

**Pilot Rock School District**  
and  
Pilot Rock Education Association

2023-2025  
Collective Bargaining Agreement

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## **ARTICLE 1**

### **RECOGNITION**

The District recognizes the Pilot Rock Education Association, PREA/OEA/NEA, as the exclusive representative as defined in ORS 243.650 (8) for a bargaining unit described as follows:  
All -Classified employees and All-Licensed employees employed by the District and excluding all supervisory, managerial, confidential, temporary, and substitute employees.

“Temporary” means an employee who works less than forty-five (45) consecutive workdays in the same position.

## **ARTICLE 2**

### **SEPARABILITY**

If any provisions of this Agreement are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby and upon the request of either the Board or the Association, the parties shall enter into negotiations for the sole purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:

1. The executive management and administrative control of the school system and its properties and facilities.
2. The hiring of all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and the conditions for their continued employment or their dismissal or demotions and promotions and transferring all such employees.
3. The right to determine the location and the number of schools and other facilities of the school system.
4. The determination of the financial policies and practices of the District, including the general accounting procedures, methods of inventory of supplies and equipment, management of bids and purchasing of materials and services and other spending.
5. The determination of management, supervisory or administrative organization and staffing of each school or facility in the system and the selection or promotion of employees to supervisory, management or administrative positions.
6. The maintenance, control and use of the school system properties and facilities.
7. The determination of safety, health and property protection policies and practices.

8. The right to enforce policies, rules and regulations now in effect and to establish new policies, rules and regulations.
9. The management, direction, arrangement and evaluation of the work force in the school system, including the right to hire, transfer, promote, evaluate, suspend, discharge or discipline employees.
10. The creation, combination, modification or elimination of any positions.
11. The determination of the size of the work force, the allocation and assignment of work and positions to employees, the determination of policies and practices affecting the selection, standards and criteria, work performance standards, training requirements and the right to judge employee performance and conduct.
12. The approval and authorization of the processes, content, techniques, methods and means of teaching, and the subjects and curriculum to be taught.
13. The right to schedule and assign all work, including the number of days worked per year and the number of hours worked per day.
14. The right to approve and authorize textbooks, teaching aids and other supplies and materials.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices shall be limited only by the specific terms of this Agreement and then only to the extent that the specific terms of this Agreement are in conformance with the Constitution and laws of the State of Oregon.

#### **ARTICLE 4**

##### **PERSONNEL FILES**

- A. The official files on all personnel employed by the District are confidential. Such records may be inspected only by the individual concerned, the School Board in executive session, the Superintendent, or persons acting under the direction of the Superintendent or by others authorized in writing by the Superintendent and/or the individual. Such records may also be released as required by the Public Record law or a valid subpoena compelling production.
- B. No disciplinary action, evaluation, or complaint will be placed in the employee's personnel file unless the employee has seen and had the opportunity to sign it. The employee may attach a rebuttal to materials or add relevant materials of his/her own choosing.
- C. Each employee shall have the right to review the contents of his/her personnel file. Representatives of the Association may, at the employee's request, accompany the employee in this review.
- D. If an administrator desires to keep a record of a complaint not acted upon by the District, the administrator shall keep it in an administrator's working file, not the employee's file.

## **ARTICLE 5**

### **VACANCIES**

- A. A vacancy shall be defined as a position in the bargaining unit which is currently unfilled and which the District has determined to fill.
- B. Vacancies occurring in the bargaining unit shall be posted for a minimum of ten (10) calendar days before the position is permanently filled.
- C. Internal applicants who meet the minimum qualifications shall be interviewed for any vacant position for which they apply.
- D. If the District determines that two or more candidates for a position are equally qualified, preference will be given to the candidate with the greatest District seniority.

## **ARTICLE 6**

### **EVALUATION**

- A. Evaluation may be conducted for all classified employees once a year or as otherwise determined by the supervisor. Normally, the building principal or the superintendent shall conduct the evaluation. Bus drivers may be evaluated by the transportation supervisor. Employees shall be given a copy of the evaluation and shall have the right to respond in writing to the contents of the evaluation.
- B. The evaluation process for licensed bargaining unit members shall be in accordance with the requirements of ORS 342.850.
- C. At the beginning of the school year, a copy of the District's evaluation procedure will be provided to all teachers.
- D. Written feedback from the administrator within 30 days of an observation will be shared with the employee.
- E. The parties agree that Board Policy GCN will be followed. The policy will not be changed without consultation with the Association.
- F. An employee may have Association representation at any meeting related to that employee's Plan of Assistance for improvement.

## **ARTICLE 7**

### **PAYROLL DEDUCTIONS**

- A. The Employer agrees to deduct from the salaries of its regular employees as requested by the employee:
  - Payments to the school employee's credit union
  - Contributions to United Way
  - Tax-Sheltered Annuities
  - Association dues
  - Any employee contribution toward voluntary insurance premiums
  - OEA Foundation

B. The District shall automatically deduct any employee contribution toward insurance premiums that may be required under the terms of this Agreement.

C. Association Dues

1. **Dues Deduction Authorization**

Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify PRSD of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify PRSD when a bargaining unit member should no longer have dues deducted. PRSD shall enact dues deduction changes on the pay period following a notification.

2. **Processing PREA/OEA/NEA Dues Deductions**

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of October and continuing through the July pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.

3. **Remittance of Dues Checks**

a. **Data to OEA**

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

b. **Payment to OEA**

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

c. **Payment to PREA**

PREA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the PREA Treasurer.

4. **Indemnification**

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

D. Employee Information

1. **Employee List**

Quarterly each year. PRSD shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and residential phone number. Whenever a new employee is hired into the bargaining unit, PRSD shall provide the above information to the PREA President and the OEA Membership Specialist within ten (10) days of hire.

2. **Change in Employment Status**

PRSD shall promptly notify the PREA President and the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

**ARTICLE 8**

**COMPLAINT PROCEDURE**

- A. The parties agree that the complaint procedure, board policy KL, "Public Complaints", will be followed. The policy will not be changed without consultation with the Association.
- B. If requested, the District will provide a copy of the procedure to any employee.

**ARTICLE 9**

**GRIEVANCE PROCEDURE**

**DEFINITIONS:**

- A. **Grievance**  
A grievance is a claim by a member of the bargaining unit, group of members of the bargaining unit, or by the Association that there has been a violation and/or an inequitable application of a specific term of this Agreement.
- B. **Representative**  
A representative is a representative of the Association or any employee requested by the aggrieved to represent them during the grievance procedure.
- C. **Days**  
The term "days" when used in this article, except where otherwise indicated, means calendar days.

**GENERAL PROCEDURES:**

- A. Grievances should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedure.
- B. 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 at the various steps.

- C. All parties in interest have a right to representatives at each level of these grievance procedures.
- D. No reprisals of any kind shall be taken by any party in interest against any other participant in the grievance procedure by reason of such participation.
- E. Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits 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 time limits shall permit the aggrieved to proceed to the next level.
- F. The grievance file shall consist of the filed written grievance form, documentation of the resolution of the grievance, and copies of all supporting data, communications, and records. No grievance generated materials will be placed in the personnel file.
- G. Forms for the processing of grievances shall be prepared by the Superintendent or his designated representative in cooperation with the Association and shall be given appropriate distribution so as to facilitate the grievance procedure. The grievance forms shall require the following information:
  - The grounds upon which the grievance is based;
  - The article(s) allegedly violated;
  - How the action or inaction allegedly violated the specific contract provision identified.
  - The remedy sought.
- H. Every effort will be made to avoid interruption of classroom and/or any other school-sponsored activities in the processing of grievances.
- I. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- J. Time spent adjusting grievances during the workday shall not interfere with work responsibilities.

#### **GRIEVANCE PROCEDURE:**

Grievances will be processed in the following manner and within the stated time limits.

##### **LEVEL ONE:**

The grievant shall promptly attempt to resolve the grievance informally with his immediate supervisor (principal). If the grievance is not resolved informally, the grievant may file a written grievance with the principal using the grievance form (General Procedures G).

If the grievant does not submit the written grievance to his principal within fourteen (14) days after the facts upon which the grievance is based first occurred or first day the facts could have reasonably become known to the employee, the grievance will be deemed waived. The principal shall give a written answer to the grievant no later than fourteen (14) days following the receipt of the written grievance.



#### LEVEL TWO:

If the grievance is not resolved in Level One, the grievant may appeal to Level Two by filing a written grievance (General Procedures G) with the Superintendent within fourteen (14) days of receipt of the principal's written response. The Superintendent shall review the grievance and give a written answer to the grievant within fourteen (14) days.

#### LEVEL THREE:

Grievances not settled at Level Two may be appealed to the School District Board of Directors provided written notice is made to the Superintendent within seven (7) days from the receipt of the Superintendent's written decision. Within seven (7) days of the filing, the District shall notify the grievant of the time, date, and place of a hearing. The hearing date shall be at the next regularly scheduled School Board meeting. The Board hearing shall be in executive session, except when requested otherwise by the grievant. Within fourteen (14) days following the hearing, the School Board of Directors shall render its decision in writing to the grievant.

#### LEVEL FOUR:

Within fourteen (14) days of receipt of the decision of the Board, the grievant may request in writing that the grievance be submitted to arbitration. When a timely request for arbitration has been made, the parties to this Agreement or their representatives shall attempt to select an impartial arbitrator. Failing to do so the Association shall, within fourteen (14) days of the request for arbitration, jointly request a list of seven arbitrators who maintain offices in Oregon from the Oregon Employment Relations Board. Upon receipt of the list, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the seventh and remaining name shall act as the arbitrator. The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly, and shall issue a decision not later than thirty (30) calendar days from the date of the hearing; or, If post hearing briefs are submitted, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual travel, subsistence expenses, and cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring those expenses.

## **ARTICLE 10**

### **ASSOCIATION PRIVILEGES AND LIMITATIONS**

- A. Unless otherwise provided in this Agreement, the internal business of the Association shall be conducted by employees during their non-duty hours. The Association shall have the right to meet with current employees during regular work hours at the employee's worksite to address grievances, complaints and matters related to employment relations.
- B. The Association shall be allowed use of District buildings for Association meetings. Meetings will be scheduled with the Principal to ensure no interruption of school or prior scheduled meetings. Brief announcements will be allowed at the end of staff and in-service meetings. The Association shall have the right to conduct meetings at employee work locations before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings provided that such meetings do not interfere with normal PRSD operations. The Association shall have the right to conduct meeting without undue interference.
- C. The Association shall have the right to use office equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all supplies and materials incidental to such use and for repairs necessitated as a result of such use. The Association shall have the right to use District mailboxes and District email for Association business. In compliance with ORS 260.432, the Association agrees not to use District mailboxes or e-mail systems for any political campaign purposes, including providing material for or against particular candidates, initiatives, or measures, or in any way otherwise prohibited by law.
- D. The District will grant the Association and its members a total of ten (10) days of leave for Association business, including, but not limited to, the Oregon Education Association Representative Assembly. Said leave shall be under the exclusive control of the Association. The Association will pay for the cost of the substitute.
- E. The Association will be granted the right to participate in new staff orientation programs. The Association shall have the right to meet with new employees for two hours during the work day within 30 days after hire without loss of pay or benefits.
- F. All employees will have the right to engage in Association activities without fear of reprisal.
- G. Designated Association Representative Leave: The PREA President will provide the District list of designated representatives, including association officers, at the beginning of each school year. Designated Association representatives shall be granted reasonable paid time to perform Association duties during regular scheduled work hours without loss in pay, benefits, leave accrual, or seniority.

## **ARTICLE 11**

### **STRIKES AND LOCKOUTS**

- A. **Strikes**  
During the term of this Agreement, Pilot Rock bargaining unit members will not initiate, cause, permit or participate in any strike, work stoppage, slowdown or any other concerted activity against the District.
- B. **Lockouts**  
The District shall not, as a result of a dispute with the Association, lock out members of the bargaining unit during the term of this Agreement.

## **ARTICLE 12**

### **DISCIPLINE AND REPRESENTATION**

- A. **Classified Employees**  
Permanent employees may be suspended without pay or dismissed only upon just cause deemed in good faith sufficient by the Board of Directors of School District 2R.
- B. **Licensed Employees**  
No licensed employee will be disciplined without just cause. This provision shall not apply to retention of an extra-duty contract, contract nonrenewal, non-extension or dismissal of a licensed employee nor shall contract nonrenewal, non-extension or dismissal actions be subject to the grievance procedure.
- C. **Employee Representation**  
In accordance with Oregon law, upon request, each bargaining unit member shall have the right to Association representation at any proceeding, which the employee reasonably believes could lead to discipline.
- D. The personal life of an employee is not an appropriate concern for attention of the District unless it can be shown to be detrimental to the educational programs in the District.

## **ARTICLE 13**

### **CLASSIFIED CONDITIONS OF EMPLOYMENT**

- A. **Probationary Period**
  - 1. For the first one year of employment, an employee shall be considered on probation and may be terminated for any reason deemed in good faith sufficient by the District. At the next regularly-scheduled School Board meeting, at employee request, the employee will be provided an opportunity to be heard before the school board.
  - 2. Probationary classified employees will be evaluated at least twice during the first year, once prior to six months and once at the end of the first year.
- B. **Staff Reduction**
  - 1. In the event of a reduction in classified staff, the District will give at least two (2) weeks notice to the Association and the individual(s) involved.
  - 2. Seniority shall be computed from the most recent date of hire in the District. Staff

shall be scheduled for layoff by reverse District seniority within a classification. Classifications shall be defined as follows:

Head Custodian  
Assistant Custodian  
Elementary Secretary  
High School Secretary  
Bus Driver  
Education Assistant  
Education Assistant - Special Education  
Cook  
Assistant Cook

3. A classified staff member scheduled for layoff can bump a less senior member in another classification so long as the more senior member has accumulated seniority in that classification.
4. A laid off classified employee shall have recall rights to any position for which he/she holds classification seniority for twenty-seven (27) months from the effective date of layoff.
5. Laid off classified employees who are eligible under applicable law shall have the right to self-pay insurance under the provisions of COBRA.

C. Vacations

1. All twelve (12) month classified employees shall receive eighty (80) hours of vacation with pay after the first year of employment with the District.
2. After completion of ten (10) years of service and prior to fifteen (15) years of service, twelve-month employees shall receive 120 hours of vacation with pay. After completion of fifteen (15) years of service, he/she shall receive eight (8) additional vacation hours per year they work up to a maximum of 160 hours. Vacation will not accumulate beyond one (1) year.
3. Vacations will be scheduled with the approval of the superintendent. If vacation time is not used due to District scheduling, the employee shall be paid for the vacation time.

D. Paid Holidays

All classified employees regularly scheduled to work 1040 hours per year will receive the following paid holidays. In order to qualify for a listed holiday an employee must be on paid status on the last scheduled work day prior to the holiday and the first scheduled work day following the holiday.

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Veterans Day
- Thanksgiving Day and the day following Thanksgiving
- Christmas Eve

- Christmas Day
- Martin Luther King Jr. Birthday
- One additional day during Spring Break

E. Sick Leave

1. Sick Leave as defined by ORS 332.507 means each classified employee shall be entitled to one day of sick leave at full pay for each month employed by the District. Sick Leave may be used for family illness or other reasons set forth in Oregon law. This section shall be deemed to meet the District's obligation to provide employees with "sick time" pursuant to ORS 653.601.
2. As provided by ORS 237.153, employees shall have their accrued unused sick leave credited to their retirement account.

F. Personal Leave

All classified employees who are regularly scheduled to work less than 900 hours per year will be eligible for two (2) day of personal leave each year. All classified employees who are regularly scheduled to work 900 hours per year will be eligible for three (3) days of personal leave each year. Classified employees that do not use a personal leave day shall receive pay for that personal leave day at the close of the fiscal/school year up to one day for employees working less than 900 hours and up to two days for employees working more than 900 hours.

G. Emergency/Bereavement Leave

Each classified employee will be allowed five (5) days emergency leave, noncumulative, to be used for emergencies (i.e., burning house, flood, etc.) as defined by the superintendent and bereavement for death in the immediate family and close friends. The immediate family shall include spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. After all emergency leave has been used, sick leave may be used for emergency purposes.

H. Jury Duty and Legal Leave

Jury Duty and Legal Leave of absence will be granted as required for jury duty, job-related legal hearings, and court appearances under subpoena, with the exception of personal suits or proceedings against the district. Any pay received by an employee for jury duty during regular school/work hours shall be turned over to the District.

I. Oregon Paid Family and Medical Leave Insurance

An employee who receives a benefit under Workers' Compensation Insurance or Paid Family and Medical Leave Insurance may elect to use accrued sick leave to make up the difference between their benefits and their normal salary. Upon receiving written notice of such election, the District shall deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal salary.

J. Insurance Benefits

1. The District shall offer the current health insurance package of benefit options from

the current carrier for each classified employee subject to changes made based on mutual agreement of the parties under the following terms:

- a. The District shall offer full-time employees full-family medical/dental insurance. A full-time employee is defined as an employee who is regularly scheduled to work thirty (30) hours or more per week.
- b. Classified employees hired prior to July 1, 2002 who fall below the 30-hour requirement found in Article 14, section H. as a result of the change to a 4-day week, will be “grandfathered” and will continue to be eligible for insurance as a “full time employee.”
- c. The District shall offer full-time employees vision insurance.

Effective October, 2023, the District will pay up to \$1,650 per eligible employee per month for the insurance package. Effective October 2024, the district will pay up to \$1,700 per eligible employee per month for the insurance package. As authorized by this labor contract, the employee contribution towards the insurance premium shall be deducted from each employee’s payroll check.

The District will contribute \$1,740 in 2023-24 and \$2,340 in 2024-25 annually paid on a monthly basis on a Health Reimbursement Account (HRA) to classified employees not eligible to receive the current health insurance package.

When any member of the bargaining unit who is eligible for the District’s insurance benefits is receiving insurance benefits under another’s qualifying employer sponsored plan (i.e spouse or parent), the member may opt out of the District’s insurance benefit. In such a case, the employee will receive a contribution toward an approved Health Reimbursement Account (HRA), as per IRS guidelines, fifty percent (50%) of the District’s insurance cap.

2. All classified employees shall be covered by Worker's Compensation Insurance.
3. All classified {members of the bargaining unit} employees shall have the opportunity to purchase long-term disability (LTD) and short-term disability (STD) benefits through OEBB. The District agrees to deduct premiums for LTD and/or STD insurance premiums after taxes from the employee's paycheck.
4. Employees newly hired by the District shall be eligible for District paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced. The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
5. Alternative health insurance benefits, plans, and coverages are allowed as mutually agreed upon by both parties and as allowed by Oregon law.
6. Subject to the rules and regulations of the insurance carrier, the Oregon Educator Benefits Board (OEBB) and the Internal Revenue Service (state and federal), eligible employees who choose health insurance plans with a total monthly premium cost that is less than the District’s contribution, will receive the difference between the actual premium cost and the employee’s maximum District contribution as a contribution toward a Health Savings Account (HSA) for which the employee is

qualified and eligible unless such contribution would create disadvantageous tax consequences for the District or the employee. For example, if plan H (HDHP) costs \$1100 per month and the CAP is \$1350, the amount paid into the HSA would be \$250 per month. (CAP) \$1350—(HDHP) \$1100 = (HSA) \$250 contribution.

7. The District will provide a Section 125 Plan for eligible employees with the District paying the administrative costs of the Plan.
8. The District will annually reimburse employees for ground and air Life Flight Insurance at 100%. Employees will need to submit their proof of payment/bill with the appropriate District reimbursement form.

K. Reimbursements

1. Reimbursements for In-District Travel will be:

Head Custodian: 2023 – 25 - \$223 per year.

Staff members who are scheduled to travel between the buildings on a daily basis - \$100 per year.

In-district travel reimbursements will be paid through payroll on the June paycheck.

2. Reimbursement for out-of-district travel will be at the rate approved by the Internal Revenue Service.

L. Classified Pay Policies

1. Wages for all classified employees employed by the District are listed in attachments to the contract.
2. Bus Drivers will be paid for required in-service at the hourly trip rate.
3. On regularly scheduled student contact days, when school is delayed or closed because of inclement weather or other unscheduled school events, classified employees affected will be paid for their regular work hours. If such time is paid, the employee may be required to make up (work) that time and shall not receive pay for the make-up time worked.
4. Classified staff may attend staff meetings paid at their regular hourly rate.
5. Aides who are regularly required to diaper or physically assist with toileting will receive an additional \$1.00 per hour

M. Classified Employees Who Work Under the Extra Duty Schedule

1. Classified bargaining unit employees who apply and are selected by the District to provide services outside of their regular duties under the Extra Duty Schedule, Attachment F, will do so without accumulating time worked in such capacity toward the payment of overtime. Payment for such services shall be according to the rates established in the Extra Duty Schedule.
2. This provision is intended to waive the employer's obligation to pay overtime or any

rate of pay other than that indicated in this schedule, or to provide minimum employment conditions and is intended to fulfill the requirements of all applicable law, including ORS 653.261 and OAR 839-020-0030.

## **ARTICLE 14**

### **LICENSED CONDITIONS OF EMPLOYMENT**

#### **A. Work year**

1. The school work year for teachers shall consist of the following: up to 178 (158 for four-day week) work days when students are in attendance and a maximum of 191 (174 for four-day week) total workdays for teachers including the following paid holidays: Labor Day, Veterans' Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, and Memorial Day.
2. The calendars for 2021-2023 may include as many as fifteen (15) Fridays scheduled as either teacher work days, in-service days, conference days, or school days scheduled because of a holiday during that particular week.
3. PREA and PRSD agree that the District may return in the future to the five-day work week without the necessity of further bargaining.
4. Prior to the adoption of the calendar, a proposed calendar will be referred to the Association for review and recommendation.

#### **B. Regular Hours**

1. Regular building hours for teachers shall be eight and one half (8 1/2) hours per day which includes a one-half hour duty free lunch period. The starting and dismissal times, which may vary from school to school, shall be determined by the Board. At least 30 minutes of the workday will be non-student contact time at the beginning or the end of the day.
2. On days when a teacher is scheduled to teach a 7:30 AM class, the teacher may begin their building hours at 7:15 AM and end such hours at 3:45 PM.
3. In addition to regular building hours, the following shall apply:
  - a. Teachers shall spend time outside of building hours for pupil and parent consultations, fall and spring parent teacher conferences, and co-curricular functions.
  - b. Teachers shall attend meetings outside of building hours when and as required by the Superintendent or principal not to exceed two (2) hours per pay period.
4. Teachers shall adhere to the daily schedule and shall make no commitments which will preclude their being present in their assigned responsibilities. Request for exceptions must be submitted to the principal prior to the anticipated teacher absence and/or late arrival or early leaving. Salary deduction will be made on a per diem basis or a pro-rata share thereof of unapproved absence, late arrival, or early leaving. Teachers shall not leave the buildings to which they are assigned during class or preparation periods without the consent of the building principal.



5. Secondary teachers will be assigned one preparation period per day, Monday - Thursday not to exceed 60 minutes and one preparation period on Friday, not to exceed 30 minutes.
  6. Elementary teachers will be assigned one 40-minute preparation period per day within the student day.
- C. The District may pay employees in June for June, July, and August or may choose to pay employees on the regular pay day in each of those months.
- D. Determination of Student Grades  
Primary responsibility for the determination of grades and other evaluation of students rests with the teacher. No grade or evaluation will be changed without consultation with the teacher, except in the case where the District has made every effort to contact the teacher and remains unable to do so after a 10 workday period.
- E. Job Sharing
1. Job Sharing is a voluntary arrangement whereby two teachers share the responsibilities of a single position in a manner mutually agreeable to the District and the job share employees.
  2. Any teacher shall have the right to request job share. The District will investigate each job sharing situation and make a decision based on what is in the best educational interest of the students.
  3. Benefits for two job sharing individuals must be commensurate with cost of one full time employee. Purchase of 1/2 of insurance benefits will be at each job share employee expense, if they both wish to have district provided insurance coverage.
- F. Sick Leave
1. As provided by ORS 332.507, teachers will be granted ten (10) days sick leave each school year. Such sick leave will be credited to said teachers on the first school day of the fall semester except for teachers who begin service after the beginning of the school year, in which case sick leave shall be credited on the first day of active teaching service and shall consist of one day for each month of the school year in which the teacher is on the job, not to exceed the (10) days. Disability due to pregnancy will be treated as an illness. Sick leave may be used for any reason set forth in Oregon law. Sick leave may be used for family illness in the event the employee must provide care for a family member. This section shall be deemed to meet the District's obligation to provide employees with "sick time" pursuant to ORS 653.601.
  2. Sick leave shall accumulate without limit and the transfer of sick leave accumulated in other Oregon districts shall be in accordance with Oregon state statutes.
  3. As provided by ORS 237.153, teachers shall have accrued unused sick leave credited to their retirement account.
  4. Notification as to the amount of sick leave accrued shall be given to each teacher with the first payroll check.

G. Personal Leave

1. Three days of leave of absence for legal, business, household, or family matters which require absence during school hours. Notice to the teacher's principal shall be given at least one day before taking such leave. In addition, the teacher will be paid their per diem rate for up to two personal leave days not taken.
2. Personal leave may be refused when it would result in more than three (3) teachers being absent from any one school for the day requested. Requests for personal leave may be turned down if a qualified substitute is not available.

H. Emergency Leave/Bereavement

Each teacher will be allowed five (5) days of emergency leave, noncumulative, to be used for emergencies (i.e., burning house, flood, etc.) as defined by the superintendent and bereavement for death in the immediate family and close friends. The immediate family shall include spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. After all emergency leave has been used, sick leave may be used for emergency purposes.

I. Jury Duty and Legal Leave

Jury Duty and Legal leave of absence will be granted as required for jury duty, job-related legal hearings, and court appearances under subpoena, with the exception of personal suits or proceedings against the District. Any pay received by an employee for jury duty during regular school/work hours shall be turned over to the District.

J. Oregon Paid Family and Medical Leave Insurance

An employee who receives a benefit under Workers' Compensation Insurance or Paid Family and Medical Leave Insurance may elect to use accrued sick leave to make up the difference between their benefits and their normal salary. Upon receiving written notice of such election, the District shall deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal salary.

K. Insurance Benefits

1. The Employer agrees to offer each member of the bargaining unit health insurance benefits (including dental and vision) to cover the employee and his/her family. The Employer shall offer current benefit options and any change in plans or carrier shall be by mutual agreement of the parties.
2. All licensed {members of the bargaining unit} employees shall have the opportunity to purchase long-term disability (LTD) and short-term disability (STD) benefits through OEBB. The District agrees to deduct premiums for LTD and/or STD insurance premiums after taxes from the employee's paycheck.
3. Effective October 2023, the District will pay up to \$1,650 per employee per month for the insurance package. Effective October 2024, the District will pay up to \$1,700 per eligible employee per month for the insurance package. As authorized by this labor

contract, the employee contribution towards the insurance premium shall be deducted from each employee's payroll check.

4. When any member of the bargaining unit who is eligible for the District's insurance benefits can receive insurance benefits under another's qualifying employer sponsored insurance plan (i.e. spouse or parent), the member may opt out of the District's insurance benefit. In such a case, the employee may receive a contribution toward an approved Health Reimbursement Account (HRA) as per IRS guidelines, equal to 50 percent of the District's insurance cap.
5. Alternative health insurance benefits, plans, and coverages are allowed as mutually agreed upon by both parties and as allowed by Oregon law.
6. Subject to the rules and regulations of the insurance carrier, the Oregon Educator Benefits Board (OEBB) and the Internal Revenue Service (state and federal), eligible employees who choose health insurance plans with a total monthly premium cost that is less than the District's contribution, will receive the difference between the actual premium cost and the employee's maximum District contribution as a contribution toward a Health Savings Account (HSA) for which the employee is qualified and eligible unless such contribution would create disadvantageous tax consequences for the District or the employee. For example, if plan H (HDHP) costs \$1100 per month and the CAP is \$1350, the amount paid into the HSA would be \$250 per month.  $(CAP) \$1350 - (HDHP) \$1100 = (HSA) \$250$  contribution.
7. The District will provide a Section 125 Plan for eligible employees with the District paying the administrative costs of the Plan.
8. The District will annually reimburse employees for ground and air Life Flight Insurance at 100%. Employees will need to submit their proof of payment/bill with the appropriate District reimbursement form.

L. Travel

Reimbursement for travel expenses incurred with prior approval of the District will be paid up to the maximum rate approved for tax deduction by the Internal Revenue Service for mileage for each automobile driven, \$30.00 per day for food, and approved room cost per night for receipted lodging. Reimbursement for travel expenses incurred by the teacher while attending other professional meetings will be established by agreement between the teacher and his/her supervisor when such travel is approved.

M. Extended Contract for Curriculum Improvement

Curriculum improvement duties will be voluntary and will be paid at the per diem rate with the Superintendent to approve all programs.

N. Layoff and Recall

1. The District will abide by ORS 342.934 should a layoff become necessary. Notification of layoff shall be by written memorandum from the Superintendent to the affected employee after appropriate action by the Board.
2. All seniority will be lost when there is a severance of employment. However, seniority shall be retained if a severance is owing to layoff. In the case of layoff,

teachers shall retain for twenty seven (27) months all seniority that has been accrued as of the effective day of the layoff.

3. Upon request by the Association, the District will provide the Association with a list showing the seniority of each teacher employed by the District. The District will maintain a current seniority list which will be available for inspection during the regular working hours by any teacher and/or the Association. Upon receipt of a seniority list, the Association shall review same and contact the District within ten (10) calendar days if it believes said list to contain errors. If the District is not contacted as provided herein, the seniority list shall be presumed correct.
4. Recall shall be in reverse order of layoff unless the District determines that recall out of reverse order is necessary based on terms defined in ORS 342.934
  - a. A bargaining unit member shall lose his/her recall rights in the event he/she:
    1. waives a right to recall in writing;
    2. resigns or retires;
    3. fails to accept a recall to a position for which he/she is licensed to teach. The recall notice will be sent by certified mail to the last address the District has on record for the laid off employee. The laid off employee will have fourteen (14) calendar days to respond to the recall notice. Failure to respond within fourteen (14) calendar days or rejection of any recall notice will cause the laid off employee to forfeit all recall rights and will be deemed to be a resignation.
  - b. All benefits to which a teacher was entitled at the time of layoff and which were not otherwise amended while the teacher was on layoff, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment, and the teacher will be placed on the proper step of the salary schedule. A teacher will not receive increment credit for the time spent on layoff unless the teacher was employed by an accredited school district as a teacher for a period of time equal to a majority of the work year, nor will such time count toward the fulfillment of time requirements for acquiring permanent status. Employment benefits do not accrue during the time of layoff.
  - c. While laid off teachers covered by this article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
  - d. Any appeal from the Board's decision on layoff or recall pursuant to this article shall be by means of a grievance filed pursuant to ORS 342.934 (7).
  - e. Any probationary teacher who is non-renewed or dismissed for a reduction in force reason, and only for such reason, which the Board could have used to conduct a layoff under this article, will be afforded recall rights as outlined in this Article.

## **ARTICLE 15**

### **LONGEVITY INCENTIVE**

Any employee who has the following years of service with the Pilot Rock School District, will receive the following: 10-14 years = 2%, 15 or more years = 3% of their annual salary to be paid in June each year.

## **ARTICLE 16**

### **EARLY RETIREMENT**

#### **Licensed/Classified**

A change in lifestyles may be a viable option for an employee who has become eligible for retirement benefits under the provisions of the Public Employees Retirement System (58 years old or 30 years PERS eligibility). When such eligible employee retires under provisions of PERS prior to age 65 and has completed fifteen (15) years of full time continuous service with Pilot Rock School District immediately preceding his/her retirement, the employee may receive the following benefits for up to four years:

1. Negotiated insurance coverage agreement benefits (i.e. medical, dental, vision) will continue for the unit coverage until the employee becomes eligible for Medicare. Unit costs are not to exceed \$500 per month. Employees employed by the District on January 1, 2007 shall be eligible for unit costs not to exceed \$600 per month. This insurance coverage is not available to employees who are hired after June 30, 2007.
  - a. Employee will confirm in writing to the Superintendent his/her intent to retire on or by December 31 of the school year prior to the end of employment.
  - b. Employee must be eligible for PERS and have had fifteen (15) years of full time continuous service with Pilot Rock School District.

## **ARTICLE 17**

### **TUITION**

The District will reimburse each member, for up to 6 quarter hours of college credits each year. The rate of reimbursement will be the prevailing quarter hour tuition rate at Eastern Oregon University per quarter graduate credit or the cost of the tuition, whichever is the lesser amount. The total amount of reimbursement available from the District shall be \$10,000 per year. The course taken must be pre-approved by administration and related to the staff members professional development or licensure program, as determined by the superintendent.

Requests to move on the salary schedule will be considered at any time throughout the school year. Salary movement will not be made retroactive but will be reflected on the payroll for the month following the request. All requests must be accompanied by unopened official transcripts utilizing standard District request forms.

## **ARTICLE 18**

### **PREP TIME SUBSTITUTE**

Whenever an employee is absent from school, for whatever purpose, every reasonable effort shall be made by the administration to hire a qualified substitute. If there are no qualified substitutes available teachers who voluntarily give up their preparation time to substitute for another teacher will be paid \$35 per prep period.

## **ARTICLE 19**

### **STAFF DEVELOPMENT ACTIVITY REIMBURSEMENT**

Pilot Rock Teachers who present a pre-agreed upon Staff Development Activity will be paid their per diem rate hourly rate. Staff members that have received grant funds and are required to do teacher in-service programs will not be paid.

The following criteria must be met in order for a teacher to qualify:

1. Presentations must target improvement of instruction relevant to building and/or district goals.
2. Presentations must require expertise that the District would normally pay someone from outside of the District to provide.
3. All presentations need prior approval by the superintendent.
4. Individuals who do not wish to be compensated for their services still have that option.

## **ARTICLE 20**

### **COMPLETE AGREEMENT**

This Agreement constitutes the sole and entire existing Agreement between the parties. The Waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions unless specified in writing. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Association.

## **ARTICLE 21**

### **DURATION**

The terms of this Agreement shall begin July 1, 2023 and end June 30, 2025. In the event that a successive agreement has not been agreed to prior to June 30, 2025, this contract shall remain in effect until a successor contract has been ratified by both parties. Both the Association and the District may request that negotiations for wages and benefits be re-opened due to significant financial changes for the 2023-24 and 2024-25 school years.

This contract is made and entered into this 21<sup>st</sup> day of June 2023, by and between the Pilot Rock Education Association, herein referred to as the "Association," and the Umatilla County School District 2R, herein referred to as the "Employer."

In witness thereof, the parties hereby affix their signatures as of the date first written.

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PREA President

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Board Chair

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Date

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Date

**LICENSED SALARY SCHEDULE 2023-2024**

6%

Years	BA	BA +15	BA +30	BA +45	MA/BA +60	MA +15 BA+75
0	44,209	45,951	47,694	49,436	51,180	52,925
1	45,951	47,694	49,436	51,180	52,925	54,668
2	47,694	49,436	51,180	52,925	54,668	56,409
3	49,436	51,180	52,925	54,668	56,409	58,155
4	51,180	52,925	54,668	56,409	58,155	59,897
5	52,925	54,668	56,409	58,155	59,897	61,643
6	54,668	56,409	58,155	59,897	61,643	63,385
7	56,409	58,155	59,897	61,643	63,385	65,126
8	58,155	59,897	61,643	63,385	65,126	66,871
9		61,643	63,385	65,126	66,871	68,615
10			65,126	66,871	68,615	70,360
11				68,615	70,360	72,103
12					72,103	73,844
13						75,588
14						77,329
15						79,075

**LICENSED SALARY SCHEDULE 2024-2025**

5%

Years	BA	BA +15	BA +30	BA +45	MA/BA +60	MA +15 BA+75
0	46,420	48,249	50,078	51,908	53,739	55,571
1	48,249	50,078	51,908	53,739	55,571	57,402
2	50,078	51,908	53,739	55,571	57,402	59,229
3	51,908	53,739	55,571	57,402	59,229	61,063
4	53,739	55,571	57,402	59,229	61,063	62,892
5	55,571	57,402	59,229	61,063	62,892	64,725
6	57,402	59,229	61,063	62,892	64,725	66,554
7	59,229	61,063	62,892	64,725	66,554	68,383
8	61,063	62,892	64,725	66,554	68,383	70,215
9		64,725	66,554	68,383	70,215	72,046
10			68,383	70,215	72,046	73,878
11				72,046	73,878	75,708
12					75,708	77,536
13						79,367
14						81,196
15						83,029

**CLASSIFIED RATE SCHEDULE 2023-2024**

6.00%

	Asst Cook		Head Cook		Bus Driver		Aides		Secretary		Asst Custodian		Head Custodian	
1	14.51		16.97		18.20		17.27		19.11		16.97		20.95	
2	14.72		17.20		18.44		17.52		19.38		17.20		21.23	
3	14.93		17.46		18.70		17.76		19.64		17.46		21.54	
4	15.15		17.70		18.97		18.00		19.93		17.70		21.85	
5	15.35		17.94		19.25		18.27		20.20		17.95		22.14	
6	15.57		18.20		19.50		18.53		20.49		18.19		22.47	
7	15.79		18.45		19.79		18.77		20.78		18.45		22.79	
8	16.01		18.71		20.08		19.03		21.08		18.71		23.12	
9	16.24		18.98		20.35		19.32		21.37		18.97		23.45	
10	16.45		19.26		20.64		19.57		21.70		19.26		23.77	
11	16.71		19.52		20.95		19.87		21.99		19.52		24.13	
12	16.94		19.80		21.24		20.15		22.31		19.80		24.46	
13	17.15		20.09		21.53		20.43		22.62		20.09		24.82	
14	17.41		20.36		21.84		20.72		22.95		20.37		25.17	
15	17.65		20.66		22.14		21.02		23.28		20.66		25.55	

**CLASSIFIED RATE SCHEDULE 2024-2025**

5.00%

	Asst Cook		Head Cook		Bus Driver		Aides		Secretary		Asst Custodian		Head Custodian	
1	15.24		17.82		19.11		18.13		20.07		17.81		22.00	
2	15.46		18.06		19.36		18.40		20.35		18.06		22.29	
3	15.67		18.34		19.64		18.65		20.62		18.34		22.62	
4	15.90		18.59		19.91		18.90		20.93		18.58		22.94	
5	16.12		18.84		20.21		19.18		21.21		18.84		23.25	
6	16.35		19.11		20.48		19.46		21.52		19.10		23.60	
7	16.58		19.37		20.78		19.71		21.82		19.38		23.93	
8	16.81		19.65		21.08		19.99		22.13		19.65		24.28	
9	17.05		19.93		21.37		20.29		22.44		19.92		24.63	
10	17.28		20.23		21.67		20.55		22.78		20.22		24.96	
11	17.54		20.49		22.00		20.87		23.09		20.49		25.33	
12	17.78		20.79		22.30		21.15		23.43		20.79		25.68	
13	18.01		21.09		22.61		21.46		23.76		21.09		26.07	
14	18.28		21.38		22.94		21.76		24.09		21.39		26.43	
15	18.53		21.70		23.25		22.07		24.44		21.70		26.82	



## Attachment C

## Bus Drivers | 2023-25

1. Drivers may bid for route by seniority.
2. Trip rate is the drivers hourly per diem rate for driving and waiting.
3. Drivers will accept trips to maintain a minimum of 600 hours of driving time per year.
4. Drivers will be assigned trips on a rotating basis.
5. On overnight trips, the drivers will be scheduled 10 hours of free time from driving each night. PRSD will provide motel accommodations.
6. No driver will be scheduled to drive more than 400 miles in any one day.
7. Insurance benefits as per contract language.
8. Employees hired after 9/1/83 must work 30 hours or more per week to qualify for insurance benefits.
9. Approximate route times:

▪ Vinson/Gurdane	4.0 hours
▪ East Birch Creek	3.5 hours
▪ West Birch Creek	3.75 hours
▪ McKay/Wagoner Creek	3.75 hours
10. A bus driver shall be paid 25 cents per mile round trip if he/she is required to drive their personal vehicle to a location on the route where the bus is parked. Mileage is computed from the bus barn or their home if they live on the route.
11. A bus driver who takes his/her turn in the trip rotation shall be paid at the route rate for those hours he/she would normally be on the route. The remainder of the trip shall be at the established trip rate.
12. The District shall reimburse the cost of the bus driver's physical, as required by law, up to \$100 per year. Drivers shall provide a receipt for the physical to the District for reimbursement.

## Attachment D

1. FFA Advisors will be paid twenty (20) additional days at their per diem hourly rate.

**Attachment E****Extra Duty 2023-2025****Athletic Director****Experience**

1st year	\$4,000
2nd year	\$4,120
3rd year	\$4,244
4th year	\$4,371
5th year	\$4,502
6th year	\$4,638

**Experience**

7th year	\$4,777
8th year	\$4,920
9th year	\$5,068
10th year	\$5,220
11th year	\$5,376

Preparation time: The Athletic Director may receive an additional preparation period as per Article 15 (B)(5) of this agreement. If it is not possible to provide the additional preparation period, the Athletic Director's extra duty stipend shall be doubled.

**Level 1 (10% of Starting Certified Salary)**

High School Baseball Head Coach	High School Basketball Head Coach
High School Football Head Coach	High School Cross Country Head Coach
High School Volleyball Head Coach	High School Softball Head Coach
High School Track Head Coach	High School Golf Head Coach
Music Director/Pep Band Director	Elementary Head Teacher

**Level 2 (7% of Starting Certified Salary)**

High School Assistant Baseball Coach	C-Team/Freshman Basketball Coach
High School Assistant Football Coach	High School Assistant Softball Coach
High School Assistant Volleyball Coach	High School Assistant Track Coach
High School Assistant Golf Coach	Assistant Athletic Director
High School Assistant (JV) Basketball Coach	

**Level 3 (5% of Starting Certified Salary)**

Junior High Head Track Coach	Junior High Head Football Coach
Junior High Head Basketball Coach	Junior High Head Volleyball Coach
Concessions	Theater Director
Publications	Key Club Advisor
Cheerleader Advisor	Robotics Advisor

**Level 4 (4% of Starting Certified Salary)**

Junior High Assistant Football Coach	Junior High Assistant Basketball Coach
Junior High Assistant Volleyball Coach	

**Level 5 (2% of Starting Certified Salary)**

Outdoor School Coordinator	Elementary Coast Trip Coordinator
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