the employee is qualified. Bumping may only occur into the same or lower pay range within the employee's Position Groupings and at no time shall an employee bump into a position that provides more hours per work day than the employee's previously held position.
- F.
1. In order to be "qualified" for a position, an employee must possess any required licenses, training, or qualifications necessary to perform the new job as defined by the current position description. Any such required licenses, training, or experience, must be present at the time of bumping. During the 5-workday notice provided in section B above, the District will allow the employee that is to be laid off, and wanting to bump, the opportunity to bring forth additional information which may not be in the person's personnel file, that demonstrates the person's current licenses, training, or qualifications to perform the new job.  
*(This allowance is not provided for the employee to acquire the licenses, training, or qualifications.)*
  2. The parties recognize that some training may be necessary to assist the qualified employee in performing in the new position with a different job title. The District will devise and implement a transitional plan that will assist the employee to function in the new job and to evaluate the employee in the new job.

This plan will be in writing and completed within the first four (4) weeks the employee is in the new job. In connection therewith, the District will provide the training to the employee, and the employee will be assessed within 90 days after placement in the new position to determine whether or not the person is satisfactorily meeting the requirements of the position. The Association and the employee shall be allowed input into the plan and shall sign the plan, indicating any disagreement with the type and extent of the training. If after 90 days in the new position the District determines that the employee is not satisfactorily meeting the requirements of the position, the employee may be laid off in accordance with the layoff provisions set forth above. The employee, if eligible to bump into another position under the layoff provisions set forth above, will be limited to bump once more before being laid off and placed on the recall list. The 90-day assessment period may be extended by the District for up to an additional 90 days upon notice to the affected employee and Association president.

- G. Rights of recall will be afforded to employees who elect to accept a layoff without exercising bumping rights as set forth above or who elect to remain in a position which sustains a time reduction.
- H. **Pay Status:** An employee to be laid off who stays in the same pay range after bumping will remain at the employee's previous salary step. An employee to be laid off who ends up bumping a less senior employee in a lower pay range and position title will be paid at the step of that pay range which is commensurate with the employee's years of service with the District.
  - I. The District agrees to notify any bargaining unit member if a proposed change in the bargaining unit member's work hours would remove the employee from eligibility to participate in the Public Employees Retirement System.
- J. **Recall:** Employees laid off shall retain all rights to recall in effect at the time they were laid off. Recall rights shall exist for 18 months from the date of layoff. Recall rights are extended to employees who have been reduced in pay or who have experienced reductions in time of over four (4) hours from their former regular daily work schedule. Any laid-off employee not recalled according to this procedure within the 18 months will be deemed to have been separated from District employment (resigned) in good standing.
- K. Whenever the District determines that a vacant position exists where a layoff has been experienced (within the last 18 months) and which the District intends to refill, laid-off employees from that position title will be recalled in reverse order of layoff. The recall notice will be sent by e-mail and regular mail to the last address the District has on record for the laid-off employee and a copy will be sent to the Association president. The laid-off employee will have 7 calendar days to respond and accept or reject the recall notice. A laid-off employee may not reject more than one recall offer extended by the District. The failure to accept a second recall offer shall cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation.

A recall must be to at least 75% of the person's former salary level as computed on an average weekly basis. If an employee accepts a recall offer that is 75% or more of the employee's former



salary level as computed on an average weekly basis, then that employee is removed from the recall list.

- L. During the 18 months of recall rights, no employee new to the District will be hired into positions which have experienced a layoff unless all qualified employees on layoff have been offered recall.
- M. If no laid-off employee has responded to the recall, or if no further laid-off employees exist, all other laid-off employees may apply for the regular\_vacancy. Such application shall not prejudice the employee's rights to recall.
- N. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the return to active employment, provided those benefits are still in effect.
- O. Upon request, the District agrees to provide to the Association a complete list of all classified employees, including each employee's date of hire and total experience in District.
- P. As set forth in Appendix 1 A, the parties have grouped job classifications into Position Groupings.

## Article 11 — Leaves

### A. Sick Leave

#### 1. Definition

Sick leave means absence from duty because of personal illness or injury. Sick leave may also mean absence from duty because of disability caused by pregnancy or childbirth which prevents the employee from working. Sick leave also means absence from work for family illness covered under FMLA/OFLA.

#### 2. Eligibility

Sick leave shall accrue and be available for employee use on a monthly basis. See eligibility below:

- 10 month employees will be eligible for 11 days per year. 10 days may accrue
- 11 month employees will be eligible for 12 days per year. 11 days may accrue
- 12 month employees will be eligible for 13 days per year. 12 days may accrue

Pay for sick leave absence shall be the same as if the employee had worked that day or lesser period of time. Sick leave may be used in increments of fifteen (15) minutes or more. Unused sick leave shall accumulate without limitation.

#### 3. Evidence of Illness

The District may require an employee who has been absent due to illness or injury in excess of three (3) consecutive workdays or where there is a pattern of use or suspicion of misuse of illness/sick leave to provide a certificate from the employee's attending physician or practitioner, that the illness or injury prevents the employee from working and that verifies that the employee was ill or injured on the dates indicated. The District shall also retain the ability, after an employee's absence in excess of three (3) consecutive workdays or a pattern of illness/sick leave, for illness or injury to require a certificate from the employee's attending physician or practitioner that the employee is fit to resume the employee's duties. The District retains the right to assign a physician of its choice, at the District's expense, to verify illness.

#### 4. Transfer of Sick Leave

New employees to the District who have worked in other Oregon districts or as an employee member of the system while in the service of any public employer shall, after completing thirty (30) working days, be eligible to transfer all unused accumulated sick leave.

- a. For retirement purposes, under ORS 332.507, the District will permit an employee who has been employed in other Oregon districts to transfer an unlimited number of days of unused accumulated sick leave.

- b. That usable for sick leave purposes shall not exceed seventy-five (75) days of the total transferred, and those must be certified as having been available for sick leave by the most recent public employer.

5. Notice of Illness or Injury

The employee shall give his/her supervisor maximum feasible prior notice of his/her intention to take sick leave. All leaves of absence involving sick leave more than three (3) consecutive work days must be approved via completion of the Leave of Absence (LOA) form and submitted to Human Resources within one (1) week after the leave. Failure to submit an approved Leave of Absence Request to HR is a violation of this contract.

6. Violation of Agreement

Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action, up to and including dismissal.

**B. Bereavement Leave**

Employees shall be allowed three (3) days leave without loss of pay for each death in the immediate family. To avoid undue hardships, this time may be extended, at the discretion of the Superintendent or designee, not to exceed three (3) additional days with pay. Such leave shall not accumulate. Members of the immediate family shall include: spouse/domestic partner, (step-) child, (step-) parent, (step-) sister or (step-) brother, sister- or brother-in-law, parent-in-law, son- or daughter-in-law, (step-) grandparent, (step-) grandchild, or any relative or other individual living in the home of the employee subject to the approval of the Superintendent or designee.

**C. Court Appearances**

Leave of absence for jury duty or for court appearance as a witness, pursuant to subpoena, shall be granted with pay in the amount of the difference between the employee's regular pay and any amount she/he receives as a juror or witness fee, exclusive of mileage allowance. This leave is not available in any case where the employee or the Association is a complainant against the District.

In the case of an appearance as a court witness, leave with pay shall not exceed two (2) days. Such leave shall not accumulate. Additional days may be granted by the Superintendent or designee.

The employee shall submit a photocopy of the court's check to the District for the reimbursement of amounts received by him/her for juror or witness fees within a reasonable time after receipt of the same, which in no event shall exceed thirty (30) days.

Any appearance as the moving party or a defendant in a court proceeding except in course of duty with the District shall be without pay.

**D. Civic Appearance**

Leaves of absence in order to meet civic responsibilities may be approved up to one (1) day without pay by the Superintendent or his/her designee. To obtain approval for such leave from the Superintendent or his/her designee, the employee must submit a written request in advance showing:

1. how the appearance can benefit the school district and community,
2. how the appearance can benefit the employee by improving his/her professional performance, and,
3. approval of the building principal/supervisor.

**E. Personal Leave**

An employee may accumulate one (1) day of personal leave with pay, per school year, to a maximum accumulation of five (5) days. A maximum of four (4) paid personal leave days may be taken consecutively.

One additional day shall be granted to any employee having used no sick leave during the prior year provided that the employee has been with the District for a minimum of two complete fiscal years.

A request for personal leave must be submitted in writing to the employee's principal or immediate supervisor for prior administrative approval as soon as possible and at least one (1) day before taking such leave. Personal Leave may not be used on days designated for training.

**F. Workers' Compensation**

This provision is effective after determination and verification by Workers' Compensation or the Workers' Compensation Board that the employee has sustained a compensable injury as defined by ORS Chapter 656, and beginning with the date Workers' Compensation payments begin.

1. At the employee's option, an employee who sustains an injury or illness compensable by Workers' Compensation Insurance, and who is unable to perform his/her regular duties, may be compensated in the amount of the difference between his/her regular salary and the total of Workers' Compensation Insurance. The difference between these payments and the employee's regular salary shall be charged against the employee's accumulated sick leave, subject to the maximum accumulated.
2. An employee who had his/her sick leave deducted during the initial three (3) days absence due to an industrial accident/illness shall, following determination made that the

claim is compensable, have three (3) days restored to his/her sick leave account. If such determination is made after the employee has exhausted all available paid leave, appropriate adjustment shall be made to reflect the inclusion of those three (3) days.

3. An employee who sustains an industrial accident/illness shall have rights to return to service in accordance with ORS 659A.043.
4. The rights accorded herein will not grant the employee any rights beyond those accorded in Article 10 should a bona fide layoff occur.

**G. Family Leave**

The District acknowledges and will comply with all the provisions of the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).

**H. Leave for Domestic Violence, Harassment, Sexual Assault or Stalking**

The District shall provide leave to eligible employees who are victims of domestic violence, harassment, sexual assault or stalking in accordance with Oregon law. Any employee who requires such leave shall be permitted to use accrued sick or personal leave, and use the established process for requesting leave.

**I. Break in Seniority**

Employees having accepted *District* employment outside of the bargaining unit (*thus making them a non-bargaining unit member*), excluding employees on the recall list, for more than 12 months will not retain seniority. A new *seniority* date will replace their former *seniority* date upon their return to the bargaining unit.

**J. Leave Without-Pay**

1. Leave without pay may be obtained for reasons such as health, family emergencies, business matters, and other reasons upon authorization by the Superintendent or designee. Leave without pay shall not exceed 12 weeks unless authorized by the Superintendent.
2. Requests for leaves of up to five (5) work days will be received and approved or rejected by the employee's supervisor. Requests for more than five (5) days duration and/or accumulation will require approval by the Superintendent or designee. The granting of all leaves without-pay is discretionary with the District.
3. Leave requests shall be made in writing through the Leave of Absence Request (LOA) form and submitted before the leave is taken, and must state the reason for said request, duration of the leave, and expected date of return. Employees granted unpaid leave will not accrue seniority if the leave exceeds thirty (30) working days.

4. Upon return from leave the employee shall be returned to his/her position held prior to the leave if reasonably possible, but if not to a different position in his/her Position Groupings for which the employee is qualified (to be determined by the District).
5. An employee on leave shall, after thirty (30) calendar days, be allowed to continue insurance benefits provided by the District with the employee paying his/her own premium for the duration of the leave.
6. If an employee has been granted an unpaid leave of absence under this section and subsequently files for and is granted Unemployment Insurance benefits, his/her leave shall be terminated as of the effective date of receipt of benefits and shall be considered a resignation from the District.
7. An employee who has been granted an unpaid leave of absence shall be eligible for placement on the recall list as provided herein but only for that period of time which remains after the amount of time involved in the unpaid leave of absence has been subtracted from the allowable eighteen (18) months as authorized herein.

**K. Exhaustion of All Benefits**

1. An employee who exhausts all benefits, including vacation, overtime or other compensable time, paid or unpaid leave, and who is still medically unable to assume the duties of his/her position, may be terminated, but will be considered for any position for which the employee applies as long as the employee can perform the essential duties of the position with or without reasonable accommodation.
2. If the individual is later medically able to resume the duties of his/her position, the individual shall so notify the employer. The employee shall provide the District with complete medical information attesting to the individual's fitness to return to duty. The District reserves the right to obtain a second medical opinion, at its expense. If it is determined that the individual is fit to return, the District shall offer reemployment to the individual for the first vacant position in the individual's Position Groupings for which the individual has had prior work experience with the District and for which he/she is qualified at the time of leave.
3. If the individual fails to accept or reject the notification to return to work within five (5) work days of written receipt of notice the district has no further obligation to the individual.

**L. Failure to Obtain Approval**

Absence of an employee from duty, including any absence for a single day or a part of a day, which is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed to be an unexcused absence without pay and subject to disciplinary action. The disciplinary action may be termination.

**M. Failure to Return**

An employee who has been granted a leave of absence and who for any reason fails to return to work at the expiration of such leave of absence shall be considered to have resigned, and the position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability or other reasons deemed legitimate by the Superintendent or designee.

## Article 12 — Sick Leave Bank

### A. Creation of Sick Leave Bank

A Sick Leave Bank is established and such shall be governed by OSEA, Chapter 19 Executive Board. The Executive Board will work collaboratively with the District to make sure the employee receives FMLA/OFLA benefits.

### B. Membership Eligibility

Each member of the bargaining unit, at the time of the signing of this Agreement, who makes the required sick leave contribution or, as to a new employee, upon completion of one (1) year of service, is eligible.

### C. Termination of Membership

Any member may terminate membership in the OSEA Sick Leave Bank by a written request, or by the end of employment. Previously-donated days shall remain in the bank.

### D. Donations

1. Upon agreeing to Sick Leave Bank participation, each employee will donate two (2) days (expressed in hours) of his/her earned, unused sick leave to the Sick Leave Bank. A contribution of sixteen (16) hours is the maximum.
2. **Additional Contributions:** At any time, the Sick Leave Bank falls near, or below, 25% of its potential total, as determined by the total hours that would be required if all Sick Leave Bank donations were being newly made, the Executive Board may direct that all SLB members contribute one (1) additional day.

### E. Executive Board - Use of Sick Leave Bank

1. The Executive Board established under section A, above, shall determine those eligible to use Sick Leave Bank donations, using the following criteria:
  - a. The employee has exhausted all available paid status time, and a recognized medical provider verifies the employee is unable to perform the duties of his/her position description.
  - b. The employee has been absent ill for five (5) or more consecutive days.
  - c. The employee is a member of the Sick Leave Bank.



2. **Applying/Granting**

- a. The Executive Board will meet and act expeditiously upon each request, and notify the District of its actions.
- b. The maximum that can be used by any one employee for any illness or disability is 30 days per fiscal year. Any unused sick leave bank leave will be returned to the sick leave bank upon employee's return to work.
- c. The Executive Board can approve the District extending the number of days available to an employee to 30 additional days over a fiscal year. Such approval, or approvals, cannot be cited as a practice or used in any negative way against the District.
- d. If a claim is denied for any reason the employee has a maximum of five (5) working days to appeal to the Executive Board.
- e. Sick leave from the bank shall not be granted to employees with worker's compensation claims.

3. **Record Keeping**

The District agrees to maintain accurate records of accumulated sick leave, and the usage thereof by the Sick Leave Bank. Annually, the District will provide the Executive Board written data on accumulated and used sick leave.

- 4. An employee who elects to participate in this Sick Leave Bank is acknowledging he/she has read, understands, and will be bound by all of the foregoing.

## **Article 13 — Vacation**

### **A. Eligibility**

1. Twelve-month employees shall be entitled to receive paid vacations after the completion of a full year of employment. Paid vacations for employees working less than eight (8) hours a day shall be on a pro-rata basis.
2. Employees who have worked in the District for five (5) or more years will begin accruing 80 hours of vacation immediately upon transfer to a twelve (12) month position. Employees must work four (4) years in a twelve (12) month position before they advance to accruing 120 hours of vacation per year.
3. Vacation accrual will be as follows at the completion of the following years of employment.

1-4 years	80 hours (maximum accrual 120 hours)
5-14 years	120 hours (maximum accrual 160 hours)
15 years or more	160 hours (maximum accrual 200 hours)

### **B. Accumulation**

It is the District's responsibility to see that employees take their vacation; however, if for some reason they don't or can't take their earned vacation, in unusual circumstances related to job requirements, the Superintendent or his/her designee may extend the time for taking earned vacation leave for a period not to exceed two (2) years from the date credited and/or make arrangements to be paid for excess vacation.

### **C. Accrual**

Vacation leave shall not accrue during an unpaid leave of absence.

### **D. Excluded Employees**

Employees working less than 12 months are not eligible for paid vacation time.

## **Article 14 — Holidays**

### **A. Twelve-Month Employee**

The District agrees to grant paid holidays for all 12-month classified employees as follows:

Labor Day  
Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
Day before or day following Christmas Day (Specified by the Superintendent)  
New Year's Day  
Presidents' Day  
Memorial Day  
Fourth of July

### **B. Employees Who Work Less Than Twelve Months - But Nine Months or More**

The District agrees to grant paid holidays to employees who work less than 12 but 9 months or more as follows:

Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
New Year's Day  
Presidents' Day  
Memorial Day

C. The District will continue the established practice of paying all School Secretaries and High School / Information Clerks for the Labor Day holiday.

D. When a holiday falls on Sunday, the legal holiday will be Monday. If it falls on Saturday, Friday becomes the legal holiday.

E. In order to qualify for the holiday benefit, the employee must be in a paid status on his/her scheduled workday immediately before the holiday and his/her scheduled workday immediately following the holiday. (This provision is not intended to add paid holidays to either of the lists set forth in Sections A and B above.)

## **Article 15 — Probationary Status**

### **A. Commencement of Probation**

The initial or promotional probationary period, as prescribed herein, will commence on the first day of service in that position.

### **B. Probationary Period - New Employees**

1. Each new employee shall serve a probationary period of six (6) months of continuous work (according to the employee's work calendar). If an employee changes positions prior to the end of the six months period, he/she will commence a new probationary period.
2. A probationary employee may be released, removed or discharged for any reason. The employer shall not be required or requested to indicate the reason for its action.
3. Any employee in a paid status on the first workday following the date of completion of the prescribed probationary period shall be deemed permanent.
4. The District will notify the union of any new to the District employee that is placed above step 3 on the salary schedule.

### **C. Promoted Employees**

#### **1. Probation**

An employee who has been promoted (defined as a higher rate of pay than the normal movement on the salary schedule, e.g., moving to a higher salary range) shall serve a probationary period of six (6) months before attaining permanent status in that position.

#### **2. Failure to Complete Probation**

An employee who has received a promotion and who subsequently fails to complete the required probationary period shall be returned to the position in which he/she had attained permanent status and was serving at the time of the promotion when a position is open. Assignment to a position shall be made by the District. The period of time served in the position to which promoted will be counted, for seniority purposes, as time served in the position to which the employee is being returned. In the event the employee's former position (from which he/she was promoted) does not exist or is no longer open, he/she shall be eligible to return to any other position in which he/she has achieved

permanent\_status if he/she is qualified and a position is open. All time served shall be counted for seniority purposes.

3. **Probation Release and Placement in Different Classification**

By mutual agreement between the employee and the employer, a person released from a probationary status in a promoted position, may be placed in a vacant position in which the employee has not previously served, providing the employee is qualified.

In such a case, the employee shall be treated as if he/she had been returned to his/her original position.

4. **Salary Placement When Released from Probation**

For advancement on the salary schedule, an employee released from a probationary promoted position shall be accorded all rights, benefits and burdens as if the employee had not been promoted.

## **Article 16 — Compensation**

### **APPENDIX I-B**

#### **A. 2017-2022**

The 2017-2022 Classified Salary Schedule, is set forth in Appendix I-B.

The District shall "pick up," assume, and pay a 6% employee contribution to the Public Employees Retirement System for the bargaining unit members that participate in the Public Employees Retirement System. Such pickup, or payment of the bargaining unit members' contribution to the system shall continue for the life of this Agreement.

#### **B. Work Calendar**

1. All employees are required to annually sign a fiscal year work calendar which serves as the time sheet for average monthly wages.
2. All employees will be paid monthly on a 12-month schedule. Wages are calculated at an average monthly payment.

#### **C. Salary Rate Step Advancement**

Eligible employees will advance to a higher salary rate step on July 1<sup>st</sup> of each year of the Agreement. An employee obtains permanent status upon the completion of his/her 6-month probationary period.

#### **D. Overtime**

1. If an employee is required by his/her supervisor or the superintendent or designee to work more than 40 hours per week, he/she shall be paid at the rate of one and one-half (1 ½) times his/her hourly rate (if budgeted funds are available). If budgeted funds are not available, overtime will be allowed in compensatory time off at not less than time and one-half for employment in excess of 40 hours per week. The employee may elect, subject to the approval of the supervisor, to take "comp" time in lieu of payment for the overtime hours (computed at 1 ½ times regular rate). No employee shall be permitted to accrue in excess of 80 hours of compensatory time. All compensatory time must be used prior to the end of the fiscal year or it will be paid out at 1 ½ times the regular rate.
2. If an employee is required by his/her supervisor or the superintendent or designee to work on a paid holiday, he/she shall, in addition to the pay for the holiday, be paid at the rate of time and one-half for all hours worked with a guaranteed minimum of four (4) hours.

3. The District may establish a ten-hour day, 4-day week for any of its-positions and if it does so the following shall govern:
  - a. Overtime will be payable only in excess of 40 hours in a week.

**E. Grant Writing**

1. A member interested in applying for a grant will present a proposal to their building principal or supervisor. The content of the proposal will include the purpose, rationale, and relevancy to the school or district improvement plan. Once mutually agreed upon, the principal or supervisor and employee may present the proposal to the superintendent should they need additional district resources.
2. If any part of the grant has an impact on the collective bargaining agreement, the proposal will be referred to the Association and District.
3. The grant writing person or team will receive one-half of the administrative costs (indirect costs) billed to the grant. Stipend(s) paid and all associated payroll costs shall not exceed one-half of the administrative costs (indirect costs). If the team writes the grant, the team will inform the District how one-half of the administrative (indirect costs), billed to the grant will be distributed among the team. This provides the grants writer(s) with incentive for their time.
4. The employee work process can be carried out in one of two ways, subject to supervisor approval:
  - a. The employee does the work of writing the grant on regular time, if permission is given by the supervisor. If the grant is awarded, the employee(s) shall receive additional payment for the work completed of (using the formula specified in 3 above); or
  - b. The supervisor, with HR concurrence may authorize in advance additional work hours at straight time so long as the total hours worked by the employee did not exceed 40 hours per week. If it is necessary for the employee to work over 40 hours in a week, the supervisor, with HR concurrence may authorize in advance additional work hours paid at the rate of one and one-half (1 ½) times his/her hourly rate. The employee may elect, subject to the approval of the supervisor, to take “comp” time in lieu of payment for the overtime hours (computed at 1 ½ times). If the grant is awarded, the employee(s) shall receive payment for the work complete of (using the formula specified in 3 above), minus the hourly wages paid for the additional hours worked to complete the grant.
5. Specifically excluded from this provision are all Title grants that routinely fund programs, i.e., consolidated plan grants, special education, Title funds, block grants, non-competitive grants, etc.

**F. Working Out of Classification**

Any employee who is required to work in a higher paid position shall be paid at the employee's current step on the salary schedule in the salary range for the position to which he/she has been assigned beginning with the 11<sup>th</sup> consecutive day in the higher range. However, while working out of classification, job rights will not accrue.

**G. Co-Curricular Activities Compensation**

The District has need, from time to time, to provide supervision at some co-curricular activities. While these duties are generally performed, but not required to be performed, by licensed personnel, the District does have needs or the opportunity to utilize classified employees for this work. The District and Association agree that if classified employees are hired to serve as coaches or advisors for other school-approved co-curricular activities, they will be an authorized number of hours and paid no less than minimum wage for those hours, or the overtime rate if required by law. This does not restrict classified employees from volunteering to supervise and direct a co-curricular activity.

**H. Emergency Delays / Closures**

1. When schools/buildings are temporarily closed for a full-day due to an event such as inclement weather, classified employees will be allowed to use personal-leave, earned comp-time, vacation time or supervisor-approved schedule adjustments to make-up non-worked time.
2. For opening delays, classified employees are required to report to work at their regular time unless weather conditions prevent them from arriving at work. Employees who have difficulty arriving at work on time should work with their supervisor on appropriate leave-time or schedule adjustments to make-up non-worked time.
3. When weather conditions force a closure after the start of the school day and classified employees are released early, the rest of their shift will be paid.

**I. Payroll Deductions**

1. Subject to the conditions hereinafter the District agrees to make the following deductions from the salaries of employees:
  - a. Payment to any financial institution as posted by the District if requested and authorized by the employee.



- b. Medical, dental, vision and term life insurance premiums for the employee's family. It is further provided that payroll deductions for medical, dental, vision and term life insurance premiums for the employee's family are subject to any and all procedures established for such deductions by the District.
- c. Association Dues, Tax-Sheltered Annuities.

**J. Fingerprinting**

Newly-hired employees will be charged a fee in an amount not to exceed the actual cost of acquiring and furnishing criminal records information by way of a fingerprinting check as required by the provisions of ORS 326.603. If the newly-hired employee requests, the District will withhold the amount from salary amounts otherwise due the employee rather than requiring a lump sum payment.

Employees already employed by the District who are required to be fingerprinted and are required to undergo a criminal records check as a result of a job transfer will have the costs of such fingerprinting and the criminal records check paid by the District.

**K. Uniforms**

Classified special education assistants who are required as part of their job duties to assist children during swimming classes will be reimbursed up to \$50.00 per year for swim wear.

**L. Per Diem and Mileage Expenses**

Per diem expenses for District-required trips will be reimbursed at the rate provided by District policy.

Mileage for District-required trips will be reimbursed at the rate provided by District policy.

## **Article 17 — Insurance**

### **A. Insurance Premiums**

The District shall provide a benefits package that includes full-family Medical/Hospitalization, Dental, Vision and employee-only term life and AD&D in the principal amount of \$6,000 for each member of the bargaining unit.

2017-18: The District shall contribute up to \$1,340.39 per month for the insurance premium on behalf of each member of the bargaining unit who is employed six (6) hours or more hours per day for full-family Medical and dental insurance. 2018-19 \$1,390.39; 2019-20 \$1,440.39; 2020-21 \$1,490.39 and 2021-22 \$1,540.39.

The District will offer employees dependent-term life coverage as follows:

1. For the spouse \$3,000 and for each dependent \$1,000.
2. The premium for term life and dependent insurance may vary during the term of this Agreement.

### **B. Medical Plans**

The current medical insurance carrier is the Oregon Educators Benefits Board (OEBB). Dental, Vision and Life insurance are currently part of the fringe benefit package offered by LCSD to the bargaining unit.

The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of carrier-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand under expedited bargaining, over potential changes in the carrier.

For the terms of this Agreement, the parties will designate OEBB's High-Deductible/HRA compatible plan as the preferred district major medical plan for bargaining unit members.

1. Members enrolling in this plan for medical insurance coverage shall also be eligible to participate in the District sponsored group HRA account.
- ~~2.~~ The purpose of the group HRA is to provide reimbursements to members enrolled in OEBB's high-deductible plan.
3. Group HRA reimbursements are available only for costs that are allowable under OEBB's medical coverage. Specifically not allowed for reimbursement are copayments for

prescriptions, copayments for medical services; over the counter medications or medical supplies.

4. The District will contribute to the group HRA account.
5. The District will assume all financial risk in the event the group HRA does not perform as anticipated. In the event the HRA does not perform as anticipated, the District may consider eliminating the group HRA in subsequent years.
6. All fees, taxes, and premiums will be considered part of the District's maximum contribution.

**C. Eligibility**

It is further agreed that members of the bargaining unit who are employed less than six (6) hours per day will be eligible to participate in these programs with the District paying that portion of the premium as determined on a pro-rata basis, determined by the number of hours worked divided by eight (8) hours.

Employees working less than four (4) hours per day will be ineligible for insurance benefits.

Members of the bargaining unit who were employed by the District on and before January 10, 1992, and who were regularly employed for less than eight (8) hours per day, will continue to receive prorated District contributions based upon the following formula: Four hours or more = 100% contribution; three hours = 75% contribution; two hours = 50% contribution; one hour = 25% contribution; or, any appropriate division thereof depending upon the hours employed. Employees hired after January 10, 1992 who are regularly scheduled to work less than eight (8) hours per day will receive full proration of District contributions as described above.

**D. Enrollment**

The employee, Association and the Lincoln County School District agree that it is the employee's personal responsibility to actively enroll in health benefits during open enrollment or within 30 calendar days upon hire.

Enrollment forms and account set-ups for Health Reimbursement Arrangements (HRA) and Health Savings Accounts (HSA) must be completed within 30 calendar days of open enrollment or hire date. If the employee fails to complete the requirements for enrollment or account set-up within this time period, it will be considered an automatic forfeiture of their choice of the benefit until the following open enrollment.

Many personal decisions are involved in open enrollment. It is understood that District staff are not responsible for these decisions. Therefore, it is agreed that the following will be implemented for those employees who don't actively enroll during Open Enrollment; a plan will be chosen for the employee and his/her dependents at the lowest cost.

- E. **IRS Section 125:** Classified staff may participate in an IRS Section 125 account by appropriate payroll deductions. The plan to be offered will cover approved out-of-pocket healthcare and dependent expenses by way of pre-taxed payroll deductions, as approved by the IRS.
- F. **Health Savings Accounts (HSA):** Those members who selected an HSA compatible insurance plan in 2014-15 will be allowed to continue to elect the individual HSA. This plan will not be available to new members. The district will contribute the difference between the employee's current insurance cap and the actual premium into the employee's HSA account up to the annual allowable annual maximum contribution. All forms and account set-ups must be completed within 30 calendar days of open enrollment or hire date.
- G. **Medical Opt Out Option:** Bargaining unit members who would otherwise be categorized as "double-covered" and can provide proof of health insurance through a spouse or domestic partner may elect to opt-out of district provided health insurance. Members who elect to opt-out shall receive a district contribution equal to 50% of the employee's current insurance cap into an HRA (Health Reimbursement Arrangement). The District shall retain the remaining 50% in the form of savings. Any member who pursues an opt-out based on proof of coverage through a domestic partner shall be informed prior to the completion of the opt-out that their insurance benefit will be subject to the federal taxation. All forms and account set-ups must be completed within 30 days of open enrollment or hire date.

## Article 18 — Employee Discipline and Dismissal

### A. Permanent Classified Employees

A permanent classified employee is a person who has satisfied the probationary requirements provided for in this Agreement.

### B. Discipline of Permanent Classified Employees

1. A permanent classified employee will be disciplined only for just cause.
2. For the purposes of this Agreement, disciplinary actions include only the following: written reprimands, suspensions with or without pay (but not including suspension pending investigations).

### C. Suspension - Classified Employees

#### 1. **Immediate Suspension With-Pay**

- a. When an employee's immediate supervisor believes that there is reason for discipline and/or dismissal of an employee, the immediate supervisor of that employee shall have authority to immediately suspend the employee from duty with pay.
- b. An employee who is suspended by his/her immediate supervisor shall have the right to meet with the immediate supervisor or the Superintendent or designee within five (5) workdays of the suspension.
- c. Nothing in this subsection relates to the use of paid suspension in the context of progressive discipline.

#### 2. **Suspension Without-Pay**

- a. When an employee has been recommended for dismissal by his/her supervisor, the Superintendent or designee shall conduct an investigation. If the Superintendent or designee agrees with the supervisor's recommendation for dismissal, the employee may be suspended without pay after review by the Superintendent.
- b. Nothing in this subsection relates to the use of unpaid suspension in the context of progressive discipline.

## **Article 19 — Vacancies**

- A. Bargaining unit vacancies shall be posted for 5-workdays except where unusual circumstances require immediate action.
- B. During the school year, job vacancy postings will be emailed to all personnel.
- C. Job opening notices shall state job title and location for each available position and minimum position requirements.
- D. When a vacancy within the bargaining unit occurs, all qualified applicants, as determined by the District, will be considered.
- E. Positions will be filled by the applicant who is judged to be the best qualified by the administration.
- F. If a current bargaining unit member and non-bargaining unit member both apply for a vacancy and the District determines each to be equally qualified, the current bargaining unit member will be given preference for the position.
- G. Bargaining unit members who believe they have been treated unfairly in the hiring process may ask for review by the Superintendent or designee. In any case, the Superintendent's decision on the matter is final and is not subject to a grievance or unfair labor practice complaint.

## **Article 20 — New Positions, Classification and Reclassification**

### **A. New Position(s), Existing Classification**

When the District creates a new position(s) within an existing classification, it shall fill the vacancy as per the District's hiring procedure.

### **B. New Position(s), New Classification**

1. It is the District's sole right and responsibility to create new positions to meet its work needs. It is also the District's responsibility to develop job descriptions and qualifications for positions.
2. When the District creates a new job title, position, it shall assign the intended pay range to that job title and immediately notify the union of its action.
3. The Association shall, within fourteen (14) workdays of date of receipt either:
  - a. Indicate that it wishes to have negotiations on salary, or
  - b. Accepts the District's decision.
  - c. The Association may offer suggestions regarding job description and/or qualifications.

Failure to respond will constitute acceptance of the District's decision. Time requirements listed herein will not preclude the District from implementation but the results may subsequently alter the assigned pay range.

### **C. Reclassification**

1. **Definition** - Reclassification means that the duties and responsibilities of a position(s) have changed substantially.
2. **Requests for Reclassification**
  - a. A request for reclassification may be submitted by an employee, the immediate supervisor, or the Association, utilizing the District process for dealing with reclassification requests.
  - b. The District will consider requests once each year, unless there is mutual agreement for special consideration. All requests must be received by February 1<sup>st</sup> of any year and will be acted upon during that month.

3. **Form and Procedure**

- a. A request for reclassification shall be submitted on the approved District form and when initially completed shall be submitted to the immediate supervisor for review, analysis and recommendation on or before January 10 of any year.
- b. The immediate supervisor will, upon completion of the required analysis, forward the request to the Superintendent or designee on or before February 1 of any year.
- c. Upon receipt, the Superintendent or designee will institute a study and complete it by the end of the fiscal year. Reclassifications of positions will be made effective the beginning of the following fiscal year (July 1).
- d. Upon completion of the study, the Superintendent or designee shall prepare a preliminary recommendation which may:
  - (1) Deny the request indicating substantive changes have not been made in the existing job description and duties.
  - (2) Acknowledge the change of duties which have occurred but direct that those duties which have been added be not performed and direct incumbents to perform only those duties consistent with the current job description.
  - (3) Acknowledge that a reclassification is appropriate and provide a new job description, and recommendation for salary placement.
  - (4) Superintendent or designee will forward the recommendation to the Superintendent, the employee, the immediate supervisor and to the Association.
  - (5) All concerned parties will have ten (10) working days in which to notify the Superintendent of any disagreement with the recommendation. The Superintendent may consider written objections, or, and in the case of the Association, may consider oral arguments.
  - (6) The Superintendent will then act upon the recommendation notifying the affected parties of the decision.
  - (7) No grievance may be instituted solely as a result of a decision made under 3.d.(2) above. A failure to subsequently require supervisors to conform to that decision is grievable. A grievance, instituted at the Superintendent's level, may be made relating to decisions under 3.d.(1) and/or (3) above.



## Article 21 — Grievance Procedure

### **Purpose**

The intent of the procedure set forth in this Article is to secure, at the lowest possible administrative level, the impartial, orderly, and expeditious adjustment of employee grievances.

This Grievance Procedure does not preclude the grievant or the Board from other lawful forms of redress.

### A. **Definitions**

1. **Grievant** - The person(s) filing the grievance.
2. **Days** - Days during which the District office is open for business.
3. **Grievance** - A grievance is defined as a claim by an individual employee or group of employees of an alleged violation of a specific provision of this Agreement.
4. **Grievance File** - The collection of all documents, communications and records relating to the grievance.
5. **Immediate Supervisor** - The person having immediate authority to act in regard to the grievant and his/her grievance.
6. **Parties Officially Involved** - Parties officially involved are the person(s) filing the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
7. **Superintendent or Designee** - The Superintendent or his/her designee will facilitate the Grievance Procedure.
8. **Grievance Representative** - The one who may speak for or advise a party officially involved.

### B. **General Procedures**

1. **Time Limits** - A grievance shall be processed as rapidly as possible. The number of days indicated for settlement or appeal, at each level, shall be considered a maximum. However, time limits may be extended by mutual consent of both parties. If agreement is impossible on the extension of such time limits, the Superintendent or his/her designee shall decide whether to extend such time limits.

2. **Resolution and Appeal**

- a. Failure by the grievant at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed acceptance of the decision rendered at that level.
- b. Failure by the supervisor or administrator at any level of the procedure to communicate his/her decision to the employee(s) within the specified time limits shall be considered as a denial of the grievance and will allow the grievant to proceed to the next level.

3. **Grievance Files**

All documents, communications and records of a grievance will be kept in a Grievance File in the District office, separate from the personnel file(s) of the grievant(s) and shall be available to the grievant and his/her representative.

4. **Representation**

A grievant may represent him/herself at all levels of the grievance procedure. A grievant may also be represented, at his/her option, by a representative at all levels of the grievance procedure. This option gives an employee the ability to handle the procedure without representation or, if the employee prefers, the opportunity to communicate with a union representative before proceeding.

5. **Representation by Legal Counsel**

Should either party elect to be represented by legal counsel during the grievance procedure she/he shall notify the Superintendent at least two (2) days prior to the scheduled hearing. The Superintendent will notify the other party of the first party's decision to engage legal counsel.

6. **Group Grievance**

In grievances involving more than one person, one grievant or his/her representative shall be designated by the grievant as their spokesperson.

7. **Meetings and Hearings Closed**

All meetings and hearings related to a grievance shall not be open to the public and shall include only the parties officially involved at the particular level of the grievance unless otherwise provided in this Agreement. This provision is subject to the limitations in Section B-7 above, and it is subject to the provisions of the Public Meetings Law.

C. **Levels of Grievance Procedure**

1. **Level One - Immediate Supervisor**

a. **Informal**

A grievant shall promptly discuss his/her grievance with his/her supervisor and attempt to resolve the problem in an informal manner. The employee has the right to union representation at the initial meeting with the supervisor. This discussion shall take place by appointment.

b. **Formal**

If the grievance is not resolved informally it shall be reduced to writing by the grievant who shall submit it to his/her immediate supervisor. The written statement shall give a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issue involved, the collective bargaining agreement provision(s) involved and the relief sought.

If the grievant does not submit his/her grievance to the immediate supervisor, in writing within twenty (20) days after the facts upon which the grievance is based first occurred or within twenty (20) days of the employee's first knowledge of the grievance, then the grievance shall be deemed waived and null and void.

The immediate supervisor will reply in writing to the grievant within ten (10) days after receipt of the written grievance.

2. **Level Two - Superintendent**

If a grievance is not settled at Level One and the grievant wishes to appeal the grievance to Level Two, the grievant may file the grievance in writing with the Superintendent within ten (10) days after receipt of the immediate supervisor's written answer. The Superintendent or his/her designee shall review the grievance, arrange for necessary discussions and give a written answer to the grievant no later than twenty (20) days after receipt of the written grievance.

3. **Level Three - Board of Directors**

If the grievance is not settled at Level Two and the grievant wishes to appeal the grievance to Level Three, the grievant may file the grievance in writing to the Chairperson of the Board within ten (10) days after receipt of the Superintendent's written answer.

The Board shall review the grievance, arrange for necessary discussions, and give a written answer to the grievant no later than twenty (20) days after receipt of the written grievance.

## **Article 22 — Funding**

### **A. Funding Provision**

1. If the District closes any of its schools, facilities, or operations, as a result of a loss of funding, the bargaining unit members affected by such closure shall not be entitled to any of the monetary benefits provided in this Agreement during the period of closure. Employees may pay insurance premiums by such means available in accordance with state and federal law.
2. In the event the District reduces the work-year as the result of a school closure, anytime during the year, the direct monetary benefits shall be reduced in proportion to the reduced work-year.

## **Article 23 — Terms of Agreement**

### **A. Duration of Agreement**

This Agreement shall be effective as of July 1, 2017 and shall continue in effect as written and modified through June 30, 2022, with the stipulation that after July 1, 2019, if either party wants to open the contract for re-negotiating Articles 16 Compensation and/or Article 17 Insurance, interim bargaining will commence and each party may bring one more article to the table. This contract does not apply to any grievances that might have been filed prior to the actual execution date by the District.

### **B. Matters Covered**

This instrument contains the full and complete agreement between the Association and the Board on all issues and neither party shall be required, during the term of this Agreement, to negotiate or bargain except as may otherwise be provided for in this Agreement. This collective bargaining agreement supersedes and replaces all prior agreements on any and all of the subjects covered by this Agreement.

### **C. Negotiation of Successor Agreement**

The parties agree to enter into collective bargaining over a successor Agreement on or before November 1, 2021.

### **D. Modification**

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed at the mutual agreement of both parties.

### **E. Copies of Agreement**

1. There shall be two (2) signed copies of this Agreement for the purpose of records. One shall be retained by the District and one by the Association.
2. This Agreement shall be posted on the website within thirty (30) days after the Agreement is signed. This Agreement shall be presented to all members of the bargaining unit through the website.

TA 9/13/17 Jiana Tucker  
LCSD, HR

### Signature Page

IN WITNESS WHEREOF the Association has caused this Agreement to be signed by its president and Field Representative and the Board has caused this Agreement to be signed by its Chairperson, attested by its superintendent.

Lincoln County Chapter 19,  
Oregon School Employees Association

Lincoln County School District

By Jacquie Blahely  
OSEA Chapter President

By Van Kream  
LCSD Superintendent

By Gabe Ostep  
OSEA Field Representative

By David Belf  
LCSD Board Member

Date 10/10/17

Date 10/10/17

**APPENDIX I-A – Position Groupings**

<b>CLERICAL</b>	<b>RANGE</b>
SCHOOL SECRETARY	16
FACILITIES & MAINTENANCE CLERK/SECRETARY	16
STUDENT SERVICES ASSISTANT	16
RECORDS MANAGEMENT CLERK	8
INFORMATION & RECORDS CLERK IV (H.S.)	8
INFORMATION & RECORDS CLERK III	7
HEALTH AND RECORDS ASSISTANT	6
INFORMATION & RECORDS CLERK II	2
INFORMATION & RECORDS/HEALTH CLERK (SECONDARY)	8
<b>CLERICAL SPECIALTIES</b>	
CURRICULUM & INSTRUCTION ADMINISTRATIVE ASSISTANT	11
CUSTOMER SERVICE COORDINATOR	8
DISTRICT HEALTH SERVICES ASSISTANT	8
<b>INSTRUCTIONAL</b>	
CAREER TECH/MEDIA ED ASST	12
ALTERNATIVE ENVIRONMENT TEACHING ASSISTANT	10
TA III - PREGNANT/PARENTING TEEN COORDINATOR	8
MEDIA ASSISTANT – SCHOOL	4
MEDIA & TECHNOLOGY TEACHING ASSISTANT	4
TEACHING ASSISTANT III - ATTN/DETENTION MONITOR	4
SPECIAL EDUCATION TEACHING ASSISTANT II	6
INDIAN EDUCATION SPECIALIST	5
SPECIAL EDUCATION TEACHING ASSISTANT I	5
TEACHING ASSISTANT - TITLE I	4
INSTRUCTIONAL ASSISTANT	4
TEACHING ASSISTANT II	3
TEACHING ASSISTANT I	2
SUPERVISION AIDE	1
<b>INSTRUCTIONAL SPECIALITIES</b>	
EDUCATIONAL INTERPRETER	16
ATTENDANCE/TRUANCY OFFICER	16
CAREER COUNSELING COORD	16
CAMPUS MONITOR	13

IB RESEARCH CURRIC/TECH/ASST	13
21 <sup>ST</sup> CENTURY LEAD SITE COORDINATOR	10
21 <sup>ST</sup> CENTURY DEVELOPMENT ASSISTANT	8
21 <sup>ST</sup> CENTURY SITE COORDINATOR	8
INDIAN EDUCATION COORDINATOR	8
LIFT FACILITATOR	8
AUTISM FACILITATOR	9
BILINGUAL TUTOR	6
EARLY EDUCATION ASSISTANT	4
EARLY CHILDHOOD CARE PROVIDER	3
FAMILY ADVOCATE	5
TAPP FAMILY ADVOCATE	5
HEALTH SERVICES ADVOCATE	6
HOMELESS OUTREACH WORKER	8
COMMUNITY OUTREACH SPECIALIST	5
<b>TECHNOLOGY</b>	
NETWORK TECHNICIAN I	20
TECHNOLOGY/SUPPORT SPECIALIST III 16.94	14
STUDENT SERVICES TECHNOLOGY ASSISTANT	7
COMPUTER LAB TEACHING ASSISTANT	6
TECHNOLOGY DEPARTMENT SUPPORT SPECIALIST	9
<b>MAINTENANCE</b>	
MAINTENANCE-LEAD CARPENTER	16
MAINTENANCE GROUNDS IV	14
MAINTENANCE GROUNDS III	9
MAINTENANCE-GROUNDS II	6
<b>MAINTENANCE SPECIALTIES</b>	
LICENSED ELECTRICIAN/SUPERVISOR	24
MAINTENANCE-PLUMBER	22
INTERIOR DESIGN CONSULTANT/COORDINATOR	22
MAINTENANCE-PAINTER/DRYWALL	16
MAINTENANCE - HVAC/BOILER SPECIALIST	23
COURIER	6
<b>PROFESSIONAL SPECIALTIES</b>	
COMMUNICATIONS SPECIALIST	17



ACCOUNTS PAYABLE SPECIALIST	16
PAYROLL SPECIALIST	16
ACCOUNTING SPECIALIST	16
EMPLOYEE BENEFITS SPECIALIST	16
<b>CLASSIFIED EXEMPT</b>	
COMPREHENSIVE SAFE SCHOOLS COORD	
PATHWAYS TO SUCCESS PROGRAM MANAGER	

# APPENDIX I-B – 2017-22 SALARY SCHEDULE

## LINCOLN COUNTY SCHOOL DISTRICT JULY 1, 2017 - JUNE 30, 2022 CLASSIFIED SALARY SCHEDULE

RANGE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
RANGE 1	1	11.03	11.31	11.59	11.88	12.18	12.48	12.79	13.11	13.44	13.78	14.12	14.47	14.84	15.21	15.59	15.98	16.38	16.79	17.21	17.64	18.08	18.53	18.99	19.47	19.95
RANGE 2	2	11.56	11.85	12.14	12.45	12.76	13.08	13.40	13.74	14.08	14.43	14.79	15.16	15.54	15.93	16.33	16.74	17.16	17.59	18.02	18.48	18.94	19.41	19.90	20.39	20.90
RANGE 3	3	12.08	12.38	12.69	13.01	13.34	13.67	14.01	14.36	14.72	15.09	15.47	15.85	16.25	16.66	17.07	17.50	17.94	18.38	18.84	19.32	19.80	20.29	20.80	21.32	21.85
RANGE 4	4	12.61	12.92	13.25	13.58	13.92	14.26	14.62	14.99	15.36	15.75	16.14	16.54	16.96	17.38	17.81	18.26	18.72	19.18	19.66	20.16	20.66	21.18	21.71	22.25	22.81
RANGE 5	5	13.13	13.46	13.80	14.14	14.50	14.86	15.23	15.61	16.00	16.40	16.81	17.23	17.66	18.10	18.56	19.02	19.50	19.98	20.48	20.99	21.52	22.06	22.61	23.18	23.76
RANGE 6	6	13.66	14.00	14.35	14.71	15.08	15.45	15.84	16.24	16.64	17.06	17.48	17.92	18.37	18.83	19.30	19.78	20.28	20.78	21.30	21.83	22.38	22.94	23.51	24.10	24.70
RANGE 7	7	14.18	14.54	14.90	15.27	15.66	16.05	16.45	16.86	17.28	17.71	18.16	18.61	19.08	19.55	20.04	20.54	21.06	21.58	22.12	22.67	23.24	23.82	24.42	25.03	25.65
RANGE 8	8	14.71	15.08	15.45	15.84	16.24	16.64	17.06	17.48	17.92	18.37	18.83	19.30	19.78	20.28	20.78	21.30	21.84	22.38	22.94	23.51	24.10	24.70	25.32	25.95	26.60
RANGE 9	9	15.23	15.61	16.01	16.41	16.82	17.24	17.67	18.11	18.56	19.03	19.50	19.99	20.49	21.00	21.53	22.06	22.62	23.18	23.76	24.35	24.96	25.59	26.23	26.89	27.56
RANGE 10	10	15.76	16.15	16.56	16.97	17.40	17.83	18.28	18.73	19.20	19.68	20.17	20.68	21.19	21.72	22.27	22.82	23.39	23.98	24.58	25.19	25.82	26.47	27.13	27.81	28.51
RANGE 11	11	16.28	16.69	17.11	17.54	17.98	18.42	18.89	19.36	19.84	20.34	20.85	21.37	21.90	22.45	23.01	23.59	24.17	24.78	25.40	26.03	26.68	27.35	28.03	28.73	29.45
RANGE 12	12	16.81	17.23	17.66	18.10	18.56	19.02	19.49	19.98	20.48	20.99	21.52	22.06	22.61	23.17	23.75	24.35	24.95	25.58	26.22	26.87	27.55	28.23	28.94	29.66	30.40
RANGE 13	13	17.34	17.77	18.21	18.67	19.13	19.61	20.10	20.61	21.12	21.65	22.19	22.75	23.31	23.90	24.49	25.11	25.73	26.38	27.04	27.71	28.41	29.12	29.85	30.59	31.36
RANGE 14	14	17.86	18.31	18.76	19.23	19.71	20.21	20.71	21.23	21.76	22.31	22.86	23.43	24.02	24.62	25.24	25.87	26.51	27.18	27.86	28.55	29.27	30.00	30.75	31.52	32.31
RANGE 15	15	18.39	18.85	19.32	19.80	20.29	20.80	21.32	21.86	22.40	22.96	23.54	24.12	24.73	25.35	25.98	26.63	27.29	27.98	28.68	29.39	30.13	30.88	31.65	32.44	33.25
RANGE 16	16	18.91	19.38	19.87	20.37	20.87	21.40	21.93	22.48	23.04	23.62	24.21	24.81	25.43	26.07	26.72	27.39	28.07	28.78	29.50	30.23	30.99	31.76	32.55	33.37	34.20
RANGE 17	17	21.01	21.54	22.08	22.63	23.19	23.77	24.37	24.98	25.60	26.24	26.90	27.57	28.26	28.97	29.69	30.43	31.19	31.97	32.77	33.59	34.43	35.29	36.17	37.08	38.00
RANGE 18	18	22.06	22.61	23.18	23.76	24.35	24.96	25.59	26.23	26.88	27.55	28.24	28.95	29.67	30.41	31.17	31.95	32.75	33.57	34.41	35.27	36.15	37.06	37.99	38.94	39.91
RANGE 19	19	23.11	23.69	24.28	24.89	25.51	26.15	26.80	27.47	28.16	28.87	29.59	30.33	31.09	31.86	32.66	33.48	34.31	35.17	36.05	36.95	37.87	38.82	39.79	40.79	41.80
RANGE 20	20	24.16	24.77	25.39	26.02	26.67	27.34	28.02	28.72	29.44	30.18	30.93	31.71	32.50	33.31	34.14	35.00	35.87	36.77	37.69	38.63	39.60	40.59	41.60	42.64	43.71
RANGE 21	21	25.22	25.85	26.49	27.15	27.83	28.53	29.24	29.97	30.72	31.49	32.28	33.08	33.91	34.76	35.63	36.52	37.43	38.37	39.33	40.31	41.32	42.35	43.41	44.49	45.61
RANGE 22	22	26.27	26.92	27.60	28.29	28.99	29.72	30.46	31.22	32.00	32.80	33.62	34.46	35.32	36.21	37.11	38.04	38.99	39.97	40.97	41.99	43.04	44.12	45.22	46.35	47.51
RANGE 23	23	27.32	28.00	28.70	29.42	30.15	30.91	31.68	32.47	33.28	34.11	34.97	35.84	36.74	37.66	38.60	39.56	40.55	41.56	42.60	43.67	44.76	45.88	47.03	48.20	49.41
RANGE 24	24	28.37	29.08	29.80	30.55	31.31	32.09	32.90	33.72	34.56	35.43	36.31	37.22	38.15	39.10	40.08	41.08	42.11	43.16	44.24	45.35	46.48	47.64	48.83	50.05	51.30
Classified Exempt																										
- Range 1	CL EX 1	20.22	20.73	21.25	21.78	22.32	22.88	23.45	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Classified Exempt																										
- Range 2	CL EX 2	29.56	30.30	31.06	31.84	32.63	33.45	34.29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-