

COLLECTIVE BARGAINING AGREEMENT

between

SOUTHERN OREGON ESD

and

OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER 104

2025-2027

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Article 1 - General Provisions

- 1.1 The term and duration of this Agreement is from July 1, 2025, through June 30, 2027.
- 1.2 The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for classified personnel included in the bargaining unit.
- 1.3 This Agreement is subject to all applicable existing and future laws and/or regulations of the State of Oregon, the United States of America, and any administrative agency of either. In the event that any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
- 1.4 Either the Board or the Association may give written notice to the other of its intent to amend, terminate, or modify the Agreement by January 15 before the Collective Bargaining Agreement expiration date. For 2026-2027, bargaining shall begin by February 1, 2027, with a second meeting to occur within thirty days or on a date mutually agreed upon by the parties.

Article 2 – Status of Agreement – Recognition

- 2.1 The District recognizes the Southern Oregon ESD Chapter #104 of the Oregon School Employees Association as the sole and exclusive bargaining representative for wages, hours, and condition of employment for all regular classified employees of the District. Employee definitions are as follows:

PERSONNEL DESIGNATION:

Personnel employed by the Education Service District whose service to the District is non-contractual; does not require licensing; is provided on an hourly, weekly or monthly basis; and when compensation for such services is based on an hourly, weekly, or monthly rate, shall be designated as non-contracted classified employees.

STATUS OF CLASSIFIED EMPLOYEES:

Regular classified employees are those who work half ($\frac{1}{2}$) time (twenty (20) hours per week) or more and who are hired for a period of six (6) months or more. Specifically excluded from this group are temporary employees hired for a period of less than six (6) months, confidential employees, part-time employees, substitute employees, federal work relief program employees, academically licensed, supervisory, managerial and students not directly hired by the District and a portion of whose salary is paid from sources outside the District.

ANNUAL EMPLOYEES:

Employees whose assignment is intended to be ongoing throughout the calendar year and are not provided with recess periods associated with the academic year.

ACADEMIC YEAR EMPLOYEES:

Those employees whose period of assignment corresponds to the academic year and are provided with recess periods associated with the academic year.

PROBATIONARY EMPLOYEES:

Those employees newly hired into the bargaining unit in a permanent position. Such employees shall serve a probationary period of six (6) months. For less than twelve (12)-month employees, the six (6) month probationary period shall not include summer recess.

TEMPORARY EMPLOYEES:

Those employees who are hired for a period of less than six (6) months. If hired in a regular status in the same position as employed in a temporary status, the date of hire shall be the date hired as a temporary for seniority purposes. Temporary employees hired into regular status shall be included in the bargaining unit. Temporary employees hired into regular status cannot grieve any discipline that occurred during the time they were in temporary status.

PART-TIME EMPLOYEES:

Those employees who work less than half ($\frac{1}{2}$) time (twenty (20) hours per week).

CONFIDENTIAL EMPLOYEES:

Those employees who assist and act in a confidential capacity to a person who formulates, determines and effectuates management policies in the area of collective bargaining.

SUBSTITUTE EMPLOYEES:

Those employees who are used to take the place of regular employees who are absent for short periods of time.

- 2.2 The above recognition of the right of the Association to represent the classified personnel in negotiations with the Board is not to be construed as obligating the Board in any way to continue any functions or policies. The Board reserves the right to create, combine or eliminate any position as in its judgment is deemed necessary.

Article 3 – Management Rights

- 3.1 It is recognized that the Board has and will continue to retain the authority to operate and manage the District and its programs, facilities, and properties within the scope of employment as provided by law.
- 3.2 Without limiting the generality of the foregoing, and not in conflict with Oregon laws and this Agreement, it is expressly recognized that the Board's operational and managerial authority and responsibility include:
- a. The right to determine location of and to provide the schools and other facilities of the Education Service District, including the right to establish new facilities and to relocate or close existing facilities.
 - b. The determination of the financial policies of the District including the general accounting procedures, control of the equipment and materials purchases and public relations.
 - c. The determination of management, supervisory and administrative organization of the District and the selection of employees for promotion to supervisory, management or administrative positions.
 - d. The maintenance of discipline and control and use of the District's properties and facilities.
 - e. The determination of safety, health, and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 - f. 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. If the District establishes a new rule that impacts a mandatory subject of bargaining, the District shall provide notice to the Association.
 - g. The direction and arrangement of all working forces in the District or school system, including the right to hire, suspend, discharge, discipline or transfer employees.
 - h. The creation, combination, modification, or elimination of any position deemed advisable by the Board.
 - i. 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.
 - j. The determination of the layout and equipment to be used and the right to plan, direct, and control activities of the District. Also, the determination of the means of accomplishing the various jobs in the system and the subjects to be taught.

- k. The right to establish and revise the calendar for the District; hours of employment, to schedule assignments and/or classes and assign workloads; to determine the number of workdays; and to select materials and equipment.
 - l. The right to make assignments for all programs of an extracurricular nature.
- 3.3 Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work, or shall require the District to continue in existence any present program in its present form and/or location or on any other basis. If the District desires to contract out, it will notify the Association in writing at least fifteen (15) business days prior to contracting services. The Association will have the opportunity for a meaningful discussion with the District over the proposal and its impact.
- 3.4 The foregoing enumeration of the Board functions shall not be considered to exclude other functions of the Board not specifically set forth, with the Board retaining all functions and rights to act, not specifically nullified by this Agreement.

Article 4 – Association Dues

- 4.1 The District agrees to deduct association dues from the wages of all employees, when authorized in writing by such employee.
- 4.2 The District agrees to honor existing dues authorization and to transmit all dues that are collected to the central (state) office of the Oregon School Employees Association. Authorization for payroll deduction will remain valid until revoked by the Association in writing.
- 4.3 By the tenth (10th) day after a new classified employee begins employment, the District shall provide the OSEA Chapter President, the OSEA Field Representative, and the OSEA Director of Fiscal Operations at classified@osea.org the following information for the new employee: name, last four digits of the social security number or the birthdate, date of hire, position title, worksite location, annual salary, number of calendared workdays, work phone number, personal phone number, work email, personal address, and personal email. Information shall be provided in an editable digital file format (Excel preferred).
- 4.4 Every one hundred and twenty (120) days, the District shall provide the OSEA Chapter President, the OSEA Field Representative, and the OSEA Director of Fiscal Operations at classified@osea.org the following information for all classified employees: name, last four digits of the social security number or the birthdate, date of hire, position title, worksite location, annual salary, number of calendared work days, work phone number, personal phone number, personal address, work email, and personal email. Names of those who have left employment with the district will be included. Information shall be provided in an editable digital file format (Excel preferred).
- 4.5 The Association agrees to indemnify and hold the District harmless against any and all claims, charges, damages, legal fees, costs, suits, orders, or judgments brought against the District as a result of the provisions of this Article.

Article 5 – Board Policy Changes

- 5.1 Prior to the adoption, amendment or discontinuance of board policies, the District agrees to furnish copies of the proposed policies to the Association and the Association shall have the right to be heard by the Board prior to adoption by the Board. In cases of actual emergency, the Board may adopt, amend or discontinue such policies without a prior hearing with immediate notification of such action to the Association.

Article 6 – No Strike/Lockout

- 6.1 The Association and members of the bargaining unit, as individuals or as a group, agree not to initiate, cause, permit, participate in, or join any strike, grievance strike, work stoppage, work slowdown, picketing, observance or other unit's pickets or any other restriction of work during work hours for the duration of this Agreement.
- 6.2 In the event employees in the bargaining unit allegedly violate Article 6 (6.1), the District shall serve notice to the officers of Chapter 104 and the employees of the alleged violation(s). Chapter 104, upon such notification, shall notify the employee(s) to cease and desist from the activity in question, and notify the District that it has so ordered the employee(s). Employees continuing the activities in question, after such notice, may be discharged or otherwise disciplined.
- 6.3 There will be no lockout of employees in the bargaining unit, by the District, as a consequence of any dispute arising during the period of this Agreement.

Article 7 – Association Rights

- 7.1 Facilities of the ESD buildings may be used for regular and Association meetings, provided that the meetings are not held during regular work hours and that the meetings do not interfere with other activities previously scheduled. Arrangement for building use shall be made using the same process as the public with a minimum of 24-hours notice. If an Association meeting is necessary during work hours, the Association will notify the Superintendent for approval with a minimum of 24-hours notice.

Bulletin Boards: Likewise, employees may utilize District equipment and bulletin boards for Association business when not in conflict with District activities. In addition, a link to OSEA's website will be made available to classified employees on the SOESD Staff page of the District's website. The Association will adhere to the District's policies and rules regarding computer usage, the e-mail system and internet access. The Association shall pay for the cost (at the District's cost) of all materials and supplies incidental to such use, and for any repairs that are beyond normal wear and tear.

- 7.2 Release Time for Designated Representatives: The Association shall be granted the equivalent of up to ten (10) days of non-accumulative leave per fiscal year, to be used by the Association representatives for Association business, using the established District leave procedure.
- 7.3 Designated Representatives may engage for a reasonable amount of time in Association work permitted under law during work time without loss of compensation, seniority, leave accrual, or any other benefits. The Association will provide the District with their list of Designated Representatives annually by September 1.

If the release time for Designated Representatives in Section 7.2 above has been exhausted, Association delegates can use available leave (Article 8 – e.g. vacation, discretionary) to attend the OSEA annual conference or the Association will reimburse the District for the employee's salary cost for those delegates who attend the annual conference.

- 7.4 Upon request and subject to its obligations under law, the Board agrees to furnish to the Association access to all information necessary for functioning as exclusive bargaining representative. The Association will furnish the District with all similar information.
- 7.5 Any employee in the bargaining unit who is engaged in negotiations on behalf of the Association with any representative of the Board or who is participating in any grievance hearing as a witness or party including arbitration, shall be released from regular duties during the hours in which the same are scheduled with the District, without a loss of salary.
- 7.6 New Employee Orientation

As long as required by law, the District will provide the designated Association representative with no less than thirty (30) minutes, and up to one-hundred- twenty (120) minutes to meet with new employees within thirty (30) calendar days from the date of hire to introduce the new employee(s) to the Association and the collective bargaining

agreement. This meeting shall be on regular work time without loss of compensation or benefits.

Article 8 – Leaves

8.1 Sick Leave

The ESD shall allow sick leave at full pay (based on the employee's regularly scheduled workday) for each classified employee at the rate of one day per month employed, or at least ten (10) days per school year, as per ORS 332.507. Sick leave shall be granted for personal illness or injury, or injury or illness within the employee's immediate family or any other allowable use pursuant to ORS 653.616. Sick leave shall not be taken in less than half (1/2) hour increments.

The immediate family is defined as the spouse, same-gender domestic partner, custodial parent, step- parent, non-custodial parent, the biological, adoptive or foster parent or child of the employee, parent- in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, brother, sister, brother-in-law, sister-in-law, any person living in the home of the employee, or a person with whom the employee is or was in a relationship of in loco parentis.

8.2 Bereavement Leave

The District will grant up to five (5) "normal" work days during the contract year with full pay for bereavement leave under the following conditions:

- (1) Bereavement leave applies in the event of the death of:
 - a. A member of the immediate family (spouse, child, parent son-or-daughter-in-law, father-in-law, brother, sister, grandparent, grandchild, brother or sister –in-law, step- parent, step-children, aunt, uncle, cousin or any other person living in the home.
 - b. During the two (2) year term of this Agreement the District may approve one time, per employee, up to an additional five (5) days of paid bereavement leave following the loss of another qualifying family member during the employee's work year. (This provision will not be subject to the grievance procedure during this two (2) year trial period.)
- (2) Any leave in excess of five (5) days shall be charged to accrued sick leave and/or vacation leave.
- (3) Bereavement leave is non-cumulative.
- (4) A "normal" work day is that number of hours the employee regularly works each day. In the case of employees who are on flex time or who do not work every day, the "normal" work day would be the number of hours regularly worked each week divided by five (5).

- (5) As soon as possible, an employee utilizing the bereavement leave provision, shall contact their immediate supervisor, the Superintendent or their designee, in advance so that the supervisor is aware of the absence.
- (6) Upon returning to work following absence, under provisions of bereavement leave, the employee shall sign a form and state the nature of the bereavement.
- (7) Employees shall be granted sufficient time off with pay to attend a local funeral of a friend, co-worker or student under these bereavement leave provisions.
- (8) The District shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leaves. The paid bereavement leave in this section shall run concurrently with leave under OFLA.

The definition of “family members” under OFLA is different than the definition of “immediate family” under Section 8.2 (1). The additional leave provided under OFLA will only apply for family members defined under the law.

8.3 Discretionary Leave

Whenever possible, an employee utilizing the discretionary leave provisions, shall contact their immediate supervisor, the Superintendent or their designee, in advance, so that the supervisor is aware of the absence.

- (1) Discretionary leave shall be granted to each classified employee who needs such leave, at the rate four (4) normal work days per contract year, usable in not less than one (1)-hour portions, and may be used in one-half (1/2) hour portions when the half-hour (1/2) is in conjunction with the use of one (1) or more hours. Employees may carry over up to one (1) day of discretionary leave from one year to the next for a maximum of five (5) days total in a contract year.
- (2) Employees will not be eligible to take discretionary leave until they have been employed three (3) months.
- (3) For annual employees not employed at the beginning of the fiscal year and not employed at the beginning of the academic year, the amount of discretionary leave available shall be prorated based on the number of months to be worked during the fiscal year, (July to June), and on the number of normal hours in a work day for that employee.

8.4 Professional Leave

Employees may attend conferences, workshops, or take a class for credit when approved in advance by their Supervisor (or designee) and Human Resources. Approval will be considered if the professional development program meets one (1) of following criteria: 1) The program aligns with the employees professional goal(s) as determined between the

employee and District for evaluative purposes; 2) relationship to the employee's immediate job performance and anticipated duties in the future; 3) aligns with the needs of the District; 4) individual growth adding to the employee's abilities, skills, job-related interests and professional growth.

If the District approves or directs an employee to attend a form of professional development, the District shall pay for the cost of the professional development and any travel, meals, and/or hotel accommodations. The employee will not have any loss of pay for the time they are absent from their normal assignment. Any additional hours beyond the employee's regular work hours must be pre-approved.

All requests for funds must be submitted and approved at least five (5) workdays in advance of the start of the professional development.

If Professional Leave is not approved or is denied for reimbursement by the Supervisor, the employee may request to attend by using their own discretionary leave or vacation time and paying for the event on their own. Decisions regarding professional leave by the District shall not be subject to the grievance process.

8.5 Legal Leave

An employee called for jury duty, or who has received a subpoena to testify in a court proceeding or at a legislative hearing, will receive full pay for the length of the jury or other service, except that part-time classified personnel shall receive pay only for that portion of the day that the employee regularly works. The compensation paid to an employee for the period of leave shall be reduced by the amount of compensation or witness fees received by the employee, excluding mileage reimbursement, for the services referred to above or the employee may turn such compensation directly over to the District without any consequent deduction in the employee's compensation. An employee called under the conditions listed under this paragraph shall not apply to any legal actions or proceedings to which the employee is a party. As an individual or by class determination, nor shall it apply to any instances when the employee's presence is not at the request of the District.

8.6 On-The-Job Injury Leave

(1) Workers' Compensation Payments

Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to reasonably perform duties, will, upon the employee's request, be allowed to use the employee's available sick leave time to compensate for the difference, if any, between their regular salary and temporary total disability compensation benefits received under the worker's compensation law. Payments of such difference shall be applied to the time loss but will not extend beyond the employee's available sick time. Whenever an employee receives a check from Workers' Compensation they shall certify in writing to the ESD the amount of the

check and the period for which it represents payment. Medical progress reports from the employee's doctor shall be required by the ESD.

8.7 Unpaid Leave of Absence

- (1) An unpaid leave of absence may be granted, at the District's discretion, for a period of one (1) year or less. The application for leave shall be filed with Human Resources and shall specify the reason for taking such leave. The District will determine approval of the leave and will notify the employee of the determination. An employee who takes an unpaid leave for the purpose of additional training may be advanced on the salary schedule as if they were present. In the case of all other leaves of six (6) months or more, the employee will not receive credit for advancement on the schedule. Unless agreed specifically in writing as part of the leave of absence procedure, the District does not and cannot guarantee immediate employment in the same job. The District will give preference to the employee returning from approved leave for the first opening for which the returnee is qualified. Temporary disabilities, including pregnancy, are covered by this section.
- (2) At Home Leave: An "at home" leave may be granted by mutual agreement of the District and the employee for rest or relaxation. Such a leave shall be without pay and may be for up to one (1) year in duration. The employee shall retain their position on the salary schedule. A position fitting the employee's qualifications will be available upon return, if open. Said leave will not extend beyond a one (1) year period. An employee on "at home" leave shall retain their place on the salary schedule, except they will be eligible for the scheduled increment for the ensuing year if one-half (1/2) or more of the contract year has been completed in which the leave is originally granted has been completed.
- (3) Return dates must be specific in unpaid leave requests. Failure to notify the District in writing of intent to return at least thirty (30) day prior to return date or to return on the return date may be deemed a resignation at the District discretion. Each situation will be handled on a case by case basis.

8.8 Inclement Weather/Emergency

In the event of closure due to inclement weather or emergency, the following is applicable:

- (1) If the District decides to close programs due to inclement weather or an emergency, employees will be paid their normal rate for the duration of the closure.
- (2) If the District decides to request an employee to report to work during the time period District programs are closed, the employee may elect not to report if they believe unsafe weather conditions exist. However, if the employee elects to report to work they will be compensated for any time worked at their normal rate of pay, unless overtime provisions of this agreement are applicable.

- (3) The District reserves the right to determine whether or not to reschedule any work days lost to programs closure. If the District reschedules closure days, employees will work those days without any additional up day that they did not previously work and was compensated for, the employee will receive an equivalent reduction in their pay for that period.

8.9 Paid Family and Medical Leave Insurance

- (1) If an eligible employee elects to take their PFMLI, they may choose to utilize their paid leave concurrently with PFMLI. The order of the paid leaves to be utilized will be sick leave accruals followed by vacation and then discretionary leave time.

Article 9 – Holidays

9.1 The following shall be paid holidays for annual employees:

- Martin Luther King Day;
- Independence Day;
- Labor Day;
- Veterans Day (as observed by the Oregon Schools)
- Thanksgiving Day;
- The day after Thanksgiving Day;
- Christmas Day;
- New Year's Day;
- Memorial Day;
- Juneteenth.

9.2 The following shall be paid holidays for academic year employees:

- Martin Luther King Day;
- Labor Day;
- Veterans Day (as observed by the Oregon Schools)
- Thanksgiving Day;
- The day after Thanksgiving Day;
- Christmas Day;
- New Year's Day;
- Memorial Day;
- Juneteenth (only if the employee works 150 hours or more during the month of June).

Academic year employees, who are assigned to a school district, will follow the holiday schedule of the local school district to which they are assigned. Any holiday observed by the local district not outlined above as a paid holiday shall be an unpaid day off.

9.3 Unpaid holidays will include the period December 26 through December 31. However, no annual employee will suffer any reduction on pay as a result of this closure.

9.4 Any employee required to work on a day specified in 9.1 or 9.2 above shall be compensated at the rate of two (2) times their regular rate of pay.

9.5 The District recognizes the cultural significance of Indigenous People's Day.

Article 10 – Vacations

- 10.1 Annual classified employees shall be granted paid vacation time as follows in accordance with their total length of continuous service within the District as a classified employee (district seniority):

Years accrue at the continuous service rate of:

0 through 4	6.67 hours/month
5 through 9	10.00 hours/month
10 and over	13.34 hours/month

All vacation schedules shall be approved by the immediate supervisor in advance. Should vacation approval not be granted, and that denial would result in forfeited vacation status for the employee, the employee shall be entitled to appeal the denial to the Superintendent.

- 10.2 Annual employees who work less than eight (8) hours per day or less than forty (40) hours per week shall accrue vacation as scheduled above but on a pro-rated basis based on their respective FTE allocation. Annual employees who work less than twelve (12) months shall not earn vacation during the period they are off.
- 10.3 A maximum of thirty (30) days of earned vacation time may be accumulated at any time for employees. However, employees who, as of June 30, 1994:
- Are receiving 16.67 hrs. per month (of earned vacation) and/or
 - Have more than thirty (30) days accumulated, may accumulate a maximum of forty (40) days. Any earned vacation in excess of thirty (30) or forty (40) days shall be forfeited unless taken within the next thirty (30) days following the thirty (30) or forty (40) day accumulation.
- 10.4 The District will have the option to declare the day immediately before or immediately after Independence Day a vacation day which shall be charged as a vacation day for applicable employees. There will be no vacation time charged or other charge if no vacation has been accrued as of the Independence Day period.
- 10.5 Paid holidays that fall within a scheduled paid vacation are in addition to the vacation designated in the three (3) preceding paragraphs.
- 10.6 New employees will not take vacations during their first three (3) months of employment. Exceptions may be made on a case-by-case basis.

Article 11 – Job Openings

- 11.1 When a vacancy occurs for a bargaining unit position, it will be posted on the District website for ten (10) working days and emailed to the all SOESD email group.
- 11.2 Employees in the bargaining unit desiring consideration for the vacant position shall apply. An interview will be granted provided the employee meets the minimum qualifications for the position.
- 11.3 An employee who applies for a vacant position, and is not selected, may make a written request within five (5) working days of receipt of the notification to meet with the appropriate supervisor. The supervisor will meet with the employee within ten (10) working days of receipt of the notification unless it is impractical to do so within such time limit because of the absence of the staff member or the immediate supervisor.

11.4 Initial Placement on the Salary Schedule

At the time an employee is newly hired, the District HR Department, in consultation with the Department Supervisor, will designate the proper step placement of the employee on the appropriate wage schedule in accordance with the Oregon Pay Equity law and the SOESD placement rubric. The District will consider professional, educational, and work-related experience that is directly applicable to the position being filled. If the employee disagrees with their placement on the schedule, they may file an appeal with Human Resources within 30 days of their notice of placement on the wage schedule. Wage placement is not subject to the grievance procedure.

If a position is eligible or filled at “full experience”, the Association will be notified and it will be placed as an agenda item to be discussed at the next labor management meeting.

- 11.5 A reclassification occurs when an existing position has significant changes to the job responsibilities. A reclassification does not necessitate the posting of a new position.
- 11.6 The District shall provide the Chapter 104 President and the OSEA Field Representative with job descriptions for all newly created job titles proposed for code review.
- 11.7 All bargaining unit employees who work in the Special Education Department may apply by letter to the program administrator by May 15th for available summer openings for the Extended School Year Program. The program administrator will select the most qualified applicants to fill the available openings on the following basis:
 - a. Ability to meet the needs of an individual student involved either by virtue of the past experience and the student, ability to furnish a new experience for the student, training or any combination of the foregoing.
 - b. While seniority is not the controlling factor in selection, it will be one element to be considered and bargaining unit employees who have applied for a position but have not been offered employment will be placed on a substitute list to be called first for

substituting in the Extended School Year Program. If the positions are not filled, applications will be accepted from other bargaining unit employees employed by the ESD.

Placement by the District pursuant to this paragraph is grievable to level 3, Superintendent, but shall not be arbitrable, nor subject to an unfair labor practice complaint for breach of contract.

- c. For academic year employees employed during the summer, the District will pay the employees at one and one-half ($1\frac{1}{2}$) times their regular rate of pay. This is in lieu of vacation benefits, as is their right by contract. Notwithstanding the foregoing, academic year employees employed during the summer months for training purposes, or who have no contact with students during this period, will not be compensated at the time and a half rate, nor will they receive vacation benefits but will be paid at their regular rate of pay.

Article 12 – Seniority and Layoff

12.1 Definitions

- (1) Seniority shall be defined as follows:
 - a. Classification Seniority: The total length of service within a job classification (job description) from the first date of service in the job classification.
 - b. Category Seniority: The total length of service within a job category (group of classifications)
 - c. District Seniority: The total length of continuous service within the District as a classified employee.
 - d. For the purpose of computing seniority, all authorized leave of twelve (12) weeks or less and any additional paid leave shall be considered as time worked within the classification held at such time the leave was taken.
 - e. At the time of hire, those employees with the same hire date shall draw lots to determine their placement on the seniority list for the purpose of layoff and recall. Those employees with the same hire date hired prior to the execution of this Agreement shall also draw lots to determine their placement on the seniority list for the purpose of layoff and recall. A copy of the placement determination shall be placed in the employee's personnel file.
 - f. Employees who are laid off as a result of reduction in positions, and who are subsequently reinstated to the same position, shall retain their full seniority except for the period of layoff. Such employees shall be placed at the same step on the salary schedule as when they were laid off.
- (2) Total Compensation: Total annual salary plus insurance contribution.
- (3) Classification: A job description (e.g. Administrative Assistant I, Administrative Assistant II)
- (4) Category: A family of job descriptions (e.g. Administrative)
- (5) Region: Klamath/Lake County, Jackson/Josephine County, or Douglas County
- (6) Classifications and Category are outlined in Appendix A. New positions are placed in a category through the code level process.

12.2 Reduction in Force

- (1) As soon as the District determines it has become necessary to conduct a layoff, the District shall notify the Chapter President and OSEA Field Representative in writing

thirty (30) days prior to the effective date of layoff. Reductions are made first by classification in the region. The employee with the least amount of CLASSIFICATION SENIORITY is scheduled for layoff.

- (2) The employee scheduled for layoff shall use CATEGORY SENIORITY to bump the employee in the classification (same or lower pay range) with the closest total compensation in the same category and region who has the least CLASSIFICATION seniority.
- (3) If the employee cannot bump using CATEGORY SENIORITY, then they shall bump using DISTRICT SENIORITY to bump the least senior (by classification seniority) employee in a classification the employee previously held in the region with the closest total compensation to what the employee currently holds.
- (4) An employee cannot improve their hours or total compensation through layoff/bumping.
- (5) Except in case of emergency, an employee subject to layoff shall be furnished written notice of impending layoff thirty (30) calendar days prior to the date of such layoff.
- (6) In order to bump, the District must determine that the employee meets the qualifications/special skills of the job in which they would be placed. The District shall be the sole judge of an employee's qualifications.
- (7) An employee may not choose layoff in lieu of new placement in region as a result of bumping.

12.3 Recall

- (1) When work forces again increase, employees shall be recalled in the inverse order in which they were laid off by region based upon classification seniority into the job classification held at the time the layoff process was initiated. In order to be recalled, the ESD must determine that the employee meets the qualifications/special skills of the job in which they would be placed. The District shall be the sole judge of an employee's qualifications. If two (2) employees have the same recall eligibility, the decision to recall will be based on documented performance.
- (2) Recalls are conducted by region. At the time of layoff an employee may request to be recalled to other regions. If they do, then they will be eligible for all regions, but will not be able to refuse a recall to a different region and remain on the recall list.
- (3) Notice of recall shall be by written notice, via certified return receipt mail to the most recent address on file with the District.

- (4) Employees who fail to respond as outlined in “a” or “b” below shall be considered to have waived their right to recall. The right to recall will terminate at the end of twenty-seven (27) months following the date of layoff.
 - a. Resign. In such event a written resignation shall be sent to the Superintendent’s office.
 - b. Fail to accept a recall within ten (10) working days of the date the notice of recall was mailed.
- (5) Should the twenty-seven (27) months expire without recall, bargaining unit members will be deemed to have resigned in good standing.
- (6) The District’s recall list shall be reviewed at Labor-Management Meetings to verify those employees who have been recalled or removed from the list for any reason.

12.4 Rehire

An employee who has resigned and is rehired within one (1) year, within the same job classification, shall be placed at the same step on the salary schedule as when they resigned on the corresponding job code listing pertaining to that particular job classification. If the employee is rehired in a different job classification, the code and step level shall be the same as with new employees as to previous experience and additional steps allowed for experience within the ESD. The rehired employee will earn vacation and seniority as a new employee. Academic year employees who return after missing one (1) school year shall be covered by this article.

Article 13 – Discipline and Discharge

- 13.1 An employee may be dismissed, suspended without pay, reprimanded, or otherwise be disciplined under a just cause standard. An employee may be suspended with pay for the period of time required to investigate and hold a hearing in the event of flagrant misconduct of an employee which adversely affects the interest of the ESD.
- 13.2 Depending on the severity of the conduct, the order of progressive discipline may include a verbal conversation with a written summary, written expectation/directive, letter of reprimand, suspension without pay, and then dismissal. Progressive discipline shall be used, except in cases where more serious discipline is warranted or when immediate action is necessary by the Superintendent or their designee. Dismissal of a probationary employee is not grievable.
- 13.3 For cases not involving employee misconduct or not involving gross or deliberate failure to carry out one's duty, a conference will be conducted with the employee by the immediate supervisor, and methods of improvement will be suggested with time limits. A written record will be placed in the employee's personnel file signed by both employee and supervisor, with a copy to the employee. If progress has not been made toward improvement(s) as provided above, within the time limitations set forth, the supervisor may, in writing recommend to the Superintendent or the Superintendent's designee that the employee be disciplined. The Superintendent may authorize dismissal of the employee based on recommendation from the supervisor or Human Resources.
- 13.4 Any employee affected by this Article will be afforded procedural due process. The employee has the right to appeal the dismissal to a hearing by the District Board and to be accompanied by an association representative. The decision of the District Board is final and binding.
- 13.5 The District and Association shall follow the requirements for Association representation under an employee's Weingarten rights as determined by the Oregon Employee Relations Board.

Article 14 – Grievance Procedure

14.1 Definitions:

- (1) Grievance: A grievance is a claim of an alleged violation of this Agreement.
- (2) Grievant: A grievant shall mean an employee subject to this Agreement, a group of employees subject to this Agreement, the Association, as applicable, presenting a grievance.
- (3) Days: The term “days” as used in this Article 14 shall mean calendar days.

14.2 Purpose

- (1) 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 related to the interpretation and application of the provisions of this Agreement.
- (2) Nothing contained herein will be construed as limiting the right of the aggrieved party to discuss and attempt to resolve the matter informally with the responding party. In addition, nothing contained herein will be construed as limiting the right of any employee or group of employee or group of employees having grievance, to discuss and attempt to resolve the matter informally with any appropriate member of administration, and to have the grievance adjusted without intervention by the Association, providing that the adjustment is not inconsistent with the terms of this Agreement, that the Association shall be given the opportunity to be present at such adjustment and state its views on any grievance adjustment above level one.

14.3 Time Limits

- (1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

- (2) Year End Grievance:

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

(3) Level One: Informal

The aggrieved party will first discuss the grievance with the responding party with the objective of resolving the matter informally. The grievant must identify to the supervisor that the discussion is a Level One informal grievance when the meeting is requested. The grievance must be presented within fifteen (15) days of the occurrence of the alleged violation or within fifteen (15) days following the grievant's first knowledge of the alleged violation. Failure by the aggrieved party to present the grievance to the responding party within said time frame shall deem such grievance waived.

(4) Level Two: Formal

If the grievant is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered by the responding party within fifteen (15) days after presentation of the grievance at level one, the grievant may file with the responding party a formal written grievance. Such formal written grievance shall include the nature of such alleged violation, the date(s) the alleged violation occurred, the specific provision(s) of the Agreement alleged to have been violated, and the proposed remedy. Within fifteen (15) days after receipt of the written grievance the responding party will meet with the grievant and/or a representative of the District or Association, as appropriate, in an effort to resolve the grievance. The filing at this level must be within ten (10) days of the level one meeting or within ten (10) days of the date of the responding party's disposition, whichever is soonest.

(5) Level Three

If the grievant is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within fifteen (15) days after presentation of the grievance to the responding party at level two, the aggrieved party may refer the grievance to the Superintendent of the District or the chapter president or designee, as applicable. This referral shall be made within ten (10) days after the hearing at level two or within ten (10) days of the date of the responding party's disposition, or within ten (10) days from the date such disposition was due, whichever is soonest. Within fifteen (15) days after receipt of the grievance, the responding party will meet the grievant, and if the grievant so desires with a representative of the Association or District, as applicable, in an effort to resolve the grievance.

(6) Level Four: Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance level three, or if no decision has been rendered within fifteen (15) days from the date of the level three meeting, the grievance may be advanced to final and binding arbitration. Such notice shall be from the chapter president or designee or the District Superintendent, or designee, as applicable and shall be within thirty (30) days after the receipt of the responding party's level three. If any question arises

as to whether a particular dispute is arbitrable, such question will first be ruled upon by the arbitrator selected to hear the dispute.

- b. Within ten (10) working days after notice of submission to arbitration, either party may request arbitration from the Employment Relations Board (ERB) of the State of Oregon. A list of arbitrators will be requested by the Association within ten (10) working days of the date notice is given to the District of the intent to move a grievance to arbitration. The parties shall select the arbitrator within ten (10) days of receipt from the list of seven (7) arbitrator names provided by the ERB.
- c. The Arbitrator selected will confer with the representatives of the Superintendent and the Association, hold a hearing promptly, and will issue their decision not later than thirty (30) working days from the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and when proofs are submitted to them. The Arbitrator's decision will be in writing and will set forth their finding of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall restrict their findings to the meaning, interpretation, and application of this Agreement and shall have no power to modify, delete, add or subtract from it. The decision of the Arbitrator will be submitted to the parties and will be final and binding upon the parties.
- d. The cost for the services of the Arbitrator, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room will be borne equally by the parties. Costs of witnesses will be borne by the party incurring those costs.

14.4 Starting at level two through Arbitration, all grievances shall be presented and answered in writing. Failure by the grievant to forward a grievance in writing within time limits, except when mutually extended, shall constitute a waiver of the grievance. Failure by the responding party to answer a grievance in writing within the time limits, except when mutually extended, shall constitute a denial of the claim and will allow the grievant to proceed to the next step of the procedure, regardless of the nature of the grievance.

14.5 Rights to Representation

- (1) Any grievant or group may be represented at all stages of the grievance procedure by themselves, or at their option, by an association representative selected or approved by the Association or themselves.
- (2) No reprisals of any kind shall be taken by the District, the association or its members, or against any person involved in the grievance.

14.6 Miscellaneous

- (1) 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.
- (2) Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private and shall include only such parties of interest and their designated or selected representative, heretofore referred to in this Article.
- (3) For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative or legal proceedings, including but not limited to grievances and Fair Dismissal proceedings, the Board shall permit an employee access to and the right to inspect and acquire copies of their personnel file and any other files or records of the Board which pertain to the employee only or any issue in the proceeding in question. A representative of the Association may accompany and assist the employee in this regard. Confidential letters of reference secured from sources outside the school system will be excluded from the materials available for the employee's inspection.
- (4) This Article does not apply to the actions taken pursuant to Article 13, Discipline and Discharge, for which the sole remedy shall be as provided in that article.
- (5) Election of Remedies: Taking a grievance to arbitration constitutes an election of remedy and is a waiver to any and all rights of the parties to litigate or otherwise contest the aggrieved subject matter in any court proceeding, provided such subject matter was within the arbitrator's authority.

Article 15 – Personnel Records

- 15.1 No evaluation, complaint or disciplinary action will be placed into an employee's personnel file without the employee being given a copy of the document. Usually, the District will verify the providing of the copy by obtaining the initials or signature on the file copy from the employee. The signature or initials of the employee only acknowledge receipt of the copy.
- 15.2 An employee may request, and at the discretion of the Superintendent, the District may place in a sealed envelope, or separate and secure electronic file, warning notices, letters of expectations, and similar low-level issues in the employee's personnel file three (3) years after the date of the notice, unless similar documents are placed in the file in the interim.
- 15.3 Any employee shall have the right to respond to critical comments in their personnel file by having a written explanation of their point of view affixed to the document containing the critical comments.
- 15.4 Personnel File Inspection
- (1) Bargaining unit employees shall have the right to inspect their personnel file at any time mutually convenient to the employee and the District.
 - (2) Upon written authorization by the bargaining unit employee, and association representative shall be permitted to examine and/or obtain copies of materials in a bargaining unit member's personnel file.
- 15.5 Prior to putting documents (except for general administrative and payroll related documents) into the employee's personnel file, the District will provide a copy to the employee for their review and the employee will sign the document indicating they have received a copy. If an employee refuses to sign the document the supervisor or their designee can sign indicating the employee refused to sign, but received a copy.

Article 16 – Mileage

16.1 Employees required in the course of their work to drive personal automobiles in their daily work schedule shall receive a car allowance equal to the IRS mileage reimbursement rate. This rate applies for all authorized district business.

(1) Reimbursement is set at the IRS rate which is in effect at the time such cost was incurred.

(2) Mileage will be computed for reimbursement as follows:

- a. Staff who have a designated “Work Base Location” will be reimbursed for district related travel mileage from the designated work base location to and from the work sites.

Commute mileage from home to the designated work base location will be determined. Commute mileage will not be reimbursed. Exceptions can be requested on a case-by-case basis.

When traveling from home directly to a work site, the commute mileage will be subtracted from total miles traveled for that work day. If the staff member left directly from home and returned to home at the end of the day, the round-trip commute mileage as determined in will be subtracted from the submitted mileage for that day. If only one way was directly from/to home, then half ($\frac{1}{2}$) of the round-trip commute mileage as determined in (b) will be subtracted.

- b. Staff who are designated as “Itinerant” will be reimbursed for mileage after arriving at the first work site they are assigned. Exceptions can be requested on a case-by-case basis.

Article 17 – Insurance Benefits

17.1 Benefits Coverage

The District agrees to contribute toward the primary medical, dental, vision and life insurance premium as described in this Article.

17.2 Eligibility

All regular classified staff (as defined in Article 2.1) shall be eligible for ESD contributions. Employees hired before the 16th of the month shall be eligible for the participation as of the first of the following month.

17.3 Benefit Contributions

For the period October 1, 2025, through and including September 30, 2027, the District shall contribute up to the following tiered rate contribution caps to be used toward medical, vision and dental premiums

	2025-2026	2026-2027
Family	\$ 2,114	\$ 2,185
Employee/Spouse	\$ 1,478	\$ 1,528
Employee/Child	\$ 1,308	\$ 1,352
Employee Only	\$ 680	\$ 703

The District and the Association agree to jointly establish and participate in an insurance Committee for the purpose of examining ways in which insurance costs can be controlled for both parties and discuss how to support staff during open enrollment.

17.4 If an employee completes the current school year of service, the District shall continue to pay the above fringe benefits for the summer months.

17.5 High-Deductible Insurance Plan Incentive

For the period July 1, 2025 through and including June 30, 2027, for any bargaining unit member who elects an HSA qualifying plan offered by the District, the District shall contribute \$150 per month into a Health Savings Account (HSA) for the employee.

Employees may also make pre-tax contributions to the HSA up to the maximum allowed by federal regulations.

17.6 Opt-Out Program

Employees who demonstrate that they have health insurance coverage under another employer- sponsored group medical plan and do not elect dental and vision plans offered by the District, may participate in the Opt-Out Program.

If an employee chooses to opt out of all insurance coverage, the District will contribute \$400 per month for a total of \$4,800 per plan year, towards any benefit Under the Section 125 plan with a maximum of \$600 per plan year going toward the Medical Expense Reimbursement plan. The employee may also choose to receive this contribution as taxable compensation.

If the opt-out language in any way violates the rules under the Affordable Healthcare Act or the IRS, the parties agree the opt-out provision shall be immediately corrected to an allowable limit.

A qualified employee is a bargaining unit member who opts-out of the SOESD offered Health, dental, and vision insurance plans.

Article 18 – Compensation

- 18.1 Classified personnel shall advance annually on July 1 to the next step of the adopted salary schedule.
- 18.2 Any employee performing the duties of two (2) or more classifications shall be compensated according to the percentage of time worked within each classification and upon the step or steps commensurate with the employee's experience and qualifications.
- 18.3 Salaries will be paid in accordance with the placement and salary schedules, effective July 1 of each year.
- 18.4 The salary schedule is an eight (8) step schedule. It is the intent for this schedule to remain an eight (8) step schedule, and this topic may be reopened for Collective Bargaining only with the agreement of the Association and the ESD Board of Directors.
- 18.5 Longevity will be paid at the rate of step eight (8) plus one-and-one-half percent (1½%) For each year after the first year on step eight.
- 18.6 For 2025-2026 the salary schedule shall be increased by 3.0% (three percent). For 2026-2027 the salary schedule shall be increased by 3.0% (three percent).
- 18.7 The District shall pay a referral bonus of up to \$500 to any classified employee whose referral results in a successful hire in any SOESD position. Determination of referral status shall be at the sole discretion of the District.
- 18.8 The District shall pay a relocation allowance up to \$2,500. Determination of allowance shall be according to the following geographical schedule determined by the District: \$2,500 relocation (East Coast, outside of U.S.); \$2,000 (Western Region of U.S., Hawaii, Alaska); and \$1,000 (neighboring states, northern Oregon, Washington State).
- 18.9 The District will pay the employee portion of the PERS contribution at the rate of six percent (6%) for all eligible classified employees.
- 18.10 Assignment Out of Classification
- If an employee is assigned to take on the essential functions of a position out of their job classification of an absent employee in a position of a higher code level for a period exceeding seven (7) consecutive working days, the employee's pay shall be adjusted upward to the higher classification rate at the employee's current step for the entire period the employee is required to work out of their classification.
- 18.11 Overtime Compensation
- a. Overtime shall be paid consistent with state and federal (FLSA) law.

- b. Prior to the assignment of anticipated overtime, supervisors shall consult with employees. If there is an undue hardship placed on the employee as a result of such overtime assignment, the employee may deny the assignment if there is less than seven (7) calendar days' notice.

18.12 Call Back Pay

Notwithstanding other provisions of the collective bargaining agreement, employees, who are called back to work once their shift has ended will receive a minimum of two (2) hours of compensation. Rate of compensation will be consistent with the employees' regular rate of pay and wage and hour laws.

18.13 Meal and Rest Breaks

Employees will be provided with fifteen (15) minute break(s). Lunch will be provided consistent with state and federal wage and hour laws.

18.14 Shift Changes

Prior to the change in an employee's shift the supervisor will consult with the employee. If there is an undue hardship on the employee as the result of the change in their shift the employee may deny the change in shift until they have received ten (10) calendar days' notice.

18.15 Overpayment of Compensation

If an employee receives an overage in any form of compensation from the District, the District shall provide notice to the employee and will recover the overage by withholding the amount of the overage in the next pay period. If the overpayment is more than \$250, the District and the employee may form a repayment plan based on a percentage of the employee's gross wages. Such a repayment plan must conclude within one year from the date of the first payment. If the employee leaves employment prior to the repayment plan ending, the District may recover the balance of the overpayment from the employee's final pay. The District shall comply with all BOLI regulations if an underpayment to an employee occurs.

Article 19 – Early Retirement

- 19.1 The District will provide individuals who opt for early retirement full paid premiums for family hospital/medical coverage, equivalent to that furnished bargaining unit members, for a maximum of ten (10) years from the date of district retirement or until the member becomes eligible for Medicare, whichever comes first. This benefit is available to bargaining unit members who voluntarily apply and who are between the ages of fifty (50) and Medicare eligibility and have a minimum of fifteen (15) year of service with the District in a classified position and eligible for PERS retirement. If the insurer of bargaining unit members will not provide coverage for retirees, the District and the Association will bargain the impact.
- 19.2 This Article and benefit will not be applicable to bargaining unit members hired on or after July 1, 2000.

Article 20 – Remote Work

- 20.1 There may be times when remote work is the most effective utilization of resources to meet the needs of component districts. The District and Association will participate in a work group to develop a process for classified employees to have remote work opportunities. The work group will begin in the Fall of 2025 with three (3) members of the administration and three (3) Association members selected by the Association. Members of the work group may rotate in order to explore all the unique elements from all the ESD programs. The work group will conclude by April 1, 2026 and bring their program outline to Labor Management to be implemented no later than July 1, 2026.

Article 21 – Safety

- 21.1 The District shall maintain a safe work environment, shall take corrective action to ensure the safety of all employees, and comply with all provisions of OR-OSHA and the Safety Committee's function in accordance with OR-OSHA Administrative Rules.
- 21.2 The District will provide required training for employees working in a hazardous work environment and pay any associated costs including travel, lodging, per diem, and overtime in accordance with state or federal law.
- 21.3 In the event an employee believes their work assignment (or a portion thereof) puts themselves or a student they directly work with at risk of physical harm, the employee shall immediately inform their supervisor in writing. The supervisor shall acknowledge the employee's written notification as soon as reasonably practical and schedule a time to discuss the employee's concerns. The supervisor shall evaluate the risk of harm posed to the employee and work collaboratively with the employee to mitigate the perceived risk to the employee or student.
- 21.4 In the event a bargaining unit employee suffers a physical injury due to assaultive or injurious physical contact by a student, the employee shall take immediate remedial measures to mitigate the potential for further injury by the student.
- (1) When feasible, the injured employee will not have further contact with the student during the day of the injury. However, under no circumstances will the employee leave the student unsupervised until the student has appropriate adult support and supervision from another adult staff person.
 - (2) If the employee requires medical attention for the injury, seeking medical attention is the next step following the assault.
 - (3) The next step is for the injured employee to notify their supervisor of the injury as soon as possible. The supervisor shall immediately, or as soon as practicable after the notification, conduct a review of the circumstances causing the injury. In consultation with the injured employee, the supervisor will debrief the event and problem-solve with the employee to mitigate the risk of physical injury upon the employee's return to work.
 - (4) If the physically assaultive conduct of the student persists and the employee suffers a second injury from the same student, the employee, the supervisor and an association representative shall meet and discuss possible solutions to lessen the risk of injury to the employee. If it is possible, as determined by the supervisor, the employee will not continue to work with the student causing the injury until additional supports and mitigation measures are considered and implemented. The goal is to create a reasonable plan to mitigate the risk of future harm to the employee.

- (5) The District and the Association recognize that it is impossible to reduce the risk of injury to zero and that certain District programs involve working with students who engage in injurious behavior.
- 21.5 The District will provide all employees with PPE (Personal Protective Equipment) per the district's CDP (Communicable Disease Plan).
- 21.6 Any employee who works directly with students may request CPR and First Aid training that is provided once every two (2) years.
- 21.7 For public facing events organized by employees as part of their work duties that support district programs or systemically oppressed communities, where there is a credible threat of disruption or harm by an opposing individual or opposing group, the District will work with the organizing employees on a safety plan that fits the circumstances of the event.

Article 22 – Committees

22.1 Safety Committee

The District Safety Committee shall include two (2) bargaining unit members, appointed by the Association. The Safety Committee shall review risks or instances of physical harm. The Association President shall be notified prior to Safety Committee meetings of dates and times of all Safety Committee Meetings.

22.2 Labor Management

The Labor Management Committee shall be comprised of three (3) representatives chosen by the Association and three (3) representatives chosen by the District. The committee shall meet for the purpose of discussing employer/employee issues as they relate to the collective bargaining agreement and workplace concerns. The committee shall establish a mutually agreeable annual calendar of meetings including the beginning and ending times of the meetings.

By mutual agreement, the parties may invite guests or speakers to address items on the meeting agenda only.

22.3 Travel Appreciation Committee

The District and Association agree to form a Travel Appreciation Committee (TAC). The purpose of the TAC is to determine an allocation methodology to compensate employees whose involuntary transfer creates increased travel. The District shall annually contribute \$5,000 for the TAC to allocate. The TAC shall initially meet by January 20 of each year.

22.4 Joint Code Level Committee

The Joint Code Level Committee will be maintained to review changes in current job descriptions and their placement on the Code Level. The committee will also consider job descriptions and their placement on the Code Level of all new jobs. The committee shall be composed of six (6) members, with three (3) members appointed by the local chapter and three (3) appointed by the District. Either party may request a Joint Code Level Committee meeting when they believe a review is warranted.

Appendix A – Classified Job Categories

Administrative/Support Staff

Administrative Assistant to the Director.....	14
Bilingual/Biliterate Administrative Asst. III.....	13
ER&M Program Support	13
Administrative Assistant III.....	12
Administrative Assistant II	10
Student Data Specialist	10

Attendance

Lead Attendance Specialist.....	13
Attendance Specialist.....	11

Braillists

Lead Braillist	20
Braillist III	18
Braillist II.....	16
Braillist I	14

Business Services

Accountant	14
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Courier/Purchasing

Courier	9
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Custodial/Maintenance

Maintenance Custodian II.....	11
Maintenance Custodian.....	10

EI/EAs

Early Intervention Teaching Associate	18
STEPS Plus Ed. Assistant	14
Early Intervention Teaching Asst III	13
Ed Asst: Multiple & Severe Disabilities STEPS....	12
Ed Asst w/ Basic Sign Language	12
Early Intervention Teaching Asst I	11

Migrant Education

Graduation Specialist	17
Migrant Parental Involvement Specialist.....	17
Migrant Preschool Specialist	16
Migrant Ed Identification & Recruiting.....	14
Recruiter II	11
Recruiter I	10

Sign Language Interpreters

Lead Interpreter	22
Advanced Interpreter	20
Interpreter	18
Sign Language Facilitator	14

Stand Alone Positions

ASD Assistant	15
Behavior Support Coach.....	18
CCRN Inclusion Specialist	18
CCRN Network Quality Improvement Specialist...	14
Child Care Provider Consultant.....	17
Child Care Resources Specialist.....	14
COTA/PTA.....	20
CTE/STEAM Project Facilitator	20
Early Learning Systems Facilitator	19
Family Intervention Specialist.....	16
Grow Your Own Facilitator.....	20
Indian Education Facilitator	17
Lead CCRN Instructional Coach	19
Medicaid Specialist	23
SLP Assistant.....	19
Transition Network Facilitator	23
Video Help Desk/Video Scheduler.....	11
YTP Transition Specialist.....	14

Technology:

Computer Information Services

Senior Network Engineer	26
Senior Software Developer	26
Senior System Analyst.....	26
Network Engineer III.....	24
Software Developer III	24
System Analyst III	24
Network Engineer II.....	22
Software Developer II	22
System Analyst II	22
Network Engineer I	17
Software Developer I.....	17
System Analyst I.....	17
Assistive Technology Support Specialist.....	14
Technology Assistant.....	10

Technology:

Electronic Services

Head Electric Technician.....	26
Electrician: General Supervising	24
Electrician: General Journeyman.....	21
Low Voltage Technician	20
Lead Electronic Technician	19
Electronic Technician III.....	17
Low Voltage Technician Apprentice.....	16
Electronic Technician II	14
Electronic Technician I.....	11

Appendix B – 2025-2026 Hourly Compensation Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Code 7	\$ 14.56	\$ 15.24	\$ 15.95	\$ 16.67	\$ 17.45	\$ 18.24	\$ 19.09	\$ 19.96
Code 8	\$ 15.24	\$ 15.95	\$ 16.67	\$ 17.45	\$ 18.24	\$ 19.09	\$ 19.96	\$ 20.88
Code 9	\$ 15.95	\$ 16.67	\$ 17.45	\$ 18.24	\$ 19.09	\$ 19.96	\$ 20.88	\$ 21.84
Code 10	\$ 16.67	\$ 17.45	\$ 18.24	\$ 19.09	\$ 19.96	\$ 20.88	\$ 21.84	\$ 22.86
Code 11	\$ 17.45	\$ 18.24	\$ 19.09	\$ 19.96	\$ 20.88	\$ 21.84	\$ 22.86	\$ 23.90
Code 12	\$ 18.24	\$ 19.09	\$ 19.96	\$ 20.88	\$ 21.84	\$ 22.86	\$ 23.90	\$ 25.00
Code 13	\$ 19.09	\$ 19.96	\$ 20.88	\$ 21.84	\$ 22.86	\$ 23.90	\$ 25.00	\$ 26.15
Code 14	\$ 19.96	\$ 20.88	\$ 21.84	\$ 22.86	\$ 23.90	\$ 25.00	\$ 26.15	\$ 27.37
Code 15	\$ 20.88	\$ 21.84	\$ 22.86	\$ 23.90	\$ 25.00	\$ 26.15	\$ 27.37	\$ 28.63
Code 16	\$ 21.84	\$ 22.86	\$ 23.90	\$ 25.00	\$ 26.15	\$ 27.37	\$ 28.63	\$ 29.94
Code 17	\$ 22.86	\$ 23.90	\$ 25.00	\$ 26.15	\$ 27.37	\$ 28.63	\$ 29.94	\$ 31.32
Code 18	\$ 23.90	\$ 25.00	\$ 26.15	\$ 27.37	\$ 28.63	\$ 29.94	\$ 31.32	\$ 32.77
Code 19	\$ 25.00	\$ 26.15	\$ 27.37	\$ 28.63	\$ 29.94	\$ 31.32	\$ 32.77	\$ 34.27
Code 20	\$ 26.15	\$ 27.37	\$ 28.63	\$ 29.94	\$ 31.32	\$ 32.77	\$ 34.27	\$ 35.82
Code 21	\$ 27.37	\$ 28.63	\$ 29.94	\$ 31.32	\$ 32.77	\$ 34.27	\$ 35.82	\$ 37.50
Code 22	\$ 28.63	\$ 29.94	\$ 31.32	\$ 32.77	\$ 34.27	\$ 35.82	\$ 37.50	\$ 39.21
Code 23	\$ 29.94	\$ 31.32	\$ 32.77	\$ 34.27	\$ 35.82	\$ 37.50	\$ 39.21	\$ 40.99
Code 24	\$ 31.32	\$ 32.77	\$ 34.27	\$ 35.82	\$ 37.50	\$ 39.21	\$ 40.99	\$ 42.88
Code 25	\$ 32.77	\$ 34.27	\$ 35.82	\$ 37.50	\$ 39.21	\$ 40.99	\$ 42.88	\$ 44.84
Code 26	\$ 34.27	\$ 35.82	\$ 37.50	\$ 39.21	\$ 40.99	\$ 42.88	\$ 44.84	\$ 46.93
Code 27	\$ 35.82	\$ 37.50	\$ 39.21	\$ 40.99	\$ 42.88	\$ 44.84	\$ 46.93	\$ 49.09
Code 28	\$ 37.50	\$ 39.21	\$ 40.99	\$ 42.88	\$ 44.84	\$ 46.93	\$ 49.09	\$ 51.32
Code 29	\$ 39.21	\$ 40.99	\$ 42.88	\$ 44.84	\$ 46.93	\$ 49.09	\$ 51.32	\$ 53.70
Code 30	\$ 40.98	\$ 42.88	\$ 44.84	\$ 46.92	\$ 49.09	\$ 51.32	\$ 53.70	\$ 56.15

Appendix C – 2026-2027 Hourly Compensation Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Code 7	\$ 15.00	\$ 15.70	\$ 16.42	\$ 17.17	\$ 17.97	\$ 18.79	\$ 19.66	\$ 20.56
Code 8	\$ 15.70	\$ 16.42	\$ 17.17	\$ 17.97	\$ 18.79	\$ 19.66	\$ 20.56	\$ 21.50
Code 9	\$ 16.42	\$ 17.17	\$ 17.97	\$ 18.79	\$ 19.66	\$ 20.56	\$ 21.50	\$ 22.49
Code 10	\$ 17.17	\$ 17.97	\$ 18.79	\$ 19.66	\$ 20.56	\$ 21.50	\$ 22.49	\$ 23.54
Code 11	\$ 17.97	\$ 18.79	\$ 19.66	\$ 20.56	\$ 21.50	\$ 22.49	\$ 23.54	\$ 24.61
Code 12	\$ 18.79	\$ 19.66	\$ 20.56	\$ 21.50	\$ 22.49	\$ 23.54	\$ 24.61	\$ 25.75
Code 13	\$ 19.66	\$ 20.56	\$ 21.50	\$ 22.49	\$ 23.54	\$ 24.61	\$ 25.75	\$ 26.93
Code 14	\$ 20.56	\$ 21.50	\$ 22.49	\$ 23.54	\$ 24.61	\$ 25.75	\$ 26.93	\$ 28.19
Code 15	\$ 21.50	\$ 22.49	\$ 23.54	\$ 24.61	\$ 25.75	\$ 26.93	\$ 28.19	\$ 29.49
Code 16	\$ 22.49	\$ 23.54	\$ 24.61	\$ 25.75	\$ 26.93	\$ 28.19	\$ 29.49	\$ 30.84
Code 17	\$ 23.54	\$ 24.61	\$ 25.75	\$ 26.93	\$ 28.19	\$ 29.49	\$ 30.84	\$ 32.26
Code 18	\$ 24.61	\$ 25.75	\$ 26.93	\$ 28.19	\$ 29.49	\$ 30.84	\$ 32.26	\$ 33.75
Code 19	\$ 25.75	\$ 26.93	\$ 28.19	\$ 29.49	\$ 30.84	\$ 32.26	\$ 33.75	\$ 35.30
Code 20	\$ 26.93	\$ 28.19	\$ 29.49	\$ 30.84	\$ 32.26	\$ 33.75	\$ 35.30	\$ 36.90
Code 21	\$ 28.19	\$ 29.49	\$ 30.84	\$ 32.26	\$ 33.75	\$ 35.30	\$ 36.90	\$ 38.62
Code 22	\$ 29.49	\$ 30.84	\$ 32.26	\$ 33.75	\$ 35.30	\$ 36.90	\$ 38.62	\$ 40.39
Code 23	\$ 30.84	\$ 32.26	\$ 33.75	\$ 35.30	\$ 36.90	\$ 38.62	\$ 40.39	\$ 42.22
Code 24	\$ 32.26	\$ 33.75	\$ 35.30	\$ 36.90	\$ 38.62	\$ 40.39	\$ 42.22	\$ 44.16
Code 25	\$ 33.75	\$ 35.30	\$ 36.90	\$ 38.62	\$ 40.39	\$ 42.22	\$ 44.16	\$ 46.18
Code 26	\$ 35.30	\$ 36.90	\$ 38.62	\$ 40.39	\$ 42.22	\$ 44.16	\$ 46.18	\$ 48.33
Code 27	\$ 36.90	\$ 38.62	\$ 40.39	\$ 42.22	\$ 44.16	\$ 46.18	\$ 48.33	\$ 50.56
Code 28	\$ 38.62	\$ 40.39	\$ 42.22	\$ 44.16	\$ 46.18	\$ 48.33	\$ 50.56	\$ 52.86
Code 29	\$ 40.39	\$ 42.22	\$ 44.16	\$ 46.18	\$ 48.33	\$ 50.56	\$ 52.86	\$ 55.31
Code 30	\$ 42.21	\$ 44.16	\$ 46.18	\$ 48.33	\$ 50.56	\$ 52.86	\$ 55.31	\$ 57.84

Execution of Signatures

Executed this _____ day of _____ 2025, at Medford, Oregon, by the undersigned officers of the Board of Directors, Southern Oregon Education Service District, Jackson County, Oregon, and by the undersigned representatives of the Southern Oregon Education Service District Chapter #104 of the Oregon School Employees Association.

SOUTHERN OREGON EDUCATION SERVICE DISTRICT

Ana Mannenbach, SOESD Board Chair

Date

Mark Angle-Hobson, SOESD Superintendent

Date

SOUTHERN OREGON ESD CHAPTER 104, OSEA

Ryan Aydelotte, Co-President, SOESD Chapter 104

Date

Susan Greeley, OSEA Field Representative

Date

Execution of Signatures

Executed this _____ day of _____ 2025, at Medford, Oregon, by the undersigned officers of the Board of Directors, Southern Oregon Education Service District, Jackson County, Oregon, and by the undersigned representatives of the Southern Oregon Education Service District Chapter #104 of the Oregon School Employees Association.

SOUTHERN OREGON EDUCATION SERVICE DISTRICT



Ana Mannenbach, SOESD Board Chair

9/17/25

Date



Mark Angle-Hobson, SOESD Superintendent

Date

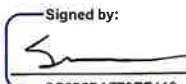
SOUTHERN OREGON ESD CHAPTER 104, OSEA



Ryan Aydelotte, Co-President, SOESD Chapter 104

9/23/25

Date

Signed by:


3C090B5E70EFA16
Susan Greeley, OSEA Field Representative

10/20/2025

Date