

**2015-2018 CLASSIFIED CONTRACT**

**Between**

**OREGON TRAIL SCHOOL DISTRICT 46**

**and**

**OREGON SCHOOL EMPLOYEES ASSOCIATION**

**Chapter # 80**



The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any staff member because of age, color, race, religion, gender, sexual orientation, national origin, marital status, or physical/mental disability, whether perceived or actual. Neither shall anyone be discriminated against because of political affiliation or membership or non-membership in the Association.

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**PREAMBLE**

- A. This Agreement is entered into between Oregon Trail School District 46 [“District”] and OSEA State Chapter #80 [“Association”], Clackamas County, Sandy, Oregon 97055.
- B. The intent of this Agreement is to set forth and record those matters pertaining to wages, hours and conditions of employment for classified personnel included in the bargaining unit.

**ARTICLE 1 - RECOGNITION**

1.1 The District recognizes the OSEA Chapter #80 as the sole and exclusive representative with respect to wages, hours, and conditions of employment for all employees as delineated in the next paragraph.

1.2 Employees who are assigned to work a regular schedule are included in the bargaining unit. Specifically excluded from the bargaining unit are temporary, casual, substitute and student employees, as well as supervisory or confidential employees.

1.3 **Definitions:**

A. **Employee** - All classified personnel covered under terms of this agreement.

B. **Probationary Employee** - A classified employee during the first one hundred (100) working days in regular assignment or during the first six working months of regular employment, excluding paid leaves, in a bargaining unit position, whichever comes first... A probationary employee may be released from employment at any time during the probationary period, without cause, and there shall be no recourse under Article 13 of this agreement.

C. **Regular Employee** - A permanent (non-temporary, non-substitute, non-casual) employee scheduled to work an average of two or more hours per day.<sup>1</sup>

D. **12 month Employee** – An employee that is scheduled (by the district) to work 261 days per year.

E. **Temporary Employee** - Any employee who is hired to fill a vacancy that:

1. Begins during the school year and, in good faith judgment of the district, is not expected to continue beyond the school year in which the employee is hired.
2. Is a result of a leave of absence of a regular employee for a period not to exceed one year?
3. Is a seasonal or summer job where the job terminates at the end of the season (e.g. summer maintenance and custodial jobs).

An employee who leaves his/her regular assignment to accept a position of temporary duration shall be considered on leave of absence for the duration of that temporary

<sup>1</sup> Contract rights under temporary position will not be modified by the status of a regular employee who assumes the temporary position, except as stated in Article 6 – Seniority and Layoff. Regular employees accepting temporary positions will receive pay rates commensurate with the employee’s current pay if the temporary position is within the same classification. (This clarification will not be applied retroactively, i.e., prior to July 1, 2002.)

assignment, but shall maintain “regular” status as defined under Article 1.3.C (also see footnote 1) of the contract. Benefits, leaves, holidays and other compensation shall be assigned consistent with the full time equivalence of the temporary position during the duration of that temporary assignment. Salary for the temporary position, if a higher range within the same “layoff grouping,” shall be paid at the employee’s current hourly rate (frozen) or the hourly rate for a newly hired employee, whichever is greater.

An employee who assumes a temporary position in addition to his/her regular assignment shall have “regular” status, with additional temporary assignment. He/she shall be compensated consistent with the full time equivalence of the regular + temporary assignments during the time that both jobs are held. However, at the end of the temporary assignment, the District will have no obligation to the employee to restore those temporary hours.

- F. **Substitute Employee** - An employee who is hired to replace a regular employee who is absent or on leave.
- G. **Casual Employee** – An employee who does not work a set number of hours per week, or whose hours cannot be predicted.
- H. **Supervisory and Confidential Employees** as defined in ORS 243.650(6) and ORS 243.650(23).

## **ARTICLE 2 - DISTRICT RIGHTS**

- 2.1 The District retains the right to manage, direct and control its business and to assign personnel, except as such rights are specifically modified or waived by the terms of this Agreement.
- 2.2 It is recognized that, except as expressly stated herein, the District shall retain whatever rights and authority are necessary for it to operate and direct the affair of the District in all of its various aspects, including but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the District; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge employees; to relieve employees due to lack of work; to make and enforce rules and regulations not in conflict with this Agreement; and to change or eliminate existing methods, equipment or facilities.
- 2.3 The Association recognizes the rights of the Board or its agent to operate and manage District affairs in accordance with these responsibilities.
- 2.4 The Board refuses to enter into any agreements regarding employment relation matters with any other organization or individual purporting to represent any group of classified employees included in this Agreement for collective bargaining purposes.
- 2.5 The District shall not alter, change or amend policies or regulations having effect on employee relations without notice of and input by the Association.
- 2.6 Nothing in this Agreement shall be construed to impair the right of the Board and Administration to conduct all of its business in all particulars, except as modified by the subsequent sections of this Agreement. Failure of the Board to exercise any rights reserved to it shall not be deemed a waiver of such rights.
- 2.7 Except as otherwise specifically provided by this Agreement, it is recognized that the Board and Administration have and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities and properties, and the work activities of its employees.

### **ARTICLE 3 – ASSOCIATION RIGHTS**

- 3.1 The Board agenda packet, exclusive of confidential materials, will be provided to the President of the Association or designee, at such time as it is regularly provided to the Board members.
- 3.2 The District will provide the Association with employee data sheets on all newly hired regular and temporary employees, and any change in status notifications in a timely manner.
- 3.3 The Association or committees of the Association shall be allowed the use of District facilities for meetings when such facilities are available and the meeting will not conflict with business of the District. The Association will schedule use of facilities through regular District procedures.
- 3.4 With prior approval of the building principal or other designated supervisor, the Association may use such office equipment as needed to provide duplicating and information to the employees, at cost, provided such equipment is not otherwise in use for District purposes.
- 3.5 The District shall provide the Association with bulletin board space for use by the Association in communication with employees. Such bulletin board space shall be available in any building where employees are working. Items posted will be clearly identified as Association material by the signature or initials of the Association representative issuing the material.
- 3.6 Up to a total of five days may be provided as leave of absence for Association members to attend conferences or meetings designated for Association representatives for the purpose of contract administration. Availability of a substitute for the employee shall be a major criterion to be considered by the District in determining whether to grant such a leave. One day of any such leave granted will be provided at District expense, while the remaining four days substitute employee expense will be reimbursed to the District by the Association. Notwithstanding, if no substitute employee is hired, there will be no obligation on the part of the Association to pay the District. Requests for Association leave must be made, in writing, at least four school days prior to the event for which such leave is being requested and must include attendance approval from the Association.
- 3.7 The Association President or designee, elected or appointed, shall be allowed flexible time from regular duties to attend one monthly, in-district meeting of the Association. Whenever possible, such meetings will be scheduled so they will not interfere with normal duties.
- 3.8 Direct criticism of a classified employee by a District representative shall be made in private (without parents, students, other members of the public or other District employees being present).
- 3.9 In the event the District schedules a grievance hearing/meeting during duty hours, an Association officer will be allowed release time from regular duties without loss of pay to attend such hearing/meeting.

- 3.10 Custodians will be permitted release time for Association meetings not to exceed one (1) working hour plus travel time, and shall be expected to complete regularly assigned duties by working an additional time equivalent to the time released by the end of the regular shift without additional remuneration.



## **ARTICLE 4 – PAYROLL DEDUCTIONS**

- 4.1 The District agrees to continue dues deduction authorization executed by the employee in favor of the Association.
- 4.2 The employee shall submit a written request to the District Payroll Department authorizing deduction from his/her salary for Association dues. Notification of changes in amount of dues deduction shall be made by OSEA, Chapter #80, or by the State Office of the Oregon School Employees Association.
- 4.3 The District agrees to transmit the dues deducted as indicated in the preceding paragraph to the Central Office of the Oregon School Employees Association.
- 4.4 The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits or other forms of liability, including all court or administrative agency costs that may arise out of, or by reason of, action by the Board for the purpose of complying with sections 4.1 through 4.4 of this Article.
- 4.5 The District agrees to provide voluntary payroll deductions for the following:
  - A. District insurance plans and annuities
  - B. Portland Teachers' Credit Union
  - C. Cafeteria Plan
  - D. Oregon Trail Education Foundation (OTEF)

The deductions specified in section 4.5 will be made provided the employee signs a voluntary payroll deduction form supplied by the District, which includes a hold harmless provision.

## **ARTICLE 5 – FAIR SHARE**

- 5.1 The parties agree to a fair share agreement.
- 5.2 All classified employees defined in Article 1 of this Agreement as bargaining unit members shall be required to have deducted from their paychecks the regular monthly Association dues as fair share payment as set forth by the Association.
- 5.3 Bargaining unit members who object to paying dues because of a bona fide religious belief or because of the teachings of a church or religious body of which the person is a member shall not be required to pay dues or fair share payments to the Association. Such persons shall provide written certification to the District and Association as to membership status in such church or religious body and authorize payroll deductions in lieu of dues to be made to a charitable organization mutually agreed upon by the employee and the Association in an amount equal to monthly Association dues.
- 5.4 The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the "fair share" provision of this contract.

## ARTICLE 6 – SENIORITY AND LAYOFF

- 6.1 In the event the Board, in its discretion, determines that a permanent reduction of classified employees in the bargaining unit is necessary the following procedure shall apply.
- 6.2 Seniority shall be defined as the total length of service as a classified employee within the District from the most recent date of hire. For accounting purposes, all authorized paid leave will be counted toward seniority; authorized, unpaid leaves of absence will not count towards seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.
- 6.3 When a layoff occurs within the bargaining unit, the Association and those employees affected will be notified not less than 30 calendar days prior to the effective date of the reduction.
- 6.4 Any reduction in force will be within a layoff grouping (see classification groups 6.9) and will first be made in any temporary employees (subject to Article 6.12), followed by probationary employees and then regular employees in order of their seniority within the District. Laid off employees will not be paid any salary or benefits during the period of layoff. Notwithstanding, a laid off employee may, at his/her own expense, continue insurance coverage, subject to the approval of the insurance carrier.
- 6.5 A regular employee who would otherwise be laid off (within the definition of seniority in section 6.2) may displace an employee in a lower classification (within the layoff grouping of the eliminated position) as long as two (2) conditions are met:
  - A. The employee has greater District seniority than the person to be displaced; and
  - B. The employee had at least satisfactory district evaluations while employed in the previous classification and is otherwise determined to be qualified to perform the duties of the lower classification position.
- 6.6 Recall. Recall rights shall exist for twenty-seven (27) months from the date of layoff. Any laid off employee not recalled according to this procedure within the twenty-seven (27) months will be deemed to have resigned in good standing. Laid off employees will remain on the recall list until they have been restored to a position within no less than two hours per day of their pre-layoff assignment. A laid off employee who voluntarily accepts a position at a higher classification (or range) or who voluntarily accepts a position outside of his/her layoff group is considered to have been placed in accordance with this article and the District's recall obligation has been satisfied.
- 6.7 Whenever the District determines that a regular vacancy exists within a classification that has experienced a layoff (within the last 27 months), laid off employees from that classification will be recalled in reverse order of layoff. The recall notice will be hand delivered to the employee or sent by certified mail to the last address the District has on record for the laid off employee. The laid off employee will have ten (10) work days to respond to the recall notice. Failure to respond within ten (10) days of any recall notice will cause the laid off employee to forfeit all recall rights and will be deemed to be a resignation.

- 6.8 If no laid off employee has responded to the recall by classification, or if no further laid off employees exist from the classification, all other laid off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in his/her own classification.
- 6.9 For the purpose of administering this Article, and solely for this purpose, "layoff groupings" are set forth in Appendix A of this agreement. Employees in the layoff group may not bump into a higher paying classification in the group.
- 6.10 Due to the volatility of Grant funding and the subsequent year-to-year fluctuations in associated FTE, the parties will continue to address the issues regarding Grant-funded positions separate from general fund positions. Therefore, whenever a need arises to reduce a Grant-funded position due to funding reductions within the program, employees who are affected by those reductions may not "bump" employees who are in positions that are paid for through the general fund.
- 6.11 The District will make efforts not to reduce bargaining unit employees' hours for the sole purpose of creating a new position in the District. A regular employee whose schedule is reduced by an average of two or more hours per day will be given the next open position in the District which restores their lost time.
- 6.12 If hours in the classification are restored after having been reduced or when the District adds additional hours of work, the District will add those hours to current positions where the District deems it practical and consistent with District operating requirements.
- 6.13 Regular employees who voluntarily give up their entire regular assignment to assume a temporary assignment will be entitled to recall rights under Article 6.6 for the regular assignment only and not the temporary position.

## ARTICLE 7 – VACANCIES AND TRANSFERS

- 7.1 A vacancy shall be defined as an open bargaining unit position in the District the Board intends to fill and to which a current employee will not be transferred.
- 7.2 The District agrees to post all vacancies for a minimum of five (5) days in each building before advertising outside of the District unless the administration determines a condition to exist requiring the position to be filled is an emergency.
- 7.3 **Promotion.** In instances where an employee is granted a promotion to a new position with a higher salary range, the employee shall begin to serve a new 100-working day probationary period, except that the promoted employee shall retain regular (non-probationary) status, if held before, in the employee's former classification.
- A. This article does not apply to promotions that are the result of a temporary assignment, except if a position that was anticipated to be temporary continued into the next year, the employee will gain credit towards probationary status and step advancement. Benefits and any salary change that may have occurred if this were not a temporary position will not be retroactively provided.
- B. Regular employees who are promoted as a result of a temporary assignment shall retain regular (non-probationary) status, if held before, in the employee's former classification.
- 7.4 **Involuntary Transfer:**<sup>2</sup>
- A. If the District determines that a transfer of a specific employee is necessary due to special circumstances, the District shall notify the employee and Association in writing of the reason(s) for the transfer.
- B. An employee who is involuntarily transferred to a position at a lower pay range shall be placed on the step nearest the employee's current hourly wage, unless the employee's current wage exceeds the pay of the lower range, in which case, the employee's pay shall be frozen until the frozen wage meets the top step of the lower range.
- 7.5 Employees who wish to apply for a vacant position may do so by submitting a letter of interest with either an updated District application or a current resume. (See Articles 1.3D and 11.2D.1, regarding regular employees who assume temporary positions.)
- 7.6 Qualified employees making application for open/vacant positions shall be given first consideration for the position. Employees who are not selected may request a meeting with the supervisor to discuss why he/she was not hired for the position.

<sup>2</sup> Clarification: A "voluntary" transfer is when the employee initiates the transfer. An "involuntary" transfer is when the district causes the change in the employee's position or building.

- 7.7 At the beginning of each school year, or earlier if known, the District shall notify each employee, in writing, if that person's salary, step or range, length of work year, assignment or job title has changed. The District shall make available, upon request of the employee or Association, a copy of the job description for each job classification. The job description will identify the salary range.
- 7.8 **Higher Classification.** Employees may be requested to temporarily fill positions that are in a higher range classification than their regular assignments (generally, these assignments would be to substitute in another position for a period of two weeks or less). After one regular workday in the temporary assignment, the employee shall be placed on the range of the employee whose position is being filled, on the corresponding step that the temporarily assigned employee occupied in the permanent salary schedule. The employee shall then be compensated at this higher rate of pay for the balance of the assignment. Employees temporarily (two weeks or less) assigned to a lower classification (range) will receive their regular pay during that temporary assignment.
- 7.9 **Reclassification Committee.** A committee comprised of three (3) members of the Association and three (3) members of the District shall evaluate all reclassification requests made on or before the last working day in April. The reclassification committee shall meet to evaluate and discuss all applications. After careful deliberation, the committee shall vote on the merits of each application. Only applicants receiving a majority of the votes (not less than 4) will be reclassified, effective the first day of the following school year.
- A. Classified employees who would like to be considered for reclassification must complete, to the best of their ability, the standard District reclassification forms and submit those documents to the district by the last workday in April. Forms are available on the district website.
  - B. An employee who has applied for reclassification shall be notified of the decision within thirty (30) days of the date in which the committee met and voted on their application.
  - C. The Association's pre-screening committee will review the reclassification request to determine whether it meets the definition of a reclassification. The Association shall be responsible for contacting each applicant to apprise them of the status of their application for reclassification.

## **ARTICLE 8 – PERSONNEL FILES**

- 8.1 The District shall maintain in the District Office an official personnel file for each employee. This file shall be the only personnel file maintained on employees for purposes of retention, promotion or discipline. All entries placed in a file on or after the effective date of this contract shall be signed and dated by the submitting party.
- 8.2 The employee shall be provided a copy of any new material placed in his/her file, within ten working days of its receipt for placement in the file. The employees shall be allowed the opportunity to respond to any material placed in his/her file. Such responses shall be attached to the material on which the employee has responded in the official file.
- 8.3 An employee may request to have any document removed from his/her personnel file and destroyed, and such document may be removed by mutual consent of the parties.
- 8.4 Employee discipline and the charges which resulted in the discipline shall be considered stale after 18 months provided there are no further incidents of misconduct during those same 18 months. A stale document may not be used for any purpose.
- 8.5 Upon request, an employee may have access to his/her personnel file for the purpose of reviews and/or obtaining copies of materials.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.1 A grievance shall be defined as a contention that a violation or misapplication of a specific term of this agreement has occurred which cannot be resolved between the employee involved and his/her supervisor or the District.
- 9.2 A determined effort shall be made to settle any differences (grievances) at the lowest possible level, and the grievance procedure will be kept as informal as may be appropriate at any level. Meetings or discussion involving grievances will be scheduled, whenever possible, at the mutual convenience of the involved parties.
- 9.3 Any employee having a question regarding a provision of the agreement shall first take the matter up with the appropriate administrator within a reasonable time of knowing of the alleged violation or application. In the event the employee and administrator cannot resolve the issue within three (3) days of the conference, the matter may then be taken up as a formal grievance, in accordance with the following procedure:

### **A. Step One**

1. The employee or his/her representative will submit the matter in writing as a formal grievance to the administrator within ten days of the initiation of the informal process. The written grievance document shall be signed and dated by the grievant or representative and shall set forth a statement of the grievance and facts involved, including relevant dates, citation to the applicable provisions of the agreement alleged to have been violated and the relief sought.
2. A conference will be held between the administrator and grievant (and/or representative) within five working days of receipt of the written grievance.
3. Within five working days of the conference, the administrator will communicate his/her decision in writing to the grievant and representative. The written decision will include a detailed statement as to why the administrator reached the decision.
4. In the event the matter is not settled at Step 1, or if the administrator does not issue a decision within the specified time period, the grievant may institute Step 2 of the procedure.

### **B. Step Two**

1. Within five working days from the date of the administrator's decision or the date that the administrator's decision should have been communicated to the employee, the written grievance may be presented to the superintendent or his/her designee.



2. Within five working days the superintendent or designee shall schedule and hold a meeting with the grievant and representative to review the grievance. The employee and his/her representative shall be allowed to present supporting documentation or other evidence in relationship to the grievance.
3. Within five working days of the conference, the superintendent or designee will communicate his/her decision in writing to the grievant and representative. The written communication shall include a detailed statement of why the superintendent or designee reached the communicated decision.
4. In the event the matter is not settled at Step 2, or if the superintendent or designee does not hold the required conference, or in the event the superintendent or designee does not issue a decision within the specified time period, the grievant may institute Step 3 of the procedure.

C. **Step Three**

1. Within five working days from the date of the superintendent or designee's decision or the date that the superintendent or designee's decision should have been communicated to the employee, the written grievance may be presented to the Board. This step may be waived by mutual agreement of the Association and the Board.
2. Such appeals to the Board shall be heard within thirty days of receipt of the appeal. Notice of the time, place and date of the hearing shall be given in writing to the grievant and representative at least ten working days prior to the meeting.
3. Within ten days following the hearing on the appeal, the Board shall communicate in writing to the grievant and representative the Board's decision.
4. In the event the matter is not settled at Step 3 or if the Board fails to hold the appeal hearing, or if the Board does not issue a decision within the specified time period, the Association may submit the grievance to arbitration.

D. **Step Four**

1. The Association will request from the Oregon Conciliation Service a list of five disinterested persons to act as an impartial arbitrator. Both the Association and the District shall have the right to strike two names from the list provided. The Association and District will determine by lot who shall strike the first name. The name remaining on the list shall be that of the arbitrator. The District shall notify the arbitrator so selected of the place mutually agreed to by the parties where the hearing is to be held. The arbitrator shall set the time and date for the hearing, which is agreeable to the parties.

2. At the hearing, each party shall have the right to present evidence, examine and cross-examine witnesses, make a record and file arguments.
  3. The findings of the arbitrator shall be final and binding to all parties.
- 9.4 The term "working days" as used herein shall mean calendar days exclusive of Saturdays, Sundays and holidays.
- 9.5 Resolution of a grievance at any step of the procedure shall be final and binding on the District, grievant and Association.
- 9.6 An employee shall waive access to the contract grievance procedure if other forums for redress, i.e., the courts or administrative agencies, are pursued.
- 9.7 Powers of the arbitrator are subject to the following limitations:
- A. He or she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - B. He or she shall have no power to establish salary scales or to change any salary schedule.
  - C. He or she shall have no power to interpret state or federal law.
  - D. He or she shall not hear any grievance previously barred from the scope of the Grievance Procedure.
  - E. In the event that a case is appealed to the arbitrator on which he or she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - F. More than one grievance may not be considered by the arbitrator at the same time, except upon expressed written mutual consent and then only if they are of similar nature.
  - G. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
  - H. The arbitrator shall issue his decision not later than thirty days from the date of the close of hearing.
- 9.8 Should the employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified or should he/she leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

- 9.9 All preparation of grievances shall be held at times other than when an employee or a participating Association representative is to be at their assigned duty stations.
- 9.10 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the District and Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

## ARTICLE 10 – HOURS OF WORK

10.1 The District shall be responsible for scheduling work. The regular schedule for all employees shall include no less than two consecutive days off each week. Employees who are reassigned to a new regular schedule will be given at least two weeks' notice with an opportunity for the employee to meet with the supervisor to discuss the impact of such schedule changes.

### 10.2 Lunch Periods

- A. Regular employees who work more than five hours per day shall receive an uninterrupted unpaid lunch period of at least one-half hour, but not more than one hour. Such time shall be scheduled by the employee's immediate supervisor and will be as near as possible to the halfway point in the work schedule. Such time shall not be considered as time worked.
- B. Employees who, due to unusual working conditions, are unable to receive an uninterrupted unpaid lunch period will be compensated for the lunch period.
- C. In accordance with Oregon law, an employer is prohibited from allowing an employee to add the rest period to a meal period or to deduct rest periods from the beginning or end of the employee's work shift.

### 10.3 Rest Periods

Each employee working at least four consecutive hours per day shall receive a minimum of a fifteen minute break, coming as close as practical in the supervisor's judgment to the middle of a four-hour period. Such break period shall be designated by the appropriate supervisor. Notwithstanding, it is understood that any employee working six hours or more will receive a minimum of two breaks per workday.

### 10.4 Overtime/Compensatory Time

Overtime/compensatory time is defined as work that is in excess of 40 hours per week and is equal to time and one-half.

- A. Overtime shall be paid at the rate of one and one-half the regular rate of pay, or compensatory time off shall be granted, for all hours worked in excess of forty hours per week.
- B. When an employee is *required* to work in excess of forty hours per week, overtime or compensatory time may be taken at the employee's election. Employees who are *not required* but receive employer approval to work in excess of forty hours per week will receive compensatory time.
- C. Employees shall not be required to use compensatory time before using paid leave.
- D. Employees may elect to carry up to forty hours of unused compensatory time over from year to year. Remaining balances will be paid at the end of the fiscal year.

- E. All overtime work must be authorized by the District administration prior to, or at the time the overtime is worked. In an emergency, an appropriate supervisor may authorize the overtime.

10.5 **Trade Time**<sup>3</sup>

Upon mutual agreement of the employee and his/her supervisor, the employee, on occasion, may trade work hours on a ratio of one hour for every hour of work within the same week (Example: For one hour off with pay, an employee will work one hour without additional compensation within the same workweek.)

10.6 **Call-Back**

Employees who are called back to work after completing their shifts shall be compensated as follows:

- A. If the employee must physically return to work, s/he will be paid no less than three (3) hours at their normal rate of pay. This time shall be subject to overtime pay as outlined in Article 10.4 subsection A.
- B. If the employee has the ability to use technology to mitigate the need to physically travel to the work site, e.g. using an iPad to view surveillance cameras, the employee shall be compensated for the time it took to perform the task whenever the work occurs before 9:00 PM and after 5:00 AM (10 PM and 8 AM, respectively, when performed on the employee's weekend). However, when the use of technology to perform these tasks occurs after 9:00 PM and before 5:00 AM (10 PM and 8 AM, respectively, when performed on the employee's weekend), the employee shall be paid at one (1) hour of his/her regular rate of pay.
- C. The employee may elect compensatory time off in lieu of wages.

10.7 **Four-Day, Ten-Hour Week**

4-10 schedules for an employee or group of employees may be implemented by mutual agreement between the District and employee(s) during Christmas, spring or summer vacation periods. Leave will be earned and taken on an hour-for-hour basis equivalent to a 5-8 schedule.

10.8 **Extra Duty**

Classified employees, at their own option to apply, may be hired by the District to perform occasional or sporadic duties unrelated to the employee's normal, regular position, or which are covered by the terms of another district collective bargaining agreement. Such positions shall be paid in accordance with the terms of the Agreement relating to the position and shall not be subject to overtime.

<sup>3</sup> Employees may not earn trade time by working through lunch or rest periods.

If the employee is hired to perform a job which is directly or closely related to the classified position held by that employee, the employee shall be compensated in accordance with all applicable state and federal wage laws.

## ARTICLE 11 – LEAVES

### 11.1 Sick Leave

In accordance with ORS 332.507, every classified employee holding a regular full-time position shall accrue ten working days sick leave due to personal illness or injury for each school year or one day per month employed, whichever is greater. Sick leave not taken shall accumulate month to month for an unlimited number of days.

- A. Employees on a regularly assigned work schedule shall accrue one day per month sick leave, hours equal to the amount of hours worked per day.
- B. Classified employees covered by the provisions of ORS 238.750 (Public Employees Retirement System – PERS) shall, upon retirement, receive credit for one-half of their unused sick leave, as provided in ORS 238.350 (use of sick-leave to increase retirement allowance under PERS).
- C. Sick leave is for the employee’s illness or injury but may also be used to care for an ill or injured family member in accordance with the Oregon Family Leave Act (OFLA) or the Federal Family and Medical Leave Act (FMLA).
- D. An employee who is absent for three (3) consecutive days and has demonstrated a pattern or practice of sick leave usage that calls into question the validity of that usage, may be required to furnish a statement from his/her attending physician verifying his/her illness or injury. A member returning from an illness or injury, whether or not sick leave benefits have been paid, may be required to have a medical examination at the expense of the District or to furnish a medical doctor’s certificate of health attesting that the employee is fit for duty prior to returning to work.

### 11.2 Other Leaves

- A. Paid Leave. The District and the Association recognize the important service performed by classified employees, and the need for employees to be at work every day that their services are needed. The District and Association also recognize that there are times when personal circumstances require an employee to be away from the workplace. Consequently, each member of the bargaining unit will be allowed to take up to five days of leave per year upon submission of a request for such leave.
  - 1. Each member of the bargaining unit will be allowed to take up to five (5) days of discretionary leave per year upon submission of a request for such leave.
  - 2. The District will not require the employee to state the reason for the leave and the leave may be used to extend a weekend or Holiday pending approval by the administrator.
  - 3. Paid leave days may not be used to extend an employee’s hours beyond the employee’s regular weekly work schedule.

4. Hours worked under a separate extra-duty contract shall not be included in hours for determining an employee's regular weekly work schedule.
5. Employees shall receive compensation at half their per diem rate for any unused portion of this leave up to four (4) days, equaling no more than two (2) days' pay. Employees may only cash out their accrued discretionary leave at the end of the school year. No carry-over of this leave is permitted
6. Employees must ensure that a qualified substitute is available and scheduled for the time period of the discretionary leave unless circumstances prohibit, such as a personal emergency.

- B. **Bereavement Leave.** Bereavement leave may be granted by the District when an employee requests leave due to the death of an immediate family member. Up to three days leave may be granted without loss of pay. For extenuating circumstances, up to an additional three days leave may be granted with pay upon approval by the District. Leave credit under this paragraph shall not accumulate from one year to the next.

For the purpose of Bereavement Leave, "family member" is defined as a spouse, domestic partner, parent, child, sister, brother, aunt, uncle, grandparent, grandparent-in-law, grandchild, parent-in-law, daughter-in-law, son-in-law, brother/sister-in-law, step brother, step sister or step parent.

- C. **Long-term Leaves of Absence.** Regular employees may submit a request for an unpaid leave not to exceed one year in duration. Application for such unpaid leave must be placed in writing and shall clearly state the reason(s) for which the leave is being requested and shall be presented to the District prior to the time the leave is being requested to begin. Leaves granted under this provision will be without loss of seniority or salary step earned to the date of the leave. Employees returning from unpaid leaves will be entitled to recall rights under Article 6.6.

**Short-term Leaves of Absence.** Unpaid days are not automatically approved by the district. A request for an unpaid day, with an explanation of why the leave is needed, must be submitted to the building principal or immediate supervisor, and then pre-approved by the Director of Human Resources. Except in unusual circumstances, at least 30 calendar days prior notice is required for such a request. An unpaid day may not be used to extend a holiday or vacation, and cannot be used to work or train for another job outside the district. Employees are restricted to no more than two (2) unpaid leave days per year. Staff may be permitted up to five (5) days of unpaid leave if approved in advance by the Superintendent.

- D. **Return from Leave of Absence.**

1. At the expiration of any unpaid leave, the returning employee will be reinstated to a same position or, if the position has been eliminated, a position similar to that held when the leave commenced. An employee whose first day of work returning from unpaid leave is on or after April 1 of any year will not receive a step increase until his/her first working day after July 1 of the next succeeding



year. (Example: An employee placed on Step 1 on April 2, 2005 will be placed on Step 2 as of his/her first working day after July 1, 2006.)

2. An employee who takes a leave of absence to fill a temporary assignment shall, at the expiration of the temporary assignment, return to his/her position held prior to the leave of absence and shall retain all employment rights earned up until the time of accepting the temporary position. The employee shall also be granted one step advancement on the salary scale if the employee's temporary position is within the same grouping as the employee's regular position.

- E. **Jury Leave.** If an employee is called for jury duty, the District will pay the employee the difference between his/her salary and the fee he/she may receive for serving as a juror. Compensation for mileage is not considered as part of the fee. If an employee is called for jury duty but does not serve on any given day, the employee shall report to his/her supervisor for assignment.

Employees attending jury duty must provide the district with an attendance certificate by attaching it to their leave slip upon return to work.

- F. **Parental Leave.** The District shall grant an employee parental/adoption leave in accordance with state and federal law.

- G. **Temporary Closure.**

1. Whenever a school is temporarily closed all day on a regular school day due to inclement weather or other acts of God (fire, flood, etc.) and employees are not required to report to work, the employees may request use of paid leave or accrued compensatory time for the closure day(s).
2. Classified staff will receive two (2) inclement weather days per school year, which may be used as paid leave in the event of weather conditions that compel a school closure.
3. The District will give every consideration to scheduling make-up time to offset lost compensation.
4. The District has the right to require essential personnel to report to work. When essential personnel are required to work during school closures resulting from inclement weather, those employees shall receive one (1) day of Compensatory Leave for each of the first two (2) days of work.
5. If there is a delayed opening (**late start**) due to inclement weather or other acts of God (fire, flood, etc.) employees will be allowed to report 30 minutes before the delayed school opening without loss of pay.

Examples for two-hour delayed start:

- a. An employee that normally starts work at 7:30 am and works for a school with a bell start time of 7:45 AM would start work at 9:15 am, 30 minutes

before the students arrive.

- b. An employee that works for the same school and has a start time of 10:30 AM would arrive at 10:30 am, as usual.
6. If school closes early due to inclement weather or other acts of God (fire, flood, etc.) employees will be allowed to leave without loss of pay after the District determines the employee's responsibilities to students are completed.

H. Catastrophic Leave

1. The District and Association shall maintain a catastrophic leave time bank, which is defined as time donated by employees to a common pool for use by employees on designated Catastrophic Leave.

I. Other.

1. Leaves not otherwise addressed within this article may be granted at the sole discretion of the Superintendent.
2. Any unauthorized leave that exceeds five (5) consecutive workdays that is not accompanied by medical certification may constitute job abandonment.
3. Employees who will be absent from work and require a substitute must provide a minimum of two (2) hours' notice of that absence prior to their scheduled start time (except Nutrition Services Staff).

<sup>1</sup> Employees who possess a title categorized as Essential are eligible to be designated by the district as Essential but are not automatically considered Essential simply by virtue of their title. If an employee who is designated as Essential by the district desires not to be, the district will meet and confer with the union to discuss alternatives.

## ARTICLE 12 - HOLIDAYS<sup>4</sup>

12.1 For employees who work year-round, paid holidays are as follows:

Labor Day	New Year's Day
Veterans' Day	Martin Luther King's Birthday
Thanksgiving Day	Presidents' Day
Day after Thanksgiving*	Memorial Day
Christmas Eve**	Independence Day
Christmas Day	

12.2 For less than twelve month employees, paid holidays are as follows:

Labor Day	New Year's Day
Veterans' Day	Martin Luther King's Birthday
Thanksgiving Day	Presidents' Day
Day after Thanksgiving*	Memorial Day
Christmas Day	

12.3 Employees required to work on a paid holiday will be paid for the holiday plus one and one-half times their regular rate of pay. Part-time employees will receive holiday pay on a prorated basis based on the regularly scheduled number of hours of work per week as a ratio to 40 hours.

Example: An employee is regularly scheduled to work four hours per day, Monday through Friday, for a total of 20 hours per week. The ratio is 20 hours divided by 40 hours equals 50% of 8 hours holiday pay, or 4.0 hours pay for a holiday.

\*\* Christmas Eve shall be a paid holiday for year round staff whenever it falls on a regular scheduled work day. If Christmas Eve falls on a Friday, Thursday will be a paid holiday.

12.4 Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday. Employees required to work on a paid holiday will be paid for the holiday plus one and one-half times their regular rate of pay.

12.5 Holidays that occur during vacation or sick leave shall not be charged against vacation or sick leave.

12.6 To receive holiday pay an employee shall work or be on an approved paid leave on their regularly scheduled day immediately prior to and after the holiday.

<sup>4</sup> An administrative decision to add additional holiday break time will be made far enough in advance to allow equal opportunity for the leave (i.e., *All staff may leave their shifts one hour early today*).

## ARTICLE 13 – DISCIPLINARY ACTION/DISMISSAL

- 13.1 A. Formal discipline<sup>5</sup> or dismissal of any bargaining unit member will not be done without just cause, procedural due process and appropriate prior remediation attempts.
- B. Prior to a meeting that may result in formal discipline, the employee shall be given written notification of his/her rights to union representation in the meeting and the name of the representative to contact should the employee choose to have representation. The Association will receive a copy of this letter.
- 13.2 For purposes of this article, "procedural due process" is defined as:
- A. Timely written notification of the reason(s) for such action.
- B. A reasonable opportunity to respond in writing to the reason and action taken.
- C. A hearing before the Board at its next regularly scheduled meeting, upon the request of the employees. (The employees may request either an open or closed session.)
- 13.3 If a terminated employee is reinstated as a result of Board action, the terms of such reinstatement shall be set forth by the Board. Such action is grievable.

<sup>5</sup> Clarification: "Formal discipline" is a supervisory action resulting in written documentation placed within the employee's personnel file. It is understood that situations may arise that require immediate verbal notification.

## **ARTICLE 14 -- DISTRICT REIMBURSEMENT**

### **14.1 Professional Development Reimbursement**

1. For each year of this agreement, non-probationary employees shall be reimbursed up to a maximum of \$500 based on FTE for each fiscal quarter for approved coursework. The funds may be used for college credit, workshops, seminars, conferences, and/or classes so long as they do not occur during the employee's workday. The total district expenditure shall not exceed \$5,000 per year. A member can request additional funds during the last month of the fiscal year (June).
2. For all approved workshops or conferences the registration fee will be paid by the District up to the maximum allowed per employee. For tuition paid by an employee; upon satisfactory completion and presentation of a receipt or canceled check and a passing grade slip, the employee's tuition will be reimbursed up to the maximum allowed per employee.
3. The class or workshop must be directly related to improving performance for the employee's current position as determined by the district.
4. Since the District's fiscal year is from July 1 through June 30, all claims for tuition shall be submitted on or before June 30<sup>th</sup> of the fiscal year in which they are earned. Claims coming in after that time will not be approved.
5. Requests for attendance and approval for reimbursement for workshops, seminars and conferences must be made through the unit manager/supervisor and the Human Resources department prior to enrollment or registration.
6. Requests will be approved on a first come, first served basis.
7. Reimbursement is for requests made by the employee. Employees shall not be required to use reimbursement for programs for which their attendance is expected.
8. Notification for in-service participation shall be posted for all classified employees, whenever possible, two weeks prior to date of the in-service meeting.
9. Whenever in-service/business meetings are called by the District, employees shall be paid for the time they spend in attendance.
10. The employee shall be reimbursed for all tuition, expenses, mileage, meals and lodging when required by the District to attend classes or workshops. (It is understood that the employee will be paid for this day.)
11. Employees not assigned to participate in in-service meetings scheduled for all classified employees on scheduled in-service days, or who are excused early from in-service scheduled for all classified employees, will be assigned duties which may be outside the

scope of the employee's classification so as to allow the employees to complete their regular scheduled work day without loss of pay.

12. The District and Association will establish a program of District tuition reimbursement for employees who are working toward approved certification programs applicable to their assignment.

#### 14.2 **Vehicle Use**

When employees are required by the District to use their personal vehicles for District business, they shall be reimbursed at the current Internal Revenue Service rate.

#### 14.3 **Meal Allowance**

Reimbursement for meal allowances shall be on the same basis as the District provides to other District employees.

## **ARTICLE 15 – VACATION**

- 15.1 Personnel who work a twelve-month service shall be granted ten paid working days' vacation per fiscal year.
- 15.2 Those employees identified in Section 15.1 who have been employed by the District for more than five years are granted fifteen paid working days' vacation per fiscal year. Those employees employed by the District for more than fifteen years are granted twenty paid working days' vacation per fiscal year.
- 15.3 Employees shall schedule their periods of five days or more time off for vacation not less than four weeks prior to the vacation period. The request for vacation time shall meet with the approval of the department supervisor and District administration. Vacation scheduling conflicts between employees will be resolved on the basis of seniority unless the vacation request is submitted less than four weeks in advance.
- 15.4 No more than two employees may schedule their vacation during Christmas and spring breaks. Where a conflict occurs between two or more employees for vacation during such breaks, seniority preference will be the basis for determining which employee is granted vacation providing, however, such seniority may be exercised only once every three years. As an exception to such seniority exercise the District may vary from seniority preference where it determines a need for special personnel.
- 15.5 Holidays that fall in the vacation period shall not be counted against vacation time.

**ARTICLE 16 - COMPENSATION**

16.1 Salary

- A. New employees will serve a probationary period as defined in the recognition clause.
- B. **2015-16**  
Effective for the 2015-16 school-year, the base of the 2014-15 salary schedule shall increase by 1.5 percent.
- C. **2016-17**  
Effective for the 2016-17 school-year, the base of the 2015-16 salary schedule shall increase by 1.5 percent.
- D. **2017-18**  
Effective for the 2017-18 school-year, the base of the 2016-17 salary schedule shall increase by 1.5 percent.
- E. Employees required to work a Graveyard Shift (between the hours of 10:00 p.m. and 7:00 a.m.) shall receive an additional 50 cents an hour in addition to their normal rate of pay. This language shall also be applied to custodians assigned crew lead responsibilities by the District during the summer months.

F. **Funding**

If the District determines the state distribution formula or level of funding does not increase by a percentage at least equal to the percent increases in the base derived under the COLA formulas in Section B, C or D of this Article, then the COLA increases otherwise provided in those sections shall be considered null and void, and the prior year's schedule shall be continued. Negotiations on the issue of salaries shall begin immediately upon written request from the Association within 30 days of written notice from the District to the Association of such funding insufficiency. The parties shall then be governed by the procedures and timelines set forth in ORS 243.698(2)(3)(4). However, after 90 days of the District's notice above, either party may request mediation and the other party shall participate for at least 15 days. As an exception to Article 19 - Strikes/ Lockouts, in the event the parties are unable to reach agreement as a result of such reopener, the no strike provisions of Article 19 shall not apply.

16.2 **PERS**

- A. The District shall "pick-up," assume and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund as required by ORS 237.071 for the employee members participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member monthly contributions to the system shall



continue for the life of this Agreement. The full amount of required employee contributions "picked up" or paid by the District on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003(8) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 237.003(12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such "pick-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071(2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

- B. The Association and all employees in the bargaining unit agree to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this section. In the event a claim or suit is successful in overturning this section, the employees agree to return to the District an amount equal to the PERS "pick up" contributed on behalf of employees by the District.

16.3 Employees coming into the District as "experienced" could be placed at an appropriate step within the schedule. Entry level on the schedule shall be determined by the administration based upon verified related experience, employment records or other relevant criteria.

16.4 The following stipends will apply to this contract. The parties agree that employees not regularly assigned may be required as a part of their duties, on an occasional or intermittent basis, to perform any one or more of the following activities without additional compensation.

- A. Employees regularly assigned a student or students who normally require diapering will receive a monthly stipend of \$80.00 for each month of such assignment.
- B. Employees regularly assigned to a student or students who routinely require injections and/or monitoring of diabetic pumps and/or who routinely require staff assistance with tracking carbohydrates and insulin dosage calculations will receive a monthly stipend of \$80.00 for each month of such assignment regardless of the number of students assigned.
- C. Boiler certification - \$40/month
- D. Pool Operator - \$60/month
  - a. Backup - \$15/month
- E. Asbestos Operations & Maintenance Certification - \$25/month
- F. Lock Smith - \$60/month
- G. Book Depository – based on the hourly rate at Range 8, Step 2
- H. Educational Assistant's regularly assigned work in self-contained classrooms where there exists a known safety risk will receive a monthly stipend of \$60.00 for each month of such assignment.

16.4.1 Phone Stipend: upon approval of the employee's supervisor and appropriate district director, employees may submit an application for cell phone reimbursement under OTSD policy DLC-AR (2), Phone Stipend Application.

16.5 **Pay Checks.**

The District will provide three options for employee payment for less than 12-month employees on the following basis.

Option 1 Employees will be paid in 12 installments with one paycheck for each of the months September through August.

Option 2 Employees will be paid in 10 installments with one paycheck for each of the months September through June. The amount paid in each month will reflect compensation for actual time worked. The balance owing will be paid on the regular payday in June.

Option 3 Employees will be paid in 10 equal installments, September through June.

Each employee must select Option 1, 2 or 3 by the first Friday in September of each school year. This selection may not be changed until the following September. Regular 12-month employees will be paid monthly.

16.6 Salary checks for classified employees shall be available on the fourth Friday of each month. November, December and March checks shall be available on the last working day before Thanksgiving, Winter and Spring breaks.

16.7 Staff shall receive a one-time lump sum payment in the amount of \$300 in the December 2015 pay period. Employee must be employed in the December pay period and the lump sum payment is not based on FTE.

16.8 Staff shall receive a one-time lump sum payment in the amount of \$300 in the December 2016 pay period. Employee must be employed in the December pay period and the lump sum payment is not based on FTE.

16.9 Staff shall receive a one-time lump sum payment in the amount of \$300 in the December 2017 pay period. Employee must be employed in the December pay period and the lump sum payment is not based on FTE.

## **ARTICLE 17 - LONGEVITY**

- 17.1 An employee who completes ten (10) consecutive years of service with the District, upon his/her employment anniversary date, shall be compensated fifteen (15) cents per hour in addition to his/her regular rate of pay based on his/her classification on the salary schedule.
- 17.2 An employee who completes fifteen (15) consecutive years of service with the District, upon his/her employment anniversary date, shall be compensated accordingly under Section 17.1 above, plus an additional fifteen (15) cents per hour based on his/her classification on the salary schedule.
- 17.3 An employee who completes twenty (20) consecutive years of service with the District, upon his/her employment anniversary date, shall be compensated accordingly under Sections 17.1 and 17.2 above, plus an additional fifteen (15) cents per hour based on his/her classification on the salary schedule.
- 17.4 An employee who completes twenty-five (25) consecutive years of service with the District, upon his/her employment anniversary date, shall be compensated accordingly under Sections 17.1, 17.2 and 17.3 above, plus an additional fifteen (15) cents per hour based on his/her classification on the salary schedule.

**ARTICLE 18 – INSURANCE BENEFITS**

- 18.1 Staff shall be provided long-term disability insurance coverage through a District paid group plan, subject to the rules of the carrier.
- 18.2 For 2015-16, each full-time regularly assigned employee is entitled to an employer paid contribution toward/for the premium of State sponsored medical and dental insurance coverage, based upon need, up to \$1,160.65 per month or actual premium of current coverage, whichever is less.
- 18.3 For 2016-17, each full-time regularly assigned employee is entitled to an employer paid contribution toward/for the premium of State sponsored medical and dental insurance coverage, based upon need, up to \$1,207.08 per month or actual premium of current coverage, whichever is less.
- 18.4 For 2017-18, each full-time regularly assigned employee is entitled to an employer paid contribution toward/for the premium of State sponsored medical and dental insurance coverage, based upon need, up to \$1,255.36 per month or actual premium of current coverage, whichever is less.
- 18.5 Employee need is defined as:
  - Employee
  - Employee + Spouse
  - Employee + Child
  - Family coverage
- 18.6 The District shall contribute on behalf of each part-time regularly assigned employee prorated insurance and leave contributions based on the employee’s full time equivalency (FTE) with 8 hours determined as 1.0 FTE (i.e., an employee working 5 hours per day = .625 FTE). Prorated schedule is as follows:

Hours per Day	Employee FTE	Benefit FTE
2.0 <= 2.5	.250 <= .313	.313
>2.5 <= 3.0	>.313. <= .375	.375
>3.0 <= 3.5	> .375 <= .438	.438
>3.5 <= 4.0	> .438 <= .500	.500
>4.0 <= 4.5	>.500 <= .563	.563
>4.5 <= 5.0	>.563 <= .625	.625
>5.0 <= 5.5	>.625 <= .688	.688
>5.5 <= 6.0	>.688 <= .750	.750
>6.0 <= 6.5	> .750 <= .813	.813
> 6.0 <= 7.0	> .813 <= .875	.875
> 7.0 < 7.5	>.875 <= .938	.938
=>7.5 <= 8.0	>.938 <= 1.00	1.0

- 18.7 The District shall provide for each employee, at no cost to the employee, life insurance with

face value equivalent to twice (2 times) the employee's annual salary rounded up to the nearest thousand.

- 18.8 Employees not eligible for District contribution toward insurance coverage may voluntarily participate in the insurance program payroll deduction, pursuant to the rules and regulations of the carrier.
- 18.9 In accordance with Senate Bill 426 and the Oregon Educators Benefits Board (OEBB), as of October 1, 2008, District staff will have the option of selecting plans under the OEBB. The Association shall select the plan and rate structures and shall notify the District of that choice by June 30<sup>th</sup> of each year of the agreement. Any benefits offered are subject to the rules and regulations of the carriers. The District and the Association agree that premiums shall include any administrative fees. Any Administrative costs assessed by OEBB shall be considered to be part of premium costs for the insurance program and are subject to the same contribution limitation stated above.

**ARTICLE 19 – STRIKES/LOCKOUTS**

- 19.1 The Association agrees that, during the term of this agreement, it will not conduct, join or participate in a strike, work stoppage, slow-down, picket line observance or other concerted interference with work at any school within the District. Employees who do participate in any such action shall be subject to such discipline as determined appropriate by the District.
  
- 19.2 The District agrees that, during the term of this agreement, there will be no lockout of Association unit members.

**ARTICLE 20 – EARLY RETIREMENT**

**20.1 Eligibility**

- A. The option of early retirement shall be extended to all employees, beginning at age fifty-eight years and up to sixty-two years of age, who are employed by the District and have completed fifteen years of continuous service with the District. Exceptions to continuous employment will be allowed for employees who were on authorized unpaid leaves of absence or layoff. However, those periods of absence will not be counted.
  
- B. Early retirement shall begin on the first day of July, or at the end of the first semester after the employee reaches the eligibility requirements, unless an exception is made at the District's discretion.

**20.2 Compensation**

- A. Beginning with the first month that a regular paycheck or prorated portion of a paycheck is not received, the employee who elects to take the incentive for early retirement will receive a monthly stipend of \$600.00 for a full-time equivalent employee. A less than full-time equivalent employee will receive a pro rata share of \$600.00.
  
- B. Proration of the early retirement incentive for less than full time employees will be determined by the District based on the employee's regular assigned workday at the time of retirement.

Example:

6.00 hours	=	Employee's regular assigned work day
<u>8.00 hours</u>	=	Full time day
.75	=	Proration factor for less than full time
<u>x 600.00</u>	=	Retirement incentive for 8 hours employees
\$ 450.00	=	Retirement incentive with proration factor

- C. The above monthly payments will continue for up to forty-eight months, and will end on the last day of the month in which the employee reaches sixty-two years of age.

20.3 **Notification**

Employees wishing to take the Early Retirement Incentive must notify the District in writing sixty days prior to the day the planned retirement is to take effect.

20.4 **Insurance**

An employee opting for early retirement may continue any group insurance plan, at his/her own expense, provided such continuation does not jeopardize the plan of the District, and provided payments are submitted to the District on a timely basis for continued insurance coverage.



## **ARTICLE 21 - SEPARABILITY**

- 21.1 If any provision of this agreement is declared invalid by any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE 22 – CONTRACTING OUT**

- 22.1 The District agrees not to contract out any current bargaining unit work during the term of this agreement. In consideration of this agreement, and in the event of financial difficulties, the Association agrees to meet with the District upon request to discuss and resolve the issue.

## ARTICLE 23 – COMPLAINT PROCEDURE

- A. Any person who has a complaint (complainant) about the actions of another employee is encouraged to make arrangements to discuss the problem with the employee. The purpose of this step is to make the employee aware of the problem and for the parties to make an effort to reach a mutually acceptable solution.
- B. If the complainant does not wish to address the problem with the alleged offender or is not satisfied with the results of his/her meeting with the alleged offender, the complainant may reduce the complaint to writing and submit it to the school Administrator or the Director of Human Resources or s/he may simply meet with the Administrator or Director of Human Resources to officially register the complaint.
- C. A record of the complaint and any recommendations for improvement shall be placed in the personnel file of the employee *only* after the above procedure has been followed. A record of the complaint shall not be placed in the personnel file of the employee if the complaint is found to be without merit.
- D. An employee may attach a written statement to any material placed in his/her personnel file under the provisions of this Article.
- E. Any complaint which the administrator or supervisor chooses not to discuss with the employee shall not be considered in the employee's evaluation, shall not be used against the employee in any subsequent action by the District, nor shall any record be kept by the District.
- F. The employee has the right to representation at all levels of the Complaint Procedure if the meeting has the potential to result in disciplinary action.
- G. The procedures set forth in this article shall apply in so much as they do not interfere with any investigative action by law enforcement.
- H. The employee has the right to file a complaint based upon the belief that s/he has been discriminated against due to any of the following: age, race, religion, gender, sexual orientation, national origin, marital status, or physical/mental disability, whether perceived or actual.

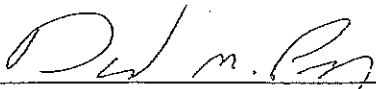
## **ARTICLE 24 – DURATION**

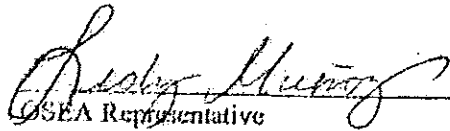
- 23.1 The effective date of this Agreement shall be July 1, 2015 and it will remain in full force and effect through June 30, 2018, upon which date it shall expire.
- 23.2 At the termination of this contract, it is agreed that the Oregon Trail Chapter of OSEA or the District may notify the other party of their desire to reopen this contract for renegotiation.

**ARTICLE 24 – EXECUTION AND SIGNATURES**

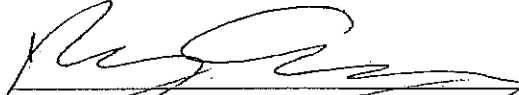
Executed this 22<sup>nd</sup> day of June, 2015, at Sandy, Oregon, by the undersigned representatives by the authority of and on behalf of the Oregon Trail School District Board of Directors and Chapter #80 Oregon School Employees Association.


**FOR THE ASSOCIATION**

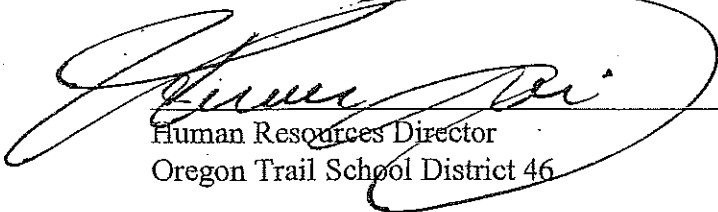
  
\_\_\_\_\_  
President, OSEA Chapter #80

  
\_\_\_\_\_  
OSEA Representative

**FOR THE DISTRICT**

  
\_\_\_\_\_  
Board Chair  
Oregon Trail School District 46

  
\_\_\_\_\_  
Board Vice Chair  
Oregon Trail School District 46

  
\_\_\_\_\_  
Human Resources Director  
Oregon Trail School District 46

**Appendix A**

<b>Classified Staff - Layoff Groups</b>					
(Highest range listed from top to bottom, multiple positions in one box indicates same range)					
A	B	C	D	E	F
<b>Aquatic Center Employees</b>	<b>Nurse / Counselor</b>	<b>Food Services</b>	<b>Secretary/ Clerical</b>	<b>Actg./ Bookkeeping</b>	<b>Custodial/ Maintenance</b>
Senior Life Guard	Nurse	FS Manager	Admin. Assistant Student Services Secy	HS Bookkeeper	Maintenance 4
WSI	D & A Counselor	Lead Cook	HS Registrar	Dist Account Clerk	Maintenance 3 District Lead Cust
		FS 3 (Site Leader)	HS Princ Secretary MS Princ Secretary Elem Princ Secretary	Cashier/Secretary	Maintenance 2 Groundskeeper 3
		FS 2 (Food Service Worker)	Secretary 5		Maintenance 1 Groundskeeper 2
			Secretary 4		HS Lead Custodian
			Secretary 3		Custodian Custodian w/Courier Groundskeeper 1
			Secretary 2		Courier
			Secretary 1		
G	H	I	J	K	
<b>Computer Services</b>	<b>Instructional Services</b>	<b>Other Student Support Services</b>	<b>Production Center</b>		
District Tech Specialist	Preschool Instructor Education Asst. Homeless Liaison	Campus Security	Production Center Technician	Community Enrichment Coordinator	
Computer Tech 2	IA2 (grandfathered)	Detention Monitor		Speech Path Asst.	
Computer Tech 1		School Assistant			
Library Technician Library Assistant				Youth Transition Coord. Parent Liaison	
Lab Monitor					

**OREGON TRAIL SCHOOL DISTRICT NO. 46  
2015-16 Classified Wage Schedule**

Appendix B

(1.5% Base increase, schedule excludes \$300 per employee stipend)

<b>Classification</b>	<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<i>no positions</i>	<b>1</b>	9.73	10.02	10.32	10.63	10.95	11.28	11.62	11.97
<i>no positions</i>	<b>2</b>	10.02	10.32	10.63	10.95	11.28	11.62	11.97	12.33
<i>no positions</i>	<b>3</b>	10.32	10.63	10.95	11.28	11.62	11.97	12.33	12.70
<i>no positions</i>	<b>4</b>	10.63	10.95	11.28	11.62	11.97	12.33	12.70	13.08
<b>Courier</b>	<b>5</b>	10.95	11.28	11.62	11.97	12.33	12.70	13.08	13.47
<b>FS Worker</b>	<b>6</b>	11.28	11.62	11.97	12.33	12.70	13.08	13.47	13.87
<i>no positions</i>	<b>7</b>	11.62	11.97	12.33	12.70	13.08	13.47	13.87	14.29
<i>no positions</i>	<b>8</b>	11.97	12.33	12.70	13.08	13.47	13.87	14.29	14.72
<b>School Assistant</b>	<b>9</b>	12.33	12.70	13.08	13.47	13.87	14.29	14.72	15.16
<b>Kitchen Lead Secretary 1</b>	<b>10</b>	12.70	13.08	13.47	13.87	14.29	14.72	15.16	15.61
<b>Secretary 2</b>	<b>11</b>	13.08	13.47	13.87	14.29	14.72	15.16	15.61	16.08
<b>Secretary 3</b>	<b>12</b>	13.47	13.87	14.29	14.72	15.16	15.61	16.08	16.56
<b>Instructional Assistant 2 Secretary 4/Cashier</b>	<b>13</b>	13.87	14.29	14.72	15.16	15.61	16.08	16.56	17.06
<b>Custodian Custodian w/Courier Duty Groundskeeper 1</b>	<b>14</b>	14.29	14.72	15.16	15.61	16.08	16.56	17.06	17.57
<b>Campus Monitor Educational Assistant Food Service Manager Library Technician Parent Liaison (ELD) Production Technician Food Service Secretary</b>	<b>15</b>	14.72	15.16	15.61	16.08	16.56	17.06	17.57	18.10
<b>Campus Security Computer Technician 1 High School Lead Custodian</b>	<b>16</b>	15.16	15.61	16.08	16.56	17.06	17.57	18.10	18.64
<b>Maintenance 1 MS Attendance Secretary Groundskeeper 2</b>	<b>17</b>	15.61	16.08	16.56	17.06	17.57	18.10	18.64	19.20
<b>Computer Technician 2</b>	<b>18</b>	16.08	16.56	17.06	17.57	18.10	18.64	19.20	19.78
<b>Maintenance 2 Maintenance Secretary Groundskeeper 3</b>	<b>19</b>	16.56	17.06	17.57	18.10	18.64	19.20	19.78	20.37
<b>Elementary Principal Sec. High School Principal Sec. Middle School Principal Sec. Preschool Instructor</b>	<b>20</b>	17.06	17.57	18.10	18.64	19.20	19.78	20.37	20.98
<b>Community Enrichmnt Coord District Lead Custodian Maintenance 3 YTP Coordinator</b>	<b>21</b>	17.57	18.10	18.64	19.20	19.78	20.37	20.98	21.61
<b>District Tech. Specialist High School Registrar Secretary/Bookkeeper</b>	<b>22</b>	18.10	18.64	19.20	19.78	20.37	20.98	21.61	22.26
<i>no positions</i>	<b>23</b>	18.64	19.20	19.78	20.37	20.98	21.61	22.26	22.93
<i>no positions</i>	<b>24</b>	19.20	19.78	20.37	20.98	21.61	22.26	22.93	23.62
<i>no positions</i>	<b>25</b>	19.78	20.37	20.98	21.61	22.26	22.93	23.62	24.33
<b>Admin. Asst. Student Services Director Secretary</b>	<b>26</b>	20.37	20.98	21.61	22.26	22.93	23.62	24.33	25.06
<i>no positions</i>	<b>27</b>	20.98	21.61	22.26	22.93	23.62	24.33	25.06	25.81
<i>no positions</i>	<b>28</b>	21.61	22.26	22.93	23.62	24.33	25.06	25.81	26.58
<i>no positions</i>	<b>29</b>	22.26	22.93	23.62	24.33	25.06	25.81	26.58	27.38
<i>no positions</i>	<b>30</b>	22.93	23.62	24.33	25.06	25.81	26.58	27.38	28.20
<i>no positions</i>	<b>31</b>	23.62	24.33	25.06	25.81	26.58	27.38	28.20	29.05
<i>no positions</i>	<b>32</b>	24.33	25.06	25.81	26.58	27.38	28.20	29.05	29.92
<b>D&amp;A Counselor</b>	<b>33</b>	25.06	25.81	26.58	27.38	28.20	29.05	29.92	30.82
<b>District Nurse Maintenance 4</b>	<b>34</b>	25.81	26.58	27.38	28.20	29.05	29.92	30.82	31.74

OREGON TRAIL SCHOOL DISTRICT NO. 46

2016-17 Classified Wage Schedule

(1.5% Base increase, schedule excludes \$300 per employee stipend)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<i>no positions</i>	1	9.88	10.18	10.49	10.80	11.12	11.45	11.79	12.14
<i>no positions</i>	2	10.18	10.49	10.80	11.12	11.45	11.79	12.14	12.50
<i>no positions</i>	3	10.49	10.80	11.12	11.45	11.79	12.14	12.50	12.88
<i>no positions</i>	4	10.80	11.12	11.45	11.79	12.14	12.50	12.88	13.27
Courier	5	11.12	11.45	11.79	12.14	12.50	12.88	13.27	13.67
FS Worker	6	11.45	11.79	12.14	12.50	12.88	13.27	13.67	14.08
<i>no positions</i>	7	11.79	12.14	12.50	12.88	13.27	13.67	14.08	14.50
<i>no positions</i>	8	12.14	12.50	12.88	13.27	13.67	14.08	14.50	14.94
School Assistant	9	12.50	12.88	13.27	13.67	14.08	14.50	14.94	15.39
Kitchen Lead Secretary 1	10	12.88	13.27	13.67	14.08	14.50	14.94	15.39	15.85
Secretary 2	11	13.27	13.67	14.08	14.50	14.94	15.39	15.85	16.33
Secretary 3	12	13.67	14.08	14.50	14.94	15.39	15.85	16.33	16.82
Instructional Assistant 2 Secretary 4/Cashier	13	14.08	14.50	14.94	15.39	15.85	16.33	16.82	17.32
Custodian Custodian w/Courier Duty Groundskeeper 1	14	14.50	14.94	15.39	15.85	16.33	16.82	17.32	17.84
Campus Monitor Educational Assistant Food Service Manager Library Technician Parent Liaison (ELD) Production Technician Food Service Secretary	15	14.94	15.39	15.85	16.33	16.82	17.32	17.84	18.38
Campus Security Computer Technician 1 High School Lead Custodian	16	15.39	15.85	16.33	16.82	17.32	17.84	18.38	18.93
Maintenance 1 MS Attendance Secretary Groundskeeper 2	17	15.85	16.33	16.82	17.32	17.84	18.38	18.93	19.50
Computer Technician 2	18	16.33	16.82	17.32	17.84	18.38	18.93	19.50	20.09
Maintenance 2 Maintenance Secretary Groundskeeper 3	19	16.82	17.32	17.84	18.38	18.93	19.50	20.09	20.69
Elementary Principal Sec. High School Principal Sec. Middle School Principal Sec. Preschool Instructor	20	17.32	17.84	18.38	18.93	19.50	20.09	20.69	21.31
Community Enrichmnt Coord District Lead Custodian Maintenance 3 YTP Coordinator	21	17.84	18.38	18.93	19.50	20.09	20.69	21.31	21.95
District Tech. Specialist High School Registrar Secretary/Bookkeeper	22	18.38	18.93	19.50	20.09	20.69	21.31	21.95	22.61
<i>no positions</i>	23	18.93	19.50	20.09	20.69	21.31	21.95	22.61	23.29
<i>no positions</i>	24	19.50	20.09	20.69	21.31	21.95	22.61	23.29	23.99
<i>no positions</i>	25	20.09	20.69	21.31	21.95	22.61	23.29	23.99	24.71
Admin. Asst. Student Services Director Secretary	26	20.69	21.31	21.95	22.61	23.29	23.99	24.71	25.45
<i>no positions</i>	27	21.31	21.95	22.61	23.29	23.99	24.71	25.45	26.21
<i>no positions</i>	28	21.95	22.61	23.29	23.99	24.71	25.45	26.21	27.00
<i>no positions</i>	29	22.61	23.29	23.99	24.71	25.45	26.21	27.00	27.81
<i>no positions</i>	30	23.29	23.99	24.71	25.45	26.21	27.00	27.81	28.64
<i>no positions</i>	31	23.99	24.71	25.45	26.21	27.00	27.81	28.64	29.50
<i>no positions</i>	32	24.71	25.45	26.21	27.00	27.81	28.64	29.50	30.39
D&A Counselor	33	25.45	26.21	27.00	27.81	28.64	29.50	30.39	31.30
District Nurse Maintenance 4	34	26.21	27.00	27.81	28.64	29.50	30.39	31.30	32.24



**OREGON TRAIL SCHOOL DISTRICT NO. 46  
2017-18 Classified Wage Schedule**

Appendix D

(1.5% Base increase, schedule excludes \$300 per employee stipend)

<b>Classification</b>	<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<i>no positions</i>	<b>1</b>	10.03	10.33	10.64	10.96	11.29	11.63	11.98	12.34
<i>no positions</i>	<b>2</b>	10.33	10.64	10.96	11.29	11.63	11.98	12.34	12.71
<i>no positions</i>	<b>3</b>	10.64	10.96	11.29	11.63	11.98	12.34	12.71	13.09
<i>no positions</i>	<b>4</b>	10.96	11.29	11.63	11.98	12.34	12.71	13.09	13.48
<b>Courier</b>	<b>5</b>	11.29	11.63	11.98	12.34	12.71	13.09	13.48	13.88
<b>FS Worker</b>	<b>6</b>	11.63	11.98	12.34	12.71	13.09	13.48	13.88	14.30
<i>no positions</i>	<b>7</b>	11.98	12.34	12.71	13.09	13.48	13.88	14.30	14.73
<i>no positions</i>	<b>8</b>	12.34	12.71	13.09	13.48	13.88	14.30	14.73	15.17
<b>School Assistant</b>	<b>9</b>	12.71	13.09	13.48	13.88	14.30	14.73	15.17	15.63
<b>Kitchen Lead Secretary 1</b>	<b>10</b>	13.09	13.48	13.88	14.30	14.73	15.17	15.63	16.10
<b>Secretary 2</b>	<b>11</b>	13.48	13.88	14.30	14.73	15.17	15.63	16.10	16.58
<b>Secretary 3</b>	<b>12</b>	13.88	14.30	14.73	15.17	15.63	16.10	16.58	17.08
<b>Instructional Assistant 2 Secretary 4/Cashier</b>	<b>13</b>	14.30	14.73	15.17	15.63	16.10	16.58	17.08	17.59
<b>Custodian Custodian w/Courier Duty Groundskeeper 1</b>	<b>14</b>	14.73	15.17	15.63	16.10	16.58	17.08	17.59	18.12
<b>Campus Monitor Educational Assistant Food Service Manager Library Technician Parent Liaison (ELD) Production Technician Food Service Secretary</b>	<b>15</b>	15.17	15.63	16.10	16.58	17.08	17.59	18.12	18.66
<b>Campus Security Computer Technician 1 High School Lead Custodian</b>	<b>16</b>	15.63	16.10	16.58	17.08	17.59	18.12	18.66	19.22
<b>Maintenance 1 MS Attendance Secretary Groundskeeper 2</b>	<b>17</b>	16.10	16.58	17.08	17.59	18.12	18.66	19.22	19.80
<b>Computer Technician 2</b>	<b>18</b>	16.58	17.08	17.59	18.12	18.66	19.22	19.80	20.39
<b>Maintenance 2 Maintenance Secretary Groundskeeper 3</b>	<b>19</b>	17.08	17.59	18.12	18.66	19.22	19.80	20.39	21.00
<b>Elementary Principal Sec. High School Principal Sec. Middle School Principal Sec. Preschool Instructor</b>	<b>20</b>	17.59	18.12	18.66	19.22	19.80	20.39	21.00	21.63
<b>Community Enrichmnt Coord District Lead Custodian Maintenance 3 YTP Coordinator</b>	<b>21</b>	18.12	18.66	19.22	19.80	20.39	21.00	21.63	22.28
<b>District Tech. Specialist High School Registrar Secretary/Bookkeeper</b>	<b>22</b>	18.66	19.22	19.80	20.39	21.00	21.63	22.28	22.95
<i>no positions</i>	<b>23</b>	19.22	19.80	20.39	21.00	21.63	22.28	22.95	23.64
<i>no positions</i>	<b>24</b>	19.80	20.39	21.00	21.63	22.28	22.95	23.64	24.35
<i>no positions</i>	<b>25</b>	20.39	21.00	21.63	22.28	22.95	23.64	24.35	25.08
<b>Admin. Asst. Student Services Director Secretary</b>	<b>26</b>	21.00	21.63	22.28	22.95	23.64	24.35	25.08	25.83
<i>no positions</i>	<b>27</b>	21.63	22.28	22.95	23.64	24.35	25.08	25.83	26.60
<i>no positions</i>	<b>28</b>	22.28	22.95	23.64	24.35	25.08	25.83	26.60	27.40
<i>no positions</i>	<b>29</b>	22.95	23.64	24.35	25.08	25.83	26.60	27.40	28.22
<i>no positions</i>	<b>30</b>	23.64	24.35	25.08	25.83	26.60	27.40	28.22	29.07
<i>no positions</i>	<b>31</b>	24.35	25.08	25.83	26.60	27.40	28.22	29.07	29.94
<i>no positions</i>	<b>32</b>	25.08	25.83	26.60	27.40	28.22	29.07	29.94	30.84
<b>D&amp;A Counselor</b>	<b>33</b>	25.83	26.60	27.40	28.22	29.07	29.94	30.84	31.77
<b>District Nurse Maintenance 4</b>	<b>34</b>	26.60	27.40	28.22	29.07	29.94	30.84	31.77	32.72