

Agreement Between
Dallas Chapter ~~No.~~ 34
Oregon School Employees Association
and
Dallas School District No. 2
Dallas, Oregon



July 2022 – June 2023

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Preamble

This Agreement is entered into between the Board of Directors, School District No. 2, Dallas, Oregon, hereinafter referred to as the "Board" or "District" and the Dallas Chapter ~~No.~~ 34 of the Oregon School Employees Association (OSEA), hereinafter referred to as the "Union." The Union shall share equally with the District the responsibility for applying the provisions of the contract.

Article 1 - Recognition

- A. The Board recognizes the Union as the sole and exclusive bargaining representative for all regular classified employees excluding substitute **employees**, temporary **employees**, supervisory and confidential employees.
- B. Temporary and substitute employees shall not be used to permanently replace a regular classified position. This shall not be construed **so as** to prevent a temporary or substitute employee from applying for a vacant regular classified position.
- C. Definitions
1. Substitute Employee
 - a. A person employed to perform the work of an existing absent classified employee,
 - b. A person employed to fill a position vacated by a Dallas School District classified employee after the school year has begun, or
 - c. A person hired to fill a position for less than forty (40) days.
 2. Temporary Employee – a person employed to work more than forty (40) days, but less than ~~one hundred twenty one (121)~~ **90 calendar** days. Temporary employees will be assigned district email addresses
 3. Working Days – Days indicated on the employee's working calendar as days worked.
 4. Contract Days – Days indicated on the employee's working calendar as days worked and holidays.

Article 2 - Management Rights

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Oregon, and the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its employees, properties and facilities;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and conditions of their continued employment, their dismissal, and to promote and transfer all such employees.
- B. The Board will not be required to negotiate on matters of inherent managerial policy. As the employer in this contract, the Board retains all of the functions, rights, powers of authority not specifically abridged, delegated or modified by the Agreement.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by ~~the specific, written terms of~~ this Agreement and then only to the extent that such terms are in the conformance with the Constitution and laws of the State of Oregon and United States.

Article 3 - Union Dues

- A. Any member of the bargaining unit may authorize the District to deduct from his/her their pay the amount of dues, fees, and/or assessments charged by the union. This authorization must be in writing and forwarded to the Payroll Office. Authorizations for payroll deduction under this Article shall remain valid until revoked by the employee Union in writing.
- B. The amounts deducted by the District, shall be remitted, together with an itemized statement, to the Union by the first day of the month after such deductions are made. This practice will apply to the remittance of both, the local Union dues deducted by the District as well as the state Union dues deducted by the District.
- C. A bargaining unit member may, based on a bona fide religious tenet, pay an amount equivalent to union dues to a non-religious charity from the charities currently available through the Dallas School District Employee Giving Program agreed upon by the member and the Union. The Union will notify the District of any affected member and their designated Dallas School District Employee Giving Program charity.
- D. The District agrees to furnish the Union with a Personnel Action Report (PAR) for all newly hired employees covered by this Agreement and any employees covered by this Agreement who terminate employment. Such list shall contain the names of the employees, along with their job classifications, work locations and home addresses.
- E. The Union agrees 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 article.

Article 4 - Union Responsibility/Rights

A. Information

Upon request, the District will furnish to the Union, **public** District information necessary for the purpose of collective bargaining and in the **electronic** form in which it is normally prepared and used. However, information which, under law, is considered confidential shall not be furnished except as permitted by law. The Union shall have the right to use the inter-school mail courier service, school mailboxes and email as it deems necessary and without the approval of building principals or other members of the administration, unless such use is deemed by the administration to overload or put undue cost upon the service or is in violation of the U.S. Postal Service's rules and regulations. **Use of email must comply with the District's Acceptable Use Policy.**

B. The Union will be allowed use of such office equipment as needed to provide duplicating and information to the employees. Incidental use shall be at no charge. The Union will pay the reasonable costs of all materials and supplies for extended use and for any repairs, excluding routine maintenance, necessitated as a result of using equipment.

C. Bulletin Boards: The Union shall have, in each school building, a space for its bulletin board.

D. Release Time for Meetings: Whenever mutually scheduled, Union representatives, elected or appointed, shall be granted time off without loss of pay from their regular school duties to attend local meetings, deal with grievance proceedings, labor negotiations, and other situations as laid out under **ORS 243 - Public Employee Rights and Benefits (formally known as** HB 2016). Whenever possible, such meetings will be scheduled so as not to interfere with normal work duties. The District shall not be obligated to pay overtime compensation due to the provisions of this section.

HB 2016 ORS 243 - Public Employee Rights and Benefits shall be followed for other leaves and conditions not included below.

1. Employees who are designated by OSEA or the chapter president, shall be granted release time without loss of compensation or benefits to serve as designated representatives of the Union to attend labor-related conferences, trainings and events or to participate in labor-related activities. The Union will reimburse the District for the wages, insurance, and fixed payroll costs including PERS contributions of those employees. When more than one **(1)** designated representative will be gone at the same time, agreement on how to best facilitate this shall be reached with the District.
2. A written notification shall be given by the Union to the District's Human Resources Director at least three (3) working days prior to the start of the release

time for absences that are ten (10) working days or less. The Union will give ~~fifteen (15)~~ **seven (7)** ~~calendar~~ **work** days' notice for absences of eleven (11) working days or more. The written notice shall include: 1) the name of the employee who will be taking release time; 2) the date on which the release time will commence; and 3) the anticipated duration of the release time.

3. When an employee's release time has terminated, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, pay, benefits or classification.
4. Any members taking release time to work full time for OSEA shall also have the benefits under 3 above. This leave is issued and revoked solely by OSEA with notification to the District. OSEA must give thirty (30) calendar days prior notice to use this leave and OSEA must give thirty (30) calendar days prior notice when returning an employee from this leave. These employees shall be allowed to take up to one (1) calendar year unpaid leave during the time they work for OSEA.
5. The District shall grant employees; designated as delegates to the OSEA Conference; release time to attend. These employees may choose to use available paid leave or take **leave time** without pay.
6. Union Meetings: Any nighttime employee wishing to attend a monthly chapter meeting will be allowed to attend with the understanding that they make up lost time due to the meeting. The employee will notify and **will** arrange to make up time with their supervisor.

E. Miscellaneous Provisions

1. The District will provide each classified employee with a copy of this contract.
2. Prior to the school year, each classified employee will be provided with a copy of the school calendar and a current salary schedule. The District retains the right to modify, delete and/or add to the forms as necessary.
3. The Union **chapter** president or designee may, in accordance with district policy, request to be placed on the board agenda and will be given the opportunity to speak at any public board meeting.
4. The agenda for board meetings shall be provided to the ~~association~~ **Union chapter** president on the Friday preceding regularly scheduled board meetings. The District shall make available the minutes of the Board meeting on the District web site as a part of the board packet for the following Board meeting.

5. OSEA shall have the right, under **HB-2016 ORS 243 - Public Employee Rights and Benefits**, to schedule meetings lasting at least thirty (30) minutes but no more than one hundred twenty (120) minutes with new employees on paid work time with at least twenty-four (24) hour notice to the new employee's supervisor. These meetings shall be attended by a minimum of one (1) designated representative during paid work time with no less than twenty-four (24) hour notice to the designated representative's supervisor(s). The meeting will take place at the new employee's worksite location unless a different location is agreed upon by the new employee and designated representative(s). No prior notice to the District office regarding the meeting is required. Meeting locations must be approved through established building processes. All employees attending the meeting (the designated representative(s) and the new employee) will have up to one hundred twenty (120) minutes of paid work time in which to meet so that they can discuss OSEA-related topics without any loss in compensation or benefits.

In addition, all bargaining unit employees who are not members of the Union shall, once per school year, upon request to a designated Union representative and notification to their supervisor, be permitted to meet with the designated representative during regular work hours without loss of compensation or benefits to any employee for up to thirty (30) minutes.

The District and Union agree to the provisions of HB 2016 and the Union will notify the District when it exercises these provisions.

6. **The Board agrees that the Union has a right to demand bargaining under ORS.243.698 over the effects of any decision that changes or alters the terms and conditions of employment. In the event an agreement is not reached following the bargaining process, the parties may mutually agree to binding expedited arbitration or, in the alternative, take whatever legal actions under PECBA deemed appropriate by each party. The District agrees that all conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of the agreement.**

F. New and Current Employee Notification

If the information is available in the District's records, the District will provide reports indicating the list titles below to the Union chapter president and the OSEA State Office in an editable digital file format agreed to by the Union and District. Such reports will be produced ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) days for current employees in the bargaining unit. Additionally, the new hire email alerts from the payroll/HR system will generate for the Union:

- a. Name of employee
- b. Job classification
- c. Annual salary

- d. FTE
- e. Worksite
- f. Hire date
- g. Contact information including:
 - i. Cellular, home and work telephone numbers
 - ii. Personal and work email addresses
 - iii. Home and personal mailing address

G. Employee Development

When the District requests or requires an employee to attend classes or workshops during the employee's assigned work shift, the District will continue to pay the employee as if **they he/she** had worked during that time and pay for that class or workshop from funds other than employee self-improvement funds.

The District agrees to set aside **\$3000 \$5000** per year for self-improvement of classified employees. The purpose of the money is for non-required **D**istrict job-related training courses, **D**istrict job-related workshops, district job-related college courses or other course work that provides skills and/or training beneficial to the District. Use of such money is on a first-come, first-served basis and reimbursement shall be limited to **\$300 \$500** per employee per year. All training courses, workshops or college courses that are considered for reimbursement shall be submitted for approval on the proper form prior to enrollment to the building principal and superintendent. College course work will only be reimbursed when evidence of successful completion of an approved course is submitted to the **D**istrict office. If there are unspent funds on June 1st, the remaining dollars will be evenly distributed among any classified employees who have submitted an additional request for reimbursement up to the cost of the job-related training, not to exceed **\$300 \$500**/employee. The additional request and the appropriate documentation must be submitted by June 1.

Upon request the District will provide a monthly statement to the **association Union chapter** president with a list of those employees utilizing this fund, including costs and courses taken **and total amount of funds used each school year**.

- H.** The District agrees that any **D**istrict or building committee established for the express purpose of satisfying legal requirements which includes classified representation shall be appointed by the Union.

Article 5 - Salaries

- A. PERS Pickup: The District shall "pick up," assume and pay a **six percent (6%)** employee contribution to the Public Employees Retirement System for bargaining unit members that participate in the Public Employees Retirement System **(PERS)**.

For all employees, any remaining vacation days left at the end of the school year can be cashed out or put into a **tax-sheltered annuity** (TSA) or any portion/combination of both as directed by the employee. The TSA will follow all regulations as laid out by law. The **D**istrict shall help the employee access the procedures necessary to setup their TSA account once the **D**istrict has been contacted by the employee. (Paragraph repeated in Article 8.)

- B. The salary schedule for classified employees is listed in Appendix A.

- C. ~~For 2020—2021 the 2019—2020 salary schedule will be increased by 1%. Step 8 will be moved to a combined Step 8/9. Step 10 shall be added and shall be 1.5% above step 8/9 at each range. A step increase is granted for those who are eligible.~~

~~For 2021—2022 the 2020—2021 salary schedule steps 3-9 will be increased by 2%. Step 10 shall be 2.0% above step 8/9 at each range. A step increase is granted for those who are eligible.~~

~~Step 1 and Step 2 on the salary schedule have been eliminated.~~

For 2022 the steps shall be renumbered to steps 1-7.

Any employee that has completed step 7 on the scale shall receive a 5% step increase annually.

For 2022 each classified employee shall receive a \$5.00 raise on July 1st.

- D. Longevity Stipend - A continuous employment longevity stipend of ~~three~~ **seven-hundred and fifty** dollars ~~(\$300)~~ **(\$750)** will be paid on November 25, for employees who have completed ten through fourteen (10 -14) years, **One-thousand** dollars ~~(\$300)~~ **(\$1,000)** ~~four hundred~~ for employees who have completed **fifteen through nineteen (15 -19) years,** **One-thousand and two-hundred and fifty** dollars ~~(\$400)~~ **(\$1,250)** for employees who have completed **twenty through twenty four (20 - 24) years,** and ~~five hundred~~ **one-thousand and five-hundred** dollars ~~(\$500)~~ **(\$1,500)** for employees that have completed **twenty five (25) years** and every year thereafter regardless of the number of hours worked each day. **Any employee that has hit their anniversary date but leaves employment before November 25 shall receive their bonus on their last check.** Continuous ~~e~~employment shall mean unbroken service from last date of hire. In cases where there has been an approved period of unpaid leave or layoff, the employee will receive credit for service before and after the break, but not during the break in calculating eligibility for longevity pay.

- E. Employees shall be placed on the salary schedule according to education, training and experience.

Initial placement on the salary schedule will be reviewed and a consensus reached on the initial placement by the ~~D~~istrict and three (3) ~~association~~ Union chapter members appointed by the Union. **The OSEA Field Representative can be present for these meetings.** When time constraints limit the options for meeting with three (3) ~~association~~ Union chapter members, the District will meet with at least one (1) ~~association~~ Union chapter member, appointed by the ~~association~~ Union **and the OSEA Field Representative** to reach consensus on initial placement.

- F. When the District determines the need for a new position that is not listed on the salary schedule, the District will make a recommendation for placement on the salary schedule to the ~~association~~ Union chapter president. That placement will ~~be based on positions of similar type within the current collective bargaining agreement (CBA). If there are no positions of a similar type within the current CBA, use~~ comparables from other districts will be used to inform placement on the salary schedule. The District and the Union will **then** meet and come to an agreement on the salary schedule placement **in accordance with ORS 243.698.**

- G. Salary payment shall be made on the 25th day of each month. If the 25th of the month falls on a Saturday, Sunday or holiday, salary payment shall be available at the ~~D~~istrict office at 7:30 a.m. on the first ~~D~~istrict office working day that immediately precedes the weekend or holiday.

H. Pay Methodology

1. Twelve (12) month employees: One-twelfth (1/12th) of the yearly wage plus any accrued overtime will be paid each month.
2. Ten (10) month employees will be paid one-twelfth (1/12) of the ten (10) month wage plus any accrued overtime each month. These employees shall receive their final two (2) equalized payments following the June payroll and before June 30 each year. ~~This will begin with the 2021—2022 fiscal year.~~

- I. A ~~s~~Summary sheet will be included with each paycheck with available **sick hours,** medical leave hours, vacation hours, compensatory hours, and miscellaneous leave hours posted. The Union understands that leave balance and activities on the report will be one **(1)** month in arrears.

- J. If an employee separates from employment with Dallas School District by resignation, retirement or other separation that is mutually agreed upon between the employee and ~~DSD~~ the District with an effective date during the month of June, the final paycheck will be issued with the normal June payroll. This procedure will be followed when the notification date allows for the timely processing of the final paycheck with the normal

payroll.

During the month of June, if the notification date of separation from employment does not allow for the processing of the final paycheck with the normal payroll, the final paycheck will be issued on or before the final **DSD District** Business Office working day of the month.

- K. Employees in positions whose job descriptions list translation service as a marginal duty; or for employees who have do not have translation listed as an essential or marginal duty shall receive a stipend of **five percent (5%)** when performing those duties in fifteen (15) minute increments.
- L. The **D**istrict will identify employees that are required to maintain phone communication options with their supervisors. Those employees shall receive a **one hundred (\$100) one hundred-fifty (\$150)** a month phone stipend to maintain a smart phone.
- M. Whenever classified staff are enlisted to work in a designated space for students with symptoms during the COVID-19 or other pandemic as identified by the CDC and OHA they shall document the time spent in this capacity. The time recorded would begin when called to that duty, and end thirty (30) minutes following the release of the last student or staff in the observation room or when the staff is released from that duty, whichever comes first. The time recorded should be rounded up to the nearest thirty (30) minute increment. Staff working in this capacity will be paid an additional **five dollar (\$5.00)** an hour over their regular rate of pay.
- N. The District shall match an employee's monthly contribution of up to a one-hundred and fifty (\$150) a monthly in a 403b of the employees choosing.**

Article 6 - Insurance and Fringe Benefits

- A. ~~For those~~ **For all** employees hired ~~prior to July 1, 1998,~~ the District shall provide hospital-medical-surgical, dental and vision care benefits for all employees working four (4) hours or more per day on a regularly scheduled basis and for such employees' eligible dependents.

~~For those employees hired after July 1, 1998, the District shall provide hospital-medical-surgical, dental and vision care benefits for all employees working six (6) hours or more per day on a regularly scheduled basis and for such employees' eligible dependents.~~

~~The District DSD will commit to the formation of a committee of a four (4) Union member classified group of employees appointed by the Union chapter president and a four (4) person group appointed by the District DSD management to review current health insurance availability language in the CBA. The goal of this committee would be to present to the District DSD and Union chapter II leadership a summary of the issues and costs involved with providing insurance to less than six (6) hour employees. These issues include, but are not limited to, hours worked for full cap, hours worked for partial cap, tiered vs. composite rates, insurance pooling, and plan selection. This committee would meet for the first time within thirty (30) calendar days of the ratification and board approval of the CBA containing this language. The committee would be directed to provide their findings by January 22, 2022.~~

- B. Benefits shall become effective for all new eligible employees on the first (1st) of the month following the start of employment if employment begins between the first (1st) and fifteenth (15th) of the month. Insurance shall become effective the first (1st) of the second (2nd) month following the start of employment if employment begins between the 16th and the end of the month.
- C. Benefits shall be provided during summer months for eligible employees working less than twelve (12) months providing the employee is being continued in employment and the employee files an intent to return to employment in the fall as per the **ten (10)** day notice, delivered in May or June, from the District Office. Those employees filing an intent to return, who fail to return, shall reimburse the District for all insurance premiums and opt-out payments paid by the District for the months of July, August and September.

For all employees who are expected to return to school in the fall, insurance benefits shall continue to be paid through the summer months. Pre-payment of insurance premiums for summer months will be accomplished via payroll deductions from the-September 25 – June 25 pay-checks. The amount deducted will be sufficient to cover insurance costs through the months during which the employee is not scheduled to work.

For employees working twelve (12) months per year the District will deduct the difference between the actual monthly insurance cost and the District insurance contribution on a monthly basis.

- D.** The District will not set limits on plan selection. The plans offered will be governed by the Union within the parameters established by OEBB. The District agrees to provide family medical, dental and vision insurance coverage subject to the terms set forth below:
1. Effective October 1 of the ~~2020 – 2021~~ **2022 – 2023** school year, the District shall pay up to ~~\$1350~~ **\$1500** per eligible employee per month on a composite rate for medical, dental (including orthodontia) and vision insurance.
 - ~~2. Effective October 1 of the second year of the agreement, the District shall pay up to \$1400 per eligible employee per month on a composite rate for medical, dental (including orthodontia) and vision insurance.~~
 3. If during the life of this **A**greement OEBB implements a change in employee coverage from composite rates to tiered rates or the Union selects the tiered rate option for its members, negotiations shall be reopened to address issues related to this exclusively.
 4. In the event the composite rate premium for health benefits is greater than the dollar amount provided in this Agreement the Union may elect to reduce coverage or select different coverage options to contain costs **or negotiations shall be reopened to address issues related to this exclusively in accordance with ORS243.698.**
- F.** In the event the amount paid by the District for the purchase of health insurance for each eligible employee is less than the actual cost of insurance, then each affected employee shall pay the difference through payroll deduction.
- G.** Employees may participate in a tax-sheltered Section 125 Payroll Deduction Program. Any difference between the actual cost of the insurance and the District's insurance contribution may be deducted from each employee's salary through this program.
- H.** For any unpaid leave of absence that does not provide for continuing insurance payments by the **D**istrict of ~~sixteen (16)~~ **thirty (30)** days or more, the employee shall be responsible for the daily cost of the District's insurance contribution. **Approved Family and Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA)**, or other applicable laws, coverage insures continuation of the ~~school~~ **D**istrict's contribution towards insurance.

Insurance – Health Savings Account (HSA)

Employees who receive the full cap and select a plan from the composite rate:

When an employee selects a **Health Savings Account HSA** insurance plan from the plans available to that employee, the **D**istrict shall deposit the difference, if any, between the cost of the total insurance plan selection (medical, vision, dental, etc.) and the negotiated

insurance cap for that employee group, or **one two** hundred ~~(\$100)~~ **(\$200)** - whichever is greater, into the employee's HSA on a monthly basis. This option is only available to employees who select insurance from the composite rate and receive the full cap.

Article 7 – Closures

Emergency Closures

- A. On the first ~~and second~~ **ten** days that a school is closed due to an emergency closure, classified employees shall be paid their normal wages and shall not be required to report except as provided in this article. ~~Beginning the second year of this agreement, the third day of emergency closure will also be paid.~~ The ~~D~~istrict may choose to make-up emergency closure days. If it does, these days will be made up without pay.
- B. Those employees required to report to work prior to a school closure ~~must be furnished with adequate work to earn at least one half (1/2) of the employee's regular shift and will be paid a full days pay. If work is not furnished~~ and the employee is released to go home early, the employee must be paid wages for ~~one half (1/2) of the~~ regular work shift.
- C. The ~~D~~istrict shall identify those employees required to work on a closure day. Those employees shall be paid their regular rate for all hours worked and a full days pay ~~shall be paid on any make-up day.~~ **This will result in said employee making double time for actual hours worked and their normal rate of pay for all other hours not worked up to their normal daily amount.**
- D. Any paid leave used by an employee on a day that is declared an emergency closure day will not be deducted from or will be credited back to the employee's leave accounts.
- E. **If school is delayed due to the above-mentioned reasons, classified employees will be paid for those hours with no loss of pay. Missed hours may be rescheduled at the discretion of the Board without payment of additional salary.**

Article 8 - Vacation

Eligible employees shall be granted vacation benefits as shown in the following schedule and within the stated conditions (based on start date):

| Calendar | Annual Term | Years 1-5 | Years 6-9 | Years 10-14 | Years 15-19 and more | Years 20 and more |
|----------|--------------|-----------|-----------|-------------|----------------------|-------------------|
| A | 235-260 days | 15 days | 17 days | 19 days | 20 days | 25 days |
| B | 210-234 days | 9 days | 11 days | 14 days | 18 days | 21 days |
| C | 200-209 days | 9 days | 11 days | 13 days | 17 days | 20 days |
| D | 190-199 days | 8 days | 10 days | 12 days | 16 days | 19 days |
| E | 176-189 days | 7 days | 9 days | 11 days | 14 days | 17 days |

| Calendar | Annual Term | Years 1-5 | Years 6-9 | Years 10-14 | Years 15 and more |
|----------|--------------|-----------|-----------|-------------|-------------------|
| A | 235-260 days | 15 days | 17 days | 19 days | 20 days |
| B | 210-234 days | 9 days | 11 days | 14 days | 18 days |
| C | 200-209 days | 9 days | 11 days | 13 days | 17 days |
| D | 190-199 days | 8 days | 10 days | 12 days | 16 days |
| E | 176-189 days | 7 days | 9 days | 11 days | 14 days |

1. ~~The above schedule only applies to employees working six (6) hours a day or more.~~
2. The schedule shall be prorated for employees working less than a full annual term of employment due to working less than a full calendar year for that position. Employees that resign from the district prior to the end of their working calendar shall have the value of used but unearned vacation withheld from their final check.
3. ~~Beginning with year two (2) of this Agreement the above schedule shall apply to all employees. Sections 1 and 6 shall be struck from this CBA.~~
4. Employees shall prearrange their vacation with the approval of the building administrator or designee.
5. Employees shall take vacation at times when school is not in session, or as mutually agreed with the building administrator or designee.
6. ~~All bargaining unit employees not covered by the above schedule shall receive five (5) days paid vacation.~~
7. The District will provide classified employees a calendar of work days each year on or before August 1st.
8. Employees working twelve (12) months will be allowed to carry over up to ten (10) vacation days into the next fiscal year.

9. **Employees working less than twelve (12) months will be allowed to carry over up to five (5) vacation days into the next fiscal year.**

10. For all employees, any remaining vacation days left at the end of the school year can be cashed out or put into a tax sheltered annuity (TSA) or any portion/combination of both as directed by the employee. The TSA will follow all regulations as laid out by law. The District shall help the employee access the procedures necessary to setup their TSA account once the District has been contacted by the employee. (Paragraph repeated in Article 5.)

Article 9 - Holidays

- A. When holidays occur on a regular workday, time off with full pay (based upon the employee's normal daily pay) shall be granted. When holidays occur on Saturday, the Friday preceding shall be a holiday. When holidays occur on Sunday, the Monday following shall be a holiday.
- B. Paid Holidays:
1. Labor Day (if the day following is a work day)
 2. **Indigenous Peoples Day**
 3. Veterans' Day
 4. Thanksgiving Day and the day following
 5. Two (2) days of the employee's choosing during the December holiday vacation period.
 6. **New Year's Eve**
 7. New Year's Day
 8. Martin Luther King Jr. Day
 9. **Presidents Day**
 10. Memorial Day
 11. **Juneteenth (June 19)**
 12. Independence Day (if part of the regular work schedule)
- C. Any additional holidays with pay established by the Board, or granted to other classes of employees in the District, shall be granted with pay to all employees in the bargaining unit.
- D. ~~Employees working a calendar other than a traditional school calendar shall have paid holidays based on the working calendar for that position.~~

Any employee working through Juneteenth or the 4th of July shall have holiday pay for those days.

Article 10 - Leave

A. Medical Leave/Family Leave

Each employee shall accrue ten (10) days medical leave each school year, or one (1) day per month employed, whichever is greater.

For purposes of Section A of this article a family member is defined as the employee's spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, step-parent, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, or foster child, **niece/nephew**, or stepchild of an employee **and any other person covered under state or federal laws**.

1. Medical leave benefits are available to the employee for:

- Employees medical condition
- Family members serious medical condition
- Child requiring home care
- Pregnancy (including prenatal care, childbirth, and recovery)
- Care of a newborn child
- Placement/adoption of child or adult dependent
- Other use as defined by Oregon Sick Time Law

Medical leave may be used without loss of pay, up to the total days accumulated. Use of this benefit must be in accordance with the law and this contract.

2. Medical leave shall be credited to the employee on July 1 each year or upon the date of employment if later than July 1 and such unused medical leave shall accumulate without limit.
3. In the event an employee requests medical leave benefits in excess of five (5) consecutive working days, the District may require verification from the employee's physician that illness or injury prevents the employee from working.
4. Requests for use of medical leave shall be made to the building administrator or designee and shall be signed by this person.
5. In all cases where medical leave is used, the employee shall verify on a standard form the absence from duty.
6. New employees who have worked for another Oregon school district may transfer accumulated medical leave when verified by the previous employer and as authorized by state law.

7. Employees also have rights under the Oregon Family Leave Act (OFLA) and the Federal Family Medical Leave Act (FMLA).

B. Medical Leave Bank

1. All classified staff employees who are not members of the Medical Leave Insurance Bank will be automatically enrolled on September 30, with a donation of two (2) days of sick leave. If the staff member does not have two (2) days as of September 30, membership will not occur. Staff can reject membership by notifying the District office in writing with a signature prior to September 30.

Classified staff hired after September 30 may join the Medical Leave Bank with a donation of two (2) days of sick leave. Notice must be given to the District office in writing within ten (10) days of the start date. This donation will qualify the staff member for the first year of membership regardless of the hire date.

2. Only those who have contributed days to the bank may apply for days from the bank.
3. Members of the bank may apply for time from the bank for their own personal illness only after they have exhausted their own medical leave. Time granted to a bank member shall be equivalent to the daily assigned work hours of the member of each day of benefit approved. Employees receiving time loss benefits through disability insurance are ineligible to receive time from the bank in excess of their current wage.
4. When a member applies for time, in writing, he/she they must furnish certification from two (2) different a doctors that the illness or injury is of a serious emergency nature which prevents him/her them from performing assigned duties and medical treatment cannot be delayed until the next vacation period or the following summer. Medical leave bank hours are to be used exclusively for the treatment of the illness or injury described by the doctors in this section.
5. The maximum time a member can draw would be ten (10) days during any one (1) contract year after one (1) year of membership in the bank; twenty (20) days after two (2) years; thirty (30) days after three (3) years; and the maximum time a member can draw would be forty (40) days during any one (1) contract year after four (4) years of membership in the bank. Members may receive time from the bank for intermittent days missed from work in any given year for a prescribed medical treatment. Following any use of the medical leave bank, the member must rejoin the bank according to this article with benefits to accrue at the rate described above.
6. In the event an employee has exhausted all personal medical leave and their allotted Medical Leave Insurance Bank hours, the Union can, with permission of the employee or their family representative, request a voluntary donation of

medical leave hours from its members. A maximum of two (2) days, based on the donating employees contracted hours, per employee may be transferred per request. Employees wishing to donate must carry a medical leave balance of at least ~~four hundred (400)~~ **fifty (50)** hours. Total donations will be capped at ~~ten (10)~~ **thirty (30)** days, based on the recipients contracted hours, per request. Only one (1) request per employee, per year, may be made. The Union will present to the business office a list of staff donating hours, the hours to be donated and the staff member receiving the donation. Donated leave hours are to be used exclusively for the treatment of the illness or injury described by the doctors in section 4.

7. Time from the bank may be considered for disability of the employee as a result of pregnancy.
8. Administrative procedures and forms will be provided by the District.
9. The classified employees' medical leave days contributed to the bank are irrevocable. **Upon request, Annually,** the district shall furnish the Union with the number of days currently in the bank. The Union shall determine when the bank is depleted to the point that reenrollment of all members is required.

C. Bereavement Leave

An employee shall be granted a maximum of five (5) working days' absence with full pay for the death of a family member as defined in this section. ~~Depending upon the circumstances the number of days granted within the maximum shall be determined by the building administrator or designee. Under extenuating circumstances, additional working days of absence may be granted by the superintendent.~~ For circumstances not defined in this section, a request for bereavement leave may be made to the superintendent. Family members include the employee's: mother, father, stepmother, stepfather, spouse, domestic partner, child, foster child, stepchild, grandmother, grandfather, grandchild, brother, sister, spouse's mother, father, sister or brother, or any relative or individual who is under guardianship or conservatorship and who is a resident responsibility of the employee. Additional leave ~~may be~~ **of five (5) unpaid days are** available under OFLA. **Total leave that can be used per death is ten (10) days (five (5) with pay and five (5) without).**

D. Miscellaneous Leave

An employee may be granted a total of ~~three (3)~~ **five (5)** days miscellaneous leave per year with pay. **Two** unused days ~~do not~~ **may** carry over.

A request for miscellaneous leave shall be made in writing to the employee's building administrator or designee at least twenty-four (24) hours prior to the time the employee is asking to take the leave. Leave will be granted at the discretion of the building administrator or designee. Leave will not be denied without reason.

Miscellaneous leave may be taken on non-work days between the start and end date of an employee's working calendar.

For all employees, any remaining miscellaneous leave left at the end of the school year can be cashed out or put into a tax sheltered annuity (TSA) or any portion/combination of both as directed by the employee. The TSA will follow all regulations as laid out by law. The District shall help the employee access the procedures necessary to setup their TSA account once the District has been contacted by the employee.

E. Leave Without Pay

1. Employees shall be eligible for a leave of absence after two (2) years of service with the District. The superintendent can waive the two (2) year requirement. An employee may be granted a leave of absence without pay for up to two (2) weeks at the discretion of the superintendent or designee. Leaves of greater duration must be approved by the Board.
2. A leave of absence may be granted for the remainder of a school year or an entire school year. It shall be the employee's responsibility to understand any potential impact to his/her their PERS retirement and to keep the District informed of his/her their current address. The employee must notify the District in writing of his/her their intent to return from leave by March 15. The District, at its sole discretion, may waive the deadline.
3. Employees will be returned to formerly held positions for leaves of two (2) weeks or less. Upon return from leaves longer than two (2) weeks, an employee will be offered a position for which he/she they is are qualified in his/her their classification. Granting a leave for more than two (2) weeks does not guarantee a return to the same position or same number of hours, however, monthly insurance eligibility will not be affected.
4. An employee may be granted an unpaid leave of absence for religious holidays in order to maintain a tenet of faith.

F. Jury Duty/Legal Leave

Classified employees who are called for jury duty shall be excused with pay for such service. The employee shall waive the juror fees. The employee shall retain all mileage and expense money.

If an employee is required by the District to attend a legal proceeding, connected with the employee's employment with the District, such attendance shall be with pay. If an employee is subpoenaed to appear in a legal proceeding related to the employee's position, such appearance shall be with no loss of compensation.

G. Non Student Contact Days

Employees have the right to work as per the days on their working calendar. If an employee requests a non-student contact day off and comes to a mutual agreement with the building administrator or designee, the following options may be used: vacation, miscellaneous or non-paid days. These must be prearranged at least twenty-four (24) hours prior to the absence.

Article 11 – Vacancies/Opening

- A. Classified employees will be notified of openings in the District by posting of such notice for seven (7) working days. Notice of openings for bargaining unit positions shall be posted as a job opening in all school buildings, online, at the District Office, and via email.
- A. An **opening** vacancy is **when** a classified assignment **is** created. **A vacancy is** when a current staff member leaves or when the District creates a new classified assignment. An opening is an available position for which applications are taken inside and/or outside the District. Notice of **all** openings/**vacancies** for bargaining unit positions shall be posted **for ten (10) working days** as a job opening in all school buildings, online, at the District Office, and **sent** via email. The Union **chapter pPresident** shall be sent an email copy of any **open/new** job one **(1)** work day before it is posted to review.
- B. An employee may apply for an opening/**vacancy** by following the directions on the job posting.
- C. The District shall interview each in-district applicant who meets the qualifications set out in the job posting. Upon request, any District employee who was interviewed and not selected may request a meeting with the hiring administrator for a consultation about steps they might take to become more competitive for future **vacancies jobs within fifteen (15) working days of notification**. They can bring a Union **R** representative to this meeting if they wish to.
- D. **If a classified staff member is interested in All summer employment opportunities shall be handled as stated in A above.**, a letter must be submitted to the superintendent's office by May 1st each year. The letter must state the type of position they are interested in and any skills beyond their current job the employee has that would make them qualified for a position.
- E. When feasible, position openings due to a regular employee's absence will first be offered to employees in the classification group and preferably at the job site before filling such position with a substitute. This is not an absolute guarantee that it will happen in all cases of position openings. A current bargaining unit member who substitutes for an entire shift in a higher classification will be paid at their current step in the higher classification.

Article 12 - Layoff/Recall

A. Definitions

1. District Seniority - The total length of service as a regular classified employee, not temporary or substitute, in the District since the last date of hire. Approved leaves of absence shall not be considered breaks in service with the District.
2. Classification - A listing of job classifications that are functionally related to one another in such a way that duties, responsibilities and qualifications within the classification category permit incumbents to transfer skills and experiences from one job within the classification category to another. The classifications are:
 - a. Office
 - b. Maintenance
 - c. Educational Assistants
 - d. Food Service
 - e. Technology
3. Layoff - Any reduction in hours sufficient to result in a diminishment in the District's monthly insurance contribution, the loss of two and one half (2.5) or more hours of employment per day or the loss of employment.

B. Notice of Layoff

If the District determines the need for a reduction in its work force, written notice of not less than ~~two (2)~~ **four (4)** weeks shall be provided to employees to be laid off. While the District reserves the right to determine positions to be eliminated, layoffs within each affected job classification shall be determined by the District as follows:

- Employees shall be laid off within each affected job classification according to **D**istrict seniority except in the case of operational needs for special occupational skills. However, where two (2) or more employees in the affected job classification are equal in skill levels to be utilized in the remaining position, an employee's unbroken length of service with the District shall apply. No permanent employee will be laid off within a job classification until all probationary and temporary employees in the classification have been terminated.
- Prior to layoff or reduction of hours, a committee appointed by **association Union chapter** officers shall meet with district representatives and attempt to reach mutual agreement on layoff, reduction and recall. The Union will have three (3) to five (5) members on the committee and **their OSEA Field Representative**, the District reserves the right to determine positions for elimination and final layoff decisions if the committee cannot reach consensus.

C. Bumping Rights

The committee will develop the bumping process, and within the process no more than two (2) bumps will be allowed. The committee will first transfer employees affected by their positions being eliminated into the same position of any employee who has less seniority.

The committee will then determine which positions within a classification bumping rights will be allowed based on the skills necessary for each position within a classification. If an affected employee has no bumping rights within a classification, they may bump into a position they have previously held for six (6) months or more. The committee will determine employees eligible to bump within their classification.

When determining the bumping process, every effort will be made to place the most senior employees. Employee's skills will be taken into consideration in the bumping process.

Once the committee has determined employee transfers and layoff, all affected employees will be notified. If an employee does not want the assigned position, he/she they must decide within ~~five (5)~~ **ten (10)** days whether or not they will accept the new position. If the employee declines the new position, they will be placed on the recall list for twenty-seven (27) months.

D. Recall

Recall will be by position classification in which the employee formerly worked in the District, and providing the employee is capable of satisfactorily performing the duties of the open position. Employees with the greatest seniority will be recalled first. The District will work cooperatively with the Union to determine employees to recall.

E. Recall Limit/Procedure

An employee who is laid off will remain on the layoff list and be eligible for recall for twenty-seven (27) months. No new employee shall be hired into a classification where employees are still on a recall list and a recall would restore an employee to his/her their pre-layoff hours or benefit status.

In the event of a recall, the District shall notify laid-off employees of a position opening by certified mail, return receipt requested, sent to the employee's last address on record. The person being recalled must inform the District of his/her their intent to return to employment within ten (10) **work** days of the date of mailing the recall notice to indicate his/her their acceptance or rejection of the position and an additional ten (10) days in which to begin active employment. Failure to accept the recall as per the above guidelines will be treated as a voluntary resignation provided the position being offered would either result in restoration of the employee's former monthly District insurance contribution or would restore the employees work hours to within one (1) hour per day of

his/her their former work schedule. Employees who wish to waive all recall rights may do so. It shall be the employee's responsibility to keep the District informed of his/her their current correct address.

F. Benefits to Returning Employees

Employees returning from layoff shall have all previously accrued unused medical leave and seniority reinstated, but shall not accrue benefits for the period of layoff.

G. Reinstatement of Hours

When an employee has experienced a reduction in of one (1) or more hours per day, but the reduction does not constitute a layoff, consideration will be given to these employees when hours within the same job in the same building become available. Educational building needs will be the first consideration.

Article 13 - Discipline/Dismissal

- A. All newly hired employees shall serve a probationary period of ~~one hundred eighty (180) ninety (90) contract~~ **calendar** days. Irrespective of the provisions contained in this article, an employee may be dismissed at any time during said probationary period without recourse through this ~~Collective Bargaining Agreement~~ **CBA**. Probationary classified employees shall be evaluated at thirty (30); ~~and~~ **and** ninety (90); ~~and one hundred eighty (180) contract~~ days before being recommended for continuance of employment.

The District maintains the right to evaluate an employee's performance as it deems necessary. Employees of the District shall have the right to be evaluated upon their request. Evaluations shall be done by the employee's designated administrator/supervisory employee. Only ~~D~~istrict administrators/supervisory employees may do evaluations of ~~D~~istrict employees.

- B. No classified employee in the bargaining unit shall be dismissed, disciplined, reprimanded or reduced in rank or basic salary without just cause. All information forming the basis for disciplinary action will be made available to the employee and the Union at the employee's request. For the purposes of this bargaining agreement, disciplinary action is defined as a written reprimand, suspension without pay, withholding a step increment, and other disciplinary actions such as, but not limited to, dismissal.
- C. In the event an employee is disciplined the following procedure will be utilized:
1. The employee will be informed of the basis of the disciplinary action. The employee will also be informed of their right to representation at any meeting that is disciplinary in nature (including all steps in this section) and provided with contact information for the Union ~~chapter~~ president or designee.
 2. The employee will be given the opportunity to discuss the matter with ~~his/her~~ **their** designated administrator/supervisory employee.
 3. The employee may meet with the superintendent to discuss the matter.
- D. Comments criticizing an employee at a board meeting shall be deferred to executive session for further consideration.
- E. Dismissal because of unacceptable job performance will be initiated only after a review of the employee's job performance with their designated administrator/supervisory employee. The employee will be given a plan of assistance for improving performance and will be given a minimum of ten (10) working days in which to improve. If the employee has not improved within that period of time, the District may ~~dismiss the employee~~ **began progressive discipline that could lead to termination.**

- F. Dismissal of an employee requires approval by the superintendent, although such action may be at the recommendation of the designated administrator/supervisory employee.

Article 14 - Grievance Procedure

1. DEFINITIONS-Definitions

A. Grievance

A "grievance" is defined as a contention or claim by a classified employee, group, **the Union** or class of employees, based upon an interpretation, application or alleged violation of this agreement, board policy, or administrative rule, only if the disagreement cannot first be resolved by discussion with the building administrator or designee involved.

~~Allegations of violations of written Board policies or written administrative rules may be grieved to the Board, at Level Three. The decision of the Board may not be appealed to arbitration or to the Employment Relations Board.~~

B. Grievant

A "grievant" is a classified employee, group, **the Union**, or class of employees who/which initiates a grievance. A "class" grievance may be filed only where the alleged violation affects a clearly defined class, (i.e., all classified employees in the District, all classified employees in a school building, all classified employees in a department and/or grade level). Two (2) or more classified employees with like kind grievances may join together in filing a single grievance and, upon request of at least two (2) of these classified employees, the Union may file a group grievance on behalf of said classified employees.

~~Any classified employee, group, or class of employees, affected by a grievance may choose to have it adjusted (including the dismissal thereof) without the intervention of the Union, if:~~

~~1. — The adjustment is consistent with the terms of this agreement; and,~~

~~2. — An Union designee has been given an opportunity to be present at the adjustment meeting and has been given the opportunity to state its their views at each level of this procedure.~~

C. Party in Interest

"Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim **and the Union**.

D. Representative

- E. A "Representative" is an **Union Representative** individual who **may can** speak for and/or advise a party in interest.

F. Building Administrator

The "Building Administrator" is the administrator who has responsibility over the assignment in which the grievant is engaged at the time the alleged violation occurred.

G. Persons Officially Involved

"Persons Officially Involved" mean the parties of interest, and their representative(s). Parties in interest may have up to two (2) representatives. Additional representatives are allowed by written mutual agreement.

H. Day(s)

The term "Day(s)" when used in this article, except when otherwise indicated, shall mean the regular working day **the District is open** of the classified ~~employee based on his/her working calendar.~~

2. Purpose

The purpose of this grievance procedure is to secure, at the lowest possible level, solutions to the problems which may arise from time to time affecting classified employees under this agreement.

3. General Procedures

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.
- B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith efforts to shorten the number of days provided at the various steps in order to finish by the end of the school year, as defined by the employees working calendar, and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- C. All parties of interest have a right to representative(s) of their own choosing at each level of these grievance procedures.
- D. There shall be no reprisal by the District or the Union exerted on any classified

employee or persons officially involved choosing to use these procedures for resolution of grievances.

- E. Failure at any level of this procedure by the grievant 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 by the District to communicate the decision in writing on a grievance within the specified time limits shall be deemed a denial of the grievance at that level and permit the grievant to proceed to the next level.
- F. All documents, communications, and records of a grievance shall be filed in the school District office separately from the personnel files.
- G. In the course of investigating any grievance, representatives of either party shall conform to building policies relating to visiting or contacting schools, classified employees, or pupils. Every reasonable effort shall be made by all parties of interest to avoid interruption of classroom and/or any other school-sponsored activities. Also, every reasonable effort shall be made to avoid the involvement of students in the grievance procedure.
- H. Each grievance shall be initiated no more than ~~twenty (20)~~ **thirty (30)** days after the occurrence of the cause for the complaint, or ~~twenty (20)~~ **thirty (30)** days after the grievant may have reasonably known of the cause for the complaint. Any grievance not filed within this time line shall be deemed a voluntary waiver of rights by the grievant.
- I. Each party shall pay any and all cost incurred by said party.
- J. If the grievant chooses to pursue his/her their claim on a single issue through the court system, the ~~Employment Relations Board ERB~~ or other outside agency, the grievance procedure cannot be used and any decision rendered under this procedure will become null and void. Some parts of the grievance may remain appropriate under this article.
- K. The filing or pendency of any grievance under the provisions of this article shall in no way impede, delay, or interfere with the right of the building administrator, or designee or the Board to take action being challenged, subject, however, to the final decision of the grievance.

4. Levels

A. Level One

The grievant(s) may file a written grievance with his/her/their building administrator or designee. Written grievances as required herein shall:

1. — Be signed by the grievant(s);

2. Be specific;
3. Contain a synopsis of the facts giving rise to the alleged violation;
4. ~~Cite the section or subsections of this agreement alleged to have been violated and/or the policy or administrative rule alleged to have been violated;~~
5. Contain the date of the alleged violation;
6. Specify the relief requested.
7. At all levels, timelines may be altered by written mutual agreement **of the Union and the District.**

The building administrator or designee shall arrange a meeting to include the grievant(s), the building administrator or designee, and representative(s) as required by either party within five (5) days of receipt of the complaint. This Level One meeting shall provide the opportunity for the grievant(s) to explain to the building administrator or designee the grievant's position and for the building administrator or designee to ask clarifying questions. The building administrator or designee shall report the decision to the grievant in writing within five (5) days after the Level One meeting.

B. Level Two

If the grievance is not resolved with the written decision of the building administrator or designee at Level One, or if no decision has been rendered, the grievant(s) may file the grievance as a Level Two grievance in writing with the superintendent, or designee, not a party to the grievance, no later than ten (10) days from the receipt of the Level One decision.

The superintendent, or designee, shall arrange a meeting to include the grievant(s), the building administrator or designee, and representative(s) as required by either party within five (5) days of receipt Level Two grievance.

This Level Two meeting shall provide the opportunity for the grievant(s) to explain to the superintendent, or designee, the grievant's position and for the superintendent, or designee, to ask clarifying questions.

C. Level Three

If the grievance is not resolved with the written decision of the superintendent or designee at Level Two or if no decision has been rendered within ten (10) days after the Level Two meeting, the grievant may file the grievance in writing as a Level Three grievance with the superintendent not later than ~~five (5)~~ **ten (10)** days after receipt of the Level Two decision, requesting a hearing with the

Board. The Board shall provide for a Level Three hearing no later than fifteen (15) days following the superintendent's receipt of the Level Three grievance and shall provide written notice of the time and place of the Level Three hearing to the parties in interest no later than ~~five (5)~~ **ten (10)** days prior to the hearing.

The Board shall hear the presentation of the Level Three grievance.

D. Level Four

If the grievance is not resolved with the written decision, sent to all parties officially involved, of ~~The Board at Level Three,~~ or if no decision has been rendered within five (5) days after the Level Three hearing, the grievant(s) may within ~~five (5)~~ **ten (10)** days request in writing the Union submit the grievance to arbitration. The Union, by written notice to the superintendent within fifteen (15) days after receipt of the request, may submit the grievance to arbitration.

The Union shall request that the ~~Employment Relations Board~~ **ERB** submit to the Union and the superintendent a list of prospective arbitrators. As an alternative, the parties may mutually agree to request a list of prospective arbitrators from the American Arbitration Union.

Within ten (10) days from the receipt of the list the superintendent and a representative from the Union shall select an arbitrator in a manner prescribed by the agency issuing the list.

The arbitration hearing shall be conducted in accordance with the current rules of the ~~Employment Relations Board~~ **ERB**. The arbitrator shall not add to, subtract from, alter or modify the terms of this agreement. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusion on the issue submitted. The decision of the arbitrator shall be submitted to the Board and Union and shall be final and binding on the parties. The costs for the services of the arbitrator, including per diem expenses, if any, ~~and~~ travel and subsistence, and the cost of the hearing room shall be shared equally by both parties. All other costs shall be paid by the party incurring them.

Article 15 - Personnel Files

- A. The personnel files of employees in the bargaining unit shall be maintained in a central location. An employee's personnel file shall be made available for inspection within a reasonable time of ~~his/her~~ their request.
- B. Evaluations, written disciplinary actions or complaints may be placed in the file and/or used as a basis for any adverse action against the employee only if they have been previously shown to the employee. An employee shall have the right to attach a written statement to any evaluation, written disciplinary action or complaint placed in the file. **Any written disciplinary actions or complaints more than two (2) years old shall be expunged from the employees files.**
- C. ~~All documentation related to disciplinary action shall be considered a permanent part of an employee's personnel file and shall not be removed for any reason.~~ For the purposes of this bargaining agreement, disciplinary action is defined as a written reprimand, suspension with or without pay, withholding a step increment, and other disciplinary actions such as, but not limited to, dismissal.
- D. Employees shall have the right to initial and date all documents contained in their personnel file. An employee may add documents to ~~his/her~~ their personnel file relating to job performance, training or education.
- E. An employee may request copies of select pages. If possible, those copies will be made at the time of inspection. If the request is beyond the capacity to reasonably accommodate at the time of inspection the employee may request a certified copy of the personnel file. The certified copy will be made by the superintendent or designee and the employee will be charged, ~~as~~ per BOLI guidance, the cost reasonably calculated to recover the actual cost of providing the service. **Upon request, employees shall be given a copy of their files once per school year.**

Article 16 - Savings Clause

Should any provision of this agreement be declared null and void or held to be unenforceable by a court of law or other agency with appropriate jurisdiction, all other provisions of this agreement shall remain in full force and effect. The parties may meet to renegotiate such affected provision upon the request of either party; in accordance with ORS 243.702.

Bargaining shall be in accordance with ORS 243.698. If after ninety (90) days of expedited bargaining the parties fail to agree on this matter they may, upon mutual agreement, move the matter to arbitration, or the District may implement its proposal and/or the Union may strike.

Article 17 - Classified -Administrator Liaison

A. Building Liaison Committees

The building classified staff may elect a Building Liaison Committee for each school building. The OSEA building representative shall be a member of the Building Liaison Committee. The Building Liaison Committee shall meet with the building administrator during the school year at the written request of either party to discuss individual school problems and practices and to recommend the revision or development of building policies.

B. District Liaison Committee

There may be a District Liaison Committee, comprised of local chapter members. The District Liaison Committee shall meet with the superintendent at the written request of either party during the school year to review and discuss current school problems and practices and the administration of this agreement.

Article 18 – Change in Job Responsibilities/Reclassification

This article is not for the purpose of providing salary increases to employees. It is meant for use in making recommendations in cases where there is a true change in the current position description or duties that the person is performing. Any change in job title shall reflect the appropriate pay range for that position.

All requests must be processed through the superintendent's office in writing and a copy must be given to the employees building administrator on or before the first day in April. The employee must include his/her current position description, the description for the position he/she they proposes to be reclassified to and an explanation of why the employee believes his/her duties most nearly match the existing proposed position. The superintendent will activate the committee no later than the first day in May. The committee shall consist of three (3) administrators appointed by the superintendent and three (3) employees appointed by the Union. The committee shall consider all requests and forward its recommendation to the superintendent within five (5) days. Written results of the decision by the superintendent shall be provided to the employee within fifteen (15) days of receipt of the committee's recommendation. If assigned to a higher classification the salary increase will begin on date of approval. In all instances the superintendent's decision shall be final.

The District may bring recommendations to this committee on an as needed basis. The District may ask the committee to consider a change in job title when a person's job has changed significantly.

- 1. Should either the District or the Union desire to change the placement of any position on the salary schedule, because an employee or supervisor believes that the duties the employee is currently performing are more properly within a different existing job classification, the proposed change will be brought to the next monthly Labor Management meeting. A committee comprised of up to three (3) Union members and up to three (3) District representatives may be appointed by each side to study the issue.**
- 2. The Union and District representatives in the Labor Management meeting and/or committee meeting will consider the merits of the reclassification request based on whether the majority of the employee's currently assigned duties/time more accurately matches their current job description or the existing position proposed by the employee or District.**
- 3. The recommendation of the Labor Management team will be issued in writing to the Superintendent within ten (10) working days of the above referenced meeting. If there is no agreement, each side of the issue may make a recommendation to the Superintendent. The Superintendent will either approve or deny the recommendation and will issue a written decision within ten (10) working days of receipt of the recommendation. Approved reclassification will become effective on the date the Superintendent issues written approval, retroactive to the date the employee's request was made. Only the Superintendent's denial of a reclassification may be grieved pursuant to the grievance procedure contained in this Agreement; no decision of the**

committee is subject to the grievance procedure.

4. Any bargaining unit work removed from an employee through this process shall still be performed by bargaining unit members.

5. Employees that feel their placement or position on the wage scale is incorrect, not reflective of their experience, etc. may bring their concerns to this committee for resolution.

Article 19 - Hours of Work/Overtime

A. Hours of Work and Overtime

The regular work schedule for all employees will be no more than eight (8) hours per day or forty (40) hours per week. Overtime shall be those hours worked in excess of forty (40) hours (Sunday through Saturday). ~~Overtime is calculated based on hours actually worked.~~ Sick leave, vacation time, holidays, or other paid time during which the employee did not actually work is ~~not a~~ part of the overtime calculation. All overtime must be approved by the building administrator or designee. Upon request and with mutual agreement, the District may alter the work schedule. When working an altered work schedule, holiday pay shall be calculated based on the normal work schedule. Nothing in this article or any part of this agreement shall be construed as a guarantee of hours of work. The overtime rate shall be one and one-half (1½) times the employee's regular hourly rate.

B. Call Back

An employee shall be guaranteed pay for a minimum of one ~~quarter (¼)~~ **fifty percent 50%** (the number of hours of ~~his/her~~ **their** regular shift when the District calls the employee to work at a time other than the employee's regular shift.

C. Extra Duty Compensation

When a building administrator or designee asks an employee to work beyond their normally scheduled shift and the employee agrees, they will be compensated by one of the following methods: flex time (adjust your work shift) or paid at your regular hourly rate. If hours exceed forty (40) per week, overtime or **compensatory** time will be paid with prior administrative approval.

D. Compensatory Time

Employees may elect overtime pay if budgeted funds are available at the above said rate or compensatory time at one and one-half (1½) times the employee's regular hourly rate. Prior to overtime work, the employee and the building administrator or designee should determine if compensation is to be in the form of compensatory time or additional salary.

E. Accrual of Compensatory Time

The maximum accrual of compensatory time is **two hundred forty (240)** hours **(one hundred sixty (160))** hours of straight time) for hours worked. All hours worked in excess of these limits must be paid in cash at the employee's overtime rate. Compensatory time must be paid upon retirement or termination.

F. Use of Compensatory Time

If an employee of the District has accrued compensatory time and requires use of that time, the District will permit use of such time within a reasonable period after making the request if use of the compensatory time does not unduly disrupt the operations of the District. Compensatory time must be used within the fiscal year of accrual. Unused compensatory time will be paid out on the last paycheck of the fiscal year.

G. Rest Period

Employees shall receive a fifteen (15) minute rest period as close to the middle of each four (4) hour work period as possible. Such breaks shall be scheduled by the employee's building administrator or designee.

H. Meal Period

Employees working more than five (5) hours per day shall take a minimum one-half (½) hour non paid duty free ~~lunch meal~~ period as close to the middle of the work day as possible.

Employees working five (5) hours or less per day may schedule a non-paid duty free ~~lunch meal period~~ by mutual consent with their building administrator or designee.

As per BOLI wage and hour law, ordinarily, employees are required to be relieved of all duties during the meal period. Under exceptional circumstances, however, the law allows an employee to perform duties during a meal period. When that happens, the employer must pay the employee for the whole meal period. ~~The District and the employee, in this situation, will mutually agree to this condition on an annual basis.~~

Article 20 - Duration of Agreement

This Agreement shall be effective as of July 1, ~~2020~~ **2022**, following execution by the parties, and be binding upon the Board, the Union, and the members of the bargaining unit and shall remain in force until June 30, ~~2022~~ **2023**, at which time it shall expire in total. Negotiations of a successor agreement shall begin on or after **February 1, 2023**, at a mutually agreed-upon date. By mutual agreement of both the Union and the District, negotiations may begin prior to February 1. ~~This is the total agreement of the parties.; Neither party shall be obligated to bargain on any subject or matter covered by this agreement during the life of the agreement.~~

EXECUTION

Agreed to on **March 1, 2021** **2023**, at Dallas, Oregon, by the undersigned by the authority of and on behalf of Dallas School District No. 2 School Board and Dallas **OSEA** Chapter ~~No.~~ 34, of the Oregon School Employees Association (**OSEA**)/AFT Local 6732

FOR THE UNION

FOR THE DISTRICT

Chapter President: Kellie McGuire

Board Chair: Jon Woods

OSEA Field Representative: Hobe Williams

Superintendent: Andy Bellando

Negotiations Committee Member: Spencer Jones

Human Resources Director: Dennis Engle

Negotiations Committee Member: Gloria Lundin

Negotiations Committee Member: Kathy Harklerode

Negotiations Committee Member: Rich Slack

LETTER OF AGREEMENT

The Dallas School Board and the Superintendent are committed to maintaining the current retirement policies as they pertain to Classified Employee Retirement. The Board will not ask the Association for any modification of District Policies GDBF-A and GDBF-B for employees hired prior to June 30, 2004. This agreement shall continue until such time as all employees who are covered under the current policies have applied for benefits or are no longer working for the District.

Board Chair Robert J. Ottaway Date 5/10/04
Association President Lori Coad Date 5-10-04
Superintendent Dae C H Date 5/10/04

Letter of Agreement – Sodexo

LETTER OF AGREEMENT

Dallas School District No. 2 - Oregon School Employees Association

The parties agree to resolve the current bargaining dispute regarding contracting out of food service and groundskeeping work currently provided by bargaining unit members as follows:

1. Except as limited herein, the District shall have the right to contract out all food service and groundskeeping work performed by District employees.
2. The bargaining unit members listed below shall not have their regular work contracted out so long as they remain employed by the district. "Regular work" shall be defined as the herein named employees' assigned work and hours of work for the 1994-95 school year.

~~Anderson, Karen - Assistant Cook~~
~~Hoin, Janice - Assistant Cook~~
~~Koloen, Sharon - Assistant Cook~~
~~Mehl, Roberta - Cook manager~~
~~Parks, Georgia - Cook manager~~
~~Rowell, Sylvia - Assistant Cook~~
~~Sorensen, Anita - Assistant Cook~~
~~Travis, Barbara - Assistant Cook~~
~~Schmidt, Al - Groundskeeper~~

~~Ford, Darlene - Assistant Cook~~
~~Hise, Penny - Baker~~
~~Krocker, Verda - Cook Manager~~
~~Morris, Shirley - Assistant Cook~~
~~Rhodes, Tami - Assistant Cook / Van~~
~~Sheffield, Patricia - Assistant Cook~~
~~Southwick, Melody - Assistant Cook~~
~~Wall, Harvey - Van Driver~~

C.R.
6/13/07
J. Strader
6/20/07

M. Johnstone &
P. Mann
signature on file.
Dated
09/05/2018

3. Any member of the bargaining unit who transfers into any of the positions presently occupied by the incumbents listed in section 2 herein or who is assigned to any said position by the District shall be extended the same protections addressed in section 2 for as long as the bargaining unit member retains said position.
4. At such time as said named employees vacate their respective positions or in the event that new positions are created, the District shall have the unincumbered right to contract out such work.
5. With the execution of this Letter of Agreement, the parties do hereby agree to mutually withdraw from the scheduled Factfinding and the Association shall pay the Factfinder's cancellation fee, if any, to the Factfinder.

David J. Vore

For the District

5-11-95

Date

Dayla M. Gumbert

For the Association

5-15-95

Date

OL-O-A WPD
May 11, 1995

Appendix A – Salary Schedules