



Agreement Between

Klamath County School District

And

Klamath County Association of Classified Employees

2022-2025

2022-2025
KCSD-KCACE AGREEMENT
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APPENDIX A – PAY SCALE

APPENDIX B – DISTRICT INSURANCE CONTRIBUTION TABLES

APPENDIX C - PROVISIONS

ARTICLE 1 - PREAMBLE

A. Parties

This Agreement is entered into between the Board of Directors on behalf of the Klamath County School District, herein referred to as the "Board" or "District," and the Klamath County Association of Classified Employees (Educational Support Professionals), herein referred to as the "Association."

B. Agreement

The intent of this Agreement is to set forth and record herein the basic agreement between the parties on those matters pertaining to wages, hours, terms, and conditions of employment for classified personnel in the bargaining unit.

ARTICLE 2 - 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.

A. Regular Defined

For the purpose of clarification, a regular employee is defined as an employee who exceeds ninety (90) days of consecutive employment with the District, has recall rights, and benefits.

B. Supervisors Defined

For the purpose of clarification, the following positions are agreed upon as supervisors: District Accountant, Technology Supervisor, Payroll Supervisor, Team Parent Supervisor, Food Services Supervisor, Transportation Supervisor, Maintenance Supervisor, Assistant Maintenance Supervisor and Warehouse Supervisor, and any other employee who fulfills the supervisory functions described in ORS 243.650 (23).

C. Confidential Defined

For the purpose of clarification, the following definition is agreed upon as confidential: 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 Defined**

For the purpose of clarification, substitute employees are those who temporarily replace 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. Substitute employees are hired on a daily basis.

E. **Temporary Defined**

For the purposes of clarification, temporary employees are defined as employees hired for a specific period not to exceed the equivalent of ninety (90) consecutive calendar days. No employee benefits are provided except state mandated requirements. Similarly, temporary increases in current employees' assignments, which do not exceed ninety (90) consecutive calendar days, will not result in an increase in benefits. Temporary positions and assignments will not be posted.

If a bargaining unit member has been approved for a leave 90 days or more, the District may post a "temporary position." This position is only for the purpose of hiring a temporary employee to work in the bargaining unit member's current position temporarily while that unit member is on approved leave under Article 14.B.

A temporary employee that fills this position will be provided insurance benefits as a regular employee for the duration of the employment in this temporary position.

Any temporary employee hired to 'fill-in' during that bargaining unit member's leave under Article 14.B will be recognized only as a "temporary employee" under this section, regardless of the number of calendar days employed in that position.

The District may hire up to nine (9) temporary employees during the summer for no more than one hundred fifty (150) calendar days for District employment.

Additional temporary summer help could be hired but would be limited to the regular ninety (90) calendar day limit.

F. **Probationary Defined**

For the purpose of clarification, probationary employees are persons who will be employed for a period of ninety (90) calendar days before achieving the status of a regular classified employee. Periods of absence from work shall not be counted toward completion of the probationary period. During this probationary period, should the services of an employee be found unsatisfactory, he/she will be terminated. This termination is subject to Level One of the grievance procedure only. Probationary employees are not eligible for transfer or promotion during the probationary period.

G. **Overload Paraprofessional Defined**

For the purpose of clarification, overload paraprofessionals are defined as employees who are hired for a specific child or building.

H. **Subcontracting**

- a) If, for a specific project, the District wishes to contract services of individuals outside the bargaining unit, this contracting of services will not need to be bargained provided no permanent employees are laid off, reduced in hours, or terminated as a result of that particular project. If the District determines a need to change the status of any employee as specified above, that project will need to be bargained.
- b) The District agrees to not subcontract out work currently performed by members of the bargaining unit in any way that causes layoffs, reduced regular hours, termination, loss of employment, or elimination of KCACE positions.

ARTICLE 3 - NON-DISCRIMINATION

Employees shall not be discriminated against by the Board or by the Association because of age, race, religion, sex, sexual preference, political affiliation or involvement, or because of the exercise of other rights under this Agreement.

ARTICLE 4 - DISTRICT RIGHTS

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the Klamath County School District and its program facilities, properties, and activities of its employees within the scope of their employment. The District retains the right to manage, direct, and control the Klamath County School District except as such rights are specifically modified or waived by the terms of this Agreement.

ARTICLE 5 - ASSOCIATION RIGHTS AND PRIVILEGES

A. **Information**

The District agrees to make available to the Association in response to reasonable requests public information in conformity with Oregon Revised Statutes. Any charge made for this information shall be in accordance with District policy.

B. **Bulletin Board Space**

Upon request, the District agrees to provide the Association with reasonable space on one existing bulletin board in each school building or other District building. Utilization of this space will be arranged through the building Principal or department supervisor so long as such communications are labeled as Association postings and are not defaming to any individual or group.

Statements of position by the Association regarding District policies and practices are appropriate items to be placed on the bulletin board.

C. **Mail Facilities and Mailboxes**

The Association is permitted reasonable use of the District's inter-school mail facilities and school mailboxes. The Association's building representative in each District building will have a mailbox.

D. **Use of School Equipment**

The Association shall have the right to use school facilities and other equipment including duplicating equipment, calculating machines, computers, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use upon approval of the building Principal or supervisor. Reasonable supply costs and repairs necessitated by such use shall be paid for by the Association.

E. **Signed Agreements**

The District agrees to furnish one hard copy of the signed Agreement per building to the Association for distribution. The hard copies will be furnished within 30 calendar days of the ratification of the Agreement by the parties.

F. **Communication**

We recognize the importance of open and ongoing communication. As part of our partnership, the District and the Association commit to two regular meetings annually to discuss matters of mutual concern. One of the two meetings will take place before the beginning of the school year, in which potential hour reductions may be discussed. Dates to be determined by the District and the Association.

G. **Personnel Files**

All employees shall have the right to review the contents of their own personnel file. The employee may file a written rebuttal to anything placed therein.

The personnel records of any classified employee shall not have any new material or information of a critical nature that does not bear the employee's signature or initials 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 or initial such information.

Any material of a critical nature that is over five (5) years old may be removed from the employee's personnel file upon request of the employee and at the District's discretion.

H. Emergency School Closure

1. Announcement

The District shall use all reasonable efforts to notify employees in the event of school closure. Automated calling and/or media announcements shall be deemed to be a proper notice for all employees.

2. Report to Work

A. School Closure Due to Inclement Weather

In the event school days are canceled due to inclement weather, other natural disasters, or building problems, employees shall be paid for the days as if they were worked, but shall not be required to report to work. Custodians, Maintenance, Nutrition Services, and one building Secretary shall be required to report to work at the request of their building supervisor or other designee.

The employees required to work will be paid at their regular hourly rate for any hours worked in addition to their day's regular pay. If the announcement is made to cancel after the start of an employee's workday, and the employee has already reported to work, the employee will receive two (2) hours' pay (may be required to work the two (2) hours before being released from duty).

An employee who had requested and been granted personal leave, sick leave, vacation, bereavement, or compensatory leave for a canceled day shall have the leave restored.

B. Delayed Start

1. Any employee asked to work by their Supervisor during the delay will be paid at their regular hourly rate for any hours worked in addition to their day's regular pay, i.e. double pay.
2. If the announcement is made to delay after the start of an employee's workday, the employee will be paid for the time worked prior to the announcement, plus time worked during the delay, at their regular hourly rate for any hours worked in addition to their day's regular pay, i.e. double pay.
3. Employees not required to report to work on a delayed start, but choose to report before their delayed start time, will not be paid for any additional hours in addition to their day's regular pay.

4. Emergency

In case of an emergency, all employees may be required to work. The employees shall receive time and one-half pay for each hour worked, and will be paid for no less than two (2) hours.

5. Additional Days

It is understood and agreed that the procedures outlined previously are applicable for no more than four (4) days. The District reserves the right to notify employees not to report for work or to receive pay if the number of days goes beyond the four (4) days set forth.

6. Not Reporting

An employee not reporting for work may elect to use accumulated comp time, personal leave, or be docked for the day.

ARTICLE 6 – EMPLOYEE EVALUATION

A. **Employee Evaluation**

1. Evaluations shall be completed by supervisory or administrative staff of the District.
2. Each bargaining unit member, within three weeks of their start date, shall receive a copy of the position description, evaluation rubric, and job expectations for his/her regular assignment. Employees shall be evaluated on the performance of their normal duties as outlined in their positions description.
3. Probationary employees shall demonstrate their ability to perform the duties of the positions for which they were hired for duration of ninety (90) calendar days. Periods of absence from work shall not be counted toward completion of the probationary period. A formal Progress Check is to be completed at approximately mid-point in probationary period. If in the opinion of the employee's supervisor, the employee is not performing the duties of the position satisfactorily, that employee may be dismissed. Such dismissal will be subject to Level One of the grievance procedure only.
4. The District shall have the right to discharge any employee at any time during said employee's probationary period and this right shall be subject to Level One of the grievance procedure only.
5. All year one employees will be evaluated at the conclusion of their first year of employment. All other regular employees will be evaluated every two (2) years. At the Administrator/Supervisors discretion a classified employee may be evaluated on

a yearly basis. Administrator/Supervisor will share and discuss final evaluation with the employee by June 1.

6. The evaluation will be discussed with the employee, signed by the supervisor and the employee, and a copy given to the employee. If the employee does not agree with the supervisor's evaluation, said employee may attach his/her rebuttal to the evaluation, and both said documents shall be placed in the employee's personnel file.
7. If, in the opinion of the employee's supervisor, the services of an employee are unsatisfactory, the following procedures will be implemented:
 - a. The District shall conduct a conference with the employee, the employee's representative if the employee so requests, and the supervisor at which time the District shall inform the employee orally and in writing of the types of deficiencies (Plan of Assistance), discuss the District's expectations of the employee, and inform the employee of the corrections that must be made within a specified period of time, but shall be not less than eight (8) weeks. The employee and Administrator/Supervisor will meet at least four (4) total times during the duration of the Plan of Assistant after the initial conference.
 - b. If, at the end of eight (8) weeks, the employee's performance is not thereafter satisfactory, a recommendation may be made, and that recommendation and the reasons therefore shall be furnished to the employee in writing. If satisfactory improvement has been made, the employee will be so advised in writing.
 - c. In the event that a member has been dismissed as a result of unsatisfactory performance, any grievance filed will begin with the Superintendent Level and be dealt with at the Board Level, if necessary, under ORS 332.544, and in accordance with Article 8, Section C, 3, of this Agreement.

ARTICLE 7 - EMPLOYEE DISCIPLINE

A. Criticism

1. Supervisor/Board Member-Employee Criticism

Any question or criticism by a supervisor, administrator, or school board member of an employee on work related matters shall be made within ten (10) working days of the first knowledge of the supervisor, administrator, or board member regarding the question or criticism and shall be made in confidence and not in the presence of students, other employees, parents, or public gatherings.

2. Employee-Supervisor/Board Member Criticism

Any questions or criticism by an employee of a supervisor, administrator, or school Board member on administration related matters shall be made within thirty (30) days of the question or criticism and shall be made in confidence to the above-named personnel or through the proper channels to the administration or the Board, and not in the presence of students, other employees, parents, or public gatherings.

B. **Discipline**

1. Representation

If a member is required to attend a meeting which could result in disciplinary action, that member will be informed that he/she has a right to Association representation. When a request for such representation is made, no action shall be taken with respect to the employee until a representative of the Association is present.

2. Conference

Any concerns about the behavior of a member which could lead to disciplinary action will first be shared, within ten (10) working days. The member will have the opportunity to respond to any concerns. Concerns that are not discussed with the employee within ten (10) working days may not be used in the employee's evaluation or any disciplinary action. If the Supervisor decides to take disciplinary action, such charges and actions will be put into writing.

3. Flagrant Misconduct

In the event of flagrant misconduct, the employee may be suspended with pay until the misconduct is investigated and a decision made to retain, discipline, demote, or discharge the employee. If the employee is cleared of the alleged misconduct, the employee will be immediately reinstated.

4. Just Cause

The District shall not discipline, reprimand, suspend, reduce in compensation, or discharge any employee without just cause, except for termination of a probationary employee.

5. Grievance Procedure

If a member is disciplined, he/she has the right to exercise the grievance procedure in accordance with Article 8 of this Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to provide an orderly method of resolving grievances regarding the meaning, interpretation, or alleged violation of the provisions of this Agreement. A determined effort shall be made to settle any differences at the lowest possible level in the grievance procedure.

A. Definitions

1. "Grievance" shall mean a substantial difference of opinion regarding the meaning or interpretation of the express terms of this collective bargaining agreement.
2. "Grievant" is the person or persons who has the grievance and is presenting the claim, also referred to as the claimant.
3. The "party in interest" is either the person or persons making the claim or the person or persons against whom the claim is made.
4. "Consultant" is the one who advises either party in interest.
5. "Representative" is the one who may speak for and/or advise a party in interest.
6. "Immediate supervisor" is the one who has direct administrative or supervisory responsibility over the grievant in the area of grievance.
7. The term "days" when used in this article shall, except where otherwise indicated, mean the grievant's working days.
8. "Persons officially involved" means the Superintendent, the Superintendent's representatives and/or consultants, the grievant, the Association representatives and/or consultants, and witnesses.

B. General Procedures

1. This procedure shall be processed within a specified length of time as outlined within the grievance procedure.
2. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith effort to shorten the number of days provided. Time limits may be extended by mutual agreement memorialized in writing.
3. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures.
4. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of grievances.

5. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified length of time shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified length of time shall permit the grievant to proceed to the next level.
6. All documents, communications, and records of a grievance will be filed in the school District office separately from the personnel file.
7. Forms for processing grievances shall be prepared by the Superintendent or his designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties to facilitate operation of the grievance procedure. In the event no forms are available, the employee will proceed pursuant to Level One of the grievance procedure with the aid of a grievance committee representative if so desired.
8. Every effort will be made by all parties to avoid the involvement of students in the grievance procedure.
9. All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties.
10. Each grievance shall have to be initiated within fifteen (15) days after the occurrence of the cause for the complaint. However, if the grievant did not become aware of the occurrence until a later date, then he must initiate action within fifteen (15) days following the grievant's first knowledge of the cause. In failing to thus initiate, he may be considered to have no reasonable grievance.

C. **Levels of Grievance**

1. Level One - Immediate Supervisor

The grievant will first discuss the grievant's grievance with the grievant's principal or immediate supervisor with the objective of resolving the matter informally.

If the grievant is not satisfied with the disposition of the grievant's grievance, the grievant may file a written grievance with the grievant's immediate supervisor. This written grievance must be filed within fifteen (15) workdays of an employee's knowledge of a violation or basis for a complaint.

A copy of the grievance statement will be given to the supervisor.

The immediate supervisor must respond in writing within five (5) workdays of receipt of the grievance.

2. Level Two - Superintendent

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

Appeals to the Superintendent or his/her representative shall be heard by the Superintendent or his representative within ten (10) days of his receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the grievant.

Within five (5) days of hearing the appeal, the Superintendent or his representative shall communicate to the grievant his written decision which shall include supporting reasons therefore.

3. Level Three - School Board

If the grievant is not satisfied with the decision of the Superintendent or his representative, he may file a written appeal with the Superintendent within five (5) days from receipt of the decision. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level Three, school Board.

The Superintendent shall place the appeal on the Board's next regular meeting agenda which allows at least five (5) days' written notice to be given of the time and place of such hearing to the parties involved, at which time the appeal shall be heard by the Board for the purpose of resolving the grievance. A special meeting may be called to hear the appeal. Within five (5) days following the hearing, the Board shall render its decision in writing to all official parties. If a Board member was involved in the employee criticism, said Board member will abstain from the Level Three decision.

4. Arbitration

The decision of the Board will be final, except grievances involving the violation of specific provisions of this Agreement may be submitted to arbitration under the following conditions:

Step A All steps provided for in the grievance procedure must be first exhausted.

Step B The issue must involve a violation of a specific provision of this Agreement in which the grievance of an Article or portion thereof is not terminated at the Board level.

- Step C Written notice of a request for arbitration must be filed with the Superintendent within fifteen (15) days of receipt of the decision from Level Three.
- Step D When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an arbitrator. Within fifteen (15) days after notice of submission to arbitration, either party may request a list of arbitrators from the Employment Relations Board.
- Step E The arbitrator so selected shall confer with the representatives of the Board and the classified employee and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of hearings. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue submitted.
- Step F The arbitrator shall have no authority except to pass on alleged violations of the express provision of this Agreement, as set forth in Step B. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the District's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
- Step G The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement.
- Step H The arbitrator's fees and expenses shall be shared equally by the Board and the grievant. The expenses and compensations of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participants.
- Step I The arbitrator shall submit a copy of the decision to the Association, Superintendent, and the chairperson of the Board.
- Step J The decision of the arbitrator shall be final and binding on the parties.
- Step K Taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party to otherwise contest the grievance in any other forum. This section does not apply to an employee's filing of a complaint with BOLI or EEOC.

ARTICLE 9 - SENIORITY, VACANCIES, AND TRANSFERS

A. Seniority

1. Definition

Seniority shall be defined as the total length of continuous service within the District as a regular employee from the first date of service after the last date of hire. For the purpose of computing seniority, all authorized leaves shall be considered as time worked. An employee shall retain all seniority credit in the event of voluntary termination for a period of three (3) years.

B. Vacancies

Any classified position within the District that has been approved and budgeted by the Board which becomes vacant through retirement, resignation, transfer or other form of termination shall not be filled with a substitute/temporary employee beyond ninety (90) consecutive calendar days.

1. Posting

When a vacancy within the bargaining unit is to be filled, the District shall post the vacancy notice on the District's website. This notice shall state the District person to contact for accepting applications and shall also state the position, wages, qualifications, and the location of the work site. The job posting shall be posted on the District's website at least seven (7) calendar days prior to the position being filled. During that period, any District employee who wishes to apply for the position may do so. Internal applicants who meet the minimum qualifications for the posted position and have not had any performance deficiencies documented in the personnel file in the past calendar year shall be granted a timely interview.

Any vacancy created between August 10th and September 15th will be posted for three calendar days prior to interviews. After September 15th postings will resume to a seven calendar day minimum prior to filling the position.

Prior to the posting of vacancies within the bargaining unit, the District shall comply with the requirements of Article 10, Lay Off/Reduction in Force (Refer to D & F).

a. New Positions

In the event a new position is established, the District will notify the Association of this placement, together with a copy of the job description. If the Association wishes to bargain over this placement, the Association President will contact the Director of Human Resources/designee in writing within five (5) working days.

b. Summer Recess

During summer recess periods, position announcements will be posted on the District's website.

2. Criteria and Outside Applicants

In filling new positions or vacancies, newly created or existing, and two or more applicants are judged to be equally qualified for the position based on verified and documented experience, training, and acceptable job performance, internal applicants shall be given preference and the employee with the most seniority will be selected. This procedure does not preclude the right of the District to hire someone from 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.

3. Denial Notification

If an employee is not the successful applicant for a vacancy, he/she will be so notified in writing by the District. The employee may request, in writing, specific reasons for the selection made. Such explanation will be provided to the employee in writing.

C. **Voluntary Transfer**

1. Employees of Klamath County School District who transfer between job classifications may be eligible for placement at a salary schedule step other than Step 1.
2. Employees of Klamath County School District who transfer between job classifications and/or locations will be placed on the step closest to his/her current rate of pay without any reduction except in cases where the employee voluntarily applies for and accepts a position of lesser compensation.
3. Employees transferring to a position of increased responsibility will be placed at the lowest step that will result in an increase of at least \$1.00 per hour, except that the transferring employee will not be placed on a step higher than their current step, even if this limitation results in less than a \$1.00 per hour increase.

D. **Involuntary Transfer**

1. Necessity

When the District deems it necessary to involuntarily transfer a member because of:

- a. Program elimination;

- b. Program changes;
- c. Enrollment changes and/or redistricting;
- d. Problems involving interpersonal relations.

The member will have the opportunity to make known to the appropriate administrator(s) his or her wishes regarding a new assignment.

- 2. Employees who are involuntarily transferred will be notified of the decision in writing at least one (1) week in advance and will not suffer an hourly or rate reduction. If the affected employee is transferred to another job classification, the employee will be placed on the step closest to the employee's current rate of pay without any reduction. If the employee has prior District experience in the position they are being transferred to, the District will place them on the appropriate step based on that experience. The District will consider District seniority before Involuntary Transfer.
- 3. If the affected employee is involuntarily transferred to another job classification and/or location, the employee will not suffer any hourly or rate reduction.
- 4. Any other conditions not covered above will be discussed with the Association prior to the District's decision in the matter.

ARTICLE 10 - REDUCTION IN FORCE/LAY OFF

A. Definitions

- 1. Layoff - A reduction of the entire position held or a reduction of more than one hour per day, or a reduction that causes loss of eligibility for these benefits: vacation, insurance, or PERS. This does not include reductions of hours resulting from the loss of temporary grant funds.
- 2. Qualifications - The minimum standard of performance required by the District, as per District job description, and any special occupational skills.
- 3. Bump - The displacement of one employee by another employee with greater seniority.
- 4. Classification - The specific title to which an employee is assigned based on the District's classified employee's classification schedule.
- 5. Job Category - The major District employee groupings. For example, transportation, food service, custodial, maintenance.
- 6. District Seniority - Based on continuous employment with the District since original date of hire without a break in service. For the purpose of computing seniority, all authorized leaves shall be considered time worked.

7. Classification Seniority - Based on date an individual was hired into classification presently held without a break in service.
8. Break in Service - Voluntary or involuntary termination of one's employment status with the District excluding paid and unpaid leaves and periods of layoff.

B. Written Notice

If the District determines the need for a permanent reduction in its work force, written notice of not less than two (2) weeks shall be provided to employees to be laid off and to the Association. While the District reserves the right to determine positions to be eliminated, layoffs shall be determined as follows:

1. Employees shall be laid off within a job classification according to District seniority. Where District seniority dates are the same, classification seniority shall apply. Ties of classification seniority shall be broken by lot.
2. If there are no vacancies in an employee's classification, an employee scheduled for layoff may, using District seniority, bump the less senior employee in a lower-paid classification within the employee's same job category. An employee may elect the option of layoff in lieu of bumping an employee who is in a lower-paid classification within the same job category.
3. Any employee to be laid off after 1 and 2 above have been followed may retreat to a position formerly held in a different job category if the employee has more total District seniority than another employee in that category. An employee may elect the option of layoff in lieu of bumping an employee who is in a different job category.

C. Bumping Rights

An employee who has bumping rights under this article shall be placed in the position held by the less senior employee in that job classification.

1. If that position has more hours than the bumping employee previously worked, the bumping employee will be assigned those extra hours on approval of the District.
2. If that position has fewer hours than the bumping employee previously worked, the employee may bump into the position, however, the employee shall retain all recall rights. An employee may elect the option of layoff in lieu of accepting less hours.

D. Placement

Prior to layoff or displacement of employees through the bumping process, the District will place affected employees in existing vacancies within the same classification. Qualified employees will be offered positions with the same number of permanent hours first,

positions with up to one additional permanent hour second, and positions with a fewer number of permanent hours last.

E. **More Than One Position**

If an employee holds two (2) different positions concurrently in two (2) different job classifications, decisions about reduction in force will be made separately for each part of the employment in accordance with the provisions above.

F. **Recall by Seniority**

Employees shall be recalled by seniority as openings become available within their pre-layoff classification or a lower paid classification within the same category for which they are qualified, or within another classification they have previously held in the District and remain qualified for. No new employees will be hired into classifications from which employees are laid off and for which they remain qualified and eligible for recall.

G. **In-District Applicants**

Qualified employees on layoff status will be considered in-District applicants when applying for positions in a classification not previously held.

H. **Lower-paid Classification**

No employee shall have their rights waived for recall for refusing to accept a lower-paid classification or the classification held at time of layoff if less than the hours worked previous to layoff. However, if an employee chooses to bump into positions with lesser hours or lower pay, the employee shall retain all recall rights.

I. **New Employment Locations**

In the event layoffs occur and employees with more seniority are transferred to positions vacated by employees laid off, the transferred employee may, but will not be required to, transfer to a new employment location beyond the following groupings:

1. Suburban including Keno, Mazama, Falcon Heights and Henley.
2. Malin, Lost River, Merrill, and Bonanza.
3. Chiloquin.
4. Gearhart.
5. Gilchrist.

If the new employment location is beyond the employment location group such as a Chiloquin employee facing a layoff transfer to Henley, the Chiloquin employee could elect to go on layoff status rather than be required to take the vacated position at Henley.

J. **Forfeiture**

Should an employee be offered a position within the same geographic location, in the same classification(s), with equal or greater hours, and reject that offer, he or she will forfeit their recall rights after the second rejection and will be deemed to have resigned from District employment.

K. **Insurance**

Throughout the layoff period, the employee may elect to purchase COBRA insurance at the District group rate at his/her own expense.

L. **Restoration**

All benefits to which an employee was entitled at the time of layoff will be restored upon return to active employment and the employee will be returned to his/her salary position prior to reduction in force.

M. **Notification**

In the event of recall, the District will notify an employee of recall by registered mail, return receipt, at the last address given to the District office by the employee. An employee shall have ten (10) calendar days from receipt of the letter to notify the District of his/her intent to return and must be able to return within ten (10) calendar days of the letter of intent.

N. **Layoff Status Termination**

Layoff status shall automatically terminate if any one of the following occurs:

1. An employee is not recalled within twenty-seven (27) months from the effective date of such layoff.
2. An employee fails to respond, within ten (10) calendar days of receipt of notice of recall by registered mail.

O. **Requested Information**

Upon request, the District shall provide the following information to the Association:

1. A current seniority list.

2. A list of bargaining unit members who have been laid off, including the job classification(s), after layoffs have been completed.

ARTICLE 11 - VACATION TIME

A. Regular Full-time

Vacation time for classified employees who work at regular eight (8) hour, full-time twelve (12) month jobs will be in conformance with the following schedule:

Years of Service

1 through 5 years worked	10 workdays per year, paid
6 through 11 years worked	15 workdays per year, paid
12 + years worked	20 workdays per year, paid

1. Prorating

After completing five (5) years of work, an employee shall be entitled to fifteen (15) days' vacation. The first year of employment shall count as a full year of work if employed prior to January 1. The employee's first year of work will have the vacation benefits prorated for the time employed for that year. Terminating employees will have their vacation time prorated also.

2. Upgrade

Employees who have worked as an eight (8) hour employee, in a less than a (12) month position and then transfer to an eight (8) hour, twelve (12) month employee position will be granted one-half year credit toward vacation time for each consecutive year worked as a less than twelve (12) month, eight (8) hour employee.

B. Approval

Any vacation time taken shall have prior approval by the immediate supervisor. Arrangements for vacation time will be made at least one (1) week in advance.

For 12 month employees, up to one-half the annual vacation time may be taken consecutively during the school year with prior approval from the building supervisor and the District administration.

C. Use

Vacation time earned in any contract year (July through June) must be used prior to June 30 of the following year unless approved by the District administration. Employees will be paid for accrued vacation or comp time by June 30 for any hours accrued over one hundred sixty (160) hours unless otherwise approved by the administration.

D. **Non-Twelve Month Employees**

Employees who work in less than twelve (12) month jobs do not receive vacation benefits.

E. **Transfer**

Employees transferring from less than twelve (12) month positions to a twelve (12) month position will accrue vacation time as follows:

1 st to 15 th of Month	-	First day of month hired
16 th to End of Month	-	First day of following month

F. **Accumulated Vacation Time**

Vacation will be accrued on a monthly basis. Accumulated vacation time shall be printed on pay stubs.

G. **Separation of Employment**

When an employee separates from the District they will be paid out their accumulated vacation time.

ARTICLE 12 - PAID HOLIDAYS

A. **Twelve Month Employees**

Twelve (12) month employees will receive pay for the following holidays:

New Year's Day	Labor Day
Presidents' Day (Third Monday in February)	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	Juneteenth

B. **Less Than Twelve Month**

Less than twelve (12) month employees will receive pay for the following holidays:

Labor Day	Presidents' Day (Third Monday in February)
Veterans' Day	Memorial Day
Thanksgiving Day	
Day After Thanksgiving	

C. **Eligibility**

In order for an employee to receive pay for the above holidays, he/she must have been employed the day before and the day after the holiday.

D. **Working Holidays**

Any classified employee who works on a designated holiday will receive time and one-half pay for the hours worked plus a full day's pay for the holiday unless the employee requests an exchange for a normal workday whereas the rate of pay will be the regular amount. However, additional overtime or compensatory time for custodians who have weekend work assignments will not apply because these considerations have been included in the formula for determining the weekend salary.

E. **Early Release**

All eight (8) hour employees may leave one (1) hour prior to their regular quitting time on the last working day preceding any school holiday and Spring Break unless their services are required by the supervising administrator. Those employees whom are required to perform these essential services shall be provided flexibility of using one (1) hour flex time within the same school year with Administrator approval. The Administrator/Supervisors will track flex time.

ARTICLE 13 - PAID LEAVES

A. **Sick Leave**

1. Rate of Accumulation

All employees shall accrue sick leave as an insurance against the impact of personal or family illness or injury as provided in ORS 332.507 (Family defined as immediate family - Section H, Subsection 2, Definition.) Employees who serve for a fraction of the fiscal year and/or a fraction of the regular workday shall accrue sick leave benefits as a prorata basis. Each employee shall be furnished a statement each payday showing the number of hours accumulated for unused sick leave that is available. Unused sick leave shall accumulate to an unlimited total.

2. Certification

Certification of an illness shall not be required unless the employee is absent in excess of five (5) consecutive work days or as provided in state and federal leave laws. If medical evidence indicates an employee can return to his/her duties, he/she shall return.

3. Sick Leave Utilization

Sick leave shall be utilized for personal medical, dental, and optical appointments on an hour for hour basis. Sick leave may be utilized for absence due to personal illness, injury, or a disabling condition including pregnancy as verified by a physician. Sick leave may be utilized for the reasons provided for in ORS 653.616.

4. Workers Compensation

When an employee is absent due to illness or injury compensable under Workers Compensation Law, ORS 656.240, the District's obligation to pay this sick leave is limited to the difference between the payment received as a result of a workers compensation award and the employee's regular salary. In such instances, prorated charges will be made against accrued sick leave. If there is no sick leave, then the employee will only receive the insurance payment.

5. Light Duty Work

Any employee on workers compensation leave who has exhausted his/her sick leave and whose physician certifies a return to light duty work may be granted such work.

6. Sick Leave Donation Program

Should a serious health condition of an employee or immediate family member defined by Section H, subsection 2. Definition, cause an employee to exhaust their accumulated sick leave days, personal leave days and vacation days, the employee may apply for the use of up to thirty-five (35) additional leave days during the school year under the following conditions:

- a. The employee must have used all of their accumulated sick leave.
- b. The employee must have used all of their personal leave.
- c. The employee must have used all of their vacation leave.
- d. The employee must not be eligible for lost time compensation under Worker's Compensation.
- e. The employee has been absent for five (5) consecutive days or demonstrates a continuing pattern of absence because of a serious health condition.
- f. The employee must complete an application form and submit it to the Director of Human Resources.
- g. The employee must present a physician's statement that the illness or injury prevents the member from working.
- h. Only employees who donate to the sick leave bank in the current school year before October 31 or within 90 days of hire, can be eligible to receive time from the sick bank in the current school year.

The completed application, physician's statement and any other documentation will be reviewed by a committee composed of the Director of Human Resources, the Association President, and Association designee and a District designee.

The committee assembled above will determine whether donated leave for the individual will be granted. If donated leave is not granted, the member shall be notified in writing.

If donated leave is established for the member, a letter will be sent from the Director of Human Resources confirming the leave.

Any approved hours/days that go unused will be returned to the sick leave bank at the end of the school year. Donated hours or days used for any illness other than the serious health condition listed on your physician statement would be considered misuse of donated leave.

The leave is limited in scope to Klamath County School District classified employees who voluntarily donate sick leave hours using the form provided.

Each employee may donate up to forty (40) hours in four (4) hour increments.

The donated hours will be exchanged for a dollar amount and placed in the sick leave donation bank. Employees approved of sick leave donation will receive hours based on their hourly wage.

Unused donated hours/monies will be carried over to the next school year. The District will notify the Association of the total number of hours/monies that are carried over at the end of each school year, in writing.

Not more than thirty-five (35) donated days will be used by the employee in more than one school year.

7. Extended Illness

If an employee uses all of his/her sick leave, the District may place the employee on unpaid medical leave for up to one year.

8. Other Oregon Districts

All sick leave accumulated in other Oregon school districts shall be credited to new employees. The employee needs to contact the human resources office to effect the change.

9. Non-use of sick leave

Any employee who does not use available sick leave, in any increment, during an entire school year will be granted one (1) personal leave day. Employees will be issued this personal leave day at the end of the school year. They will be allowed to use this personal leave day during the ensuing school year. Donating to the sick leave bank will not be considered sick time for this purpose.

B. **Court Appearances**

When an employee appears in court proceedings in his/her own behalf, he/she will be granted such leave without pay. If an employee is called for jury duty, or is subpoenaed as a witness in a court case, he/she will be entitled to reimbursement by the District at the straight-time hourly rate of his/her regular job for the hours of work necessarily lost as a result of the court appearance for duty less the amount of reimbursement paid by the court excluding mileage reimbursement. In order to be eligible for pay, the employee must present a jury attendance or other official documentation of appearance.

C. **Personal Leave**

Permanent members of the bargaining unit may, upon prior approval of the supervisor, be eligible for two (2) days of personal leave per year with the option to roll-over up to two (2) paid days to the following school year. Each member may accumulate no more than four (4) paid personal leave days in one year, which may be used when required to transact personal, business, or other legal matters, which cannot be handled at a time other than a school day. No specific reason needs to be given. Personal leave must be requested a minimum of twenty-four (24) hours in advance. Personal leave must be taken in a minimum of half day increments.

Compensation/Roll-over – If any member wishes to roll-over up to two (2) paid personal leave days into the next school year, they must notify the District and fill out a **District Personal Leave Roll-Over** form no later than May 10 of each school year. Employees who work six (6) or more hours per day and fail to submit a completed roll-over form, shall receive a \$125 per day rebate if personal days are not used during the year. A member who chooses to roll-over up to two (2) paid personal leave days into the next school year, will have the option of using all four (4) days or using up to two (2) of the paid personal leave days and being paid the \$125 per day rebate for the additional days up to two (2), or rolling two (2) days into the next year. Roll over days must be in full work day increments. Payment will be limited to no more than two (2) paid days in any given school year.

The District agrees to provide a third personal leave day for classified staff. The third personal leave day will be non-compensatory and non-accumulative.

Employees who have been employed by the District with twenty (20) or more consecutive years of service will receive two (2) additional paid personal leave day per year. These days must be used and are not eligible for compensation or rollover.

Employees hired after January 1 of any given year will be eligible for one (1) personal leave day only for the remainder of that year.

D. **In-District Association Leave with Pay**

Association representatives shall be allowed time away from their duty stations without loss of pay for the specific purposes of meeting with District representatives concerning administration of this contract and adjusting grievances under the procedure defined herein with verbal notification to the Superintendent or Director of Human Resources.

E. **Association Leave**

The District will grant the Association a total of two hundred (200) leave hours for Association business each year, and three hundred (300) hours when the parties are bargaining the full contract. These requests for Association leave will be made in writing to the Superintendent or designee at least forty-eight (48) hours in advance of the proposed absence and suitable substitutes are available. Substitute pay will be deducted for the two hundred (200/300) hours. If the Director of Human Resources/or designee calls a meeting with the Association during work time, no time will be taken from the allotted hours.

F. **Educational Leave with Pay**

Leaves of absence with pay to attend workshops, conventions, or other training programs may be available upon request to the building Principal or department administrator with approval of the Director of Human Resources. Expense allowances for meals, lodging, and travel may be granted for such leave according to District policy. An itemized reimbursement form must be submitted to the fiscal services office within ten (10) days.

G. **Military Leave with Pay**

Pursuant to ORS 408.290, an employee who is a member of the National Guard or of any reserve components of the Armed Forces of the United States, is entitled to a paid leave of absence, without loss of other benefits, from his/her duties for a period of not more than fifteen (15) calendar days in any one federal fiscal year (October 1-September 30). An additional fifteen (15) calendar days shall be granted provided such leave is without pay. No more than fifteen (15) calendar days may be used for such purpose at any one time. Military leave will be granted only when an employee receives bona fide orders to active or training duty for a temporary period and shall not be paid if the employee does not return to his/her position immediately following the expiration of the period for which he/she was ordered to duty. Leave with pay shall not be granted to employees entering the military service for extended and indefinite periods of active duty.

H. **Bereavement Leave**

1. Limit

Leave with full pay shall be allowed up to a maximum of seven (7) days for death in the immediate family during any school year. This leave does not accumulate from year to year.

2. Definition

Immediate family shall be defined as follows:

- a. Spouse of the employee.
- b. Children of the employee, including stepchildren.
- c. Mother, father, sister, brother, mother-in-law, father-in-law, stepmother, stepfather, grandparents, grandchildren of the employee, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunts, uncles, nieces, nephews, and legal guardian. Proof of guardianship may be required by the District. Exceptions may be made by the District office administration.

3. Nearest Relative

If none of the immediate family, as defined above, is living, the employee will be entitled to seven (7) days bereavement leave at the death of his/her nearest relative.

4. Not Charged to Sick Leave

Days used for bereavement will not be charged against sick leave.

5. Exceptions Procedure

The employee or his/her supervisor will request permission of the district office Director of Human Resources shortly before or after the time needed where exceptions may apply. The request may be either verbal or written. The Director of Human Resource's response will be in writing.

I. **Extensions**

At the discretion of the District, any of the leaves contained in this article may be extended as needed.

J. **District Notification**

The District will apprise any employee of their rights under this article when the District Director of Human Resources has written knowledge of a personal hardship, which could be lessened by the benefits outlined in this Article.

ARTICLE 14 - UNPAID LEAVES

An employee absent from work because of an authorized leave without pay shall not be eligible for nor accrue benefits provided under the terms of this Agreement unless allowed by specific provisions of this Article.

A. **Medical Leave**

Upon application by an employee, medical leave without pay for the purpose of personal illness or injury of an employee shall be granted after sick leave with pay has been exhausted. Such period of leave without pay may be limited to not more than a total of one (1) year during the life of this agreement, at the discretion of the superintendent, except in the case of employment incurred injury in which case the period of leave shall be for the entire period of disability resulting from the injury. An employee on such leave shall not engage in any employment without prior permission from the District.

B. **Leave of Absence**

Upon request, an employee may be granted a leave of absence without pay for a period of up to one (1) year. Such request shall include reason for such leave.

C. **Bereavement Leave**

Upon request, an employee shall be allowed up to two (2) days of absence in case of death of a more distant relative or friend not covered under the definition of immediate family. Such leave shall be without pay and shall be utilized not more than once per fiscal year. Such leave shall not accumulate from year to year.

D. **Parental Leave**

Employees in the unit shall be granted parental leave without pay for a specific period of time, up to one year and upon written request, for the purposes of childbirth and for care of natural or adopted infant children. The beginning and end of such leave for childbirth shall be determined by the employee and the physician.

E. **Military Leave**

An employee shall be entitled to a military leave of absence without pay during a period of service with the Armed Forces of the United States. He/she shall, upon honorable discharge from such service, be returned to a position at the salary rate prevailing for such class. Such

employee shall make application for reinstatement within the time period required by law. Failure to comply with these provisions will terminate military leave status and its benefits.

F. **District Notification**

The District will apprise any employee of their rights under this article when the District Director of Human Resources has written knowledge of a personal hardship, which could be lessened by the benefits outlined in this Article.

ARTICLE 15 - RETURN TO WORK

A. **Status Upon Return**

When the Association and District agree, an employee returning from a leave of absence will return to the same position he/she had prior to leave. If the Association and District do not agree, the District retains the right to place that employee in an appropriate position. (Reference Article 10, I - New Employment Locations.)

B. **Seniority/Pay**

Authorized leaves will not be considered a break in service. All accrued benefits earned prior to leave will be reinstated upon return from leave. There will be no loss of seniority/pay.

C. **Seniority Accrual**

No seniority shall accrue during an approved unpaid leave (with exception of military leave).

D. **Restoration**

In the event of voluntary or involuntary termination of employment and subsequent rehire, the employee will be given credit for prior experience for salary purposes if the last date of permanent (regular) employment was no more than three (3) years prior to the time of the new hire. This does not apply to substitute/temporary work done.

ARTICLE 16 - WORK TIME

A. **Workweek**

The standard workweek in Klamath County School District commences Monday and concludes on Friday but may vary for some employees. The work time for regular full-time employees shall consist of forty (40) hours of work during this standard workweek.

B. **Workday**

The usual workday for a regular full-time employee shall consist of eight (8) hours of work, excluding the lunch period (10 hours per day for those employees assigned to a four-day workweek pursuant to ORS 653.268). For regular employees less than eight (8) hours, the workday shall consist of the number of daily hours established for the particular job filled.

C. **Lunch Periods**

Each regular employee working six (6) or more hours shall have scheduled an uninterrupted lunch period of not less than one-half (½) hour and such lunch period shall not be credited as time worked. The lunch period shall be scheduled by the supervisor as nearly as is practicable to midshift.

D. **Reporting Time**

Each employee shall report for work on time at the beginning of his or her workday as established by the supervisor, unless notified otherwise prior to that employee's reporting to work.

Bus drivers reporting to work for an activity trip, but not making the trip due to cancellation without prior notification of cancellation, shall receive two (2) hours' activity pay.

E. **Overtime**

1. Calculations

Eligible employees shall be compensated at the rate of time and one-half in the form of pay or compensatory time off work consistent with state and federal law for all assigned work in excess of forty (40) hours in any workweek. The workweek shall be defined as Sunday through Saturday.

2. Approval

All overtime work or work in addition to the normal workday must have prior approval by the employee's supervisor.

3. Compensatory Time

Compensatory time off must be arranged with and have the approval of the supervisor at least one day prior to the date on which the compensatory time is taken. Compensatory time may be combined with vacation time for leaves from work. Employees who do not use all their compensatory time may elect to rollover compensatory time maximum forty (40) hours to the following school year and be paid out on the remaining time on June 30 or elect to be paid out for total

compensatory time on June 30 of each year. The District reserves the right to regulate when it is taken.

F. **Break Periods**

Regular employees will have one paid fifteen (15) minute break period every two (2) consecutive hours of work.

Where practical, break periods will be scheduled as close to the middle of the employee's work period as possible. If the employee's work duties or personal needs make it impractical to schedule the break in the middle of work periods, then reasonable variations are appropriate.

If a supervisor or employee has trouble scheduling appropriate break times or getting away from work to take scheduled breaks, then the supervisor, the employee and a KCACE representative will meet to agree on a workable schedule.

If a workable schedule cannot be agreed upon the Director of Human Resources will make a decision.

G. **Volunteer Time**

Employees in the bargaining unit may not volunteer to do the same work as performed in their regular paid position(s) which is in compliance with Federal Register, Part II, Wage and Hour Division, Employment Standards Administration, 29 CFR, Part 553, Sub-part B, 553.100-553.106.

ARTICLE 17 - INSURANCE

- A. Effective October 1, 2022, the District agrees to increase its 2021-2022 contributions by 4% as follows. The District agrees to contribute up to \$669.44 per month for Employee-only coverage; \$1,277.83 per month for Employee-Children coverage; \$1,458.02 per month for Employee-Spouse coverage; and \$2,071.93 per month for Full Family coverage; per eligible employee to purchase District-approved medical, dental, and/or vision insurance. Effective October 1, 2023, the District agrees to increase its 2022-2023 contributions by 4%. Effective October 1, 2024, the District agrees to increase its 2023-2024 contributions by 3%. Employees who were employed before July 1, 2014 and continue to work three (3) hours or more per day are grandfathered in and will continue to receive the benefit described above and as defined in Appendix B.

Employees who were employed before July 1, 2014 and who are scheduled to work less than three (3) hours per day will not be eligible for the insurance benefit nor the District's contribution.

For employees hired after July 1, 2014 and who are scheduled to work less than six (6) hours per day will not be eligible for the medical insurance benefit nor the District's contribution. Effective October 1, 2022, the District will contribute up to \$217.03 per month for employees that work three (3) to five and three quarters (5.75) hours per day to purchase District-approved dental and/or vision insurance. Effective October 1, 2022, the District agrees to increase its 2021-2022 contributions by 4%. Effective October 1, 2023, the District agrees to increase its 2022-2023 contributions by 4%. Effective October 1, 2024, the District agrees to increase its 2023-2024 contributions by 3%.

- B. Should the District contribution set forth in Section A above, be insufficient to pay for the monthly premium costs of any or all of the insurances, then the parties agree that excess premium payment will be made by the employees by way of monthly payroll deductions.
- C. Newly hired employees may choose to be enrolled into the applicable insurance programs on the first of the month following the employee's completion of a 30 day waiting period, subject to the rules and regulations of the Oregon Educators Benefit Board (OEBB).
- D. Nine-month employees will continue to have appropriate double deductions made in certain months in order to have District contributions during the summer break period. If nine-month employees elect to receive twelve (12) pay checks, they will have equal deductions made over twelve (12) pays. In the spring of each year, the District will provide a form for the employee to sign and return to the District. This form will confirm the employee's desire to return to work in the fall. The form will also authorize the double employee payroll deductions for the summer break contributions.
- E. Employees who terminate their employment with the District, for any reason, unless otherwise mutually agreed, will receive the District's contribution, as stated in Section A above, through the month in which their employment ends.
- F. Insurance contributions by the District will not be made during the period of time employees are on any unpaid leave of absence of more than fifteen (15) calendar days, unless the employee is on FMLA and/or OFLA leave.
- G. Any excess District contributions (Section A above) not needed by an employee for insurance premium purposes shall not be available to the employee for any other purpose, nor shall they be pooled or available for any other employee or group usage.
- H. In accordance with ORS 656.240, the District, with the consent of the employee, may deduct from any sick leave payments made to an employee amounts equal to benefits received by the individual under the Workers' Compensation Act. The deduction of sick leave shall not exceed an amount determined by taking the employee's daily wage for the period less daily time loss benefits received by Workers' Compensation, divided by the worker's daily wage. Notwithstanding, an employee who chooses not to utilize the employee's accumulated sick leave for a Workers' Compensation-covered illness or injury, or an employee who does not have any remaining accumulation of sick leave, will not be eligible for the District's monthly contribution as set in Section A above, as long

as the period of time without sick leave payment exceeds fifteen (15) calendar days, unless the employee is on FMLA and/or OFLA leave.

- I. The District retains the right to select or change the plan selections from OEGB. The District will consult with the Association with regard to program selection and alteration.
- J. The District and the Association agree that they are both subject to the rules and regulations of the insurance carrier(s) as they may impact the operation of this contract article and as they may impact the various benefits that apply to the employees. Notwithstanding, the parties agree that, should any member of the bargaining unit elect not to enroll in any of the benefit plans available under the OEGB-sponsored benefits program, the member is not eligible to receive any portion of a cash contribution or any other type of remuneration. The member will be deemed to have waived benefits.
- K. The District does not guarantee against unilateral changes in benefits initiated solely by OEGB. In the event of OEGB-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand, over potential changes in the benefit package.
- L. Any insurance premium payment made by an employee under Section B will be passed through an IRC Section 125 account unless the employee specifically requests that it not be passed through such an account. There will be no charge to the employee for this service.
- M. The District will allow double dental and vision coverage for 12 month, 11 month, 10 month, and 9 month employees. If a twelve (12) month or less than twelve (12) month employee from the same family is covered under this contract, double dental and vision coverage will be allowed for the months both members are employed. The full premium for the second dental and vision coverage will be paid by the District. No double medical coverage shall be allowed for employees covered under this contract.
- N. All nine (9) and ten (10) month classified retirees as referenced in Article 18 S will have normal District contributions also paid for June, July, and August provided they have completed twenty (20) years of consecutive service with the Klamath County School District.
- O. Any employee going on unpaid leave of absence will have his/her insurance contribution through the month when he/she starts the leave of absence.

When the employee returns, the District will again start contributing the insurance amount effective the month following the employee's return to work.

ARTICLE 18 - PAY PLAN

A. Basis of Pay

It is agreed that all classified employees in the bargaining unit will be paid on an hourly basis for hours and days worked as reported. All time beyond the regular assigned duty time will be reported on time sheets signed by both the employee and the supervisor. Monthly time slips may be required of full-time year-round employees. Paid legal holidays as outlined in Article 12, Paid Holidays, will be included on the time sheets. Employees will be paid for all hours and fractions of hours worked. Pay will be established on an annual basis with adjustments to be made when changes in schedules take place.

Payroll discrepancies not involving Worker's Compensation will be resolved within three (3) business days following notification to the payroll department. Worker's Compensation discrepancies will be resolved in a timely manner.

B. New Hires/Terminations

The District shall provide the Association a list of names and the work areas of new and terminated employees and/or change in work hours of any employee in the bargaining unit each month. The District agrees to correct verified errors as soon as practical.

C. Step Increase

It is recognized and agreed that employees can move only one step on any schedule.

D. Temporary Assignment Pay

Any regular employee temporarily assigned by the District to replace an absent employee who is in a higher classification shall receive the pay of \$2.00 per hour increase. If the regular employee holds more than one assignment with the District, the increase will be based on the regular employee's pay for the assignment most similar to the absent employee's assignment. For example, if an employee regularly works as an assistant cook and as a bus driver and temporarily works as a head cook, the employee will receive the increase based on the assistant cook pay rate.

E. PERS Payment

All of the following salaries or wages set forth in the Appendices will have the PERS paid by the District if the individual is eligible for PERS coverage. The PERS rate is six (6) percent. This will remain in effect for the duration of the agreement.

F. Dues Deductions

The District will deduct dues, fees, and any other assessments or authorized deductions to the Associations in accordance with the payroll- deductions authorizations signed by members

and provided to the Association. The Association will provide the employer with the list identifying the employees who have signed such authorizations and the authorized deduction amounts. The employer will rely on the list to make the authorized deductions and to remit payment to the labor organization.

G. **Payment for Physical Exam**

The District will pay for physical exams for bus drivers who must take a physical examination as required by the state. The physical examination will be limited to areas specified on the state provided form. District reimbursement will be secondary to other medical insurance available to the employee.

H. **In-service Pay**

The District will compensate employees at their hourly rate of pay for District in-service days if such days are not within their yearly work schedule. A travel time allowance will be paid to the employee at their regular hourly rate based on the following travel times. Upon prior approval the District will pay travel time plus mileage to employees traveling from their home location or school location whichever distance is less to the in-service. Carpooling is encouraged. This applies only to the employees at the school locations listed below.

Gilchrist	4 hours	Merrill	1 hour
Gearhart	2 hours	Malin	1 ½ hours
Chiloquin	1 ½ hours	Lost River	1 ½ hours
Bonanza	1 hour		

If the employee is paid at more than one hourly rate, the in-service pay shall be at the rate applicable to the in-service.

The two parent conference days that students are not in attendance will be exchanged for in-service/meetings/training days for classified employees. Classified employees will be paid their current hourly rate of pay. There will be no reduction of an employee's scheduled days/hours for these two days.

The in-service/meetings/training days may or may not occur on parent conference days. The two (2) days will be at the District's discretion with input from the Association.

I. **Step Eligibility**

New employees hired to fill a job in a regular position prior to January 1 will be eligible for step increases in salary schedules, which normally are placed in effect on July 1.

J. **Paydays and Emergency Advances**

Regular payday for classified employees shall be the last business day of each month.

- a. The first pay date for nine (9) month employees is the last business day in September and will continue through the last business day in May, with an additional pay date of approximately June 30. This will give nine (9) month employees a total of ten (10) paychecks per year.

Nine (9) month employees will have the option of receiving ten (10) or twelve (12) paychecks.

The first pay date for ten (10) check schedule is the last business day in September and will continue through the last business day in May, with an additional pay date of approximately June 30. This will give a total then (10) paychecks per year.

The first pay date for the twelve (12) check schedule will be on the last business day in September. Paychecks for June and July shall be available on the last day of the school year, and the final check for August shall have another pay date of approximately June 30. This will give a total of twelve (12) paychecks per year.

Any balance owed to the employee due an individual not returning to the District shall be paid on the last check in June.

- b. The first pay date for ten (10) and eleven (11) month employees shall be the last business day in August and continue through the last business day in May, with one additional pay date on the last workday of the school year and another pay date of approximately June 30 (12 checks).
- c. The first pay date for twelve (12) month employees shall be the last business day in July and continue through the last business day in May, with an additional pay date of approximately June 30 (12 checks).

Advances on wages for emergency purposes will be granted upon approval of the Director of Human Resources or designee. Employees may receive no more than three (3) emergency advances each school year. Employees must submit notice of an emergency advance request prior to the 20th of the month no later than 4 p.m. on Tuesday before checks are run on Thursday. If a request for an emergency advance is granted, no more than 50% of the employee's net wages will be advanced.

K. **Extra Duty Pay**

Twelve (12) month classified employees will have the option of receiving pay for extra duty assignments, as listed on the Extra Duty Schedule, quarterly or in twelve (12) equal payments. Those who opt to receive payments at the end of their assignment shall receive that payment in a separate check.

All other classified employees will receive their extra duty pay at the end of their assignment in a separate check.

Classified employees working in extra duty positions will not be docked hourly wages when leaving their worksite to participate in an extra duty assignment.

L. **Itemized Deductions**

The District agrees to itemize deductions on each month's pay statement. The statement of amounts and deductions shall be provided electronically. The District further agrees that each of the following categories must be itemized as deductions on each pay voucher when they apply to any individual employee:

1. Association dues deductions.
2. Insurance deductions.
3. Tax shelter annuities.
4. Cafeteria plan deductions.
5. OEA Foundation.
6. Section 125 plans.
7. United Way.
8. Any other deductions authorized by the District.

The District agrees that monies for TSA's and employee flexible compensation accounts will be dispersed within five (5) working days of the contractual payday.

Upon appropriate authorization, the District will deduct from the employee's salary, payments to tax shelter annuity companies. The amount deducted will be in compliance with IRS guidelines.

M. **Activity Bus Runs**

Bus drivers on activity runs will receive their regular hourly rate of pay for both driving and standby time, minus eight (8) hours sleeping time on overnight runs. Separate sleeping quarters shall be provided when requested by the driver. Employees who work in excess of 40 hours in the week will be paid overtime at their regular hourly rate when children are being transported plus cleanup time, up to one (1) hour for trips in excess of four (4) hours. The base rate for Step 1-Bus Driver on the current salary schedule will apply when children are not being transported and when buses are driven to or from the bus shop for repairs or maintenance.

The Extra Trip Guidelines for suburban drivers are as follows:

1. Drivers with less than three (3) years in-District driving seniority will be eligible for in-District trips. Drivers with three (3) or more years in-District driving seniority will be eligible for in-district and out-of-District trips. Drivers with more than five (5) years in-District driving experience will be eligible for all trips.
2. Overnight trips are assigned to drivers with at least five (5) years in-District driving seniority.
3. At the beginning of each school year, the in-District, out-of-District and overnight trip board will be posted by seniority. Drivers hired during the school year will be placed on the trip board.

4. There will be straight rotation for assigning trips.
5. There will be no trading of assignments.
6. It is the responsibility of the driver to check his/her mailbox regularly.
7. Trips will be assigned a week in advance, if possible.
8. Trip requests coming in out of sequence will be assigned to the next driver in the rotation.
9. If you refuse the trip, your name goes to the bottom of the rotation. Any driver who cancels an overnight or out-of-district trip with less than 24 hours' notice prior to departure will lose that rotation and the next rotation opportunity (for a total of two lost activity runs).
10. In case of an emergency, if the scheduled driver cannot take the trip, he/she must contact the supervisor.
11. In an emergency situation, the Transportation Supervisor will call the overnight trip board and assign to the first driver available in the rotation. That driver then goes to the bottom of the rotation.
12. In the event that no driver with five (5) years in-district seniority is available for an overnight trip, it will be at the discretion of the Transportation Supervisor as to who will be assigned the trip only after first exhausting the rotation board of the out-of-District trips.
13. Upon written request from a driver, he/she may be excused from driving on the trip board, but will remain in the rotation on the out-of-District/overnight trip board.
14. An excused trip board driver must notify the Transportation Supervisor when he/she is available for the out-of-District/overnight trip board again.
15. Upon returning from trips, the buses will be fueled and cleaned inside and out.

The Extra Trip Guidelines for Outlying Schools are as follows:

1. At the beginning of each school year, the trip rotation board will be posted by seniority for that location. Drivers hired during the school year will be placed on the trip board.
2. Only drivers assigned a permanent route will be on the trip rotation board.
3. There will be straight rotation for assigning trips.
4. There will be no trading of assignments.
5. If you refuse the trip, your name goes to the bottom of the rotation.
6. Only after first exhausting the rotation board will a trip be offered to a sub driver.
7. In case of an emergency, if the scheduled driver cannot take the trip, they must contact the supervisor.
8. If schools are in need of drivers, they will contact the Transportation Supervisor for a replacement.
9. Upon written request from a driver, they may be excused from driving on the trip board, but will remain in the rotation on the trip board.
10. An excused trip board driver must notify the building supervisor when they are available for the trip board again.
11. Upon returning from trips, the buses will be fueled and cleaned inside and outside.

There will be a guarantee of two (2) hours at bus driver's regular rate of pay for any and all activity runs with a guarantee of two (2) hours for a show up in case of a trip cancellation without notification to the bus driver.

All activity bus runs will be driven by regular route drivers or special education route drivers. With the exception of any class or team with a total of up to fifteen (15) students including the driver may use District activity buses. It is also agreed that teachers and coaches with more than fourteen (14) students will not split classes or teams for the purpose of using activity buses.

N. **Meal Reimbursement**

The meal allowance provided for drivers will be based on board policy reimbursement rates. Meal reimbursements will be awarded based on the following guidelines:

- There will be no in district allowance (In district and out of district defined in Klamath County School District Policy DLD-AR (1))
- An out-of-district trip must be over seven (7) hours in order to get meal reimbursement.
- Drivers will not be reimbursed for meals in instances where a meal was available as part of the trip. i.e. If a business offers a free meal for bus drivers and coaches as a courtesy for stopping at their establishment, breakfast is included in a hotel stay, etc.

O. **Tool Replacement**

The District agrees to continue its past practice of replacing or repairing at the District's expense, employee's tools which have been worn out or stolen when the employee is not negligent.

P. **Clothing Reimbursement**

The District will furnish overalls and laundry of overalls for mechanics and any others who have overalls now furnished. The District will furnish all mechanics, maintenance crew and custodial staff with an adequate number of work shirts; these work shirts must be worn as part of the required District uniform. The District will also furnish the mechanics and maintenance crew with one (1) pair of work boots each year. The District will reimburse up to \$175.00 each year for work boots.

Q. **Community Functions**

Pay for some activities such as special bus trips by community or student groups, use of school buildings by outside groups, etc., will be paid by these special groups and will not be considered to be a District function nor a District obligation for salary reimbursement.

R. **Travel Reimbursement**

The District will reimburse all necessary costs to employees as outlined in Klamath County School District policy DLD-AR.

Bus drivers who take overnight out-of-town district trips will have their rooms direct billed to the District.

Reimbursement for overnight meals will be paid within one (1) week of receipt of District forms by accounts payable.

S. **Retirement Bonus and Medical Insurance**

1. Any member who qualifies for retirement under the guidelines established by PERS and who has been employed by the District twenty (20) or more years shall be paid a lump sum payment equal to one (1) month of his/her retirement year salary upon honorable termination of employment, plus twenty-five dollars (\$25) for each year of service to the District. Additionally, the District agrees to pay a \$500.00 bonus for employees completing twenty-five (25) years or more of employment. In case of death if the above conditions have been met, the retirement pay shall be paid to his/her estate. Payment shall be limited to one (1) payment to any one member.
2. Medical premiums for classified employees retiring under the guidelines established by PERS with at least twenty (20) years of employment with the District shall be paid by the District for three (3) years or until the member is eligible for Medicare whichever occurs first. The District's contribution shall be paid on a prorated basis. Only employees who worked four (4) or more hours per day during their last year of employment shall be eligible for this benefit. Retirees shall pay spouses' portion.

T. **Mileage Payment**

Required District travel shall be paid at the Internal Revenue Service (IRS) mileage rates. This travel must have prior approval of the immediate supervisor. A District form indicating the date of travel, destination, the number of miles, and the reason for the mileage must be submitted to the District office for reimbursement. This form shall be signed by the person who is to be reimbursed and also signed by the supervisor who authorized the mileage. Employees working a split shift that is not part of their permanent assignment will be compensated for mileage to and from the split shift in the same manner.

U. **Experience Transfer Credit**

1. Experience Transfer Credit- New Employee

Any new employee in Klamath County School District may be eligible, based on experience inside and outside the Klamath County School District, to be placed at a salary step no higher than Step 5. One year's experience is defined as eight or more consecutive months in a related position. This placement will be at the discretion of the District and will be subject to Level 1 of the grievance procedure.

2. Experience Transfer Credit- Re-Evaluation

Employees hired before July 1, 2021 will have a one-time opportunity to apply for up-to 5 years of experience credit in their current position. One year's experience is defined as eight or more consecutive months in a related position. Applications for this will be accepted in a two-week window designated by the District during the 2022/2023 school year. No employee will lose seniority in this process.

- a. During the 2022/2023 school year the District will provide a one-time stipend of 1.5%, which equates to \$230,000. Any increased wage costs for the 2022/2023 school year related to this experience credit re-evaluation will be deducted from that total amount. The remaining funds will be distributed to current employees at a prorated amount by FTE in their remaining paychecks for the 2022/2023 school year. This will be a one-time stipend distributed through the 2022/2023 school year only. For example: If there is \$155,000 of the funds left over that will equate to a 1% stipend provided in equal monthly payments through the 2022/2023 school year.

3. Experience Transfer Credit- Current Employees

Current employees transferring to a new job classification may be eligible for experience transfer credit based on relatable experience inside and outside the Klamath County School District. Up-to 5 year's may be awarded based on relatable experience after initial placement on the salary schedule per the voluntary transfer language in Article 9. The employee will not be placed on a step higher than their current step. One year's experience is defined as eight or more consecutive months in a related position.

V. **Employee Assistance Program**

The District will invest up to \$10,000 per year in an employee assistance program for all bargaining unit members.

W. **Salary Modifications**

The Classified Salary Schedules, as appended to this document, and any mutually agreed modifications, shall be the basis for professional compensation.

Salary schedule modifications over the term of this agreement shall be as follows:

2022/2023: Add \$2.00/hour to step one for each line on the salary schedule. Increase SLPA line step 1 to \$25.

2023/2024: The 2022/2023 salary schedule shall be increase by 3%

2024/2025: The 2023/2024 salary schedule shall be increase by 3%

X. **Direct Payroll Deposits**

All regular full-time and part-time employees of the District will have payroll checks directly deposited into any financial institution which participates with the Automated Clearing House (ACH), unless the employee instructs the District otherwise in writing.

Y. **Longevity**

Employees who are beyond step 10 on the salary schedule shall receive a 0.5% step for each year worked thereafter. Longevity increases shall be paid in the same manner as step increases.

ARTICLE 19 - TERM OF AGREEMENT

A. **Effective Date**

This Agreement shall be effective July 1, 2022, and shall be binding upon the Board, the Association and employees, and shall remain in full force and effect through June 30, 2025.

B. **Modifications**

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly signed by both parties. The use of "article," "section," or "paragraph headings" throughout this Agreement is intended for easy reference only.

C. **Publication of Agreement**

There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

D. **Separability of Provisions**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 20 - STRIKES AND LOCKOUTS

A. **No Strike**

The Association agrees that during the term of this Agreement, its membership will not participate in a strike, work stoppage, slowdown, or interruption of school services and operation, or honor other picket lines. However, Association bargaining unit members will not be directed to cross Association picket lines in cases where other districts may be on strike.

B. **No Lockout**

There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement except as the strike provisions are available for the Association each year on the items open for negotiation, the lockout provision would be available to the District based on the items open for negotiations each year. The period of time when lockouts could occur would be the same dates as what is available to the Association when strikes could take place.

ARTICLE 21- PROFESSIONAL DEVELOPMENT

A. **Professional Development Program**

1. Fund Establishment

The District shall establish each year a separate professional development fund of \$50,000.

2. Fund Objective

The objective of the fund is to provide monies for workshops, college level classes, seminars, or other programs for professional growth in the member's job classification or to earn a teaching license. Consideration will also be given to Classified Employees who want to change classification within the District.

3. Fund Administration

Classified staff may request up to \$1,000 (reimbursed) per year (July 1 through June 30) which may be applied toward college tuition and course books, or to apply

towards registration, and per diem for other professional development. Tuition and/or professional development must be aligned with the staff's assignment in the District or to earn their teaching license. Professional development funds will be available to all staff.

Use of Professional Development funds may be limited to two (2) qualifying members per building, per conference.

Members will be required to submit the Professional Development application form for approval to the Director of Human Resources or designee. Approval must be granted prior to the start of any workshops, college level classes, seminars, etc. Applications must be received by Human Resources at least four (4) weeks prior to the start of any workshops, classes, seminars, etc. or as early as the applicant becomes aware of the class if less than four (4) weeks.

4. Per Diem

The member will be reimbursed up to \$200 per day, not to exceed three (3) days for food, lodging, and mileage for approved workshops, seminars, etc. which are out of Klamath County. Per diem reimbursement will be paid upon proof of course completion.

B. Professional Development Incentive Program

1. Program Objective

Members may have the opportunity to obtain approval to attend courses/workshops held after their contracted day/hours that align with their job classification and will have the option to receive a stipend after completion.

2. Program Administration

Members will be required to submit a Professional Development Stipend Request Form for approval to the Director of Human Resources prior to attending the course/workshop. For each approved course/workshop completed each year (July 1 through June 30), the member may receive a stipend of \$100. To receive the stipend the member must submit proof of completion for the course/workshop to the Human Resources Department prior to June 15th of the school year in which they completed the course/workshop.

A maximum of two (2) stipends can be earned per school year, per member.

Completion of District sponsored trainings will be compensated at the Professional Development Pay rate and will not be eligible for this stipend.

C. **Professional Development Pay Rate**

The Professional Development pay rate shall be used when members attend approved District sponsored trainings, workshops, etc. which are outside of their contracted days/hours. The Professional Development rate will be \$20.00 per hour for the 2022/2023 school year and may increase each year thereafter by the negotiated COLA.

ARTICLE 22- SAFE WORKING CONDITIONS

- A. The District shall provide a safe and healthful working environment for all employees so employees will not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being. Buildings will be maintained to ensure that such safe working conditions are possible. Unit members will be informed immediately when they are potential exposed to hazardous or potentially hazardous conditions pursuant to Board Policy EBAA. They shall be instructed as to prevention and protection from the hazardous conditions.
- B. The district shall support and uphold employees in their efforts to maintain discipline and shall give a timely response to all employee requests and concerns regarding disruptive students and other discipline issues.

Employees have the right to refer a student to the teacher, principal or designee if the student poses a threat to themselves or others.

RATIFICATION AND SIGNATURE PAGE

In witness whereof, the Association has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its chairperson, attested by its clerk.

Klamath County Association of
Classified Employees

Klamath County School District
Board of Directors

By Wendy Crawford
President

By Jill O'Connell
Chairperson

Date 10/12/22

Attested Glen Symonik
District Clerk

APPENDIX B

FY 2022-2023 Monthly District Contribution

Employee Only												
	Scheduled Hours	8.00	7.75	7.50	7.25	7.00	6.75	6.50	6.25	6.00	5.75	5.50
Scheduled Months	9	557.86	540.43	523.00	505.56	488.13	470.70	453.27	435.83	418.40	400.97	383.53
	10	613.65	594.47	575.30	556.12	536.94	517.77	498.59	479.41	460.24	441.06	421.89
	11	669.44	648.52	627.60	606.68	585.76	564.84	543.92	523.00	502.08	481.16	460.24
	12	669.44	648.52	627.60	606.68	585.76	564.84	543.92	523.00	502.08	481.16	460.24
	Scheduled Hours	5.25	5.00	4.75	4.50	4.25	4.00	3.75	3.50	3.25	3.00	
Scheduled Months	9	366.10	348.67	331.23	313.80	296.37	278.93	261.50	244.07	226.63	209.20	
	10	402.71	383.53	364.36	345.18	326.00	306.83	287.65	268.47	249.30	230.12	
	11	439.32	418.40	397.48	376.56	355.64	334.72	313.80	292.88	271.96	251.04	
	12	439.32	418.40	397.48	376.56	355.64	334.72	313.80	292.88	271.96	251.04	

Employee Spouse												
	Scheduled Hours	8.00	7.75	7.50	7.25	7.00	6.75	6.50	6.25	6.00	5.75	5.50
Scheduled Months	9	1,215.01	1,177.05	1,139.08	1,101.11	1,063.14	1,025.17	987.20	949.23	911.26	873.29	835.32
	10	1,336.52	1,294.75	1,252.98	1,211.22	1,169.45	1,127.69	1,085.92	1,044.15	1,002.39	960.62	918.85
	11	1,458.02	1,412.45	1,366.89	1,321.33	1,275.77	1,230.20	1,184.64	1,139.08	1,093.51	1,047.95	1,002.39
	12	1,458.02	1,412.45	1,366.89	1,321.33	1,275.77	1,230.20	1,184.64	1,139.08	1,093.51	1,047.95	1,002.39
	Scheduled Hours	5.25	5.00	4.75	4.50	4.25	4.00	3.75	3.50	3.25	3.00	
Scheduled Months	9	797.35	759.38	721.41	683.45	645.48	607.51	569.54	531.57	493.60	455.63	
	10	877.09	835.32	793.56	751.79	710.02	668.26	626.49	584.73	542.96	501.19	
	11	956.82	911.26	865.70	820.13	774.57	729.01	683.45	637.88	592.32	546.76	
	12	956.82	911.26	865.70	820.13	774.57	729.01	683.45	637.88	592.32	546.76	

Footnote: For employees hired after July 1, 2014 and who are scheduled to work less than six (6) hours per day will not be eligible for the medical insurance benefit nor the District's contribution. Effective October 1, 2022, the District will contribute up to \$217.03 per month for employees that work three (3) to five and three quarters (5.75) hours per day to purchase District-approved dental and/or vision insurance.

Employee Children

	Scheduled Hours	8.00	7.75	7.50	7.25	7.00	6.75	6.50	6.25	6.00	5.75	5.50
Scheduled Months	9	1,064.86	1,031.58	998.30	965.03	931.75	898.47	865.20	831.92	798.64	765.37	732.09
	10	1,171.34	1,134.74	1,098.13	1,061.53	1,024.92	988.32	951.72	915.11	878.51	841.90	805.30
	11	1,277.83	1,237.90	1,197.96	1,158.03	1,118.10	1,078.17	1,038.23	998.30	958.37	918.44	878.51
	12	1,277.83	1,237.90	1,197.96	1,158.03	1,118.10	1,078.17	1,038.23	998.30	958.37	918.44	878.51

	Scheduled Hours	5.25	5.00	4.75	4.50	4.25	4.00	3.75	3.50	3.25	3.00
Scheduled Months	9	698.81	665.54	632.26	598.98	565.70	532.43	499.15	465.87	432.60	399.32
	10	768.69	732.09	695.48	658.88	622.28	585.67	549.07	512.46	475.86	439.25
	11	838.57	798.64	758.71	718.78	678.85	638.91	598.98	559.05	519.12	479.19
	12	838.57	798.64	758.71	718.78	678.85	638.91	598.98	559.05	519.12	479.19

Employee Family

	Scheduled Hours	8.00	7.75	7.50	7.25	7.00	6.75	6.50	6.25	6.00	5.75	5.50
Scheduled Months	9	1,726.60	1,672.64	1,618.69	1,564.73	1,510.77	1,456.82	1,402.86	1,348.91	1,294.95	1,240.99	1,187.04
	10	1,899.26	1,839.91	1,780.56	1,721.20	1,661.85	1,602.50	1,543.15	1,483.80	1,424.44	1,365.09	1,305.74
	11	2,071.92	2,007.17	1,942.42	1,877.68	1,812.93	1,748.18	1,683.43	1,618.69	1,553.94	1,489.19	1,424.44
	12	2,071.92	2,007.17	1,942.42	1,877.68	1,812.93	1,748.18	1,683.43	1,618.69	1,553.94	1,489.19	1,424.44

	Scheduled Hours	5.25	5.00	4.75	4.50	4.25	4.00	3.75	3.50	3.25	3.00
Scheduled Months	9	1,133.08	1,079.12	1,025.17	971.21	917.26	863.30	809.34	755.39	701.43	647.47
	10	1,246.39	1,187.04	1,127.69	1,068.33	1,008.98	949.63	890.28	830.93	771.57	712.22
	11	1,359.70	1,294.95	1,230.20	1,165.45	1,100.71	1,035.96	971.21	906.46	841.72	776.97
	12	1,359.70	1,294.95	1,230.20	1,165.45	1,100.71	1,035.96	971.21	906.46	841.72	776.97

Footnote: For employees hired after July 1, 2014 and who are scheduled to work less than six (6) hours per day will not be eligible for the medical insurance benefit nor the District's contribution. Effective October 1, 2022, the District will contribute up to \$217.03 per month for employees that work three (3) to five and three quarters (5.75) hours per day to purchase District-approved dental and/or vision insurance.

APPENDIX B

FY 2023-2024 Monthly District Contribution

Employee Only												
	Scheduled Hours	8.00	7.75	7.50	7.25	7.00	6.75	6.50	6.25	6.00	5.75	5.50
Scheduled Months	9	580.18	562.05	543.92	525.79	507.66	489.53	471.40	453.27	435.13	417.00	398.87
	10	638.20	618.25	598.31	578.37	558.42	538.48	518.54	498.59	478.65	458.70	438.76
	11	696.22	674.46	652.70	630.94	609.19	587.43	565.67	543.92	522.16	500.40	478.65
	12	696.22	674.46	652.70	630.94	609.19	587.43	565.67	543.92	522.16	500.40	478.65
	Scheduled Hours	5.25	5.00	4.75	4.50	4.25	4.00	3.75	3.50	3.25	3.00	
Scheduled Months	9	380.74	362.61	344.48	326.35	308.22	290.09	271.96	253.83	235.70	217.57	
	10	418.82	398.87	378.93	358.99	339.04	319.10	299.15	279.21	259.27	239.32	
	11	456.89	435.13	413.38	391.62	369.86	348.11	326.35	304.59	282.84	261.08	
	12	456.89	435.13	413.38	391.62	369.86	348.11	326.35	304.59	282.84	261.08	

Employee Spouse												
	Scheduled Hours	8.00	7.75	7.50	7.25	7.00	6.75	6.50	6.25	6.00	5.75	5.50
Scheduled Months	9	1,263.62	1,224.13	1,184.64	1,145.15	1,105.66	1,066.18	1,026.69	987.20	947.71	908.22	868.74
	10	1,389.98	1,346.54	1,303.10	1,259.67	1,216.23	1,172.79	1,129.36	1,085.92	1,042.48	999.05	955.61
	11	1,516.34	1,468.95	1,421.57	1,374.18	1,326.80	1,279.41	1,232.02	1,184.64	1,137.25	1,089.87	1,042.48
	12	1,516.34	1,468.95	1,421.57	1,374.18	1,326.80	1,279.41	1,232.02	1,184.64	1,137.25	1,089.87	1,042.48
	Scheduled Hours	5.25	5.00	4.75	4.50	4.25	4.00	3.75	3.50	3.25	3.00	
Scheduled Months	9	829.25	789.76	750.27	710.78	671.30	631.81	592.32	552.83	513.34	473.86	
	10	912.17	868.74	825.30	781.86	738.43	694.99	651.55	608.11	564.68	521.24	
	11	995.10	947.71	900.33	852.94	805.55	758.17	710.78	663.40	616.01	568.63	
	12	995.10	947.71	900.33	852.94	805.55	758.17	710.78	663.40	616.01	568.63	

Footnote: For employees hired after July 1, 2014 and who are scheduled to work less than six (6) hours per day will not be eligible for the medical insurance benefit nor the District's contribution. Effective October 1, 2023, the District will contribute up to \$225.71 per month for employees that work three (3) to five and three quarters (5.75) hours per day to purchase District-approved dental and/or vision insurance.

Employee Children

	Scheduled Hours	8.00	7.75	7.50	7.25	7.00	6.75	6.50	6.25	6.00	5.75	5.50
Scheduled Months	9	1,107.45	1,072.84	1,038.23	1,003.63	969.02	934.41	899.80	865.20	830.59	795.98	761.37
	10	1,218.20	1,180.13	1,142.06	1,103.99	1,065.92	1,027.85	989.78	951.72	913.65	875.58	837.51
	11	1,328.94	1,287.41	1,245.88	1,204.35	1,162.82	1,121.29	1,079.76	1,038.23	996.71	955.18	913.65
	12	1,328.94	1,287.41	1,245.88	1,204.35	1,162.82	1,121.29	1,079.76	1,038.23	996.71	955.18	913.65

	Scheduled Hours	5.25	5.00	4.75	4.50	4.25	4.00	3.75	3.50	3.25	3.00
Scheduled Months	9	726.76	692.16	657.55	622.94	588.33	553.73	519.12	484.51	449.90	415.29
	10	799.44	761.37	723.30	685.23	647.17	609.10	571.03	532.96	494.89	456.82
	11	872.12	830.59	789.06	747.53	706.00	664.47	622.94	581.41	539.88	498.35
	12	872.12	830.59	789.06	747.53	706.00	664.47	622.94	581.41	539.88	498.35

Employee Family

	Scheduled Hours	8.00	7.75	7.50	7.25	7.00	6.75	6.50	6.25	6.00	5.75	5.50
Scheduled Months	9	1,795.66	1,739.55	1,683.43	1,627.32	1,571.21	1,515.09	1,458.98	1,402.86	1,346.75	1,290.63	1,234.52
	10	1,975.23	1,913.50	1,851.78	1,790.05	1,728.33	1,666.60	1,604.87	1,543.15	1,481.42	1,419.70	1,357.97
	11	2,154.80	2,087.46	2,020.12	1,952.78	1,885.45	1,818.11	1,750.77	1,683.43	1,616.10	1,548.76	1,481.42
	12	2,154.80	2,087.46	2,020.12	1,952.78	1,885.45	1,818.11	1,750.77	1,683.43	1,616.10	1,548.76	1,481.42

	Scheduled Hours	5.25	5.00	4.75	4.50	4.25	4.00	3.75	3.50	3.25	3.00
Scheduled Months	9	1,178.40	1,122.29	1,066.18	1,010.06	953.95	897.83	841.72	785.60	729.49	673.37
	10	1,296.24	1,234.52	1,172.79	1,111.07	1,049.34	987.61	925.89	864.16	802.44	740.71
	11	1,414.08	1,346.75	1,279.41	1,212.07	1,144.74	1,077.40	1,010.06	942.72	875.39	808.05
	12	1,414.08	1,346.75	1,279.41	1,212.07	1,144.74	1,077.40	1,010.06	942.72	875.39	808.05

Footnote: For employees hired after July 1, 2014 and who are scheduled to work less than six (6) hours per day will not be eligible for the medical insurance benefit nor the District's contribution. Effective October 1, 2023, the District will contribute up to \$225.71 per month for employees that work three (3) to five and three quarters (5.75) hours per day to purchase District-approved dental and/or vision insurance.

APPENDIX B

FY 2024-2025 Monthly District Contribution

Employee Only												
	Scheduled Hours	8.00	7.75	7.50	7.25	7.00	6.75	6.50	6.25	6.00	5.75	5.50
Scheduled Months	9	597.58	578.91	560.24	541.56	522.89	504.21	485.54	466.86	448.19	429.51	410.84
	10	657.34	636.80	616.26	595.72	575.18	554.63	534.09	513.55	493.01	472.47	451.92
	11	717.10	694.69	672.28	649.87	627.46	605.05	582.65	560.24	537.83	515.42	493.01
	12	717.10	694.69	672.28	649.87	627.46	605.05	582.65	560.24	537.83	515.42	493.01
	Scheduled Hours	5.25	5.00	4.75	4.50	4.25	4.00	3.75	3.50	3.25	3.00	
Scheduled Months	9	392.16	373.49	354.82	336.14	317.47	298.79	280.12	261.44	242.77	224.09	
	10	431.38	410.84	390.30	369.76	349.21	328.67	308.13	287.59	267.05	246.50	
	11	470.60	448.19	425.78	403.37	380.96	358.55	336.14	313.73	291.32	268.91	
	12	470.60	448.19	425.78	403.37	380.96	358.55	336.14	313.73	291.32	268.91	

Employee Spouse												
	Scheduled Hours	8.00	7.75	7.50	7.25	7.00	6.75	6.50	6.25	6.00	5.75	5.50
Scheduled Months	9	1,301.52	1,260.85	1,220.18	1,179.51	1,138.83	1,098.16	1,057.49	1,016.82	976.14	935.47	894.80
	10	1,431.68	1,386.94	1,342.20	1,297.46	1,252.72	1,207.98	1,163.24	1,118.50	1,073.76	1,029.02	984.28
	11	1,561.83	1,513.02	1,464.21	1,415.41	1,366.60	1,317.79	1,268.99	1,220.18	1,171.37	1,122.56	1,073.76
	12	1,561.83	1,513.02	1,464.21	1,415.41	1,366.60	1,317.79	1,268.99	1,220.18	1,171.37	1,122.56	1,073.76
	Scheduled Hours	5.25	5.00	4.75	4.50	4.25	4.00	3.75	3.50	3.25	3.00	
Scheduled Months	9	854.12	813.45	772.78	732.11	691.43	650.76	610.09	569.42	528.74	488.07	
	10	939.54	894.80	850.06	805.32	760.58	715.84	671.10	626.36	581.62	536.88	
	11	1,024.95	976.14	927.34	878.53	829.72	780.91	732.11	683.30	634.49	585.69	
	12	1,024.95	976.14	927.34	878.53	829.72	780.91	732.11	683.30	634.49	585.69	

Footnote: For employees hired after July 1, 2014 and who are scheduled to work less than six (6) hours per day will not be eligible for the medical insurance benefit nor the District's contribution. Effective October 1, 2024, the District will contribute up to \$232.48 per month for employees that work three (3) to five and three quarters (5.75) hours per day to purchase District-approved dental and/or vision insurance.

Employee Children

	Scheduled Hours	8.00	7.75	7.50	7.25	7.00	6.75	6.50	6.25	6.00	5.75	5.50
Scheduled Months	9	1,140.67	1,105.03	1,069.38	1,033.74	998.09	962.44	926.80	891.15	855.51	819.86	784.21
	10	1,254.74	1,215.53	1,176.32	1,137.11	1,097.90	1,058.69	1,019.48	980.27	941.06	901.85	862.63
	11	1,368.81	1,326.03	1,283.26	1,240.48	1,197.71	1,154.93	1,112.16	1,069.38	1,026.61	983.83	941.06
	12	1,368.81	1,326.03	1,283.26	1,240.48	1,197.71	1,154.93	1,112.16	1,069.38	1,026.61	983.83	941.06

	Scheduled Hours	5.25	5.00	4.75	4.50	4.25	4.00	3.75	3.50	3.25	3.00
Scheduled Months	9	748.57	712.92	677.28	641.63	605.98	570.34	534.69	499.04	463.40	427.75
	10	823.42	784.21	745.00	705.79	666.58	627.37	588.16	548.95	509.74	470.53
	11	898.28	855.51	812.73	769.95	727.18	684.40	641.63	598.85	556.08	513.30
	12	898.28	855.51	812.73	769.95	727.18	684.40	641.63	598.85	556.08	513.30

Employee Family

	Scheduled Hours	8.00	7.75	7.50	7.25	7.00	6.75	6.50	6.25	6.00	5.75	5.50
Scheduled Months	9	1,849.53	1,791.74	1,733.94	1,676.14	1,618.34	1,560.54	1,502.75	1,444.95	1,387.15	1,329.35	1,271.55
	10	2,034.49	1,970.91	1,907.33	1,843.75	1,780.18	1,716.60	1,653.02	1,589.44	1,525.86	1,462.29	1,398.71
	11	2,219.44	2,150.08	2,080.72	2,011.37	1,942.01	1,872.65	1,803.29	1,733.94	1,664.58	1,595.22	1,525.86
	12	2,219.44	2,150.08	2,080.72	2,011.37	1,942.01	1,872.65	1,803.29	1,733.94	1,664.58	1,595.22	1,525.86

	Scheduled Hours	5.25	5.00	4.75	4.50	4.25	4.00	3.75	3.50	3.25	3.00
Scheduled Months	9	1,213.76	1,155.96	1,098.16	1,040.36	982.56	924.77	866.97	809.17	751.37	693.57
	10	1,335.13	1,271.55	1,207.98	1,144.40	1,080.82	1,017.24	953.67	890.09	826.51	762.93
	11	1,456.51	1,387.15	1,317.79	1,248.43	1,179.08	1,109.72	1,040.36	971.00	901.65	832.29
	12	1,456.51	1,387.15	1,317.79	1,248.43	1,179.08	1,109.72	1,040.36	971.00	901.65	832.29

Footnote: For employees hired after July 1, 2014 and who are scheduled to work less than six (6) hours per day will not be eligible for the medical insurance benefit nor the District's contribution. Effective October 1, 2024, the District will contribute up to \$232.48 per month for employees that work three (3) to five and three quarters (5.75) hours per day to purchase District-approved dental and/or vision insurance.

APPENDIX C

SECRETARIES

Secretarial positions are either a nine (9), ten (10), eleven (11), or twelve (12) month position.

CUSTODIANS/WEEKEND WORK

Custodial weekend work for the 2022/2023 school year will be \$3,007.68. This sum will be included in their regular monthly paycheck. Weekend work is defined to be that which is necessary for building security and the verification that boilers, pumps, etc., are operating properly. Any work on weekends which exceeds three hours per weekend will be classified as overtime but must be pursuant to Article 16, Section E of the Agreement. The designation or responsibility for weekend work will be determined by the Assistant Maintenance Supervisor/ or designee and the head custodian.

HEAD COOKS

The head cook at Chiloquin Elementary School will receive a stipend of \$750 for meal preparation for Chiloquin High School students and the head cook at Henley High School will be paid \$750 for meal preparation for Falcon Heights students. The stipend will be paid in the May paycheck.

GOVERNMENT FUNDED POSITIONS

Any position funded by the federal government will be terminated if the federal funding level does not include that position. (This does not include classroom paraprofessionals, but rather specific positions, such as Title V tutor at Chiloquin, home school liaisons, etc.)