

Grants Pass School District No. 7

and

Oregon Association of Classified Employees/OEA/NEA

2019-2025
Agreement
Updated 2023

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PREAMBLE

- A. This Agreement is entered into between the Board of Education on behalf of School District No. 7, Josephine County, Oregon, herein referred to as the “District”, and Grants Pass Association of Classified Employees affiliated with SOBC/OEA/NEA, herein referred to as the “Association”.
- B. The intent of this Agreement is to set forth and record herein the items of agreement resulting from negotiations. The provisions set forth herein have been the result of mutual agreement by the District and the Association.

ARTICLE 1 - RECOGNITION

The District recognizes the Association as the exclusive bargaining representative for all regular full-time and regular part-time classified employees employed by the District. Further, it is recognized that all administrators, licensed teachers and nurses, supervisors, confidential employees, substitutes, and temporary employees are specifically excluded from the bargaining unit.

In determining working days for purposes of this Article and Article 3, the employee’s scheduled paid days shall be used, excluding any leave period of five (5) consecutive days or more.

A. Regular Employee Defined

A regular employee is defined as an employee who successfully completes the Probationary Period set out in Article 3, Section D.

B. Part Time Employee and Full Time Employee Defined

An employee that works less than 6.25 hours per day shall be considered to be a part-time employee. An employee that works 6.25 or more hours per day shall be considered to be a full-time employee.

C. Supervisors Defined

The following positions are agreed upon as supervisors: business office manager, data processing manager, fiscal manager, risk manager, food services supervisor, transportation supervisor, maintenance supervisor, custodial manager, purchasing and warehouse supervisor, and any other employee who fulfills the supervisory functions described in ORS 243.650(23).

D. Confidential Employee Defined

Pursuant to ORS 243.650(6), a confidential employee is one who assists in a confidential capacity to a person who formulates, determines, and effectuates management policy in the area of collective bargaining.

E. Substitute Employee Defined

Substitute employees are those employees temporarily replacing regular employees during temporary absences not to exceed ninety (90) consecutive calendar days per fiscal year. No employee benefits are provided and substitute positions will not be posted. However, in instances where a regular employee takes leave that extends beyond ninety (90) consecutive calendar days in a fiscal year, the district may engage a substitute employee provided that the employee will be paid on the regular employee salary schedule and receive sick leave and holiday benefits that would accrue to a regular employee. Receiving these specified regular bargaining unit benefits does not change the substitute nature of the position and the substitute employee has no contractual rights beyond the return date of the regular employee. In the event the regular employee vacates the position the District will post the position according to Article 6 Vacancies & Transfers. Substitute employees are not considered regular employees.

F. Temporary Employee and Positions Defined

Temporary employees and positions are defined as employees hired or positions filled for a specific period not to exceed the equivalent of ninety (90) working days. No employee benefits are provided except state mandated requirements. If the employee exceeds ninety (90) working days, the employee shall be considered a regular employee and shall be subject to all the terms and the conditions (except insurance) of the Collective Bargaining Agreement effective retroactively to the first date of service.

G. Probationary Employee Defined

Probationary employees are persons who are employed for a period of ninety (90) working days in the classification for which they were hired in accordance with Article 3.D. before achieving the status of a regular employee. During this probationary period, should the services of an employee be found unsatisfactory, he/she will be terminated. This termination is not subject to the grievance procedure. Once an employee achieves regular employee status they will not be considered a probationary employee again unless there is a break in service.

H. Overload Educational Assistant Defined

Those employees who are utilized for a specific building's class load. The parties recognize that this overload can change at the end of a grading period. Overload Educational Assistants do not receive any additional benefit except wages and leave accruals as a result of these hours being added to their employment. These hours will first be offered to qualified building employees who have expressed an interest in writing in accordance with Article 6 J., second to all qualified District employees who have expressed an interest in writing, and then posted in accordance with Article 6. These employees hired for overload shall not be subject to the provisions of Article 20, Sections B and C.

I. Extra Duty

Extra Duty will be defined as those duties not regularly performed, not covered by this agreement, and not currently listed on the salary schedule. Extra duty assignments shall be posted.

J. Subcontracting

Should the District decide to pursue subcontracting or privatization of existing bargaining unit work, the District shall comply with ORS 279A, 279B and 279C. The decision and the impact will be bargained in accordance with the expedited bargaining process set out in ORS 243.698.

K. Labor Management Committee

A Labor-Management Committee consisting of three members chosen by the Association and three members chosen by the District will, except as otherwise provided in this agreement, meet as requested by either party up to three (3) times annually for the purpose of discussing and resolving non-grievance issues or problems of mutual concern. Any member of the group may suggest items for the agenda. The District will support the committee by providing appropriate Labor-Management training and adequate release time for committee members.

ARTICLE 2 - ASSOCIATION DUES AND OTHER VOLUNTARY DEDUCTIONS

A. Association Dues

1. Dues Deduction Authorization

The District will remit to the union all authorized deductions including dues, fees, and any other assessments in accordance with the payroll-deduction authorizations signed by members and provided to the union. The union will provide the District with a list by the date established by the District Business Office identifying the employees who have signed such authorizations and the authorized deduction amounts, as well as payment remittance data instructions for reporting dues payments. The District shall rely on the list to make the authorized deductions and to remit payment and data to the union.

Withdrawing the payroll deduction for such dues may be accomplished by sending notification in writing to the office of the Council (2495 S. Pacific Highway, Medford 97501) prior to the thirtieth (30th) day of September of any school year.

2. Processing OEA/NEA Dues Deductions

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of September and continuing through the June pay period.

Deductions for employees who join the Association after the beginning of the school year shall be prorated on a ten-month proration schedule.

3. Remittance of Dues Checks

a. Data to OEA

Within ten (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/GPACE dues, including voluntary Association contributions, deducted from each member's paycheck.

b. Payment to OEA

Within ten (10) days after each pay period, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.

c. Payment to Grants Pass Association of Classified Employees

Grants Pass Association of Classified Employees dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the Association Treasurer. Within 10 days after each pay period, the District shall provide the GPACE Treasurer with an Excel-compatible register of the GPACE dues deducted from each member's paycheck.

4. Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

B. Employee Information

1. Employee List

By the 25th of each month, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, salary, position on the salary schedule, residential or personal mailing address, any means of electronic communication, including work and personal electronic mail addresses, and residential, cellular, and work phone numbers. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire.

2. Change in Employment Status

The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, or resigns.

C. Tax Sheltered Annuities And Other Tax Deferred Compensation Plans

1. The District will establish and maintain a tax sheltered annuity plan (otherwise known as a "Section 403(b) plan") for the benefit of District employees and in accordance with

applicable Federal and state law. The District may also institute other qualified tax deferred compensation plans for the benefit of employees. Such other plans will be reviewed with the Association prior to implementation.

2. The current list of Section 403(b) plan vendors is set out in Appendix C-1. This vendor list may change during the life of this contract due to the requirements of applicable Federal or State law governing such accounts. In addition, the District may elect to drop any vendors which have no contributing employees. The parties will review and mutually agree to any proposed changes to the District's Section 403(b) or other deferred compensation plan, however, notwithstanding this provision, any changes required by Federal or state law will be made in a timely manner in accordance with such provisions. The District will notify the Southern Oregon Bargaining Council in writing within one month of the effective date of such changes.

D. Voluntary Deductions

1. The District agrees to deduct from the salaries of each employee as requested by the employee including the following approved voluntary deduction categories:

Tax Sheltered Annuities
Charitable Donation
Voluntary Insurance Programs
Deferred Compensation Plans
Savings Bond contributions

When bargaining unit members wish to make a voluntary contribution, they will notify the Business Department in writing.

2. In order to facilitate the processing of voluntary deduction payment transfers, if electronic fund transfer (EFT) payments can be made to a voluntary deduction program, the District will establish an EFT mechanism for such programs and all payments to such programs will be made on the monthly payroll date.
3. In the case of non-EFT payments to a voluntary deduction program, the District will use its best efforts to transfer payments within 5 working days of the monthly payroll date.
4. In the case of an EFT payment voluntary deduction program, any bargaining members may request that an additional voluntary deduction program be added.

ARTICLE 3 – EMPLOYEE RIGHTS

A. Association Representative

Investigatory Meetings- An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, the employee shall be granted reasonable time to obtain such representation.

Disciplinary Action Meetings- In the event disciplinary action is to be taken, the employee shall be advised by the administrator or supervisor of the right to representation under this provision of the Agreement prior to the action being taken. Employees not wanting representation will make this known in writing, a copy of which will be forwarded to the Association.

B. Confidentiality

Any criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings except as required by law.

C. Disciplinary Action(s)

No disciplinary action more than (3) years old shall be applied toward future disciplinary actions unless the same offense was committed during the next three (3) year period of time following the most recent disciplinary action.

D. Probationary Period

Classified new hires shall serve a probationary period of ninety (90) working days in which they shall demonstrate ability to perform the duties of the position for which they were hired.

During this probationary period, should the services of an employee be found unsatisfactory he/she will be terminated. Such termination is not subject to the grievance procedure.

E. Electronic Surveillance

Acknowledging that the primary purpose of electronic surveillance is to ensure the health, welfare and safety of all employees, students and visitors to district property, and to safeguard district facilities and equipment, The Board and Association agree that except as directed by law enforcement, the District shall notify all bargaining unit members that electronic surveillance may occur on district property before such surveillance is initiated. A classified employee will not be utilized or permitted to contact other classified employees regarding their conduct as seen on electronic surveillance. Electronic surveillance shall not be used as a substitute for, or in addition to, administrator/supervisor observation for evaluation purposes.

F. Member Safety

In the event any bargaining unit member suffers an injury due to attack, assault, overt physical act of violence, or inappropriate physical contact by a student(s) of the District, the member shall file an incident/accident report. Members may request a meeting with their administrator or designee to review the situation by selecting "yes" in the "request a meeting with your administrator or designee" section of the incident/accident report.

Filing an incident/accident report with this designation shall trigger a meeting between the member, a Union representative, and building principal or designee. Members shall not be required to work with that student(s) until such time that the meeting has been held to review the situation and determine next steps.

ARTICLE 4 – ASSOCIATION RIGHTS

- A. Upon request, the District agrees to furnish to the Association all information necessary for its functioning as exclusive bargaining representative. The District reserves the right to charge a reasonable fee for provision of such information.
- B. School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations.
- C. Use of School Equipment - The Association shall have the right to use school facilities and equipment, including typewriters, computers, copy machines, other duplicating equipment, fax machines, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use.

Use of District technology which involves access to the District's electronic communication system ("D7 net") will be subject to applicable District technology acceptable use policies and procedures. D7 net refers to the District's electronic communication system which includes computers, email, Internet access, applications, and any physical or wireless access within district property. The District's acceptable use policy will allow the Council to use D7 net to gather signatures, conduct surveys, membership drives, and other Council related business, as long as this use does not violate state or federal law.

- D. The Association shall pay for the District's cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result of negligent use of equipment.
- E. The Association will print and provide copies of this Agreement to the District within 45 days of execution of this contract. Sufficient copies shall be made available to allow a copy for each employee in the unit. Even though the Association prints the copies, the parties shall split the costs.
- F. The District shall make available in each school or work site adequate lunchroom, restroom, lavatory facilities and at least one room, appropriately furnished, which shall be reserved for use as a staff lounge. Provisions for such facilities will be made in all future buildings. Pursuant to Board policy, tobacco use is prohibited on all district property.
- G. The Board shall provide the Association with reasonable bulletin board space for the use of the Association in communicating with employees. Such bulletin boards shall be available in any building where employees are working.
- H. The Association may place material clearly identified Association Information in employee mailboxes at work sites. The materials will not be of a defamatory nature. If the U.S. Postal Service pursues the District for improper use of the mail system by the Association, then the Association shall hold the District harmless for any such claims.
- I. The Association President (or a representative designated by the Association) shall be provided with reasonable time during their paid working hours to perform union duties at all work areas of the district in the discharge of their duties as a representative of the Association provided that no interference with the District's operations shall result. The representative will inform the appropriate administrator or supervisor of their presence at their worksite.

- a. The Association shall have the right to meet with current employees during regular work hours at the employees' worksite to address grievances, complaints, and matters related to employment relations.
- b. The District shall grant GPACE building representatives and the Executive Board reasonable time to perform union duties during regularly paid work hours without loss in pay, benefits, leave accrual, or seniority. GPACE shall submit a list of these representatives to the District by September 1st of each year. Union duties include, but are not limited to:
 - i. Investigate and process grievances and process workplace complaints
 - ii. Attend investigation and discipline meetings
 - iii. Prepare for and participate in administrative hearings, arbitration proceedings, and ERB hearings
 - iv. Prepare for and participate in bargaining sessions and labor management meetings
 - v. Comply with a subpoena
 - vi. Conduct one-on-one interviews with bargaining unit members
 - vii. Attend union trainings
 - viii. Perform any other duties as agreed upon by the union and the District.
- c. On a designated date each month, the Association and the District will participate in a joint New Hire Orientation for all newly hired employees. The orientation will be scheduled for a minimum of one hour, with at least thirty minutes being provided to the Association to meet with the new hires.
- d. The District shall not reduce a designated representative's work hours to accommodate the performance of the activities listed above, except to prevent an employee from working unauthorized overtime hours.

Each month the Association President will be provided a copy of the School Board Personnel Report.

- J. Members of the Association will be granted release time not to exceed one hour to attend Association meetings. These meetings will be held after the typical school day and will not occur more than three times a year unless additional meetings are necessary to approve collective bargaining agreements. Such additional release time will be made up by modifying the employee's work schedule for that day or within that work week, if it will not result in overtime.

With supervisor's approval members of the Association serving as Association Representatives may be released for monthly meetings if work times are adjusted so the same number of hours are worked and no overtime is incurred.

ARTICLE 5 – DISTRICT FUNCTIONS

- A. It is recognized that the District has and will continue to retain the rights and responsibilities to operate and manage the school system and its program, facilities, properties, and on-the-job activities of its employees, except as limited by this Agreement and applicable law.

- B. The District'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 District or other government 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 working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer employees;
 8. The right to relieve employees from duty for poor or unacceptable work or for other legitimate reasons;
 9. The creation, combination, modification or elimination of any position deemed advisable by the District;
 10. 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;
 11. The determination of the layout and the equipment to be used, and the right to plan, direct and control school activities, and the determination of the processes, techniques, methods and means of educating students.
 12. The right to establish and revise the school calendar, establish hours of employment, to schedule and assign work loads;
 13. The right to make assignments for all programs of an extracurricular nature.
- C. The foregoing functions of the District shall not be considered to exclude other functions of the District not specifically set forth; the District retaining all functions and rights to act not specifically nullified by this Agreement.

ARTICLE 6 - VACANCIES AND TRANSFERS

A. Vacancies

For purposes of this Agreement, a vacancy shall be defined as a vacant or newly created position within the bargaining unit, a vacant or newly created confidential/supervisory position or a temporary classified position (exclusive of Overload Educational Assistants) that exceeds 60 working days, which the District intends to fill.

B. Postings During the School Year

If the vacancy occurs during the school year, it shall be posted on the Association bulletin board in each district building for not less than five (5) working days, and a copy shall be mailed to the Association President. Bargaining unit members submitting applications through the established Human Resources application process during the five (5) working day period shall be considered pursuant to section E.

Temporary Overload Educational Assistants positions/hours may be posted. Bargaining unit members interested in being considered for such positions/hours shall make a written request with the principal yearly. To be considered for overload educational assistant hours at another location, requests must be submitted to the Human Resources Office yearly. The District shall not be obligated to interview or hire said bargaining unit members.

C. Summer Vacancies

For the purposes of this agreement, summer vacancies are defined as a vacancy that occurs between the last student day of the school year and the first day of school of the next school year. The following rules shall apply with respect to the summer vacancies:

1. Bargaining unit members who desire notification of summer vacancies shall file a written statement, on a form provided by the District, with the Personnel Office no later than the last student day of each school year. Such statements must contain a preferred means of contact (either mailing or email contact address) and be renewed annually.
2. A copy of each summer vacancy opening responsive to the member's request shall be sent by the employee's preferred method of contact by the District to each bargaining unit member who has requested in writing such notification. A copy shall be sent to the Association President.
3. Bargaining unit members shall have no less than ten (10) calendar days from the date of mailing or emailing in which to apply for the summer vacancy. If the vacancy occurs after August 1, but prior to the first day of the next school year, the ten (10) calendar day posting period may be reduced to five (5) calendar days.
4. Bargaining unit members submitting applications through the established Human Resources application process during the posting period shall be considered pursuant to section E.

D. Association Copies

The District shall furnish the Association President with copies of all job postings by the Association President's preferred means of contact (either mailing or email) at a designated contact address. The Association President shall receive notice of who was selected for the position. The Association President can obtain a list of applicants for each posting by requesting such list from the District personnel office. The Association President will provide the information referenced above to other Association officers, as needed. All bargaining unit applicants for a vacancy shall be notified of the final decision.

E. Filling a Vacancy

1. Upon notifying the requesting bargaining unit member of the receipt of his/her application, and after application timelines have been exhausted and applications reviewed, the District may fill any vacancy, provided, however, that prior to the filling of any such vacancy, qualified applicants from within the bargaining unit shall have been interviewed. Once a bargaining unit member has been interviewed for an open position at a school or other District location, the District is not required to re-interview that bargaining unit member for the same position at that school or location during the school year unless the employee has documented new skills, qualifications or training. The determination of whether a bargaining unit member is qualified for a vacancy will be based on experience as indicated in the member's application in light of posted job qualifications and requirements. Except with respect to filling confidential or supervisory position vacancies, when an Interview Committee is used, a classified staff member will be made part of the Interview Committee selected by the supervisor. If the classified staff member is not available for the Interview Committee, the supervisor and the Association will mutually select an alternate employee for the committee.
2. The District may fill without posting a classified position vacancy through a lateral transfer (within the same job classification or pay scale) if the District obtains the approval from the Association President. Such transfers may be voluntary or involuntary but if the transfer is involuntary, the District will comply with Section F of this Article.

With respect to requests for voluntary reassignments and/or transfers, bargaining unit applicants will be assessed by the District on the criteria found in the job announcement in the following areas:

- a. Knowledge, skills, and abilities/attitudes;
- b. Education and training;
- c. Experience

The District may fill a supervisory or confidential position through a transfer of supervisory or confidential personnel without obtaining Association approval.

3. When filling new positions or vacancies, whether involving newly created or existing and two or more internal applicants are judged to be equally qualified for the position based on verified and documented experience and training, the employer may also consider the seniority, abilities, and attitude of the applicants. This does not preclude the District from hiring someone outside the bargaining unit over a person from within the bargaining unit

if that applicant is judged to be more qualified based on verified and documented experience and training.

A bargaining unit applicant may file a grievance with respect to a District hiring decision described in this subsection, however, such grievance will be limited to the “Level Two” grievance procedure described in Article 18, Section E and will be the bargaining unit member’s only right of appeal with respect to such decisions.

4. If bargaining unit member’s application to fill a vacancy (or request for voluntary transfer to fill a vacancy) has been denied, he/she will receive a written explanation of the reasons from the interviewing Administrator, if requested in writing by the bargaining unit member. The decision is not grievable if the issue is about the verified and documented experience and training.
5. If a vacancy occurs within thirty (30) calendar days of the proposed start date of that specific position, the District may choose another qualified candidate from the same candidate pool to fill that position and will not be required to repost that vacancy.

F. Involuntary Transfer

Before initiating an involuntary transfer that is not disciplinary in nature, volunteers will be requested and considered with the District making the final decision. When a bargaining unit member is being involuntarily transferred, notice will be given to the bargaining unit member as soon as reasonably possible. The employee will have an opportunity to discuss the transfer with the District Personnel Office.

The employee will be notified in writing of the specific reasons for the transfer, however, the decision is not grievable.

No employee shall be involuntarily transferred between job classifications more than three (3) times during a five (5) year period.

G. Transfer compensation

A bargaining unit member who transfers to a higher job classification shall be moved to the same experience step in the new pay range.

An employee who is involuntarily transferred to a lower classification will remain at the same step as previously held and shall not suffer loss of pay. This shall not apply to involuntary transfers which result from disciplinary action, in accordance with just cause. An employee who requests to be transferred to a lower class shall be paid at the same step with the lower rate.

H. Working Out of Classification

Any regular employee temporarily assigned by the District to replace an absent employee who is in a higher classification shall assume all the duties and responsibilities of the assigned position and be considered working out of classification. Effective on the sixth consecutive working day in the higher classification, the employee shall receive pay at the higher rate to be retroactive to the first day of the higher classification.

I. Changes in Classification or Reassignment of Duties

When a classified employee changes to a position in a different classification or to a different work site, the Administrator/Supervisor and the employee will discuss duties, expectations and job requirements, as well as training needs and how those training needs will be addressed. In other cases where there has been a reassignment of duties, such a discussion will be held upon request of the employee.

J. Additional Work Hours

Annually an employee may submit in writing to the administrator/supervisor a statement indicating the employee's desire to be assigned additional work hours. Except as provided in Article 21, the administrator/supervisor will refer to these requests first when assigning additional or substitute hours.

K. When additional temporary hours become available, employees who have requested additional work hours per Article 6, Section J of the collective bargaining agreement shall be offered additional temporary hours first.

If the employees in a building who requested additional hours turn down the hours, the hours do not fit into their schedule, or if no employees in a building have requested additional hours, additional temporary hours may be offered to other qualified classified employees in the building.

After 60 days of working additional temporary hours, the District and Association will review the hours to determine if they should become permanent. If it is deemed that the hours are to become permanent, they will be posted. If the hours are not to become permanent, they may be extended for an additional 30 days.

Additional temporary hours will not make an employee eligible for insurance or increase the insurance benefit for any employee.

ARTICLE 7 – WORK TIME

A. Workweek

The standard workweek in Grants Pass School District No. 7 commences at 12:01 am Sunday and concludes at 12:00 midnight Saturday. The work time for regular full-time employees shall consist of 40 hours of work during this standard workweek, which will consist of five consecutive days. The District may, at its option, schedule work for ten (10) hours per day and four (4) consecutive days.

B. Workday

The standard workday for regular full-time employees shall consist of eight hours of work, excluding the lunch period. For a regular part-time employee (less than eight hours) the workday shall consist of the number of daily hours established for the particular job he/she fills.

With mutual agreement, a supervisor may increase an employee's hours by up to thirty (30) minutes per day without having to repost the position. This only applies to positions where the insurance benefit level will not be changed.

C. Lunch Periods

Each regular employee who works six (6) hours or more per day shall have scheduled an uninterrupted lunch period of not less than one-half hour nor more than one hour (see table in Section H of this Article). If interrupted at the direction of an administrator (or designee) and the lunch period cannot be extended to make up the missed time, the employee shall add the missed lunch time to their daily time sheet. Such lunch period shall not be credited as time worked for any purpose, and shall not be paid time. The lunch period shall be scheduled by the supervisor as nearly as practicable to midshift.

Part-time employees working less than six (6) hours per day may have lunch periods scheduled as practicable and prudent of not less than one-half hour duration upon agreement between the employee and the supervisor. A part-time employee, upon mutual written agreement with the supervisor, may work his/her full shift without a lunch period, at the supervisor's discretion.

D. Reporting Time

1. Each employee shall report for work on time at the beginning of his/her workday as established by the supervisor, unless notified otherwise prior to that employee's reporting to work.
2. For less than 12-month employees, each year the District will determine and schedule on non-student days the number of days devoted to training or other special assignments. All employees will work the training day(s) designated for their classification but shall have the option whether to work on the special assignment days. Other than for group training purposes, no employee will be required to work on special assignment days at a location other than their established location.

E. Flexible/Trade & Compensatory Time

1. Flexible/Trade
 - a. Flexible/Trade Time is time moved from one work day to another work day within the same work week with mutual agreement between the supervisor and the employee.
2. Compensatory Time
 - a. When an employee accrues compensatory time (with prior approval of their supervisor) that compensatory time will be taken at a mutually agreeable time with all consideration given to the employee's requested day(s). If compensatory time is not taken by the end of the school year in which it is earned, it will be paid to the employee in their last payroll but no later than June.
 - i. Straight Compensatory Time is additional time worked that does not exceed 40 hours in a work week. This time is accrued on an hour for hour basis.

- ii. Overtime Compensatory Time is accrued at time-and-one-half. See F. Overtime below.

3. The Labor Management Committee will annually review the practices and procedures for flexible/trade and compensatory time.

F. Overtime

Eligible employees shall be compensated at the rate of time and one-half in the form of pay or compensatory time (also at one and one-half time) under the following circumstances:

1. All assigned work in excess of eight hours excluding lunch period, which shall not be paid, on any scheduled workday. By mutual agreement of the supervisor and the employee, the eight (8) hour per day overtime rule in this section may be waived to allow the employee to work more than eight (8) hours in a day without overtime pay at time and one-half. The work schedule adjustments for any hours which exceed eight (8) hours per day will be made in the same week.
2. When an employee accrues compensatory time (with the approval of their supervisor) that compensatory time will be taken at a mutually agreeable time with all consideration given to the employees requested day(s). If compensatory time is not taken by the end of the school year in which it is earned it will be paid to the employee in their last payroll.
3. All assigned work in excess of 40 hours in any workweek.
4. All vacation time, Personal Leave time, and holidays shall be computed as time worked in computing overtime.

G. Overtime Authorization

Under no circumstance shall an employee work beyond his/her assigned work schedule, eight hours per day or 40 hours per week without prior approval of the District.

H. Return to Work

An employee required to return to work after his/her regular shift shall be paid at his/her regular rate of pay or, with approval of his/her supervisor, be eligible to accrue compensatory time (on a one-for-one basis) for the actual time worked. Since custodians, mechanics, maintenance and security personnel are required to report to work in these circumstances, they shall be compensated at a time-and-one-half rate for all hours worked, with a minimum of two (2) hours at time-and-one-half.

I. Breaks

Each employee shall be eligible for a fifteen (15) minute break during each work shift of four (4) continuous hours, normally between one and one-half (1-1/2) and two and one-half (2-1/2) hours after the start of the shift.

Length of work period	Number of rest breaks required	Number of meal periods required
2 hrs or less	0	0
2 hrs 1 min-3 hrs 59 min	One ten minute	0
4 hrs- 5hrs 59 min	One fifteen minute	0
6 hrs	One fifteen minute	1
6 hrs 1 min-10 hrs	Two 15 minute	1

A total of 30 minutes shall be allowed for breaks for the express of breast milk for each four (4) hour period.

J. Extra Hours

When an employee works extra hours beyond his/her assigned work schedule, the employee shall be paid at their regular rate of pay unless such hours constitute overtime, which shall be paid in accordance with Section E of this Article.

K. Reduction in Workdays

If the District desires to reduce the number of workdays and commensurate amount of salary, it will give written notice to the Association. The parties agree to conduct negotiations under the provisions of ORS 243.698, but the period of negotiations shall be 120 calendar days.

L. Professional Improvement

The District shall reimburse reasonable employee expenses for attending educational meetings, conferences, workshops or training if these activities are reasonably related to the employee's job duties if there are funds available and prior approval is given.

When the District implements a new program, the District (through its Administrators/Supervisors) will provide the necessary training as determined by the District with input from the affected staff.

The District shall grant classified employees three thousand dollars (\$3,000) per fiscal year for tuition to be used for career improvement programs that are not related to a certified position in the District, under the supervision of the administration. Classes must be related to work that can be done within the District. The District shall grant classified employees ten thousand (\$10,000) per fiscal year for tuition to be used for career improvement programs that are related to degrees and/or certificates towards a certified position, under the supervision of administration in the District. Each member shall be eligible to receive up to \$1,000 per year from the overall \$13,000 fund. These funds shall be available on a first come first served basis until the funds are expended. At the time of payment, the employee shall sign a statement that they will reimburse the District for the amount expended by the District if they fail to complete the class. Certificate of completion and/or grade slips shall be submitted to the District.

Upon completion of a degree and/or certification program, if the District has invested \$3,000 or more in an individual member's degree and/or certificate, the member shall be required to

interview for open certified positions for which they are qualified. Members shall not be required to accept positions that are offered to them.

Upon mutual agreement between the employee and the supervisor, flexible scheduling and leave time may be utilized so that employees can participate in career advancement programs.

M. Inclement Weather and Emergency School Closures

1. When school is closed due to inclement weather or other emergencies, all classified employees, with the exception of Head Custodians and Maintenance, will not be required to report to work and will be paid regularly; however, the District may restore up to two (2) designated, calendared restoration days. In the event that the District still does not meet the State minimum instructional hour requirements, additional instructional days will be restored to meet such requirements. Any additional workdays resulting from such an extension or rescheduling shall be with no additional pay, given that all employees have been paid for their contracted number of days during the school closure(s).
2. Head Custodians and Maintenance will report to work, as close to their start time as possible, based on the employee's safety. The District may call in other employees as needed by Schedule and seniority at their location. These employees will receive their normal daily wage plus the additional Emergency Closure Pay (defined as an employee's regular rate of pay for hours worked). An employee may choose comp time for hours worked in lieu of Emergency Closure Pay.

Whenever the District delays the regular starting time employees shall receive their regular scheduled pay and benefits for the delayed time.

- a. On a two-hour delay schedule, Head Custodians and Maintenance, and those called in, will report to work as close to their start time as possible based on the employee's safety.
- b. All other classified employees will report to work two hours later than their regularly scheduled start time, but no later than the start of the delayed school day.
- c. If a classified employee's regular start time is at the same time as or after the start of the school day, they will report to work at their regularly scheduled time.
- d. The end times for shifts for classified staff will remain the same. AM routes for transportation employees will move accordingly to the delayed start time.

The purpose of the following table is to show how a two-hour delayed start works. Consult with your supervisor for your specific start and end times.

Employee	Delayed Start Time	Delayed End Time
Head Custodian, Maintenance, and those called in	As soon as it's safe and as close to regular start time as possible	Regular End Time
Other Staff who normally report before the delay	2 hours later, but not later than delayed start time	Regular End Time
Other staff who normally report on or after the delay	Regular Start Time	Regular End Time

*Transportation AM routes will run on a delayed start. PM routes remain unchanged.

ARTICLE 8 - PERSONAL LIFE AND NONDISCRIMINATION

- A. The personal or political life of an employee is not a matter of appropriate concern or attention of the Board, unless it adversely affects that employee's performance in their assigned duties.
- B. Pursuant to ORS 659.850, Nondiscrimination, the Board hereby agrees that it will not discriminate against any employee with respect to handicap, race, religion, national origin, age, sex or marital status. An employee who feels that they have been discriminated against, may pursue a grievance through Level 2 (Superintendent) of the Article 18 grievance procedure and, if necessary, appeal the Superintendent's decision to the School Board. The School Board's decision may not be appealed to an arbitrator or the Employment Relations Board, however, the employee may pursue any and all available statutory remedies.

ARTICLE 9 - PERSONNEL FILES

- A. All personnel records of employees shall be kept in one file in the District administration office under direct custody of the Superintendent (or designee) except as otherwise provided by law.
- B. An employee's personnel file shall contain all materials relevant to the individual's employment. The employee shall have the right to review the contents of this file and to receive a copy (at employee expense) of any documents contained therein. An employee shall be entitled to have a representative of the Association or a representative of the employee's own choosing to accompany him/her during such review.
- C. The personnel records of employees shall not have any documents or other information of a critical nature that does not bear the employee's signature indicating that the employee has been shown the material or a statement by a supervisor that the employee has been shown the material and has refused to sign such material. An employee shall have the right to attach a written statement of explanation to any material which they believe to be incorrect or derogatory toward him/her.
- D. At least once during the year, employees will have the right to indicate those documents in their personnel, building level or working files which they believe to be outdated or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the Administration and removed or retained at the sole discretion of the Administrator.
- E. Building level or working files are subject to the same review and copy rules as Personnel Files.

- F. File materials generated after the ratification date of this contract, not used in other actions (e.g. evaluation, discipline, etc.) and in the building or working file longer than two years shall not be used against the employee and will be removed upon request of the employee. The contents of investigatory working files shall not be removed but shall not be used against the employee.

ARTICLE 10 - EVALUATION

- A. Each employee shall be appraised of their responsibilities. They shall be informed of the criteria upon which they will be evaluated and who is responsible for the evaluation. Classified evaluations shall be completed by administrative or non-bargaining unit supervisory staff of the District with relevant input from other staff.
- B. During the probationary period (as defined in Article 3 Section D) probationary employees shall demonstrate ability to perform the duties of the position for which they were hired. At the expiration of the probationary period, if in the opinion of the employee's supervisor the employee is not performing the duties of the position satisfactorily, that employee will be dismissed. The District shall have the right to discharge any employee at any time during the probationary period and this right shall not be subject to the grievance procedure.
- C. All regular employees shall receive a written evaluation from their supervisor at least once every two years. The evaluation will be completed by May 15th of the school year in which it is prepared except in cases of unsatisfactory performance under Section E when the evaluation will be completed no later than the employee's last work day of the fiscal year.
- D. The evaluation will be discussed with the employee, signed by the supervisor, and a copy given to the employee. The employee's signature only reflects receipt of the evaluation, not agreement with the contents. The employee shall have the right to have a rebuttal attached to the evaluation and placed in the personnel file. The observations, findings and conclusions of the evaluator are not subject to grievance.
- E. In accordance with best practices, efforts shall be made to resolve unsatisfactory performance at the lowest level possible first. Examples include, speaking with an employee first, placing an employee on focused goals, and letters of expectation. This section shall not be the basis for a grievance.
- F. If in the opinion of the employee's supervisor, the services of a regular employee are unsatisfactory, the employee will be so notified and the following procedures will be implemented:
 - 1. The District will:
 - a. Conduct a conference with the employee, the Association's representative if the employee so requests, and the supervisor;
 - b. Inform the employee orally and in writing of the deficiencies;
 - c. Detail the expectations of the supervisor;
 - d. Detail the assistance that will be provided by the District;
 - e. Inform the employee that the necessary improvements must be made within a specified number of working days, or that a recommendation will be made for dismissal.

If the deficiency is related to performance standards, the specified number of days shall be no less than 30 working days. If the deficiency is related to the Workplace Expectations (i.e., Attendance/Punctuality, Personal Appearance, Following Policy/Directives, or Safety Practices), then the specified number of days may be less than 30 working days.

2. On the date specified to the employee at the initial meeting, the employee will again be notified orally and in writing as to his/her progress. If the improvement is not satisfactory, a recommendation may be made for dismissal and the reasons therefore furnished to the employee in writing. If satisfactory improvement has been made, the employee will be so advised in writing.
 3. If dismissal of the employee is recommended or effected by the supervisor, the procedures applicable in ORS 332.544 and 243.650 may be pursued. The procedures described in paragraph 3 are not subject to the Article 18 grievance procedure.
- G. No regular employee shall receive an overall “unsatisfactory” on their status recommendation without implementing the procedures outlined in Subsection E of this Article.
- H. Disputes over evaluation procedures can be resolved through the Article 18, Grievance Procedure.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

The District shall not discipline, reprimand, suspend, reduce in compensation or discharge, any employee (other than probationary employees) without just cause (as defined in 46LA359 (1966) C. Dougherty, arbitration).

- A. Disciplinary action may be taken with respect to any employee for failing to fulfill his or her responsibilities as an employee. Any disciplinary action may be taken with respect to any employee, if protested, shall be protested only as a grievance through the regular Article 18 grievance procedure. Information forming the basis for the disciplinary action shall be available to the employee at the time the disciplinary action is taken. Any disciplinary action shall be done in private, except as required by this Agreement or the law.
- B. In the event of flagrant misconduct, the employee may be immediately placed on paid administrative leave from employment until such charges are investigated and a decision is made whether to continue or terminate employment. If the employee is cleared of the charges, the subject employee will be immediately reinstated without loss of pay or other benefits. If the charges are upheld, the termination date will be the date of being placed on paid administrative leave. The Investigation and decision concerning charges for an employee on paid administrative leave will not exceed 15 days from the time of the placement on paid administrative leave without the written consent of both the District and the Association; however, it is understood that an open ended extension will automatically be granted by the Association if the district investigation is dependent upon completion of an investigation by ODE, police department, DHS, or other law enforcement agency and notice of the outside agency investigation is provided to the Association.
- C. Article 11 (Discipline and Discharge) shall have no application to any recommendation for dismissal made pursuant to section E of Article 10 (Evaluation) of this agreement.

ARTICLE 12 - LEAVES OF ABSENCE

A. Paid Leaves

Employees that work beyond their original contracted hours shall have their leave adjusted on a pro-rata basis based on the hours worked per month.

1. Sick Leave

- a. Pursuant to ORS 332.507, all employees shall be granted one day of sick leave per month worked. To be granted a day of sick leave for a particular month an employee must work half of the work days in the month. Accumulation shall be unlimited.

All employees who work an entire school year shall receive at least 10 sick leave days.

Sick leave accumulation at retirement may be utilized to provide additional retirement benefits as provided for in State law.

- b. Sick leave shall be granted to an employee for illness or injury within the immediate family. "Immediate family" as defined herein shall be limited to spouse/domestic partner, son or daughter, father or mother, sister or brother, grandparents, grandchildren, stepchildren, daughter-in-law, son-in-law, the immediate family of the employee's spouse, and any other member of the immediate household. In addition, sick leave may be granted for illness or injury of a close associate at the sole discretion of the Superintendent.
- c. Pregnancy disability shall be defined as work disability caused by childbirth for which sick leave is allowed.
- d. Each employee who is absent because of a death in his/her immediate family as defined above shall be permitted five (5) days of bereavement leave without loss of pay. Five (5) additional days may also be taken and charged to sick leave. Employees may be granted one (1) day, charged to sick leave for the death of a close associate or friend. This leave shall run concurrently with statutory bereavement leave.
- e. Employees in the bargaining unit who do not utilize sick leave during the year shall be granted two Wellness Days, (days off with pay) to be taken during the subsequent school year. Wellness days earned will be reported to the employee in September. To earn a Wellness Day 12 month employees must be hired by August 1st, 11 month employees by September 1st and 9/10 month employees must be hired by October 1st. If they are hired after this date they will not be entitled to earn Wellness Days during the year they are hired. Unused Wellness Days will be paid out at an employees' daily rate in June paychecks each year.

f. Sick Leave Bank:

To the extent leave is not covered under the provisions of the Oregon Paid Family Medical Leave Insurance, the Association and District will establish and manage a sick leave bank for employees. The purpose of the sick leave bank will be to extend to those employees additional sick leave should a long-term illness or serious injury exhaust the employees' accumulated sick leave. Sick leave bank hours can only be accessed by a bargaining unit member who has a doctor's opinion stating that they are unable to perform their assigned responsibilities due to a life threatening, or serious long-term illness or injury of the bargaining unit member, spouse/domestic partner, parent, or dependent child. Life threatening or serious long term illness or injury for purposes of this provision is defined as an illness or injury which in the opinion of a medical doctor requires hospitalization or significant ongoing medical care or therapy for a period that exceeds the employee's available accumulated sick leave.

1. Bargaining unit member's participation in the sick leave bank will be voluntary.
2. Requests for contributions of sick leave hours will be sent to all bargaining unit members in September and February of each school year. The maximum contribution of paid sick leave hours to the bank by any bargaining unit members shall be twenty-four hours per request. If at any time during the school year the Sick Leave Bank balance falls below 350 hours, the District will issue another request for contributions.
3. If a request to use the sick leave bank is made and there are not enough hours in the bank to fulfill the request, employees requesting leave may provide written consent to share their name in order to receive adequate donations to fulfill the request. These requests will be sent exclusively by the Association.
4. All sick leave hours designated for usage in the bank shall be deducted by the District from the contributor's sick leave account at the time of the usage.
5. Bargaining unit members shall only be eligible for use of sick leave bank hours after they have exhausted all their available sick leave and other paid leave. Personal leave that requires employees to pay the cost of a substitute shall not be considered paid leave.
6. The sick leave bank can only be used by bargaining unit members who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a long-term illness or serious injury of the employee, spouse/domestic partner, parent, or dependent child.
7. The District and Association shall work cooperatively to implement the sick leave bank.
8. GPACE shall have sole discretion in designing criteria for disbursing days from the sick leave bank, and decisions on disbursement are not grievable. The Association and Bargaining Unit Members shall hold the District harmless against any and all claims, suits, orders, or judgements brought against the

District as a result of the Sick Leave Bank provisions, except for those determined to be caused by the District's negligence.

9. Requesting Sick Leave Bank benefits

- a. A bargaining unit member shall submit a written request through the Office of Human Resources to access days for sick leave from the Sick Leave Bank.
- b. Members will provide the District with appropriate medical documentation. The Director of Human Resources will inform the GPACE President when a request in writing is received from a bargaining unit member. The GPACE President shall provide the request to the GPACE Sick Leave Bank Committee, which shall be comprised of an odd number of GPACE members. Once the committee has made their decision, the GPACE President shall notify the District if the request for leave from the Sick Leave Bank is approved or denied. GPACE has three working days from the time they are notified of a request to use the sick leave bank to notify the District of their decision.
- c. A bargaining unit member may be provided up to ninety (90) days from the Sick Leave Bank per each occurring long-term illness or serious injury.
- d. The process for applying to use the Sick Leave Bank is as follows:
 - i. A bargaining unit member may apply for and be provided up to thirty (30) days from the Sick Leave Bank per long-term illness or serious injury.
 - ii. If after the first thirty (30) days the bargaining unit member needs additional days from the Sick Leave Bank for the same long-term illness or serious injury, they may reapply and be provided with an additional thirty (30) days.
 - iii. If after the first sixty (60) days the bargaining unit members needs additional days from the Sick Leave Bank for the same long-term illness or serious injury, they may reapply a final time and be provided with an additional thirty (30) days.

2. Personal Leave

- a. Each employee shall be granted two (2) days of personal leave annually, cumulative to a maximum of four (4) days, without loss of pay. At the employee's discretion, up to four unused personal days that are not rolled over will be paid out at their daily rate of pay in their June paycheck. Notification shall be provided to the District Office by June 1st if employees are opting to have their unused personal days paid out. After notification has been provided, employees cannot use any personal days. Four (4) additional days of personal leave shall be granted upon request with loss of pay equal to substitute pay whether a substitute is hired or not.

- b. When it is necessary for a member to be on personal leave, the supervisor will be notified as soon as possible. Personal leave may be requested no more than one year in advance. If more than one employee requests to use personal leave on the same date, supervisors will approve personal leave on a first come, first serve basis. The supervisor shall have the authority to withhold or cancel personal leave if there will be too many employees absent or a substitute cannot be obtained if the operational requirements of the district require hiring a substitute. If a personal day is canceled after it has been approved, the employee will receive double time for working on the canceled day and the personal day will be returned to the employee.
- c. Personal leave may not be used to extend a holiday or vacation period without the prior written permission of the supervisor. Personal leave forms shall be returned to the employee within 5 working days of submission to the Supervisor.

3. Legal Leave

Any employee who is required to serve on jury duty or who is subpoenaed shall receive his/her regular salary during any time he/she is officially attending to such legal matters. Provided, however, that such leave shall not be available to any individual who is a party to the matter for which the subpoena was issued. Any remuneration, less mileage paid, received as a result of jury service during any scheduled work day is to be returned to the District.

4. Injury on Duty

Absence due to a compensable injury as defined in ORS 656.005 (7) and incurred in the course of the employee's employment shall be compensated under the Oregon Worker's Compensation Law and the employee's accumulated sick leave account. Absence due to a compensable injury as defined in ORS 656.005 (8) and incurred in the course of the employee's employment shall be charged against the employee's sick leave days in proportion to amount of compensation received from the District. The District shall pay to such employee the difference between his/her regular salary and the benefits received by him/her under the Oregon Worker's Compensation Law until the accumulated sick leave time has been exhausted.

5. Negotiation Leave

If any negotiation meetings are scheduled during working hours, employees who are actively participating in negotiations shall be excused to attend sessions without loss of pay. No more than six (6) employees shall be released to participate in negotiations during working hours.

B. Unpaid Leave

1. Special Leave

All regular employees who have been employed for seven (7) or more years in the District may apply for an unpaid special leave of absence for reasons such as health, child

care and military. The Superintendent shall have sole discretion in the granting of special leave. Special leave shall not exceed one (1) year.

2. Medical Leave

Medical leave will be granted in accordance with state and Federal law. Employees who have exhausted their sick leave may be allowed unpaid medical leave for up to 18 months. Requests for such leave shall be made in writing to the District Personnel Office. Such leave will be considered only in cases where there is a medical opinion indicating that there is a reasonable prospect of the employee returning to work after the unpaid leave period.

3. Parental Leave

Parenting leave will be granted in accordance with state and Federal law. Unpaid Parental leave will be granted for a period of up to 12 months. The starting date of the Parental leave shall be determined by mutual agreement between the Superintendent (or designee) and the employee so that the timing of the leave is in the best interest of the District and consistent with the health and welfare of the employee.

4. Extensions and Renewals

All extensions or renewals of leave shall be applied for and granted in writing, however, the discretion as to whether such leave shall be extended or renewed remains solely with the District.

5. Association Leave

A total of one hundred and sixty (160) hours per year shall be available to attend conferences, conventions or to perform other Association related work. The costs related to association leave including the cost of substitutes, travel, meals, lodging etc. shall be the responsibility of the Association. Requests for association leave including names, dates, and time shall be made by the Association President to the District Personnel Office at least five working days in advance. Time where the Association pays for both the employee's salary and the substitutes shall not count against this one hundred and sixty (160) hours.

6. Return From Leave

At the end of the unpaid leave period, the employee will return to his/her former position or to a comparable position without suffering a loss of pay. Employees shall not lose their accumulated sick leave or seniority upon unpaid leave of absence, except to the extent sick leave is taken under subsections 2, and 3 above, which shall require the use of sick leave. They shall not accumulate further sick leave during such leave.

7. Benefits During Unpaid Leave Period

Except for Association Leave under Subsection B.5., unpaid leave shall be without salary or District paid health care benefits except as required under FMLA/OFLA. The

employee will be entitled to purchase district health insurance coverage for the duration of the leave.

ARTICLE 13 - VACATIONS AND HOLIDAYS

- A. Vacation days earned by 12-month employees shall be as follows:
 - 1. For employees hired on July 1, 2023 or after:
 - i. Vacation time shall accrue at 6.67 hours per month through the June 30th following their hire date. Accrued vacation time shall be available for use on the first day of each month following its accrual.
 - 1. Example – Employee is hired in February. 6.67 hours of vacation time will be available for use on March 1st. An additional 6.67 hours of vacation time will be available for use on April 1st, and so on through the June 30th following their hire date.
 - ii. Any unused vacation time that is accrued prior to July 1st shall carry over.
 - iii. In addition to the vacation time accrual listed above, new employees who were hired between July 1st and December 31st will receive an additional 10 vacation days (80 hours) banked on the following July 1st. New employees who were hired between January 1st and June 30th will receive an additional 5 vacation days (40 hours) banked on the following July 1st. These additional hours shall be added to any remaining vacation hours that were accrued prior to July 1st.
 - iv. On the following July 1st, employees hired before March 1st shall be considered in year 2 with the District and shall receive 10 vacation days (80 hours). Employees hired after March 1st shall be considered in year 1 with the District and shall receive 10 vacation days (80 hours). In subsequent years, vacation days shall be banked on July 1st of each year at the rate listed in the chart below.
 - 2. On July 1, 2023, all 12-month employees who were hired from July 1, 2022 through June 30, 2023 will receive 10 vacation days (80 hours). On July 1, 2024, employees who were hired before March 1st shall be considered in year 2 with the District and shall receive 10 vacation days (80 hours). Employees hired after March 1st shall be considered in year 1 with the District and shall receive 10 vacation days (80 hours). In subsequent years, vacation days shall be banked as listed in the chart below.
 - 3. Employees hired before July 1, 2022 shall also have their vacation days banked on July 1st of each year at the rate listed in the chart below.
 - 4. Starting in year 2, employees may roll over a maximum of ten vacation days each year.

Years with the District (need not be consecutive)	Vacation Days
1-3	10
4-6	15
7-over	20

- B. If legal school holidays fall during a workweek in which an employee is on duty, the employee shall be paid his/her regular wage. Should a legal school holiday fall on a Saturday or Sunday of a week in which an employee is on duty, the preceding Friday or following Monday, as the case may be, shall be considered a paid holiday.

- C. Employees eligible for vacation will submit a tentative vacation schedule on or before July 1. Employees wishing to take vacation should request it 20 days in advance with their supervisor. The supervisor shall approve or deny the vacation request within five (5) working days. Requests for vacation days to be taken while school is in session can only be authorized by the Superintendent or designee.

- D. 12-month employees shall receive time off with pay for the following holidays:
 - Independence Day
 - Labor Day
 - Veterans' Day
 - Thanksgiving Day
 - Day Following Thanksgiving
 - Christmas Eve
 - Christmas Day
 - New Year's Day
 - Martin Luther King Day
 - Presidents' Day
 - Memorial Day
 - Juneteenth

- E. Less than 12-month employees shall receive time off with pay for the following holidays.
 - Labor Day if part of the member's Days to Work Calendar
 - Veterans' Day
 - Thanksgiving Day
 - Martin Luther King Day
 - Presidents' Day
 - Memorial Day
 - Juneteenth if part of the member's Days to Work Calendar

- F. If a listed holiday occurs while an employee is on unpaid leave before, during, or after the holiday, that employee would not be eligible for time off with pay for such holiday.

ARTICLE 14 - COMPENSATION

- A. For the 2023-2024 school year, the salary schedule in Appendix 2a shall be in effect. For the 2024-2025 school year, the salary schedule in Appendix 2b shall be in effect.
- B. Each employee shall advance one step on the salary schedule until the last step is attained unless the employee is on a plan of assistance as of July 1. To be eligible for the previously mentioned step, the employee must have worked at least four (4) months during the period of the year. For example, an employee hired prior to March 1 would be eligible and employees hired after March 1, would not be eligible.
- C. Newly hired employees may be placed, at the discretion of the District, on the salary schedule based on experience in similar positions. Newly hired employees who have a bachelor’s or Masters’ degree shall be placed at a minimum of Step 3. Employees who resign from the District and are re-hired in the same classification within three months from their resignation date will be placed at the step they were on at the time of their resignation.
- D. All members shall be paid by direct deposit. Members shall be paid on the last working day of each month, based on a 12-month employee calendar.
- E. Employees may, upon request, have their checks prorated for a 12-month period. Such request must be made prior to September 15; changes will not be honored until the following September 15. This option will not be available unless 10 or more employees request the prorating.
- F. Annually, members may submit one payroll draw request by September 15th for an amount not to exceed two weeks of pay.
- G. Differential pay for the third shift (graveyard) shall be an additional 5% of the employee’s regular hourly rate.
- H. A member who receives a benefit under Workers’ Compensation Insurance, Short Term Disability, or Paid Family and Medical Leave Insurance may elect to use accrued paid leave to make up the difference between their benefits and their normal salary. Upon receiving written notice of such an election, the District shall deduct and apply the number of accrued paid leave hours necessary to ensure that the employee receives their normal salary.
- I. Service Stipend

For the term of this agreement employees that have completed 10 years or more of service with the District as of July 1 of the contract year will receive a “Service Stipend” amount (paid in a separate check by December 15th of each year to the extent possible. If not possible, the stipend shall be paid with the December payroll each year.) in accordance with the following table:

Years of Completed Service	Service Stipend Amount*
10-14 years	\$800
15-19 years	\$1,000
20-24 years	\$1,200
25 years or more	\$1,400

* Classified staff members employed by the District as of July 1, 2015 who opted for the Early Retirement Benefit and are no longer eligible to receive such benefit shall be eligible for the Service Stipend Amount based on their years of completed service.

J. Interpreting

Classified employees who are qualified for the interpreting services listed below shall be paid twenty- seven dollars (\$27) per hour when they provide:

- Interpreting services such as parent-teacher conferences and similar meetings, suspension meetings, meetings that include law enforcement, formal, yet low-difficulty presentations to parents at evening events (i.e., on topics that fall within the typical educational domain); or
- Interpreting services such as expulsion hearings and other meetings of a legal nature, formal, high-difficulty presentations to community members (i.e., on topics that fall outside of the typical educational domain, including budget presentations, or simultaneous interpretation tasks), initial eligibility, annual IEP and triennial meetings for SPED.

K. Bi-lingual Pay

Bi-lingual employees who receive a passing score on a District approved bi-lingual exam in speaking and listening in a language(s) other than English shall receive an annual stipend of \$500. Bi-lingual employees who receive a passing score on a District approved bi-lingual exam in reading, writing, speaking, and listening in a language(s) other than English shall receive an annual stipend of \$1,000. Stipends will be paid in equal monthly payments throughout the year. Employees who receive a stipend will be expected to utilize these skills on an as-needed basis during their working hours. Employees are only eligible to receive one stipend per year even if they receive a passing score on more than one District approved bi-lingual exam.

L. Working in Multiple Positions

Any qualified classified employee can apply for multiple positions and the hours associated with each position can result in a new benefited position. Positions can be combined with other positions/hours to add to existing benefits. When combining positions, hours worked cannot conflict or be changed to accommodate the position to be added. If a scheduling or budgeting conflict of the combined positions arises that cannot be resolved at the building level, it will be referred to LMC that will meet within ten working days. This does not apply for temporary and overflow positions.

M. Mentor Program

The District shall provide up to \$10,000 for the 2023-2024 fiscal year and up to \$10,000 for the 2024-2025 fiscal year for a classified mentor program at sites to be determined. A committee made up of equal numbers of GPACE members and administrators, the OEA UniServ Consultant,

and the Grants Pass Human Resources Director shall determine the structure of the program, including but not limited to:

- a) The worksites and classifications participating in the program
- b) The job descriptions for Mentors and Program Coordinators
- c) The application process for Mentors and Program Coordinators
- d) The stipends for Mentors and Program Coordinators
- e) The number of and selection of Mentors and Program Coordinators
- f) The pairing of Mentors and Mentees
- g) Training for Mentors and Program Coordinators
- h) Events for Mentees, Mentors, and Program Coordinators
- i) Overall guidelines of the program

The parties agree to review the mentor program during 2025 negotiations to evaluate its progress and to determine its continuation.

ARTICLE 15 - INSURANCE BENEFITS

A. Monthly Contribution Limits- During the term of this contract, the District monthly contribution limits for health care coverage (which includes medical, Rx, dental and vision coverage) will be as follows:

Coverage Period	More than 6-hour Employees	4-6 hour Employees
10/1/2023-9/30/2024	\$1,477	\$1,329.30
10/1/2024-9/30/2025	\$1,522	\$1,369.80

Employees working less than 4 hours per day will not be entitled to insurance benefits.

Coverage and Plan Options

The Insurance Committee will seek to recommend coverage and plan options which maximize available benefits given the District’s monthly contribution limit.

The Insurance Committee will ensure that one available plan option qualifies as a Health Savings Account (“HSA”) compliant high deductible health plan eligible for Health Savings Account (“HSA”) contributions. There will be no District contribution to an employee health related savings account (FSA, LFSA, HSA or HRA). To the extent an employee chooses a health care option with a premium less than the District monthly contribution amount, employees can choose to add the difference to their HSA or FSA account or receive the difference as additional compensation on a monthly basis, in which case the employer payroll costs on that additional compensation shall be subtracted from the amount paid to the bargaining unit member.

Eligible employees will have the option to participate in a Section 125 Benefits Plan with the sole cost to the District to be the set up fee and the administrative fees.

The Insurance Committee will be comprised of three certified staff, three classified staff, three administrative staff members, one confidential staff member and one retiree who is a member of the health care plan. Plan option recommendations for the following calendar year shall be determined by the Insurance Committee based on a 2/3 majority vote of the active employee group committee members and such plan option recommendations will be completed no later than 75 days prior to the close of the current health care plan year.

The Insurance Committee recommended plan options are subject to approval by all active employee groups (not retirees) based on an approval method to be determined by each active employee group. Each employee group will notify the District of their decision to approve or disapprove the Insurance Committee recommended options no later than 60 calendar days prior to the close of the plan year for reconsideration by the Insurance Committee. If employee group approval of recommended plan options cannot be obtained by 45 calendar days prior to close of the plan year, the District reserves the right to continue offering the prior plan year plan options with the employees being required to contribute the difference between the District monthly contribution limit amount and the prior plan year option renewal monthly premium amount.

- B. Four-to-eight (4-8) hour employees may choose to participate in the insurance benefit package or “opt out” of the program.

It is understood that if a 4-8 hour employee chooses not to participate in the program, the amount the District would have otherwise contributed on behalf of the employee opting out, will be used to offset the cost of the short-term disability insurance. Based on a determination to be made in October of each year, if the District contribution does not cover the short-term disability insurance premium for a 4-8 hour employee, the remaining premium cost will be paid by the 4-8 hour employee.

- C. Employees hired after October 1, 1990, working less than four (4) hours, are not eligible for insurance benefits.
- D. Employees will have the option to participate in a Section 125 Benefits Plan with the sole cost to the District to be a set up fee and the administrative fees no more than the District savings in reduced payroll costs.
- E. Temporary hours shall not be considered in determining an employee’s health insurance benefit level pursuant to section A above.
- F. The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.
- G. Subject to approval of the insurance carrier, benefit coverage will extend to retiree spouses until the retiree becomes Medicare eligible. At such time coverage for the employee, spouse and any dependents shall end.

H. All qualified domestic partners as determined by the applicable health care provider guidelines will be provided health care coverage as outlined above and any associated imputed income will be reported as required by federal or state tax rules.

I. Double Covered Health Care Opt-Out Incentive Program

The District and GPACE agree that insurance eligible GPACE members can access the Program subject to the following terms and conditions:

- a) The Program will be available to any insurance eligible classified employee who opts out of all OEBB health care coverage (medical/pharmacy, dental and vision), provides proof of other medical and prescription group health care coverage, and executes a District provided Health Care Coverage Opt Out Form.
- b) Insurance eligible employees who work more than 6 hours are eligible for incentive compensation equal to \$4,000 per year (or \$333.33 per month) and will be paid to each opt out employee. Insurance eligible 4-6 hour opt out classified employee compensation will be \$3,600 (or \$300 per month).
- c) Opt out employees can choose to receive the opt out incentive compensation as taxable cash but may elect to contribute the incentive amount to a qualified health care account or retirement account subject to applicable access and contribution limit restrictions.
- d) Opt out employees will designate the allocation of their monthly opt out incentive amount during the open enrollment period and that allocation cannot be changed until the next insurance open enrollment period or plan enrollment change opportunity.
- e) The District will withhold any applicable payroll tax deductions associated with the opt out employee's allocation of the incentive compensation.
- f) It will be the opt out employee's responsibility to review and comply with any applicable health related account or retirement account qualification and contribution limits.
- g) Opt out employees may access the District's Health Insurance Agent of Record for questions regarding health care account contribution related questions and Carruth Consulting with respect to any retirement account contribution related questions.
- h) The opt out incentive contributions will be made on a monthly basis and cease for any month in which the District pays a group health care premium under the contract for the employee.

ARTICLE 16 - SEPARATION BENEFITS

A. All personnel shall be eligible for separation benefits which shall accrue at the rate of one day's salary per year of service with the District. This benefit shall become vested when the employee reaches age of fifty-five (55) or upon the employee's death or disability. Disability must be certified by a licensed physician and be of such severity that the employee is unable to continue in his/her position. This benefit is payable upon the employee's separation from service with the

District. When such separation is the result of the employee's death, this benefit shall be payable to the employee's surviving spouse or, if none, to the employee's estate.

ARTICLE 17 - EARLY RETIREMENT

- A. This Early Retirement Article will sunset in accordance with the following provisions:
1. Effective July 1, 2006 the early retirement benefits described in this article will no longer be available except for those full time bargaining unit members employed with the district on June 30, 2006. All new employees (hired July 1, 2006 or later) will receive Service Stipend Payments.
 2. All current full time bargaining unit members will need to declare by October 1, 2006, whether they wish to remain eligible for Early Retirement or wish to receive Service Stipend payments described in Article 14, F.
 3. If they declare their intent to remain eligible for Early Retirement, they will not be entitled to receive Service Stipend payments described in Article 14, F.
 4. When any employee opting to remain eligible for Early Retirement retires they will be eligible for the benefits described in Article 17 B,C,D,E.
- B. Full time employees reaching age fifty-five (55) with at least twenty (20) years of full time service with the District may apply for early retirement benefits.
- C. Applications for early retirement benefits shall be submitted to the District Personnel Office between September 15 and December 31 each year in order to be effective at the end of that school year. Applications submitted to the District outside this application period will be considered by the District on an individual basis.
- D. Early retirement benefits shall be payable beginning in the month of the eligible employee's separation from service with the District. The early retirement benefit shall equal a monthly stipend equal to \$100 plus one-twelfth (1/12th) of an amount equal to a percentage of the eligible employee's final year contracted salary in accordance with the following schedule:

Eligible Employee Age	Percentage of Final Year Contracted Salary
55 years	10%
56 years	12%
57 years	13%
58 years or older	15%

- E. The early retirement monthly stipend shall be paid until the employee is eligible of Social Security benefits, attains the age of age 65, or sixty (60) months, whichever comes first.
- F. Retired Rehired
 - 1. After retirement, the District may employ retired employees up to the maximum state allowed hours worked by the retired employee. The period of time the employee will be contracted shall be agreed to in advance between the District and the employee, although it can be changed with mutual agreement.
 - 2. Employees who choose to retire during their current contract year may be rehired to finish the current contract year under the following conditions:
 - a. Employees will be notified of whether or not they will be rehired within thirty (30) days after their application for retirement. They may withdraw that application for rehire within ten (10) days of said notification.
 - b. If selected for rehire, a unit member may continue to work as an employee at their current contracted salary for the remainder of the current contract year.
 - 3. Employees may be rehired for additional years under the conditions stated above at the District's discretion. However, notification for rehire will be given no later than May 31 prior to the school year to be worked.
 - a. Compensation - Salary shall be at the rate of pay in accordance with the rate established by the employee's experience level in the current collective bargaining agreement.
 - 4. All employees who are retired/rehired will be subject to the following conditions:
 - a. Employees shall be eligible for District insurance options and the insurance cap established in the collective bargaining agreement through the employee's last month of employment.
 - b. PERS Tier I and Tier II employees shall have all sick leave hours transferred to PERS upon retirement and those hours will not be available upon re-employment. Employee will receive sick time in accordance with the Oregon Sick Time Law, 2015 SB 454.
 - c. Employees may choose to collect their contractual early retirement benefits for which the employee may be eligible either at the time of their initial retirement or at the end of their service with the district. If employees choose to hold their benefits in abeyance until the end of their service with the district, the early retirement benefits will be based upon the contractual benefits available at the time of the end of their service.
 - d. Employees are part of the GPACE collective bargaining unit. These members are entitled to the rights established in the full collective bargaining agreement, unless specified in this article.
 - e. The District will not be obligated to forward payments to PERS for the member who is already drawing PERS benefits.

ARTICLE 18 - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

“A grievance” is a claim by an employee or the Association based upon the interpretation, application or violation of the Agreement.

2. Grievant

A "grievant" is an employee or Association representative making the claim.

3. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

4. Party in Interest

A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

5. Days

The term “days” when used in this Article shall mean days that the District office is open.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are the maximum and every effort should be made to expedite the process.

2. Grievances

Grievances must be filed within ten (10) days of grievance, or grievant’s first knowledge of the aggrieved act, or when the grievant reasonably should have known of the aggrieved act, whichever is earlier.

D. Level One - Supervisor

1. Step I

An employee with a grievance shall first discuss it with his/her supervisor, either directly or through the Association designated representative, or accompanied by a representative of his/her own choosing, with the objective of resolving the matter informally. The discussion will clearly be identified as a grievance discussion at the outset.

2. Step II

If the aggrieved is not satisfied with the disposition of his/her grievance he/she may file a written grievance with his/her-Supervisor (who has administrative authority to act) within ten (10) days following the act or condition which is the basis of his/her complaint; or if the aggrieved had no knowledge of said occurrence at the time of its happening then within ten (10) days of the first knowledge of when grievant ought reasonably to have known of the act, this complaint shall set forth all grounds upon which the complaint is based and the reasons why the aggrieved considers the decision rendered is unacceptable and the relief sought. The supervisor shall communicate his/her decision in writing within five (5) days to the aggrieved and a copy to the Association.

Within five (5) days of receipt of the decision rendered by the supervisor, the aggrieved, if he/she is not satisfied with the decision of the supervisor, may appeal in writing to the Superintendent.

E. Level Two-Superintendent

1. The Superintendent must hear the appeal within ten (10) days after receiving it. The Superintendent must provide the parties in interest written notice of the time and place at least five (5) days prior to the hearing.
2. Attendance at this hearing of appeal shall be limited to the grievant and any party-in-interest. Parties in interest may elect to call witnesses who shall appear individually at the hearing.
3. Within five (5) days of hearing the appeal, the Superintendent shall communicate to the grievant and any party-in interest present at the hearing his/her written decision which shall include supporting reasons therefore.

F. Level Three - Arbitration

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within fifteen (15) days after the grievance was delivered to the Superintendent, whichever is sooner, within five (5) days thereafter he/she may request in writing that the Association submit the grievance to arbitration. Copy of written request shall be submitted to the Superintendent. If the Association so determines, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person. The appeal shall state all of the aggrieved's

reasons for appealing the decision of the Superintendent and request appeal to Level Three. Copy of the appeal shall be submitted to the Superintendent.

2. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Oregon Employment Relations Board by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
3. The arbitrator so elected shall confer with the representatives of the Board and the Association, and hold hearings promptly, and shall issue his decision not later than thirty (30) days from the date of the close of the hearings; or if oral hearings have been waived, then from the date of final statements and proof on the issues that are submitted to him. The rules of procedure to be followed for the hearing itself will be the rules of the American Arbitration Association. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable, and once so determined, he shall proceed to determine the merits of the dispute. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The arbitrator shall have no authority to amend, modify, alter, add to or subtract from this Agreement unless the District and the Association agree to give him/her specific authorization to do so. He/she shall confine him/herself to the precise issues submitted for arbitration. The arbitrator shall have no authority to limit or interfere with the powers, duties, and responsibilities of the Board under applicable law and the rules and regulations thereof having the force and effect of the law. He shall be bound by the principles of law relating to contract interpretation followed by Oregon courts. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

4. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
5. The names of any witnesses who will be used in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session.

G. Grievance Mediation

By mutual agreement in writing and within the timelines specified by Level Two, the parties may agree to attempt to resolve any grievance matter by appointing a mutually acceptable neutral party. Such mutual agreement shall suspend the timelines for arbitration until such time as mediation can be completed. At any time during this process, either party may, by written

notification reject the mediation. If mediation is rejected, Arbitration may be invoked pursuant to Level Three.

H. No Reprisals

No reprisals of any kind shall be taken by the District, or the association against any party in interest, their representative(s), any District employee, or any other participant in the grievance procedure by reason of such participation.

I. The Association

The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

J. Separate Grievance File

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.

K. Meetings and Hearings

1. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article. All materials shall remain confidential except as required by law.

2. If any grievance hearing is scheduled during working hours, employees who are a party in interest and witnesses testifying to the grievance while actually testifying or actively participating in the hearing will be excused to attend session without loss of pay.

L. Year-end Grievances

If a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

ARTICLE 19 - COMPLAINT PROCEDURE

A complaint is a negative remark or criticism made against an employee. It is the intent of this Agreement to provide a complaint procedure, which will handle such complaints expeditiously and fairly.

A. If a complaint is made against a district employee to an administrator, or supervisor, such complaint shall be processed under the following circumstances:

1. If the administrator or supervisor intends to make a record in the evaluation report of a complaint received concerning an employee.

2. If the administrator or supervisor intends to place a record of such complaint in the employee's personnel file, or take any disciplinary action against the employee.

B. Procedural Requirements

1. Level One

In compliance with A.1. above, a conference between the administrator or supervisor shall be held with the employee, and Association representative if desired, within ten (10) working days after the complaint is made. The complaint shall be identified. The complaint shall be available to the employee, in writing, at the time of the conference. The date the complaint was filed with the district shall be provided to the employee. The employee may request a meeting with the complainant to hear the complaint directly. The administrator or supervisor must attempt to resolve the matter to the satisfaction of all parties.

Level Two

If the complaint is not resolved at Level I, then the employee shall have the right to require a meeting with the complainant and hear the complaint directly. The administrator or supervisor must attempt to resolve the matter to the satisfaction of all parties. If the complainant refuses to meet with the employee the matter shall be closed, unless the administrator reasonably believes that the alleged action of the employee in the complaint violates law, rule or policy, then the administrator may proceed with the investigation of the complaint, after informing the employee of this decision.

2. Employees against whom complaints are filed shall be informed in writing of the disposition of such complaint within fifteen (15) working days.

If the District needs additional time to complete the investigation, an automatic 5 school day extension will be granted upon written notification stating the reasons for the extension. Any additional extensions must be requested in writing to the Association.

- a. Additional extension requests must state the reasons for the extension request.
- b. Approval of such requests will not be unreasonably withheld by the Association.
- c. It is understood that an additional extension will automatically be granted by the Association if the District investigation is dependent upon completion of an investigation by the police department, DHS or other law enforcement agency and notice of the outside agency investigation is provided to the Association.

- C. Any complaint that the administrator or supervisor chooses not to discuss with the employee or which is not discussed within the required time shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the district. Oral complaints shall not be considered.

- D. The employee has the right to representation at all levels of this procedure.

ARTICLE 20 - REDUCTION IN FORCE

A. General Provisions

1. Definitions

- a. Classification - individual job titles as contained in the Job Description Handbook.
- b. Layoff - involuntary termination of employment or reduction in hours not a result of disciplinary action. For clarification of how reduction in force applies to transportation employees see Article 21 C.
- c. Seniority - total length of continuous service as a classified employee within the District since his or her last date of hire. For accounting purposes all authorized paid leaves shall be computed as time worked. Employees who are laid off and subsequently reinstated through the recall process shall retain cumulative seniority for all periods worked except for the period of layoff.

2. Employees who are to be laid off shall be notified at least fifteen (15) working days prior to the effective date thereof. The Association shall also receive notification and such notice shall include:

- a. The cause of layoff;
- b. The names of the employees affected;
- c. The order of layoff;
- d. The dates used for the determination of seniority.

B. Layoff

Layoff will be by inverse order of seniority with the District within the classification affected by the layoff. In determining the order of layoff, employee(s) within the classification affected by the layoff who are on a plan of assistance at the time of layoff may be laid off first.

C. Right to Retreat

If an employee who is affected by layoff, previously served in a lower classification than the one of current assignment, and received favorable evaluations in that position and if he or she possesses greater District seniority than other employees not otherwise slated for layoff the employee upon request shall be allowed to displace or “bump” less senior employees in the lower classification.

D. Recall

1. At the time of layoff the District shall provide laid off employees the opportunity to express in writing a desire to return to the District. Failure to make such request within ten (10) working days will eliminate the District's responsibility for recall.
2. No new employees shall be hired in a job classification from which employees have been laid off until all qualified employees laid off from that classification, a higher classification or as qualified (at sole discretion of the District), have had an opportunity to return to work.
3. When job openings become available, laid off employee(s) within the affected job classification shall be returned in the inverse order in which they are laid off. However, the District shall be under no obligation to offer a laid off part time employee a full time position.
4. In the event of recall, the District shall notify the employee by certified letter at the last address filed in writing with the District Personnel Office.
5. The assumption will be made that an offer for a position is rejected if:
 - a. The laid off employee or his/her agent does not respond within fourteen (14) calendar days of receipt of a job offer.
 - b. After accepting a position, the recalled employee does not report to work on the specified reporting date, unless disabled. Such reporting date shall be not less than fourteen (14) calendar days after the date of receipt of an offer of a position.
 - c. If the laid off employee cannot be reached (post office return of certified letter) at his or her address of record as maintained in the District Personnel Office.
6. A laid off employee who refuses a position for which the employee is qualified, and that is in the same classification, and is at least equal in hourly rate of pay and hours per day or is in the same category (full time or part time for all other employees) as the position that was held prior to the layoff will thereafter be considered only as a new hire.
7. Except as provided above, all employees shall remain on the recall list and be eligible for recall for 27 months from the date of the layoff.
8. The District will continue to contribute the premiums for insurance coverage in accordance with Article 15 to all eligible employees who are laid off through the month following the month in which the layoff occurs pursuant to the rules of the carrier. Eligible employees can then purchase the District insurance at the group rate at their own expense if consistent with the rules of the carrier.

ARTICLE 21 - TRANSPORTATION

A. Definitions

1. Bus Driver: A member of the bargaining unit who drives students in a school bus from home to school and/or school to home.
2. Activity Driver: A member of the bargaining unit who primarily drives students to and/or from activities, substitutes on bus routes and participates in other duties that a regular route driver is required to do.
3. Utility Bus Driver: A member of the bargaining unit who has the responsibility to fill in on all types of bus routes and participates in fueling and other duties that a regular driver is required to do.
4. Seniority shall be defined as the amount of continuous time worked for the district as a bus driver in categories 1, 2 and 3 above.
5. Substitute, temporary, and extra duty definitions are found in Article 1.
6. New Route: Any newly established route that did not previously exist.
7. Open Route: Any route that was vacated that the District intends to fill.

B. General

1. With transportation Supervisor approval: The drivers who need to attend meetings or meet with principals or take random drug testing shall be compensated at his/her regular rate of pay. Time delays such as breakdowns, traffic delays will be compensated at his/her regular rate of pay.
2. Any meeting and or class required by the District will be paid at the driver's regular rate of pay.
3. School cancellation will be decided before 6:00 a.m. when possible. If a decision is not made by that time, route drivers who have attended their vehicle will be paid two (2) hour's wages. Drivers who are required to return to work not at their scheduled time, will receive a minimum of 2 hours pay.
4. Any required physical, vision, hearing exams, or drug alcohol exams required by the school bus standards, and the time to complete them, will be fully paid by the District. These will be completed during the employees normal contracted work hours. If the District wants these to occur outside the employee's normal contracted work hours, the employee and the supervisor may mutually agree prior to beginning the process. The District reserves the right to determine the physician to perform the exam. If the employee chooses another physician, that physician must be able to assess the employee in accordance with ODE/ODOT regulations. The District will pay a predetermined amount with the balance paid by the employee should the employee elect that option. If the employee chooses another physician, it is the employee's obligation to inform the District in advance of the appointment.

5. The DMV fee incurred by the employee for the first set of tests for the commercial drivers' license shall be reimbursed by the District.
6. Extra hours (defined as periodically available hours other than activity trips and bus fueling) will be assigned first to available on duty staff and then to available drivers who have expressed an interest in being assigned such hours on a rotating, seniority basis, as long as such hours will not result in overtime compensation. A copy of this rotating seniority list shall be kept on the drivers' bulletin board and shall be kept current.
 1. Drivers may request temporary removal from extra driving assignments for a particular period of time, for a specific approved reason (e.g. medical appointments, classes etc.). The Transportation Supervisor will review and approve such requests on a case by case basis.

C. Scheduled Bus Routes

1. Drivers shall report for scheduled runs 15 minutes prior to the routes' scheduled departure time in the morning, and 10 minutes prior to the routes' scheduled departure in the afternoon. Compensation shall begin upon designated reporting time.
2. As new or open routes become available, drivers shall have the opportunity to request, through the established Human Resources application process, the available route. These routes will be offered by seniority.
3. In August 2019, the Transportation Supervisor will provide a current list of available SPED and regular routes and a current SPED and regular route seniority list. A notification of the final "bidding meeting" will be given to all drivers and the Association President at least one week in advance of the bidding meeting. It is understood that the final route as presented at the bid may be subject to change from what was provided one week in advance. For this final bid, each bus driver (or their proxy) will pick a route in the order of SPED or regular bus driver seniority until all routes have been assigned. If a proxy is used, drivers will provide written notification designating their proxy to the Transportation Supervisor prior to the bidding meeting. Drivers who are not present in person (or represented by proxy), when it is their time to select a route, will be assigned the route with the most hours remaining. After the final bid in August 2019, all selected routes will remain the same from year to year unless a new or open route becomes available and a driver applies for and is granted that route through the established Human Resources application process.
4. The buses will be fully cleaned and ready at the beginning of each school year. If the drivers are needed to clean school buses, they will be paid at their regular rate.
5. Layoff as defined in Article 20 A. 1. b. does not include a reduction of hours resulting from the bus route bidding and route assignment process described above. It would be defined as a layoff if management decides to eliminate a route position or reduce route hours by thirty (30) minutes per day outside of the route bidding or route assignment process.

6. All Regular routes shall consist of a minimum of five (5) hours per day and all SPED routes shall consist of a minimum of six and one-half (6.5) hours per day. Upon mutual agreement between the driver and the supervisor, a driver may work less than the minimum hours listed.
7. Upon mutual agreement between the drivers and the supervisor, drivers may share routes. For example, one driver may drive the morning route and another driver may drive the afternoon route. Neither driver shall be eligible for health insurance benefits unless:
 - a) A morning or afternoon route is four (4) hours or more.
 - b) A morning or afternoon route is combined with another District position where the total hours worked daily is four (4) hours or more.

D. Activity Trips

1. Activities will be assigned to the activity drivers on a seniority basis. Activity driver assignments shall be based on the following factors set out in order of priority:
 - a. Assigning drivers their 'report to work agreement, weekly hours', with an effort to avoid overtime;
 - b. Assigning the longest trips to the most senior driver;
 - c. Assigning them trips prior to assigning routes, or secondary tasks to fulfill their agreed to weekly hours; and
 - d. Assigning days off in a row whenever possible,
3. Activity drivers shall report for an activity 15 minutes prior to scheduled departure from the bus shop. Compensation shall begin upon reporting and will include cleanup time.
4. When activity drivers are not available for trips, route drivers (who meet the driving qualifications for the activity trip) whose regular route will not conflict with the activity trip, will be offered these activity trips on a rotating seniority basis as long as they sign up, and overtime pay is not a result of the trip. Drivers who have expressed an interest shall be offered the trip. A copy of this rotating seniority list shall be kept on the drivers' bulletin board and shall be kept current.
5. Activity trips that have been canceled and the driver not having been notified of the cancellation reports to work, he/she shall receive two (2) hours (or hours equivalent to the length of the trip if less than two (2) hours) of their rate of pay.
6. Multiple Day Trips – If a trip is longer than one (1) day, the driver's hours will start when they are required to check out of their motel or when they are called back to duty (whichever comes first).
7. Meal Reimbursement- Activity Drivers will receive reimbursement for meals on activity trips of three (3) hours or more when the designated meals time (6:00 am, noon and 7:00 pm) occurs during the trip and shall be paid at a rate of \$10 per meal.
8. A reduction in hours in a 'report to work agreement, weekly hours' shall constitute a layoff as defined in Article 20 A.1.b.

9. Activity trips shall be paid at the driver's regular rate of pay for the first eight (8) hours of work. Any time worked after eight (8) hours in a day will be paid at time and one-half. On trips lasting longer than fifteen (15) hours, the driver will be on off-duty time as required (ORS 581-053-0031). Off-duty time in a motel will be paid at a flat rate of \$70.00. In addition, off-duty time will not be considered as hours counted in computing overtime hours on the activity trip.
- E. District Non-Student Contact Days/Times
1. For routes that run on these days, first consideration will be given to the regularly scheduled driver for those students. This stipulation is for these days that occur during the school year.
 2. Any driver whose bus route covers a school that is closed for the day (or a series of days) for non-student contact days/times shall be provided training or other Transportation related work during the time the employee would have been driving. The employee may choose to take available paid leave, or unpaid leave on those day(s) at their discretion.
- F. Transportation Staff Development
1. Recertification Training- transportation staff will receive necessary recertification training annually in August and will be paid for the number of hours necessary to be recertified. Any hours attended during the recertification training that are not necessary for recertification will be voluntary and staff will not be paid for these hours.
 2. Return-to-Work Training- transportation staff will be required to attend and will be paid for an 8 hour return to work training day prior to the beginning of the school year to receive necessary updates and other training necessary to begin the school year.
 3. Required training- transportation staff may be required to attend (and will be paid for) one additional four (4) hour training during the school year. This may be broken up into increments of less than four (4) hours, and shall be held during an employee's normally contracted shift(s).
 4. Each bus driver will be provided with a binder that includes all protocols. Updated protocols will be given to drivers to put into their binders. New drivers will receive a new binder with all updated protocols. Binders will be separated by topic and will be in date order. In addition, the Association President will be provided with a copy of the binder and any updates in protocol.
- G. Summer Hours
1. Summer hours shall be first offered to bargaining unit members who have expressed an interest in writing in summer hours. These hours shall be offered by seniority.

ARTICLE 22 - NCLB/ESEA

- A. The superintendent or designee, Personnel Director, GPACE President, and the Uniserv Consultant will meet on an as needed basis as determined by either the District or Association to

review NCLB/ESEA progress as related to the roll out of issues and effects on classified staff. The purpose of the committee would be to problem solve those issues related to federal and state guidelines and requirements of the NCLB/ESEA.

ARTICLE 23 - NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into negotiations for a successor agreement no later than March 31 of the final year of this Agreement. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

B. Modification

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

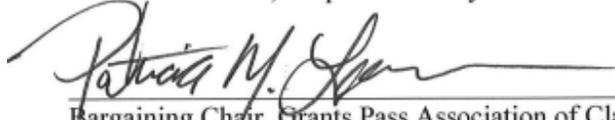
ARTICLE 24 – SEPARABILITY

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, and the parties shall engage in expedited negotiations, per ORS 243.698, for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE 25 – TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2019, and shall be binding upon the Board, the Association, and their members and shall remain in full force and effect through June 30, 2025. The contract will be reopened between January 31 and March 31, 2021 to negotiate Articles 14 and 15, and either party may also raise up to two additional contractual issues as part of the same negotiation process. The contract will also be reopened between January 31 and March 31, 2023 to negotiate Articles 14 and 15 and either party may raise up to three additional contractual issues as part of the same negotiation process.

In witness thereof, the parties hereby affix their signatures.



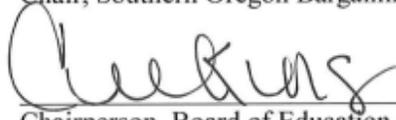
Bargaining Chair, Grants Pass Association of Classified Employees

6-13-23
Date



Chair, Southern Oregon Bargaining Council

6/13/23
Date



Chairperson, Board of Education Grants Pass School District #7

6.13.23
Date

Appendix 1 – Days to Work

By June 1st of each year, the District shall provide the Association with completed days to work calendars for the subsequent year. These calendars shall then become part of this agreement, and shall be available on the District website.

APPENDIX 2A - GRANTS PASS SCHOOL DISTRICT NO. 7
2023-2024 SALARY SCHEDULE with 4.2% COLA and 3.4% Steps

Schedule 04	Row	1	2	3	4	5	6	7	8	9	10	11	12
FS ASST/UTILITY	1	\$14.61	\$15.11	\$15.63	\$16.16	\$16.71	\$17.27	\$17.86	\$18.47	\$19.10	\$19.75	\$20.42	\$21.11
FS ASST MGR	2	\$15.23	\$15.75	\$16.28	\$16.84	\$17.41	\$18.00	\$18.61	\$19.25	\$19.90	\$20.58	\$21.28	\$22.00
FS MGR II	3	\$16.79	\$17.36	\$17.95	\$18.57	\$19.20	\$19.85	\$20.52	\$21.22	\$21.94	\$22.69	\$23.46	\$24.26
FS MGR III	4	\$17.53	\$18.12	\$18.74	\$19.38	\$20.03	\$20.72	\$21.42	\$22.15	\$22.90	\$23.68	\$24.49	\$25.32
Schedule 05													
SECRETARY	2	\$15.50	\$16.02	\$16.57	\$17.13	\$17.71	\$18.32	\$18.94	\$19.58	\$20.25	\$20.94	\$21.65	\$22.39
BOOKKEEPER	3	\$15.78	\$16.32	\$16.88	\$17.45	\$18.04	\$18.66	\$19.29	\$19.95	\$20.62	\$21.33	\$22.05	\$22.80
OFFICE MGR	5	\$17.98	\$18.60	\$19.23	\$19.88	\$20.56	\$21.26	\$21.98	\$22.73	\$23.50	\$24.30	\$25.13	\$25.98
EDUCATIONAL ASSISTANT	6	\$14.90	\$15.41	\$15.93	\$16.47	\$17.03	\$17.61	\$18.21	\$18.83	\$19.47	\$20.13	\$20.82	\$21.53
PROGRAM ASSISTANT	7	\$15.50	\$16.02	\$16.57	\$17.13	\$17.71	\$18.32	\$18.94	\$19.58	\$20.25	\$20.94	\$21.65	\$22.39
LIBRARY MANAGER	9	\$16.84	\$17.41	\$18.00	\$18.61	\$19.24	\$19.90	\$20.58	\$21.28	\$22.00	\$22.75	\$23.52	\$24.32
SPEC ED UTILITY	10	\$17.76	\$18.36	\$18.98	\$19.63	\$20.30	\$20.99	\$21.70	\$22.44	\$23.20	\$23.99	\$24.81	\$25.65
REGISTRAR	11	\$17.39	\$17.98	\$18.59	\$19.22	\$19.88	\$20.55	\$21.25	\$21.97	\$22.72	\$23.49	\$24.29	\$25.12
SPEC ED EDUC ASST	12	\$15.59	\$16.12	\$16.67	\$17.24	\$17.82	\$18.43	\$19.06	\$19.70	\$20.37	\$21.07	\$21.78	\$22.52
SPEC ED SITE BASED	13	\$17.76	\$18.36	\$18.98	\$19.63	\$20.30	\$20.99	\$21.70	\$22.44	\$23.20	\$23.99	\$24.81	\$25.65
SPEC ED CLERICAL /SECRETARY	14	\$15.78	\$16.32	\$16.88	\$17.45	\$18.04	\$18.66	\$19.29	\$19.95	\$20.62	\$21.33	\$22.05	\$22.80
SP PATHOLOGY ASST	15	\$23.65	\$24.45	\$25.28	\$26.14	\$27.03	\$27.95	\$28.90	\$29.88	\$30.90	\$31.95	\$33.04	\$34.16
GED COORDINATOR	16	\$15.59	\$16.12	\$16.67	\$17.23	\$17.82	\$18.42	\$19.05	\$19.70	\$20.37	\$21.06	\$21.78	\$22.52
LICENSED PRACTICAL NURSE	17	\$26.55	\$27.45	\$28.39	\$29.35	\$30.35	\$31.38	\$32.45	\$33.55	\$34.69	\$35.87	\$37.09	\$38.35
EL ASSISTANT/FAMILY LIAISON	18	\$17.76	\$18.36	\$18.98	\$19.63	\$20.30	\$20.99	\$21.70	\$22.44	\$23.20	\$23.99	\$24.81	\$25.65
ATHLETIC TRAINER	19	\$23.65	\$24.45	\$25.28	\$26.14	\$27.03	\$27.95	\$28.90	\$29.88	\$30.90	\$31.95	\$33.04	\$34.16
NB CORRECTION ED ASSISTANT	20	\$17.77	\$18.37	\$19.00	\$19.64	\$20.31	\$21.00	\$21.72	\$22.46	\$23.22	\$24.01	\$24.83	\$25.67
NB OFFICE MANAGER	21	\$19.70	\$20.37	\$21.06	\$21.78	\$22.52	\$23.28	\$24.08	\$24.89	\$25.74	\$26.62	\$27.52	\$28.46
NB COLLEGE & CAREER ADVOCATE	22	\$15.48	\$16.01	\$16.55	\$17.11	\$17.70	\$18.30	\$18.92	\$19.56	\$20.23	\$20.91	\$21.63	\$22.36
Schedule 06													
BUS DRIVER	1	\$21.36	\$22.09	\$22.84	\$23.61	\$24.42	\$25.25	\$26.11	\$26.99	\$27.91	\$28.86	\$29.84	\$30.86
BUS TRAINER	2	\$24.49	\$25.32	\$26.18	\$27.07	\$27.99	\$28.94	\$29.93	\$30.94	\$32.00	\$33.08	\$34.21	\$35.37
TRANS/FIELD COORDI	3	\$25.11	\$25.97	\$26.85	\$27.76	\$28.71	\$29.68	\$30.69	\$31.73	\$32.81	\$33.93	\$35.08	\$36.28
BUS MONITOR	4	\$17.76	\$18.36	\$18.98	\$19.63	\$20.30	\$20.99	\$21.70	\$22.44	\$23.20	\$23.99	\$24.81	\$25.65
Schedule 07													
TRAN SERVICE	1	\$16.97	\$17.55	\$18.15	\$18.76	\$19.40	\$20.06	\$20.74	\$21.45	\$22.18	\$22.93	\$23.71	\$24.52
MECHANIC II	2	\$20.51	\$21.21	\$21.93	\$22.68	\$23.45	\$24.25	\$25.07	\$25.92	\$26.80	\$27.72	\$28.66	\$29.63
LEAD MECHANIC	3	\$23.51	\$24.31	\$25.14	\$25.99	\$26.87	\$27.79	\$28.73	\$29.71	\$30.72	\$31.76	\$32.84	\$33.96
Schedule 08													
CUSTODIAN	3	\$16.90	\$17.47	\$18.07	\$18.68	\$19.32	\$19.97	\$20.65	\$21.36	\$22.08	\$22.83	\$23.61	\$24.41
HEAD CUSTODIAN II	5	\$18.43	\$19.06	\$19.71	\$20.38	\$21.07	\$21.79	\$22.53	\$23.29	\$24.09	\$24.90	\$25.75	\$26.63
HEAD CUSTODIAN III	6	\$19.17	\$19.83	\$20.50	\$21.20	\$21.92	\$22.66	\$23.43	\$24.23	\$25.05	\$25.91	\$26.79	\$27.70
Schedule 09													
MAINTENANCE	3	\$20.48	\$21.18	\$21.90	\$22.64	\$23.41	\$24.21	\$25.03	\$25.88	\$26.76	\$27.67	\$28.61	\$29.59
WAREHOUSE/FOOD DIS	4	\$20.48	\$21.18	\$21.90	\$22.64	\$23.41	\$24.21	\$25.03	\$25.88	\$26.76	\$27.67	\$28.61	\$29.59
Schedule 10													
CAMPUS SEC SUPVR	1	\$20.14	\$20.83	\$21.53	\$22.27	\$23.02	\$23.81	\$24.62	\$25.45	\$26.32	\$27.21	\$28.14	\$29.09
ATTENDANCE SUPVR	2	\$15.78	\$16.32	\$16.88	\$17.45	\$18.04	\$18.66	\$19.29	\$19.95	\$20.62	\$21.33	\$22.05	\$22.80
DETENTION SUPERVSIOR	3	\$20.14	\$20.83	\$21.53	\$22.27	\$23.02	\$23.81	\$24.62	\$25.45	\$26.32	\$27.21	\$28.14	\$29.09
Schedule 11													
COMPUTER TECH	1	\$24.43	\$25.26	\$26.12	\$27.00	\$27.92	\$28.87	\$29.85	\$30.87	\$31.92	\$33.00	\$34.12	\$35.28
COMPUTER TECH II	2	\$25.72	\$26.60	\$27.50	\$28.44	\$29.40	\$30.40	\$31.44	\$32.51	\$33.61	\$34.75	\$35.94	\$37.16
NETWRK ADM/SYS ANA	3	\$28.76	\$29.74	\$30.75	\$31.80	\$32.88	\$34.00	\$35.15	\$36.35	\$37.58	\$38.86	\$40.18	\$41.55
Schedule 12													
PRODUCTION I	2	\$14.88	\$15.39	\$15.91	\$16.45	\$17.01	\$17.59	\$18.19	\$18.80	\$19.44	\$20.10	\$20.79	\$21.49
PRODUCTION II	3	\$15.67	\$16.20	\$16.75	\$17.32	\$17.91	\$18.52	\$19.15	\$19.80	\$20.47	\$21.17	\$21.89	\$22.63
PRODUCTION III	4	\$16.38	\$16.94	\$17.51	\$18.11	\$18.72	\$19.36	\$20.02	\$20.70	\$21.40	\$22.13	\$22.88	\$23.66

APPENDIX 2B - GRANTS PASS SCHOOL DISTRICT NO. 7
2024-2025 SALARY SCHEDULE with 4.2% COLA and 3.4% Steps

Schedule 04	Row	1	2	3	4	5	6	7	8	9	10	11	12
FS ASST/UTILITY	1	\$15.22	\$15.74	\$16.28	\$16.83	\$17.40	\$17.99	\$18.61	\$19.24	\$19.89	\$20.57	\$21.27	\$21.99
FS ASST MGR	2	\$15.87	\$16.41	\$16.97	\$17.54	\$18.14	\$18.76	\$19.40	\$20.05	\$20.74	\$21.44	\$22.17	\$22.92
FS MGR II	3	\$17.50	\$18.09	\$18.71	\$19.34	\$20.00	\$20.68	\$21.38	\$22.11	\$22.86	\$23.64	\$24.44	\$25.27
FS MGR III	4	\$18.27	\$18.89	\$19.53	\$20.19	\$20.88	\$21.59	\$22.32	\$23.08	\$23.87	\$24.68	\$25.52	\$26.39
Schedule 05													
SECRETARY	2	\$16.15	\$16.70	\$17.27	\$17.86	\$18.46	\$19.09	\$19.74	\$20.41	\$21.10	\$21.82	\$22.56	\$23.33
BOOKKEEPER	3	\$16.44	\$17.00	\$17.58	\$18.18	\$18.80	\$19.43	\$20.10	\$20.78	\$21.49	\$22.22	\$22.97	\$23.75
OFFICE MGR	5	\$18.74	\$19.37	\$20.03	\$20.71	\$21.42	\$22.14	\$22.90	\$23.68	\$24.48	\$25.31	\$26.17	\$27.06
EDUCATIONAL ASSISTANT	6	\$15.53	\$16.05	\$16.60	\$17.16	\$17.75	\$18.35	\$18.97	\$19.62	\$20.29	\$20.98	\$21.69	\$22.43
PROGRAM ASSISTANT	7	\$16.15	\$16.70	\$17.27	\$17.86	\$18.46	\$19.09	\$19.74	\$20.41	\$21.10	\$21.82	\$22.56	\$23.33
LIBRARY MANAGER	9	\$17.55	\$18.14	\$18.76	\$19.40	\$20.06	\$20.74	\$21.45	\$22.17	\$22.93	\$23.71	\$24.51	\$25.35
SPEC ED UTILITY	10	\$18.51	\$19.14	\$19.79	\$20.46	\$21.15	\$21.87	\$22.62	\$23.39	\$24.18	\$25.00	\$25.85	\$26.73
REGISTRAR	11	\$18.12	\$18.74	\$19.37	\$20.03	\$20.71	\$21.42	\$22.15	\$22.90	\$23.68	\$24.48	\$25.31	\$26.18
SPEC ED EDUC ASST	12	\$16.24	\$16.80	\$17.37	\$17.96	\$18.57	\$19.20	\$19.85	\$20.53	\$21.23	\$21.95	\$22.69	\$23.47
SPEC ED SITE BASED	13	\$18.51	\$19.14	\$19.79	\$20.46	\$21.15	\$21.87	\$22.62	\$23.39	\$24.18	\$25.00	\$25.85	\$26.73
SPEC ED CLERICAL /SECRETARY	14	\$16.44	\$17.00	\$17.58	\$18.18	\$18.80	\$19.43	\$20.10	\$20.78	\$21.49	\$22.22	\$22.97	\$23.75
SP PATHOLOGY ASST	15	\$24.64	\$25.48	\$26.35	\$27.24	\$28.17	\$29.13	\$30.12	\$31.14	\$32.20	\$33.30	\$34.43	\$35.60
GED COORDINATOR	16	\$16.24	\$16.80	\$17.37	\$17.96	\$18.57	\$19.20	\$19.85	\$20.53	\$21.23	\$21.95	\$22.69	\$23.47
LICENSED PRACTICAL NURSE	17	\$27.67	\$28.61	\$29.58	\$30.58	\$31.62	\$32.70	\$33.81	\$34.96	\$36.15	\$37.38	\$38.65	\$39.96
EL ASSISTANT/FAMILY LIAISON	18	\$18.51	\$19.14	\$19.79	\$20.46	\$21.15	\$21.87	\$22.62	\$23.39	\$24.18	\$25.00	\$25.85	\$26.73
ATHLETIC TRAINER	19	\$24.64	\$25.48	\$26.35	\$27.24	\$28.17	\$29.13	\$30.12	\$31.14	\$32.20	\$33.30	\$34.43	\$35.60
NB CORRECTION ED ASSISTANT	20	\$18.52	\$19.15	\$19.80	\$20.47	\$21.17	\$21.89	\$22.63	\$23.40	\$24.20	\$25.02	\$25.87	\$26.75
NB OFFICE MANAGER	21	\$20.52	\$21.22	\$21.94	\$22.69	\$23.46	\$24.25	\$25.08	\$25.93	\$26.81	\$27.72	\$28.67	\$29.64
NB COLLEGE & CAREER ADVOCATE	22	\$16.13	\$16.68	\$17.25	\$17.83	\$18.44	\$19.07	\$19.71	\$20.38	\$21.08	\$21.79	\$22.53	\$23.30
Schedule 06													
BUS DRIVER	1	\$22.26	\$23.01	\$23.80	\$24.61	\$25.44	\$26.31	\$27.20	\$28.13	\$29.08	\$30.07	\$31.09	\$32.15
BUS TRAINER	2	\$25.52	\$26.39	\$27.28	\$28.21	\$29.17	\$30.16	\$31.19	\$32.25	\$33.34	\$34.48	\$35.65	\$36.86
TRANS/FIELD COORDI	3	\$26.16	\$27.05	\$27.97	\$28.93	\$29.91	\$30.93	\$31.98	\$33.06	\$34.19	\$35.35	\$36.55	\$37.80
BUS MONITOR	4	\$18.51	\$19.14	\$19.79	\$20.46	\$21.15	\$21.87	\$22.62	\$23.39	\$24.18	\$25.00	\$25.85	\$26.73
Schedule 07													
TRAN SERVICE	1	\$17.68	\$18.28	\$18.91	\$19.55	\$20.21	\$20.90	\$21.61	\$22.35	\$23.11	\$23.89	\$24.70	\$25.54
MECHANIC II	2	\$21.37	\$22.10	\$22.85	\$23.63	\$24.43	\$25.26	\$26.12	\$27.01	\$27.93	\$28.87	\$29.86	\$30.87
LEAD MECHANIC	3	\$24.50	\$25.33	\$26.19	\$27.08	\$28.00	\$28.95	\$29.94	\$30.96	\$32.01	\$33.10	\$34.22	\$35.39
Schedule 08													
CUSTODIAN	3	\$17.61	\$18.21	\$18.83	\$19.47	\$20.13	\$20.81	\$21.52	\$22.25	\$23.01	\$23.79	\$24.60	\$25.44
HEAD CUSTODIAN II	5	\$19.20	\$19.86	\$20.53	\$21.23	\$21.95	\$22.70	\$23.47	\$24.27	\$25.09	\$25.95	\$26.83	\$27.74
HEAD CUSTODIAN III	6	\$19.98	\$20.65	\$21.36	\$22.08	\$22.83	\$23.61	\$24.41	\$25.24	\$26.10	\$26.99	\$27.91	\$28.85
Schedule 09													
MAINTENANCE	3	\$21.34	\$22.07	\$22.82	\$23.59	\$24.39	\$25.22	\$26.08	\$26.97	\$27.88	\$28.83	\$29.81	\$30.83
WAREHOUSE/FOOD DIS	4	\$21.34	\$22.07	\$22.82	\$23.59	\$24.39	\$25.22	\$26.08	\$26.97	\$27.88	\$28.83	\$29.81	\$30.83
Schedule 10													
CAMPUS SEC SUPVR	1	\$20.99	\$21.70	\$22.44	\$23.20	\$23.99	\$24.80	\$25.65	\$26.52	\$27.42	\$28.35	\$29.32	\$30.31
ATTENDANCE SUPVR	2	\$16.44	\$17.00	\$17.58	\$18.18	\$18.80	\$19.43	\$20.10	\$20.78	\$21.49	\$22.22	\$22.97	\$23.75
DETENTION SUPERVISOR	3	\$20.99	\$21.70	\$22.44	\$23.20	\$23.99	\$24.80	\$25.65	\$26.52	\$27.42	\$28.35	\$29.32	\$30.31
Schedule 11													
COMPUTER TECH	1	\$25.46	\$26.32	\$27.22	\$28.14	\$29.10	\$30.09	\$31.11	\$32.17	\$33.26	\$34.39	\$35.56	\$36.77
COMPUTER TECH II	2	\$26.80	\$27.71	\$28.65	\$29.63	\$30.64	\$31.68	\$32.75	\$33.87	\$35.02	\$36.21	\$37.44	\$38.71
NETWRK ADM/SYS ANA	3	\$29.97	\$30.99	\$32.04	\$33.13	\$34.26	\$35.42	\$36.63	\$37.87	\$39.16	\$40.49	\$41.87	\$43.29
Schedule 12													
PRODUCTION I	2	\$15.50	\$16.03	\$16.58	\$17.14	\$17.72	\$18.33	\$18.95	\$19.59	\$20.26	\$20.95	\$21.66	\$22.40
PRODUCTION II	3	\$16.33	\$16.88	\$17.46	\$18.05	\$18.66	\$19.30	\$19.96	\$20.63	\$21.34	\$22.06	\$22.81	\$23.59
PRODUCTION III	4	\$17.07	\$17.65	\$18.25	\$18.87	\$19.51	\$20.17	\$20.86	\$21.57	\$22.30	\$23.06	\$23.84	\$24.66

**APPENDIX 3
YCEP New Bridge**

Calendar	<p>The work year for members at New Bridge High School shall consist of 226 contract days:</p> <ul style="list-style-type: none"> ● 212 student contact days as required by ODE ● 5 in-service/staff development days ● 9 paid holidays – Labor Day, Veteran’s Day, Thanksgiving, Christmas, New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, and Fourth of July <p>The calendar must meet the operation of OYA; however it will include the identification of how breaks will be scheduled so that staff can plan for vacations with breaks consisting of at least 5-days of non-work days up to the ten (10) days allowed by the OYA contract.</p>
Early Retirement	<p>Full time bargaining unit members who were employed with the Three Rivers School District on June 30, 2006 will need to declare by October 1, 2023, whether they wish to receive the Early Retirement benefits listed in Article 17 or the Service Stipend payments described in Article 14, F. If they declare their intent to remain eligible for Early Retirement, they will not be entitled to receive Service Stipend payments described in Article 14, F. Members opting to remain eligible for Early Retirement will be eligible for the benefits described in Article 17 B,C,D,E.</p>
Longevity Stipends	<p>Members’ hire date will transfer from the Three Rivers School District to the Grants Pass School District. Members shall be eligible for longevity stipends listed in Article 14, Section F based on this hire date.</p>
Inclement Weather	<p>In the event of school closure due to inclement weather or other emergency, all New Bridge staff are required to report to work when safe to do so. If unable to do so, New Bridge staff may use personal or other leave as approved by administration, if available. In the event of a two-hour delay or school closure from the district, provided notice provisions were met, all New Bridge employees will report to work as if it is a two-hour delay unless it is not safe to travel and communicated with their administration.</p>

* If requirements from the Oregon Department of Education change (i.e. required instructional days, instructional hours), the district and association agree to enter into expedited bargaining.

*Members will be held harmless for their employment for the 23/24 year per the provisions of ORS 236.605 concerning the transfer of public employees.

MEMORANDUM OF UNDERSTANDING

Should one employee group receive more favorable Insurance language during the term of this contract, said language shall be applied to the GPACE contract with the same effective date. Should the certified bargaining unit receive more favorable Annual Salary Schedule increases during the term of this contract, said language shall be applied to the GPACE contract with the same effective date.

MEMORANDUM OF AGREEMENT
BETWEEN
SOUTHERN OREGON BARGAINING COUNCIL/GRANTS PASS ASSOCIATION OF
CLASSIFIED EMPLOYEES
AND
GRANTS PASS SCHOOL DISTRICT NO. 7

This memorandum is entered into on August 1, 2023, between the Southern Oregon Bargaining Council/Grants Pass Association of Classified Employees and the Grants Pass School District.

The District and Association agree that the following language regarding the insurance opt-out stipend be amended in the 2023-2025 collective bargaining agreement:

~~Insurance eligible employees who work more than 6 hours are eligible for incentive compensation equal to \$4,000 per year (or \$333.33 per month) and will be paid to each opt-out employee. Insurance eligible 4-6 hour opt-out classified employee compensation will be \$3,600 (or \$300 per month).~~

Each year of the contract, the opt-out stipend shall increase by the same percentage that the insurance cap increases.

Insurance eligible employees who work more than 6 hours are eligible for incentive compensation equal to \$4,124 in 2023-2024 broken down into equal monthly payments and will be paid to each opt out employee.

Insurance eligible 4-6 hour opt out classified employee compensation will be \$3,711.60 broken down into equal monthly payments.

In 2024-2025, insurance-eligible employees who work more than 6 hours are eligible for incentive compensation equal to \$4,251 broken down into equal monthly payments.

Insurance eligible 4-6 hour opt out classified employee compensation will be \$3,825.90 broken down into equal monthly payments.



Southern Oregon Bargaining Council

8/8/23
Date



Grants Pass Association of Classified Employees

8/8/23
Date



Grants Pass School District Superintendent

8/9/23
Date



Grants Pass School Board

8/8/23
Date

MEMORANDUM OF AGREEMENT
 BETWEEN
 SOUTHERN OREGON BARGAINING COUNCIL/GRANTS PASS ASSOCIATION OF
 CLASSIFIED EMPLOYEES
 AND
 GRANTS PASS SCHOOL DISTRICT NO. 7

This memorandum is entered into this on August 1, 2023 between the Southern Oregon Bargaining Council/Grants Pass Association of Classified Employees and the Grants Pass School District.

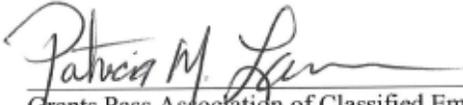
The District and Association agree to amend the pay for Production III as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
2023-2024	\$17.14	\$17.72	\$18.33	\$18.95	\$19.59	\$20.26	\$20.95	\$21.66	\$22.40	\$23.16	\$23.95	\$24.76
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
2024-2025	\$17.86	\$18.47	\$19.10	\$19.75	\$20.42	\$21.11	\$21.83	\$22.57	\$23.34	\$24.13	\$24.95	\$25.80



 Southern Oregon Bargaining Council

8/8/23
 Date



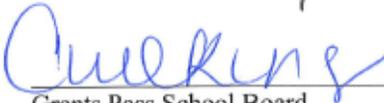
 Grants Pass Association of Classified Employees

8-8-23
 Date



 Grants Pass School District Superintendent

8/9/23
 Date



 Grants Pass School Board

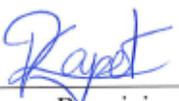
8/8/23
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MEMORANDUM OF AGREEMENT
BETWEEN
SOUTHERN OREGON BARGAINING COUNCIL/GRANTS PASS ASSOCIATION OF
CLASSIFIED EMPLOYEES
AND
GRANTS PASS SCHOOL DISTRICT NO. 7

This memorandum is entered into on July 27, 2023 between the Southern Oregon Bargaining Council/Grants Pass Association of Classified Employees and the Grants Pass School District.

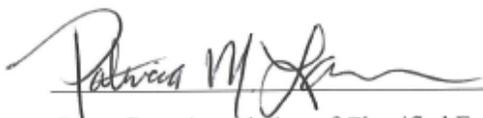
The District and Association agree to the following position description for the Special Education Utility Educational Assistant – Site Based Programs.

- 1) SPED Utility EAs are GPACE bargaining unit members who have the responsibility to fill in for any SPED EA who is absent in a Site-Based Program (Life Skills, Explorations, or PALS), or to fill a need in a Site Based program.
- 2) The Director of Special Services is the direct Supervisor for these members, and members will be notified in advance of their placements. Members are guaranteed at least 7.0 hours of work each contract day. If members begin their day at one site and end at another, they will be paid for their mileage in between sites.
- 3) If a SPED Utility EA is assigned to the same position for four weeks or more, the Director of Special Services shall notify GPACE at their monthly Labor Management meeting to discuss the placement and next steps.



Southern Oregon Bargaining Council

8/8/23
Date



Grants Pass Association of Classified Employees

8-8-23
Date



Grants Pass School District Superintendent

8/9/23
Date



Grants Pass School Board

8823
Date

MEMORANDUM OF AGREEMENT
BETWEEN
SOUTHERN OREGON BARGAINING COUNCIL/GRANTS PASS ASSOCIATION OF CLASSIFIED
EMPLOYEES
AND
GRANTS PASS SCHOOL DISTRICT NO. 7

This memorandum is entered into on August 1, 2023 between the Southern Oregon Bargaining Council/Grants Pass Association of Classified Employees and the Grants Pass School District.

The District and Association agree to amend Article 14 of the collective bargaining agreement as follows:

D. All members shall be paid by direct deposit. Members shall be paid on the 25th of each month. If the 25th falls on a weekend or a holiday, members shall be paid on the preceding workday, working day of each month, based on a 12-month employee calendar.

E. ~~Employees may, upon request, have their checks prorated for a 12-month period. Such request must be made prior to September 15; changes will not be honored until the following September 15. This option will not be available unless 10 or more employees request the prorating.~~

Members hired on or after June 30, 2023 who work less than 12-months shall be paid in twelve equal payments starting in September 2023. Members shall receive one paycheck on the 25th of each month from September through May. On June 25th, members shall receive three paychecks inclusive of compensation for June, July, and August.

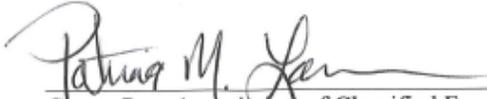
Members hired before June 30, 2023 who work less than 12 months shall have the option of moving to a 12-month pay schedule as outlined above. Members electing to move to a 12-month pay schedule must notify the Payroll Department by September 15, 2023. Members not selecting this option shall be paid on a 10-month pay cycle and shall receive one paycheck on the 25th of each month from September through June.

Members who work 12 months shall receive one paycheck on the 25th of each month from September through August.



Southern Oregon Bargaining Council

8/8/23
Date



Grants Pass Association of Classified Employees

8/8/23
Date



Grants Pass School District Superintendent

8/9/23
Date



Grants Pass School Board

8/8/23
Date

MEMORANDUM OF AGREEMENT
BETWEEN
SOUTHERN OREGON BARGAINING COUNCIL/GRANTS PASS ASSOCIATION OF
CLASSIFIED EMPLOYEES
AND
GRANTS PASS SCHOOL DISTRICT NO. 7

This memorandum is entered into this on August 1, 2023 between the Southern Oregon Bargaining Council/Grants Pass Association of Classified Employees and the Grants Pass School District.

The District and Association agree that to comply with SB 283, the following language in the 2023-2025 collective bargaining agreement shall be amended as follows:

ARTICLE 1 - RECOGNITION

The District recognizes the Association as the exclusive bargaining representative for all regular full-time and regular part-time classified employees employed by the District. Further, it is recognized that all administrators, licensed teachers and nurses, supervisors, confidential employees, substitutes, and temporary employees are specifically excluded from the bargaining unit.

In determining working days for purposes of this Article and Article 3, the employee's scheduled paid days shall be used, excluding any leave period of five (5) consecutive days or more.

~~A. Regular Employee Defined~~

~~A regular employee is defined as an employee who successfully completes the Probationary Period set out in Article 3, Section D.~~

A. Part Time Employee and Full Time Employee Defined

An employee that works less than 6.25 hours per day shall be considered to be a part-time employee. An employee that works 6.25 or more hours per day shall be considered to be a full-time employee.

B. Supervisors Defined

The following positions are agreed upon as supervisors: business office manager, data processing manager, fiscal manager, risk manager, food services supervisor, transportation supervisor, maintenance supervisor, custodial manager, purchasing and warehouse supervisor, and any other employee who fulfills the supervisory functions described in ORS 243.650(23).

C. Confidential Employee Defined

Pursuant to ORS 243.650(6), a confidential employee is one who assists in a confidential capacity to a person who formulates, determines, and effectuates management policy in the area of collective bargaining.

D. Substitute Employee Defined

Substitute employees are those employees temporarily replacing regular employees during temporary absences not to exceed ninety (90) consecutive calendar days per fiscal year. No employee benefits are provided and substitute positions will not be posted. However, in instances where a regular employee takes leave that extends beyond ninety (90) consecutive calendar days in a fiscal year, the district may engage a substitute employee provided that the employee will be paid on the regular employee salary schedule and receive sick leave and holiday benefits that would accrue to a regular employee. Receiving these specified regular bargaining unit benefits does not change the substitute nature of the position and the substitute employee has no contractual rights beyond the return date of the regular employee. In the event the regular employee vacates the position the District will post the position according to Article 6 Vacancies & Transfers. Substitute employees are not considered regular employees.

E. Temporary Employee and Positions Defined

Temporary employees and positions are defined as employees hired or positions filled for a specific period not to exceed the equivalent of ninety (90) working days. No employee benefits are provided except state mandated requirements. If the employee exceeds ninety (90) working days, the employee shall be considered a regular employee and shall be subject to all the terms and the conditions (except insurance) of the Collective Bargaining Agreement effective retroactively to the first date of service.

~~F. Probationary Employee Defined~~

~~Probationary employees are persons who are employed for a period of ninety (90) working days in the classification for which they were hired in accordance with Article 3.D, before achieving the status of a regular employee. During this probationary period, should the services of an employee be found unsatisfactory, he/she will be terminated. This termination is not subject to the grievance procedure. Once an employee achieves regular employee status they will not be considered a probationary employee again unless there is a break in service.~~

F. Overload Educational Assistant Defined

Those employees who are utilized for a specific building's class load. The parties recognize that this overload can change at the end of a grading period. Overload Educational Assistants do not receive any additional benefit except wages and leave accruals as a result of these hours being added to their employment. These hours will first be offered to qualified building employees who have expressed an interest in writing in accordance with Article 6 J., second to all qualified District employees who have expressed an interest in writing, and then posted in accordance with Article 6. These employees hired for overload shall not be subject to the provisions of Article 20, Sections B and C.

G. Extra Duty

Extra Duty will be defined as those duties not regularly performed, not covered by this agreement, and not currently listed on the salary schedule. Extra duty assignments shall be posted.

H. Subcontracting

Should the District decide to pursue subcontracting or privatization of existing bargaining unit work, the District shall comply with ORS 279A, 279B and 279C. The decision and the impact will be bargained in accordance with the expedited bargaining process set out in ORS 243.698.

I. Labor Management Committee

A Labor-Management Committee consisting of three members chosen by the Association and three members chosen by the District will, except as otherwise provided in this agreement, meet as requested by either party up to three (3) times annually for the purpose of discussing and resolving non-grievance issues or problems of mutual concern. Any member of the group may suggest items for the agenda. The District will support the committee by providing appropriate Labor-Management training and adequate release time for committee members.

ARTICLE 3 – EMPLOYEE RIGHTS

A. Association Representative

Investigatory Meetings- An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, the employee shall be granted reasonable time to obtain such representation.

Disciplinary Action Meetings- In the event disciplinary action is to be taken, the employee shall be advised by the administrator or supervisor of the right to representation under this provision of the Agreement prior to the action being taken. Employees not wanting representation will make this known in writing, a copy of which will be forwarded to the Association.

B. Confidentiality

Any criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings except as required by law.

C. Disciplinary Action(s)

No disciplinary action more than (3) years old shall be applied toward future disciplinary actions unless the same offense was committed during the next three (3) year period of time following the most recent disciplinary action.

~~D. Probationary Period~~

~~Classified new hires shall serve a probationary period of ninety (90) working days in which they shall demonstrate ability to perform the duties of the position for which they were hired.~~

~~During this probationary period, should the services of an employee be found unsatisfactory he/she will be terminated. Such termination is not subject to the grievance procedure.~~

D. Electronic Surveillance

Acknowledging that the primary purpose of electronic surveillance is to ensure the health, welfare and safety of all employees, students and visitors to district property, and to safeguard district facilities and equipment, The Board and Association agree that except as directed by law enforcement, the District shall notify all bargaining unit members that electronic surveillance may occur on district property before such surveillance is initiated. A classified employee will not be utilized or permitted to contact other classified employees regarding their conduct as seen on electronic surveillance. Electronic surveillance shall not be used as a substitute for, or in addition to, administrator/supervisor observation for evaluation purposes.

E. Member Safety

In the event any bargaining unit member suffers an injury due to attack, assault, overt physical act of violence, or inappropriate physical contact by a student(s) of the District, the member shall file an incident/accident report. Members may request a meeting with their administrator or designee to review the situation by selecting "yes" in the "request a meeting with your administrator or designee" section of the incident/accident report.

Filing an incident/accident report with this designation shall trigger a meeting between the member, a Union representative, and building principal or designee. Members shall not be required to work with that student(s) until such time that the meeting has been held to review the situation and determine next steps.

ARTICLE 10 - EVALUATION

- A. Each employee shall be appraised of their responsibilities. They shall be informed of the criteria upon which they will be evaluated and who is responsible for the evaluation. Classified evaluations shall be completed by administrative or non-bargaining unit supervisory staff of the District with relevant input from other staff.
- ~~B. During the probationary period (as defined in Article 3 Section D) probationary employees shall demonstrate ability to perform the duties of the position for which they were hired. At the expiration of the probationary period, if in the opinion of the employee's supervisor the employee is not performing the duties of the position satisfactorily, that employee will be dismissed. The District shall have the right to discharge any employee at any time during the probationary period and this right shall not be subject to the grievance procedure.~~
- B. All regular employees shall receive a written evaluation from their supervisor at least once every two years. The evaluation will be completed by May 15th of the school year in which it is prepared except in cases of unsatisfactory performance under Section E when the evaluation will be completed no later than the employee's last work day of the fiscal year.
- C. The evaluation will be discussed with the employee, signed by the supervisor, and a copy given to the employee. The employee's signature only reflects receipt of the evaluation, not agreement with the contents. The employee shall have the right to have a rebuttal attached to the evaluation and placed in the personnel file. The observations, findings and conclusions of the evaluator are not subject to grievance.

- D. In accordance with best practices, efforts shall be made to resolve unsatisfactory performance at the lowest level possible first. Examples include, speaking with an employee first, placing an employee on focused goals, and letters of expectation. This section shall not be the basis for a grievance.
- E. If in the opinion of the employee's supervisor, the services of an ~~regular~~-employee are unsatisfactory, the employee will be so notified and the following procedures will be implemented:
1. The District will:
 - a. Conduct a conference with the employee, the Association's representative if the employee so requests, and the supervisor;
 - b. Inform the employee orally and in writing of the deficiencies;
 - c. Detail the expectations of the supervisor;
 - d. Detail the assistance that will be provided by the District;
 - e. Inform the employee that the necessary improvements must be made within a specified number of working days, or that a recommendation will be made for dismissal.

If the deficiency is related to performance standards, the specified number of days shall be no less than 30 working days. If the deficiency is related to the Workplace Expectations (i.e., Attendance/Punctuality, Personal Appearance, Following Policy/Directives, or Safety Practices), then the specified number of days may be less than 30 working days.
 2. On the date specified to the employee at the initial meeting, the employee will again be notified orally and in writing as to his/her progress. If the improvement is not satisfactory, a recommendation may be made for dismissal and the reasons therefore furnished to the employee in writing. If satisfactory improvement has been made, the employee will be so advised in writing.
 3. If dismissal of the employee is recommended or effected by the supervisor, the procedures applicable in ORS 332.544 and 243.650 may be pursued. The procedures described in paragraph 3 are not subject to the Article 18 grievance procedure.
- G. No ~~regular~~-employee shall receive an overall "unsatisfactory" on their status recommendation without implementing the procedures outlined in Subsection E of this Article.
- H. Disputes over evaluation procedures can be resolved through the Article 18, Grievance Procedure.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

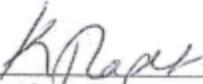
The District shall not discipline, reprimand, suspend, reduce in compensation, ~~or discharge~~, or dismiss any employee (~~other than probationary employees~~) without just cause (as defined in 46LA359 (1966) C. Dougherty, arbitration).

- A. Disciplinary action may be taken with respect to any employee for failing to fulfill his or her responsibilities as an employee. Any disciplinary action may be taken with respect to any

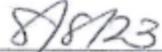
employee, if protested, shall be protested only as a grievance through the regular Article 18 grievance procedure. Information forming the basis for the disciplinary action shall be available to the employee at the time the disciplinary action is taken. Any disciplinary action shall be done in private, except as required by this Agreement or the law.

B. In the event of flagrant misconduct, the employee may be immediately placed on paid administrative leave from employment until such charges are investigated and a decision is made whether to continue or terminate employment. If the employee is cleared of the charges, the subject employee will be immediately reinstated without loss of pay or other benefits. If the charges are upheld, the termination date will be the date of being placed on paid administrative leave. The Investigation and decision concerning charges for an employee on paid administrative leave will not exceed 15 days from the time of the placement on paid administrative leave without the written consent of both the District and the Association; however, it is understood that an open ended extension will automatically be granted by the Association if the district investigation is dependent upon completion of an investigation by ODE, police department, DHS, or other law enforcement agency and notice of the outside agency investigation is provided to the Association.

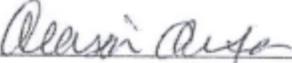
C. ~~Article 11 (Discipline and Discharge) shall have no application to any recommendation for dismissal made pursuant to section E of Article 10 (Evaluation) of this agreement.~~



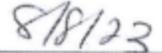
Southern Oregon Bargaining Council



Date



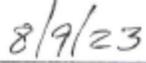
Grants Pass Association of Classified Employees



Date



Grants Pass School District Superintendent



Date



Grants Pass School Board



Date