

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**David Douglas School District No. 40**

**and**

**Oregon School Employees Association Chapter 40**

**July 1, 2021 – June 30, 2025**

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## **Article 1 - Preamble**

This Agreement is entered into between the School Board on behalf of the David Douglas Public Schools, Multnomah County School District No. 40, herein referred to as the "Board" or the "District", and Chapter No. 40 of the Oregon School Employees Association, herein referred to as the "Chapter" or "Association" or "Union".

The intent of the agreement is to set forth and record herein the basic and full agreement between the parties on matters pertaining to wages, hours, and conditions of employment as set forth in Oregon Law for personnel included in this bargaining unit.

All references to employees in this agreement, regardless of the gender implied by the use of a pronoun, shall apply to all classified employees.

## Article 2 Unit Definition

A. The District recognizes Oregon School Employees Association and OSEA Chapter 40 as the exclusive employee representative as defined by Oregon law for all employees included in this bargaining unit.

Classified employees are subject to terms of the agreement. Employees not included in the bargaining unit are temporary assistants, substitute employees, temporary employees, seasonal employees and confidential and supervisory employees.

### B. Definitions

1. Temporary assistants - employees who are hired and assigned from time to time to nonrecurring assignments due to classroom enrollment or limited term grant funding. If the assignment continues one day more than 185 work days then the employee shall be considered a bargaining unit member.
2. Substitute employees - a substitute employee is defined as an employee replacing a classified employee who is absent and otherwise unable to work. Substitute employees will end their replacement assignments when the classified employee returns to work.
3. Temporary employees - employees hired for work not to exceed seventy-five (75) workdays between September 15 - June 15.
4. Seasonal employees are part time employees hired for temporary summer work. Permanent classified employees who are hired to do their regular work as seasonal temporary work; will retain all of their rights and their regular rate of pay as a member of the bargaining unit. (i.e.: 1. Bus drivers hired to drive summer routes would be paid as a driver. Bus drivers hired to clean buses would be paid at the seasonal cleaning rate. 2. Cooks hired to cook during the summer months would be paid as a cook. A cook hired as part of the kitchen cleaning crew would be paid at the seasonal cleaning rate.)
5. Temporary hours are additional hours granted to a regular classified employee to do their work on a temporary basis. Classified employees who are granted temporary hours in their classifications shall be paid their regular rate of pay for these additional hours.
6. The term "Professional Employees" includes only these specific positions, which have been agreed to be part of the classified bargaining unit. These positions are overtime exempt and fall under the wage and hour exemptions for Exempt Executives, Exempt Administrative Employees, or Professional Employees. "Professionals Employees" shall be placed on the professional/technical salary schedule as shown above. Inclusion of these positions in the classified bargaining unit is specific to these positions, and the

Union acknowledges that the positions of (Purchasing Supervisor, Confidential Admin Assistant Supt Office, Confidential Admin Assistant Business Director Office, HR Manager, HR Confidential Benefits Specialist, Operations Manager, Custodial Supervisor, Maintenance Supervisor, Supervising Electrician, Transportation Manager, Accounting Manager, Financial Analyst, Communication Specialist, Foods Service Manager, System Analyst Supervisor, Transportation Supervisor, Network Analyst Supervisor, Confidential Payroll Analyst) are not part of the classified bargaining unit. [\[Please see Memorandum of Understanding for Classified Exempt Employees with Appendix A\].](#)

1. Confidential employees are defined pursuant to [ORS 243.650 definition \(6\)](#)
2. Supervisory employees are defined pursuant to [ORS 243.650 definition \(23\)](#)

Excluding B-1 above, the District agrees that any employee hired into a temporary position and works one day more than the seventy-fifth (75th) workday of the assignment shall be considered as bargaining unit members.

### **Article 3 Rights**

The Board shall retain all rights, powers and authorities to control, direct and manage the affairs of the District in accordance with Oregon Law. The direction of the work forces is the sole right of the Board subject to the clear and express terms of this agreement.

## **Article 4 Chapter Rights**

The Chapter shall have the right to transact official Chapter business on School District property after the conclusion of the workday or at other reasonable times as determined by the building administrator provided it does not interfere or interrupt classes or other normal operations. School rooms or other meeting rooms shall be made available for Chapter use as reasonably requested, without charge, except the District may make a reasonable charge when special services are required. The Chapter will complete a [Building Use Form](#) when intending to use District facilities.

An Employee on swing or night shift may attend an evening meeting of the Chapter within their building with the approval of their supervisor. One Chapter representative from each building may attend a Chapter meeting in another building with approval of their supervisor. Such employees shall be obligated to make up the time either before or after the shift, unless the employee can attend the meeting during their lunch break.

The Chapter shall have the right to use school facilities and equipment at reasonable times when not otherwise in use. The Chapter shall pay the cost of materials, supplies and repairs incidental to such use. When using District equipment the Chapter agrees to follow all District policies, administrative regulations, state and federal law regarding its use.

The District's electronic mail system may be used by the union for union-related communications including, but not limited to, communications related to:

- (a) Collective bargaining
- (b) Grievance or other dispute investigations
- (c) Governance of the union.

The chapter recognizes that all electronic mail use is subject to District email polices and rights concerning use of its electronic mail, including the District's right to access and review communications sent over its system.

The Chapter shall have the right to the exclusive use of bulletin boards, provided and maintained by the District, in each of the buildings where classified employees work, for posting notices pertaining to them such as job openings and meetings.

The Chapter president shall regularly receive written agenda, minutes, and other public materials provided to members of the Board.

The District shall provide the Chapter President, the OSEA Field Representative and OSEA's Director of Fiscal Operations at: [Classified@osea.org](mailto:Classified@osea.org) with an editable

Excel spreadsheet containing the following information for each employee in the bargaining unit:

- a. The employee's name and date of hire;
- b. Contact information including:
  1. Cellular, home and work telephone numbers if available;
  2. Personal and work electronic mail addresses; and
  3. Home or personal mailing address; and
- c. Employment information including the employee's job title, salary and worksite location.

The District shall provide the information within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

### **Employee Orientations**

At employee orientations, the District shall provide the union with no less than thirty (30) minutes and up to sixty (60) minutes to make a presentation to all bargaining unit employees without undue interference. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the union's presentation. When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the union may meet with the new employee in their work place, provided that the meeting does not interfere with the District's operations.

### **Paid Work Time to Perform Certain Union Activities**

For purposes of this Article, "designated representatives" shall include chapter executive board officers, building representatives and stewards. A non-employee OSEA Field Representative shall be permitted access to the District's facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives.

The District shall allow designated union representatives to engage in the following activities during work hours and at the District's facilities, without loss of compensation or benefits:

1. Investigate and process grievances and other workplace-related complaints;
2. Attend investigatory meetings, hearings, and other due process proceedings;



3. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
4. Engage in collective bargaining;
5. Attend employee relations council (ERC) meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;
6. Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.

The District shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above.

The District may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities listed above.

The District agrees to grant up to fifteen (15) days per fiscal year of paid released time for Chapter elected officers or delegates to attend conventions and conferences. Chapter officers may request time within the workday to attend local Chapter meetings. Such attendance will be deducted from the fifteen (15) days above. The District reserves the right to approve any release time. The Association will provide the Superintendent/director of personnel with a plan specifying the persons and dates authorized to use this time.

OSEA Time Release Leave: Upon a request from the Union's Executive Director or their designee and subject to the operating needs of the District, the Superintendent or their designee may approve OSEA Time Release for designated bargaining unit members. An employee on District and OSEA approved OSEA Time Release Leave shall suffer no loss in wages, benefits, or other rights during the duration of such leave and the costs of the employee's wages and benefits during the duration of such leave shall be reimbursed to the District by the Union within thirty (30) days of receipt of a District billing for such costs. A request for such leave shall include an estimate of the duration of such leave.

## **Article 5 Savings Clause**

If any provision of this agreement is held to be invalid by governmental regulation or a court of competent jurisdiction, the agreement shall remain in full force and effect, and only that portion (words or sections) found to be invalid shall upon request by either party, be reopened for negotiation thru the expedited bargaining process. The District retains the right to suspend any contract provision that is held to be invalid by governmental regulation or a court of competent jurisdiction, during the expedited bargaining process.

## **Article 6 - Job Reclassification**

All requests from individual employees in the bargaining unit for job reclassification or job evaluation will be directed to the Human Resources Department and the Chapter along with the necessary forms. All such requests will be acknowledged within ten (10) working days of receipt of the request. Reclass requests will be processed in a reclass hearing three times each year. These reclass meetings will occur once during the month of November, once during the month of February, and once during the month of May. Employees requesting a reclassification must file their request by the end of the first working day of the month of the reclassification hearing. Late submissions will be forwarded to the next scheduled meeting. Following the reclass meeting the answer shall be forthcoming from the Superintendent or designee within thirty (30) working days. The District and the Chapter will discuss the reclassification request prior to any determination. Prior to the District changing placement of any position on the salary schedule, this change will be brought to the Chapter's attention and discussed.

Annually ERC will discuss the reclassification process during the first ERC of the year to identify the reclass procedure to use during the current year. At any point the District makes a unilateral reclassification, OSEA Chapter 40 reserves the right to demand to bargain the reclassification under the provisions of [ORS 243.698](#).

## **Article 7 - Professional Development**

- A. The District will provide \$60,000.00 for 2021-2022. These professional development funds, will increase by \$10,000 annually, during the life of this contract.
- B. From the above professional development funds, individual employees are eligible for up to \$1500 in reimbursements per year.
- C. All permanent classified employees may apply for reimbursement for the cost of workshops, seminars, conferences, and college tuition. To be eligible for reimbursement, all professional development must be preapproved and must be related to the employee's work assignment as determined by the direct supervisor or administrator.
- D. An employee requesting reimbursement shall provide the Human Resources Department proof that they successfully completed the professional development with a passing grade or a certificate of attendance, and the receipt of cost prior to any reimbursement.

## Article 8 – Layoff and Recall

A. If the board determines that a reduction in the number of regular classified employees is necessary, layoffs shall be in reverse order of seniority within bargaining unit classifications as defined in section G. of this article. Classification means the groupings in [Appendix B](#).

The positions identified as Classified Professional Employees are unique positions with unique qualifications and they are not eligible to bump into any other position as identified in Article 8 of the Classified CBA. In the event the board determines that a reduction in force is necessary, layoffs shall be done in reverse order of seniority within the identified position the employee currently holds. Professional employees shall retain recall rights for a period of 27 months from the date of the layoff.

B. When the board abolishes a particular position, the employee filling that position is not necessarily the person to be laid off. The person to be laid off shall be the least senior employee in the job classification to which the abolished position was allocated. If the holder of the abolished position is not the least senior employee in the classification, the following steps shall be used to determine movement within the classification to achieve the layoff of the least senior employee. Please see [Appendix C](#), Classification Bumping Order.

1. The employee with the shortest length of service in the classification level to which the abolished position was allocated shall be bumped, provided that the bumping employee has the specific special skills, training or licensing required by the position.

2. The bumped employee shall then have the right to bump into the position of the least senior employee in the next lower level within the classification provided the employee has the specific special skills, training or licensing required by the position and has greater classification seniority than the least senior employee at that level.

C. A bumped employee may then exercise the right to bump in accordance with the following provisions:

1. Once an employee's position is eliminated, reduced to a level that eliminates benefits, or they are bumped, they may then use District seniority within the next lower classification level in Appendix B for which they may be qualified.

2. For determination of which least senior employee's position a bumping employee may bump into, the District will determine which positions will be available and will offer first choices of the available positions to the most senior employee.

3. If the employee was transferred to the last held position from another classification, the employee has the right to bump back to the former classification provided the employee has greater District seniority than the least senior employee in

the classification and specific special skills, training or licensing required by the position.

4. If the person bumped was transferred to the last held position from a higher paid classification, there is no right to bump back to the higher paid position.

5. An employee may only bump to a lower level.

6. The bumped employee will be placed on the pay range at the step closest to but does not exceed their hourly wage in the old position. If their hourly wage in the old position exceeds the closest step, then their wage will be frozen until the step equals or exceeds the frozen wage. At this point, normal step movement will resume.

D. A layoff list will be maintained by the District Human Resources Office by classification of all employees bumped into a different classification or to the outside. Recall will be made in seniority order from the list for each job.

E. Employees shall retain recall rights for a period of twenty-seven (27) months from the date of layoff. The laid off employee, however, must notify the District of any address change. The District is obligated only to make an attempt to reach the last known address by certified mail.

F. When a person on a layoff list is offered a position that is not equivalent to the position from which they were bumped, they can choose to be passed over to wait for an equivalent position. Equivalent position shall be defined as any position within 80 percent of the previous wages. If an equivalent job offer is made, he/she must accept or be removed from the list.

G. Applications of seniority for layoff purposes:

1. "District seniority" shall be defined as the total length of an employee's continuous service to the District since the most recent date of hire. For purposes of computing seniority, all approved leave time shall be included. District seniority date begins with the first day of regular employment. An employee who has been in a layoff status for less than 27 months shall not lose any District seniority, except that the period of layoff shall not be used for additional seniority.

An employee who leaves the classified bargaining unit shall lose all District seniority if the employee returns to regular classified employment with the District. In such cases, the employee will begin anew in the seniority process. This does not apply to employees who are on an approved District leave of absence.

2. "Classification seniority" shall be defined as the total length of an employee's continuous service within a job classification as listed in paragraph 1 of this article.

3. An employee who is promoted or transferred to a new job classification begins accruing classification seniority within that job classification on the first day of work in that classification.

4. When the District changes the classification or level of an existing position to a different classification or level, the employee will retain their seniority in that position.

5. Order of layoff shall be based on District seniority. If the seniority date of two (2) or more employees is the same, layoff shall be determined by their classification seniority. If the District and classification seniority are the same, then the two (2) or more employees will draw lots.

Employees to be laid off or bumped shall be provided written notice at least fifteen (15) working days prior to their date of layoff or bump.

H. Employees whose hours are reduced below four (4) so that they lose District paid fringes entirely will be offered the first available equivalent position for which they are qualified and which has sufficient hours to restore fringe benefit coverage and does not exceed the hours of their previous position. If they refuse the position offered, they are only entitled to apply for other openings.

I. Upon request the District shall provide the Chapter President with a seniority list for all classified positions.

## **Article 9 – Job Posting**

The District will post all job openings in the classified bargaining unit that exceed two (2) hours. Any position two (2) hours or less does not need to be posted if the hours are given to current employees. The job opening notice shall include the job title, duties, qualifications, salary range and physical location of the assignment. If an unusual situation develops, the District, after consulting with the Chapter, may waive or shorten the posting requirements. In all cases the District will notify the Association of changes made to job requirements and/or pay range prior to posting the position. The District shall post all classified job postings via District email.

To be considered for the posted opening, a bargaining unit employee must apply to the Human Resources Office within five (5) days of the date of posting. Qualified district applicants shall receive an interview. The selection of a candidate, whether within or from outside the School District, shall be at the discretion of the District.

If, in the District’s judgment two (2) candidates are equally qualified, preference shall be given to a current employee on a seniority basis.

An employee not selected for the position may request to meet with Human Resources to discuss the reasons why the employee was not selected for the position.



## Article 10 – Leaves of Absence

A. The District will administer OFLA and FMLA in accordance with state and federal statutes.

B. Definition of Family for OFLA and FMLA Leaves

1. “Family member” means an employee’s spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee’s domestic partner, an employee’s grandparent or grandchild, or a person with whom the employee is or was in a relationship of in loco parentis. “Family member” also includes the biological, adopted, foster child or stepchild of an employee or the child of an employee’s domestic partner.
2. The definition of “family” is to apply to all sections of Article 10, except when a section explicitly provides a different definition.

C. The following paid leaves shall be available to employees under the conditions noted:

**Sick leave** – In accordance with [ORS 332-507](#), employees shall be granted no less than ten (10) days of sick leave each school year or one day for each month employed by the District, whichever is greater, based on a full year of employment. Sick leave shall be granted equal to the number of hours the employee was absent. Employees who are employed by the District for less than a full year will have their sick leave pro-rated accordingly.

Employees will accrue sick leave monthly according to the following formula:  $(8 \text{ hours} \times \text{Leave Factor} = \text{Leave Accrual})$

The leave factor will be calculated according to the following formula:  
 $(\text{Average Hours per Day} / 8 = \text{Leave Factor})$

The average hours per day will be calculated according to the following formula:  
 $(\text{Average Hours per day} = \text{Total Scheduled Work hours} / \text{Total Scheduled Days})$

Definition of Family for Sick Leave:

Employees may use accrued personal sick leave to care for an immediate family member who is ill or injured and requires care. Immediate Family member shall be defined as spouse, domestic partner, biological, adopted, foster or step child, mother, father and legal ward.

- 1). Per Oregon State law, the District may require an employee who has been absent due to self or family member illness or injury in excess of three (3)

consecutive work days or where there is a pattern of use or suspicion of misuse of illness/sick leave to provide a certificate from the employee's or family member's attending physician or practitioner, that the illness or injury prevents the employee from working and verifies that the employee or family member was ill or injured on the dates indicated. The District shall also retain the ability, after an employee's absence in excess of three (3) consecutive work days or a pattern of illness/sick leave for illness or injury to require a certificate from the employee's attending physician or practitioner that the employee is fit/released to resume the employee's duties.

2). If the illness or injury is compensable for the workers' compensation insurance, such compensation shall be deducted from the employee's paycheck and the employee's sick leave account will not be charged for time paid by the insurance. The deduction does not apply to disability settlements.

**Sick Time-**In accordance with [ORS 332.507](#), sick time will accrue at the rate of .333333 per every hour worked. When the reason for sick time is consistent with [ORS 332.507](#), the sick time and sick leave pursuant to [ORS 332.507](#) will run concurrently per Board Policy.

**The following paid leave shall be available to employees under the conditions noted:**

1. **Emergency, bereavement and personal business leave** – a maximum of nine (9) days paid shall be available as non-cumulative leave per fiscal year for any of the following reasons:
  - a. Two (2) days from the total of nine (9) available each fiscal year may be used to attend to important personal business that cannot be done on a non-duty day. This leave requires advance approval of the department head or principal and the availability of a substitute, if necessary. The employee's signature on the form requesting leave indicates that the employee is using leave as intended and no further explanation by the employee shall be necessary unless there is sufficient reason to believe the employee has violated the intent of the language. If denied, an employee may appeal the decision of the supervisor to the Human Resources Department.
  - b. **Definition of Family for Paid Leave Days:**

Family shall be defined as spouse, domestic partner, biological, adopted, foster or step child, mother, father and legal ward or child of

a person standing in loco parentis (i.e. person who has a parental type relationship with the child), sister, brother, aunt, uncle, grandchild, son-in-law or grandparent. Bereavement leave may also be used in case of the death of a friend.

- c. Examples of legitimate uses for personal business leave include, but are not limited to:
  - 1) Closing procedures for sale or purchase of home
  - 2) Urgent legal matter(s) related to settlement of relative's estate
  - 3) Religious observance
  - 4) Pallbearer or funeral services of close relatives, or very close friend, not covered by current leave policy
  - 5) Weddings in immediate family or attendant at wedding of very close personal friend
  - 6) Other personal business beyond classified employee's control
  - 7) When the Superintendent determines to close school sites for emergency purposes and keeps employees home.
  - 8) Additional time for personal leave may be approved by the Director of Human Resources in special circumstances upon the employee's request. The salary of a substitute will be deducted from the District payment.
  
- d. Examples of improper use of personal business leave:
  - 1) Leave for the purpose of earning additional compensation or furthering a private business
  - 2) Leave for recreational purposes or to extend a vacation or holiday
  
- e. Illness, injury or death in the employee's family. Bereavement leave may also be used in case of the death of a friend. In such cases the District may approve up to an additional five (5) days of paid leave time if requested. Additional unpaid bereavement leave must be authorized by the Superintendent or their designee.
  
- f. Emergency beyond the employee's control. If denied by the department head or principal, the employee may appeal the decision of the supervisor to the Human Resources Department. This shall include damage to personal property, family emergencies beyond the employee's control, and appointments for which the employee has little or no choice of when the appointment is available. In case of an emergency, the employee will notify the District of the absence due to

an emergency situation and shall complete the emergency leave request upon returning to work. Emergency leave may not be used for leisure, other employment and/or volunteer activities.

2. **Court duty** – for absences due to selection for jury duty or as a subpoenaed witness in a case in which the employee is not personally involved.

The District reserves the right to request that an employee called for jury duty petition the court for release from jury duty. The District reserves the right to petition to have the employee exempted from jury or witness services if the District feels the employee's absence, in an emergency situation, would create a hardship for the District.

3. **Military duty** – a maximum of fifteen (15) days per calendar year for absences due to being called to annual active duty as a member of the National Guard or Reserve components of the Armed Forces. Employees must have been regularly employed for six (6) months to be granted this leave.

4. **Educational leave** – for absences due to service in an administrator approved educational workshop or meeting. If the employee is reimbursed for such attendance by a source other than the District the amount of the reimbursement will be deducted from the District payment.

D. Employees may request the following unpaid leaves under the conditions noted:

1. **Parental leave** – a maximum of one (1) year for the birth or adoption of a child. When possible, the request for leave shall be submitted thirty (30) days prior to the effective date of the request.
2. **Voluntary leave** – a maximum of up to one (1) year for approved travel, education, rest or recuperation or because of extended illness or injury.

E. **Involuntary leave** – an employee may be placed on involuntary leave not to exceed twelve (12) months when the District determines an employee is unable to perform their duties because of illness or temporary disability, or where attendance is exceedingly irregular or where an employee exhausts their sick leave and is still unable to report for duty.

In cases of sickness or other unavoidable circumstances which prevent an employee from working twenty (20) days immediately following exhaustion of sick leave, the Superintendent or designee shall place the employee on an

unpaid leave for up to 12 months. Prior to return, the employee shall prove to the Superintendent or designee their ability to return to work. Prior to return, the employee shall certify to the Superintendent or a designee the employee's fitness for duty. Failure to return as specified shall be considered a resignation.

- F. **Return from leave** – upon return from an unpaid leave, an employee is not guaranteed a particular position, but will be offered the first available equivalent position. Equivalent position shall be defined as in Article 8-F or as defined by law.

If the employee does not notify the District of their intention to return to District employment at the expiration of a leave of absence, the employee will be shown in the personnel records as a resignation.

## **Article 11 – Sick Leave Donations**

The purpose of sick leave donations shall be to extend to those members additional sick leave days should a serious illness or injury cause a member to exhaust the member's accumulated leave days.

Upon depleting all available leave and after obtaining a doctor's statement certifying a physical illness or injury rendering a member unable to perform duties listed on a member's job description for a period of more than ten (10) workdays, a member may request a donation of days.

When a request is approved by the OSEA chapter leadership a request will be made by the OSEA chapter leadership for participating employees to contribute their sick leave, in half-day increments up to one full-day, to a common bank.

1. The cumulative number of donated days shall not exceed thirty (30) days per donation request. No days will be carried over if not used. In the event that the sick leave days are depleted, the Association has the right to seek out further donations.
2. The OSEA Chapter 40 Executive Board or their designee will determine grants from the Sick Leave Bank. Inquiries to Human Resources shall be referred to the OSEA Chapter President.
3. After reviewing the employee's application, the OSEA Chapter President or designee will notify Human Resources regarding the employee's need to use days from the bank and the number of days granted to the employee. Payroll will process the days as instructed by the Association.
4. The OSEA Chapter leadership or their designee will keep accurate records of the days contributed to the Bank, days accumulated in the Bank and days used from the Bank. Upon request OSEA Chapter 40 will provide the District with an update regarding the number of days in the Bank.
5. The District is not responsible for any personal tax liability that may incur by the donating member or the receiving member, should any liability arise.
6. Donated sick leave does not protect position or benefits.

## Article 12 – Classified Grievance Procedure

### A. Objectives

The District and the Chapter recognize the need to provide for the orderly resolution of any grievance arising out of an alleged violation of a provision of this agreement, or misinterpretation of School District policies or administrative rules and regulations.

### B. Definition of terms

1. *Grievance*: a claim by an employee or group of employees that there has been a personal loss or injury resulting from a violation of the terms of this agreement. A violation of a contractual provision of this agreement may be processed through binding arbitration.

A non-arbitral grievance may be filed where an employee alleges a personal loss or injury resulting from a misinterpretation of an existing District policy or administrative regulation. Such grievance may be referred to the Board for final determination. A grievance shall not include, and this grievance procedure shall not apply to, any of the following:

- a. Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
- b. Any proceeding for the dismissal of permanent or probationary employees.

2. *Aggrieved*: the employee who initiates a grievance, provided that the employee must be directly injured as defined above by the conduct complained of in the grievance. Any individual employee affected by the grievance may have it adjusted (including the dismissal thereof) without the intervention of the Chapter if:

- a. The adjustment is not inconsistent with the terms of this agreement; and
- b. The Chapter has been given an opportunity to be present at the adjustment.

As an exception to the above, the Chapter may initiate grievances where it alleges a violation with respect to its organizational rights provided for it by name in this agreement.

3. *Day*: any weekday. Weekends, grievant vacation days, or holidays are excluded. When a grievance is submitted on or after May 1 and up to September 1, the time limits shall consist of all weekdays excluding holidays (unless an extension is agreed to by written mutual consent).
4. *Immediate supervisor*: person who has the responsibility for immediate, direct supervision of the grievant.
5. *Representative*: Steward, Field Representative or Counsel provided by the Oregon School Employees Association
6. *Association*: Oregon School Employees Association which will have on file with the clerk of the District a current copy of the local Association's constitution/bylaws and current officers. Communication to the Association will be through the local Chapter president.
7. *Board*: Shall mean the School Board of David Douglas School District No. 40.

**C. Grievance procedure: initiation and processing**

Any individual member of the bargaining unit shall have the right to present their own appeal or designate a representative of the Association to appear with them and present the grievance at any step in their appeal of a written grievance. Wherever possible, the aggrieved must be present at all steps of the grievance procedure. The aggrieved and/or administration may also require that the supervisor whose actions are the subject of the grievance be present, if possible. The aggrieved, or any participant on their behalf, shall be assured freedom from coercion, discrimination, or reprisal by either the District or the Chapter in presenting their appeal.

Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or state or federal administrative remedies for the conduct complained of, and failure to do so shall preclude resorting to such other remedies. Specified time limits may be waived by written mutual consent of the parties.

Failure to file or pursue a grievance within the specified time limits shall constitute abandonment of the grievance. Management's failure at any step of this procedure to communicate its decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next step.



The administration will furnish the grievant or the grievant's representative with such necessary and readily available information requested for the processing of any grievance.

Any grievance based upon an event or condition relating to the terms of this agreement which is not under the jurisdiction of an immediate supervisor shall be presented to the Superintendent or their designee.

If the aggrieved is not satisfied with the decision on Level 3 (Superintendent's Level), they may submit their grievance to the Association within five (5) days and the Association shall determine if the Association will support the grievance through arbitration or drop it on behalf of the grievant.

### **Level 1 – Identification of Problem**

1. Within fifteen (15) days of the alleged violation, the aggrieved shall first discuss the grievance with their immediate supervisor with the objective of resolving the matter informally at the lowest level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved within five (5) days of the discussion, they shall set forth their grievance in writing to their immediate supervisor.

Such written statement of the grievance will enumerate:

- a. The article of the agreement allegedly violated
- b. Statement of the grievance and the nature and the extent of the injury or loss claimed
- c. The remedy sought

### **Level 2 – Immediate Supervisor**

1. Within five (5) days of receipt of the written grievance the immediate supervisor and the aggrieved shall meet to try to resolve the grievance. The immediate supervisor shall communicate their decision in writing to the aggrieved within five (5) days after the meeting.
2. If the aggrieved remains unsatisfied, they may, within five (5) days of the receipt of the immediate supervisor's decision, state in writing to the Superintendent the reason they consider the decision at Level 2, Step 1 unacceptable and what they would consider to be a satisfactory resolution to the grievance.

### **Level 3 – Superintendent**

1. The Superintendent shall within five (5) days of the appeal meet with the aggrieved to resolve the grievance.
2. Witnesses may testify for the aggrieved and for the immediate supervisor.
3. The Superintendent shall communicate their decision in writing within five (5) days after the meeting to the aggrieved and to the immediate supervisor.
4. If dissatisfied with the decision of the Superintendent, the aggrieved may, within five (5) days, appeal in writing as follows:

### **Level 4A – Arbitration**

Applies only to grievance alleging personal loss or injury resulting from a violation of the terms of this agreement.

1. Within fifteen (15) days of the Superintendent's decision at Level 3, if the grievance on a contractual article has not been resolved, the Chapter shall notify the Superintendent of its intent to appeal the grievance to arbitration. Thereafter, the representative of the Association and the representative of the District shall meet to prepare a formal statement of the contractual issue to be submitted to the arbitrator. If, after ten (10) days from receipt of the notification of intent to appeal, agreement is not reached on the issue to be submitted to the arbitrator, each party may draft its own description of the issue to be arbitrated.
2. Selection of arbitrator: within ten (10) days of the date of the Chapter's notification of intent to appeal, the District and the Chapter shall attempt to agree upon a mutually acceptable arbitrator who will make a commitment to serve. If none has been obtained within this ten (10) day period, then within the following five (5) days, either the Chapter or the District may request that the Employee Relations Board furnish a list of seven (7) arbitrators, and the selection of the arbitrator from this list shall be in accordance with the voluntary labor arbitration rules of the Employee Relations Board, except that if the parties cannot agree upon an arbitrator from the first list submitted, the ERB shall submit up to two (2) additional lists so that a mutually acceptable arbitrator can be selected.

3. Arbitration hearing: the arbitrator shall confer with the representatives of the parties and hold hearings promptly and shall issue their decision not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted in accordance with the definition of grievances subject to arbitration. The arbitrator shall not substitute their judgment for that of an administrator. The arbitrator shall have the powers only to interpret the terms of this agreement and to determine if they have been violated; they may not add to, subtract from, or amend the terms of this agreement. Insofar as their decision involves only matters subject to arbitration as above defined, and is based upon substantial evidence, such decision shall be final and binding on the aggrieved, all personnel of the District, and the parties of this agreement.
4. The costs of the arbitration, other than the costs incurred by each party in presenting its case, shall be borne equally by the parties.

#### **Level 4B – School Board**

For grievances other than violations of the terms of this agreement:

1. The aggrieved may bring the issue(s) before the Board at the next scheduled Board meeting. Normally, the request must reach the Superintendent five (5) days prior to the next scheduled Board meeting.
2. This request shall be submitted in writing through the Superintendent who shall attach all related papers and forward to the Board.
3. The Board shall review the grievance with the aggrieved, the Chapter, the immediate supervisor, the Superintendent, and/or witnesses if requested, and render a decision in writing within ten (10) days after the conclusion of the hearing.
4. The Board meeting to review the grievance will be held in executive session unless the aggrieved requests a public hearing.
5. A copy of the Board's decision shall be sent to the aggrieved and the Association. The Board's decision shall not be subject to arbitration.

### **Article 13 – Employee Relations Council**

An Employee Relations Council shall be established to meet monthly during the life of the agreement. The monthly meetings may be canceled if both parties agree that there is nothing to discuss. There shall be eight (8) members of the council. Four (4) shall be appointed by the Board Chairman and four (4) by the president of Chapter 40 O.S.E.A. The function of the Council members shall be: to discuss matters of concern regarding the terms of this agreement, the administration of this agreement, to exchange factual data bearing on the articles of this agreement, to discuss proposed policy changes as they affect employee relations and to monitor the employment of substitute and temporary personnel.

The Chapter may request that the training needs of classified employees will be discussed at the last ERC meeting of the school year. The request may include the District's plan for SafeSchools training during in-service days when employees return to work.

When ERC meetings are scheduled during the regular work hours of a classified employee appointed by the president, the employee will be released from work to attend the meeting without loss of pay or benefits.

The elected chairperson of the ERC shall be responsible for notifying all members in writing no less than five (5) days prior to any change in regular meeting dates of that change.

Either the District or the Chapter may decide that the Employee Relations Council shall not meet after written notification has been received by the District from the O.S.E.A. for a request to negotiate a successor agreement. If the meetings are suspended during bargaining, they will resume once both parties have ratified the agreement.

## Article 14 – Twelve Month Vacation

All classified personnel working at least 258 days each year shall be entitled to vacation according to the following schedule (vacation is prorated based upon an employee's FTE). Four, ten hour days, Holidays, furlough days and any other cut days will count as work days for the purpose of vacation accrual:

On the anniversary date of this many years of unbroken service	Employees are entitled to this many days of vacation	Hours accrued monthly (rounded) (1.0 FTE)
1	10	6.66
2	10	6.66
3	11	7.33
4	11	7.33
5	12	8.0
6	12	8.0
7	13	8.66
8	14	9.33
9	15	10
10	16	10.66
11	17	11.33
12	18	12
13	19	12.66
14	20	13.33

Employees in this category accrue vacation on a monthly basis. An employee is allowed to accumulate up to 12 months of their monthly accrual rate. Occasionally, circumstances may prevent an employee from taking all of their vacation during the year. The employee may make a request to their supervisor to carry over any unused vacation, not to exceed 30 hours. This request must be made prior to the employee reaching the maximum. The Director of Administrative Services will give final approval.

When unused vacation time is carried over, the employee and their supervisor shall create a calendar designating when the excess days shall be used. The carried over vacation time must be used within three months of approval. If vacation is not used within the three months identified the carried over vacation time is forfeited. If the supervisor cancels or denies the employee the opportunity to schedule the carry over vacation time, then the District shall allow another three months to take this vacation or pay the employee for the unused time. Any carry over days will be paid out upon resignation.

Unused vacation time shall be paid at the time of resignation, termination or a layoff of an unknown duration in the employee's final paycheck.

**Article 15 - Hourly vacation**

Employees hired after September 30, 2014, do not qualify for hourly vacation.

Employees hired prior to September 30, 2014, who have had continuous service, and working less than 208 days who are paid on an hourly basis shall be paid an amount based on the formula:

$\begin{aligned} &\text{Total numbers of compensable hours in fiscal year} \\ &\quad \times 6\% \times \text{hourly rate} \end{aligned}$
--

This payment shall be made during the month of June for the current fiscal year in lieu of vacation time. An employee is eligible for hourly vacation if hired as a permanent employee on or before September 30. An employee who completes at least 75 percent of a work schedule shall be entitled to hourly vacation based on the above formula.

Compensable hours shall mean clock hours, thus overtime hours worked are counted as straight time.

Employees working 208 days or more as defined by current District practices, but less than 258 days, shall be paid for the periods of Christmas week and Spring Break in lieu of the vacation formula described above.

## Article 16 - Career Recognition

An incremental career recognition payment will be provided. This payment will be granted on the last day of employment to each regular classified employee who has either:

1. Been in the District ten (10) years or more of continuous service (to include the time worked as a temporary employee, as defined by Article 2, and has completed 75% of each work year and employees who transferred from the MESD in 2013 who have a combined length of service of ten (10) years or more) and is at the legal age for PERS retirement during the school year; or
2. Has completed thirty (30) years of continuous service in the David Douglas School District (to include the time worked as a temporary employee, as defined by Article 2, and has completed 75% of each work year and employees who transferred from the MESD in 2013 who have a combined length of service of thirty (30) years or more).

The dollar amount will be prorated for regular employees working less than eight (8) hours. The prorated amount will reflect the average of hours and wages per day over the last three (3) years if hours or wages were reduced.

The recognition payment shall be determined as follows:

<b>Years of service</b>	<b>Recognition Payment</b>
10	\$600
11	650
12	700
13	750
14	800
15 or more	900

## **Article 17 – Workdays**

The following provisions apply to all regular, classified employees with the exception of the position listed as “Professional Employees.”

A work week begins at 12:01 AM Monday and the work week ends seven (7) days times twenty-four (24) hours later.

A four (4) or five (5) consecutive day, forty (40) hour, work week is the basic schedule for at least 258 day employees. The hours for employees scheduled for less than 258 days will vary with their assignment. Employees working less than 258 workdays in a fiscal year will be considered to be working a fraction of the fiscal year. Employees working less than forty hours per week will be considered working a fraction of the workday. FTE equals Full-Time Equivalent. 1.0 FTE is defined to be a forty (40) hour work week. Employees working less than forty (40) hours will be a fraction of an FTE.

When an employee is called back to work outside of their normal work hours, compensation will be for a minimum of two (2) hours at time and a half (1 ½).

Hours worked beyond forty (40) hours in one (1) week is overtime, and will be paid at time and a half. This applies to all employees and also includes call back time as described in the paragraph immediately above. Overtime may only be worked with the prior approval of the employee’s supervisor. Holidays and paid leave hours are not considered hours worked.

### **Method of Recording and Using Compensatory Time**

The District shall provide a method for employees to record compensatory time in lieu of overtime. Compensatory time must be pre-approved by the employee’s supervisor. Compensatory time for over forty (40) hours in a week shall be recorded at time and a half. The District shall provide each employee with their compensatory time account balance. Accumulated compensatory time may be used by the employee for time off with pay with prior supervisor approval. All unused compensatory time shall be paid to the employee at their regular hourly rate as of June 30<sup>th</sup> on July 15<sup>th</sup> of each year. If an employee resigns, is laid off or is terminated, their accumulated compensatory time shall be included in their final pay check. There shall be no other method for recording the accumulation and use of compensatory time.



**Flex-time**

On occasion, supervisors and employees may agree to a flex schedule. A flex schedule would allow the employee who works more than their scheduled hours on a regular work day to schedule an equal amount of time off within that same workweek (with supervisor approval). If the employee is unable to take the scheduled time off, the extra time will be recorded as extra hours or as compensatory time, with supervisor approval.

The District will have a break schedule for classified staff as follows:

- A. Employees who work four (4) hours or more but up to six (6) hours will receive a 15-minute break.
- B. Employees who work more than six (6) hours but up to eight (8) hours will receive one 15-minute break and one ten (10) minute break during their shift as well as a duty-free 30-minute unpaid lunch break.
- C. Employees who work eight (8) hours up to ten (10) hours will receive a 15-minute break during the first half of their shift and a 15-minute break during the second half of their shift, as well as a duty-free 30-minute unpaid lunch break at mid-shift.
- D. Nothing in this agreement shall preclude an employee requesting or the District from providing reasonable breaks outside the periods mentioned herein.

Length of work period	Number of 10 minute rest breaks required	Number of 15 minute rest breaks required	Number of 30-minute meal periods required
3 hours, 59 mins or less	0	0	0
4 hours – 6 hours	0	1	0
6 hours, 1 min – 7 hours, 59 mins	1	1	1
8 hours – 9hours, 59 mins	0	2	1
10 hours – 12 hours	0	3	1

Rest periods may not be added to the meal period or deducted from the beginning or end of the work period in order to reduce the length of the work period.

When a classified employee is required, by law or District Policy, to serve on a committee outside of their regular work schedule, they will be compensated at their regular rate of pay unless they will work more than forty (40) hours in a week then

they will receive overtime or compensatory time. For any committee, that is not required by law or District Policy, in which the classified employee volunteers, they will not receive any additional compensation.

When a decision has been made by the District to cancel or close school, all essential personnel will be expected to report to work within two (2) hours of their regular reporting time or as soon as they can safely make it. All other scheduled employees shall remain at home without loss of pay or paid leave days, except if already on an approved continuous leave. Employees who were paid but did not work will be required to work all scheduled make-up days due to closure.

The District may identify replacement days when adopting the calendar prior to the start of the school year. When the District restores other days other than those identified in the calendar, the District will consult with the chapter executive board to identify make-up dates.

Employees who are designated by the District as “essential” will be notified at the beginning of each school year that they may be expected to work on closure days and will be compensated at the rate of time and a half for hours actually worked. All other hours worked shall be paid at their regular rate of pay.

With District approval, employees will be allowed to make-up any work time missed during the late start or early release when a decision has been made by the District for a delayed start due to inclement weather. To qualify to use this school closure time in this manner the employee must report to work for the portion of their shift outside of the late start or early release. Time must be made up within ten (10) work days of the late start or early release.

Provisions of the collective bargaining agreement concerning hourly wage are specifically not applicable to Professional Employees. Professional Employees, by definition, are exempt from all overtime provisions as outlined in Article 17 - Workdays. This includes exclusions to contract provisions relating to additional compensation for hours worked over forty (40) hours per week, minimum pay work schedule, as well as provisions outlined for non-exempt employees pertaining to breaks and meal periods in Article 17.

The District time clocks need to be programmed to comply with BOLI regulations.

## **Article 18 – Safety**

The District will organize a safety committee at each work site to monitor safety related issues. The names of the safety committee members shall be posted at every worksite. The committee will have representatives from all employee groups. Classified safety committee member shall be selected by the classified employees at each worksite. If the classified employees as a worksite are not able to select a representative to the safety committee, the chapter executive board will facilitate the selection of the committee member. The District shall provide training to members of each worksite safety committee in accordance with federal and state laws. The District and the Association mutually agree to work together to promote a safe and healthy work environment within the District. The District will comply with the Student Rights and Responsibilities Handbook. District discipline procedures and methods will include mechanisms to apprise employees of students who present safety or behavioral concerns.

Employees who notice unsafe or hazardous conditions in their work environment may report such conditions on the Safety Input Form. A copy of the form will be returned to the employee with written information regarding District response in a timely manner. Should an environmental hazard(s) be discovered during the District's investigation of the information on the Safety Form, bargaining unit members who work at the worksite will be notified of the hazard. In addition, when an environmental investigation is conducted any written report will be made available at the worksite.

Any employee who believes that any working condition or machinery is unsafe shall immediately call it to the attention of their supervisor. The supervisor shall immediately discuss the matter with the employee and try to arrive at a mutual agreement as to whether or not an unsafe condition exists. If unable to reach a mutual agreement on the matter, the supervisor may make a decision on the matter. However, if the employee is not satisfied with the decision, the employee may contact an OSEA steward or field representative and Oregon OSHA, to request an immediate investigation of the matter.

No employee shall be disciplined for refusal to violate the Safety Codes or the laws of the State of Oregon.

In an effort to keep students and staff safe, classified employees who may be required to supervise a student on an education plan (i.e. IEP, IFSP, 504, etc.), where the law allows, shall be provided with the necessary information to successfully support the student in a safe environment. Classified employees shall adequately be trained to use the strategies required to provide for a safe environment for students and staff.

To reduce the potential for harm to staff members, the employee may request the following when appropriate:

- a. Positive Behavior Intervention Supports;
- b. Training of employees on proper lifting techniques;
- c. Lifting equipment (back supporter, mechanical lift) when the student's size warrants;
- d. Training of employees who work with students who have a history of presenting safety issues;
- e. Training on de-escalation and deflection when a student's behaviors warrant and the school team determines necessary;
- f. Safety equipment (i.e. bite guards, spit guards, protective gloves, etc.);
- g. Blood borne pathogen training for identified staff;
- h. First aid training for identified staff;
- i. Training by special needs nurse for delegated health services (i.e. diapering, tube feeding, injections, life support equipment, etc.);
- j. Safety clothing and protection such as hearing protection, prescription safety glasses, safety shoes, rain gear, clothing that shall be worn on the job and that is intended to protect employees from exposure to potential hazards and/or inclement weather encounter in the performance of their assigned duties; and
- k. Other District level resources when needed, as identified by the District or requested by the employee.

The District Employee Handbook, as well as building handbooks, shall contain safety information regarding workers' compensation and the process for filing a workers' compensation claim, identification of disability systems available to employees injured on the job, whistle blower and retaliation and Mother Friendly statutes.

When the District receives notice from the District or City attorney that an enrolled student has engaged in criminal behaviors defined in Senate Bill 1092 the District will notify school employees who it determines need the information in order to safeguard the safety and security of the school, students and staff.

In those situations where the State Health Department notifies the District that it is required by law to notify people of a reportable disease, the District will provide notification of the reportable disease to employees who work at the worksite where the reportable disease occurred.

## **Article 19 - Medical Examinations**

If the District, in its judgment, determines the necessity for an employee, during their work day, to have an examination, the District will select the medical practitioner, pay for the examination and have the findings reported to the Superintendent. The employee will be compensated for the time at the examination from the time they arrive until they are released from the examination and for their time to travel to and from the examination.

The District will contract with a local doctor to provide the bus drivers' physical exams. If the employee chooses to go to their own physician, they will be reimbursed at the contracted amount.

## Article 20 - Transportation

1. All trips will be listed by dispatch and posted by noon of Thursday for the following week. The District may choose to charter a trip and/or a portion of a trip that conflicts with route times, if transportation is down five (5) or more cover drivers due to:

- a) Pre- approved absences,
- b) Trips during route time,
- c) Empty routes,
- d) Unfilled cover driver positions,

The District may also charter due to extenuating weather conditions and/or extended travel times. (Examples: school closure due to weather, out of town playoffs during excessive heat, etc.)

When the decision has been made to charter, the trip will be listed on the trip sheet as “chartered”, either take-out only or take-out and return (based on time and destination of trip). Whenever possible pre-scheduled trips will be displayed in the bid room on a master calendar to give drivers advanced notice for planning purposes. The week shall be from Monday through Sunday. In the event of a non-school day on Thursday or Friday, the posting shall be one day earlier. In the event of a canceled day, trips will be addressed on the next day that all drivers report.

2. Trips received after the posting time, but before bid time, will be posted on the list in the Drivers’ room.
  - a) If the driver who successfully bid on a trip loses their trip to cover for their route, the District will provide the driver the opportunity to make up the lost hours.
  - b) With supervisors’ approval, drivers may be allowed to work over-time in lieu of chartering trips.
3. Activity and mid-day drivers will be required to drive their own routes, but may sign on field trips if times do not conflict with their regular route. Drivers may take trips if it is not their activity night or if their partner is willing to drive for them. These drivers that rotate driving with a partner must inform the office of any change.

4. Office staff will assign trips for end-of-school play day.
5. Field trip selection goes through the seniority rotation process of drivers attending the bid or having a proxy attend on their behalf. Each rotation will be numbered. Each rotation will begin with the most senior driver bidding up to one trip per rotation. Once a trip has been selected the bid list will reflect the driver that bid the trip, and the rotation that the trip was selected. Should a driver not be able to select any trips, due to remaining trips conflicting with their previously bid trips, the driver may elect to have their name highlighted. A highlighted name holds the rotation place, and the driver is given the first choice of any late arrival or turned back trip. If the driver is unable to accept this trip, due to conflict with previously bid trips, they will remain highlighted. If after rotations there are remaining trips, that have not been bid and no drivers remain for bidding, the District may request or assign drivers for any unselected trips.

In the event that a trip requires more than one driver, and one or more of those additional drivers find out that they are not needed, bumping will be as follows: The driver that bid the trip in the last rotation will return first. If all drivers bid this trip in the same rotation then they will return in reverse seniority basis.

6. Any trip that becomes available within three (3) working hours or less by a previously assigned driver's illness, late arrival of trip request, or an emergency situation, the trip will be assigned by office personnel using the daily sign-up sheet or all call.
7. If a driver is on a trip, route or other District business during the sign-up time, an alternate shall be previously chosen by the driver to act in the absent driver's behalf. The alternate shall come from the driver's list, not from the office or shop personnel. If a driver or designee is not present on time on the day of trip bidding, the name will be skipped from that rotation.
8. Trips that are cancelled then rescheduled for the following week, or later, shall be posted no later than the rescheduled weeks posting. Trips that are cancelled then rescheduled for the same week will be reassigned to the same driver. This driver may have the option of the rescheduled trip. If the driver does not take the trip they will not be highlighted, unless they are unable to take it because of a previously selected trip, or an activity on the rescheduled date.

If after clocking in for a trip or activity and the trip or activity is cancelled, you still receive the guaranteed two hours. The driver will be asked to participate in other duties as assigned.

If a driver bids on a field trip that was on the incorrect week's bid sheet, the driver is to retain the trip for when it is correctly scheduled and keeps their place within the normal trip bid rotation for the week the trip occurs.

9. It is the drivers' responsibility in the selection of trips to keep an accurate record of their hours. Hours are not to exceed forty (40) hours per week, unless previously approved by the transportation manager and/or supervisor.
10. If a driver fails to show for a trip, or turns back a trip without a valid excuse, the penalty shall be as follows:

1 <sup>st</sup> time:	Verbal warning and noted in record
2 <sup>nd</sup> time:	Trips denied for one (1) week's posting
3 <sup>rd</sup> time:	Trips denied for one (1) month's posting

11. When an extra trip is signed for, there will be no trading or bumping.
12. If a problem arises it will be addressed and resolved in a timely manner. The transportation manager and supervisor will be open to problem solving suggestions from bus drivers.
13. In the fall of each year, the transportation supervisor shall post the seniority-based trip selection guidelines as stated above.

#### David Douglas License Reimbursement

When the District employs a new driver, each one will be reimbursed for half the cost of a Commercial Driver's License (CDL) after successfully completing the probationary period. The remaining half of the cost to be reimbursed after the successful completion of the first year of employment.

#### Transportation Handbook Committee

A Transportation Handbook Committee will be convened to review and revise the Transportation Handbook on a Bi-annual basis. The committee shall consist of two bus drivers which are union representatives, three bus drivers selected by seniority,



the transportation supervisor and lead driver trainer and a representative from Human Resources. The chapter executive board shall appoint the two drivers representing the union. Meetings are not to exceed 1.5 hours x 6 for a total of 9 hours per driver per review session. (All proposed changes will be reviewed and authorized by District Administration.) If something comes to the District's attention, regarding the handbook, the District has the right to bring the committee together to work on a resolution.

## **Article 21 - Suspension/Demotion/Dismissal**

The District reserves the right to suspend, demote or dismiss for good cause any employee for unsatisfactory performance or misconduct. When an employee is required to meet regarding an investigation which may lead to discipline, the employee shall be informed of their right to representation.

Suspension, demotion or dismissal as disciplinary action, shall follow procedural due process in that the disciplinary action will be progressive, corrective or legal. However, if the District determines flagrant misconduct or gross insubordination has occurred, the District may place the employee immediately on paid administrative leave until such charges are investigated. During the paid administrative leave, the District may direct the employee to report to investigatory or due process meetings during normal business hours and the employee must be available to attend.

Paid administrative leave will continue until the charges are investigated by the Human Resources Director and the findings of the charges and recommended decision have been presented to the employee and their representative.

Should the employee be cleared of the charges and reinstated, all documentation, materials and records relating to the charges and investigation shall be removed from the file and destroyed. If the charges are found to be true, the District may proceed with appropriated disciplinary action. Documentation in this case will be preserved.

If the District has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees, students or the public. The previous work record of the employee will be considered.

When the District determines that the job performance or conduct of an employee is such that dismissal is necessary, the employee may elect to be given a pre-termination hearing before the District Superintendent or designee. If the decision of the Superintendent or designee is to dismiss, the employee may elect to proceed to a post-termination hearing before the District Board.

Use of this article precludes use of the grievance procedure unless the grievance is on failure to follow this article's guidelines.

The provisions of this article do not apply to employees who has not completed the six-month probationary period.

Any classified employee who is terminated or demoted, has a right to have a hearing before the school board under [ORS 332.544](#).

## **Plan of Assistance**

An employee whose performance is inadequate will be provided an opportunity for improvement under the following procedure:

1. The employee shall be informed of the unsatisfactory performance by the supervisor and given an opportunity to correct the deficiencies. This notification can occur in a verbal or written format and does not have to be part of a formal evaluation.
2. If the unsatisfactory performance continues the employee will be provided a written plan of assistance which:
  - a. Identifies deficiencies;
  - b. Identifies expected standards to be met;
  - c. Provides suggestions or strategies or assistance to rectify the deficiencies; and
  - d. Identifies timelines for the corrections to occur.
3. At the employee's request a representative may attend any meeting related to the plan at which the attendance of the employee is required.
4. The supervisor and the employee shall sign the plan, and the employee may attach a statement to the plan to be included in the file.
5. On or before the expiration of the corrective period, the supervisor, the employee and their representative, if they so choose, shall meet to discuss the employee's progress or lack thereof towards the expected improvements. The supervisor will notify the employee of the decision to recommend continued employment or dismissal provided nothing will preclude a supervisor, at their discretion, from continuing the employee's assisted status, if, in their judgment, positive but less than full improvement has been shown.

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## **Article 22 Early Retirement**

Members hired on or after July 1, 2006, will not be eligible for early retirement benefits.

The District will continue medical insurance up to two-party coverage for employees in the bargaining unit who have retired under the provisions of PERS and have at least fifteen (15) years of continuous (to include time worked as a temporary employee, as defined by Article 2, and has completed 75% of each work year) service with the District. Employees working before July 1, 1985, require ten (10) years of service for eligibility. This insurance coverage will stop after sixty (60) months or when the retiree is eligible for Medicare coverage whichever comes first. Two-party coverage may apply for the employee and spouse or for a dependent child under age 26, as allowed by law and the carrier. If the spouse is older than the retiree, they will be dropped at age sixty-five (65); single coverage will then continue until the retiree completed sixty (60) months age sixty-five (65) whichever comes first. If the spouse becomes eligible for Medicare, the spouse will be dropped off; single coverage will then continue until the retiree reaches age sixty-five (65).

This coverage will be prorated for regular employees working less than eight (8) hours up to single party coverage. Employees hired after July 1, 1989, and working less than four (4) hours are not eligible for prorated benefits. The percentage of coverage will be based upon the average hours worked per day during the last three (3) years. Employees hired after July 1, 1991, upon retirement, will be eligible for single party coverage if they meet eligibility requirements. Medical insurance benefits for retirees will not exceed medical insurance benefits for current employees of the District.

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## **Article 23 Personnel Records**

The personnel records of any employee in the bargaining unit shall not have any information that reflects upon an employee's performance that does not bear that employee's signature or initials and date signed indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and that the employee has refused to sign or initial such information. All materials in the personnel file shall be signed and dated by the supervisor.

The employee will also have the right to submit a written response to the information placed in his/her file. This response will be reviewed by the Director of Human Resources and be attached to the information filed. The employee may request in writing that any item may be removed from the employee's personnel file, with the District determining if the material is to remain.

The employee's personnel file and records shall be available for viewing following the employee's request to the District Office. Inspection of personnel files shall take place on days the District Office is open and during the employee's non-work hours. A District Office employee shall be present during the viewing of the file. The employee may request copies of any document in their personnel file.

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## **Article 24 Association Dues**

The Board agrees to deduct from the wages of each Chapter member the dues to the Chapter/Association. Authorization shall be in writing by each employee on the form provided by the Association. Authorizations for payroll deduction under this Article shall remain valid until revoked with the Association by the employee in writing.

The amounts deducted by the District shall be remitted, together with an itemized statement, to the Association by the first day of the month after such deductions are made.

The Board further agrees to continue to honor dues deduction authorization executed by the employee in favor of the Chapter.

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## Article 25 Paid Holidays

Holiday pay shall be granted equal to the number of hours the employee was normally scheduled to work on the day of the week that the holiday occurs. If they do not normally work on that day of the week, then they will be granted the number of permanent hours scheduled on the next work day following the holiday.

In order to receive holiday pay, the employee must work their normally scheduled work day immediately prior to, and immediately following the holiday, unless on an approved paid leave.

An employee who is required to work on a holiday will receive time and one half for hours worked on the holiday. This shall not be in addition to holiday pay. Any remaining hours of the employee's entitled holiday shall be paid at their regular rate.

Holidays falling on Saturday shall be observed on Friday. Holidays falling on Sunday shall be observed on Monday.

Employees are entitled to the following holidays based on their work calendars:

Work Calendar	Total Days	Holidays
258 Days or more	10	Independence Day Labor Day Veterans Day Thanksgiving Day Day after Thanksgiving Christmas Day New Year's Day Presidents Day Martin Luther King Day Memorial Day
257 days or less	6	Labor Day Veterans Day Thanksgiving Day Presidents Day Martin Luther King Day Memorial Day

## Article 26 - Fringe Benefits

The District will provide a contribution to health insurance for eligible employees.

The District will contribute a portion of the insurance premium for employees working less than fulltime, but not less than four (4) hours per day. The District's contribution will be prorated for employees less than 37.5 hours per week using the annual insurance cap under the terms of this agreement.

The District agrees to open Articles 26 and 27 for financial review prior to the 2023-2024 school year. The District and the Chapter will also be able to open two (2) articles at this time.

The District will have an insurance pool for classified staff medical, dental, vision, and mandatory life and mandatory accidental death and dismemberment benefits. Optional employee coverages are not eligible for the insurance pool reimbursement. District contributions shall be applied toward purchase of district-approved medical, dental, vision and term life insurance, chosen by the District with input by Chapter representatives. If allowed by OEBB, when two (2) staff members are spouses or domestic partners, they may combine their insurance benefit dollars toward the premium costs of health, dental, vision, and life and Accidental Death and Dismemberment benefits.

Eligible employees will be able to select insurance plans during enrollment based on the following District contribution amounts in Table A:

<b>TABLE A – DISTRICT INSURANCE CAP AMOUNTS</b>				
<b>YEAR</b>	<b>2021-22</b>		<b>2022-23</b>	
Employee Average Daily Hours	4 to 5.99 hours	6+ Hours	4 to 5.99 hours	6+ Hours
District Cap Eligibility Percentage	75%	100%	75%	100%
<b>PLAN TYPE:</b>				
Employee Only	954	1272	954	1272
Two Party or Employee/Child(ren)	1163	1551	1203	1604
Family	1331	1775	1377	1836

The District will fund an insurance pool based on the insurance pool rates per eligible classified FTE listed below:

<b>YEAR:</b>	<b>2021-22</b>	<b>2022-23</b>
Insurance Pool Contribution Per Eligible Classified FTE	1393	1440



Any classified employee who has an out of pocket amount as of the date of the distribution calculation will be eligible to receive an additional monthly contribution based on funds available in the pool. Employees who have no out of pocket are not eligible for an additional contribution nor are they eligible to receive any balance of funds; these funds will be reserved for use in the pool.

Classified employees may be eligible to receive additional contributions from the remaining pool balance at up to 100% of their employee out of pocket amount if their average daily hours are six to eight hours and up to 75% of their out of pocket amount if their average daily hours are four to 5.99 hours. To be considered eligible, classified employees must have a start date prior to November 15 of each insurance year.

In December the District will calculate the distribution of the insurance pool. Any distributions owed to a classified employee will be paid on the December 15<sup>th</sup> paycheck.

The District will calculate what the total monthly amount of the employee out of pocket is according to the eligibility criteria above for the additional pool contribution. A pool funding percentage available to cover eligible employee out of pocket costs will be applied to the employee's eligible monthly out of pocket amount.

The allocation will be prorated as follows:

	Total Monthly Pool balance available to Distribute
Divided by the sum of:	Total eligible classified employee monthly contributions
Equals:	Insurance pool funding percentage

Total employee contributions will be calculated as follows:

	Total of eligible classified employee monthly contributions at 100%
Add:	Total of eligible classified employee monthly contributions at 75%
Equals:	Total eligible classified employee monthly contributions

Any classified staff who have an event that may modify their plan eligibility may receive a modification to their insurance based on the District contribution however the pool distribution will not be recalculated based on the event so the employee may not receive any additional distribution beyond what was calculated in the December pool allocation calculation.

Insurance calculations for transportation bus drivers will be based on calculations in September (effective October 1 and reflected on the October 31<sup>st</sup> check), December (effective January 1<sup>st</sup> and reflected on the January 31<sup>st</sup> check), and March (effective April 1<sup>st</sup> and reflected on the April 30<sup>th</sup> check) to calculate District cap contribution eligibility however the insurance pool distribution will not be recalculated after December.

District contributions shall be applied toward purchase of District-approved medical, dental, vision and term life insurance, chosen by the District with input by Chapter representatives. Premiums in excess of the amount allowed will be paid by the employee. The premium year shall be in accordance with Oregon Education Benefits Board (OEBB), currently October 1 through September 30. The parties agree that

additional benefits such as Life Insurance, Accidental Death/Dismemberment, Short and Long-term Disability, and Long-term Care Insurance may be provided through OEBB and elected and self-paid by the employee as available. Prior to participation, the parties will agree on employer/employee contribution amounts as provided by OEBB rules.

As long as allowed by law, the District will offer an IRS Section 125 Plan for employees. The plan will allow employees to “tax shelter” money for such things as childcare, insurance premiums, medical and dental expenses as determined by the District’s plan. The Chapter agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of payroll deductions for the purchase of insurance and annuity payments. Payroll errors shall be adjusted as soon as practicable. All matters relating to claims under fringe benefit coverage’s are excluded from the grievance procedure.

Out of pocket premiums will be automatically deducted on a pre-tax basis, unless the employee requests, during open enrollment, they be deducted post tax.

## Article 27 - Salary Plan

- A. The hourly salary schedule shall be increased 2.5% beginning on July 1, 2021 for the 2021-2022 school year. The hourly salary schedule shall be increased by 2.5% for the 2022-23 school year. The Journeyman employees who are on a pay scale with no steps shall receive 2.5% COLA increases each year for 2021-2022 and 2022-2023. Exempt employees who are on the Exempt pay scale shall receive 2.5% COLA increase for the 2021-2022 school year and for the 2022-2023 school years.

The District agrees to open Articles 26 and 27 for financial review prior to the 2023-2024 school year. The District and the Chapter will also be able to open two (2) articles at this time.

Effective July 1, 2019:

The hourly salary schedule will be re-indexed at 4% between steps and classifications, starting from Class 20, Step B. The Exempt salary schedule will be re-indexed at 2.5% between steps.

Effective July 1, 2020:

An additional step will be added to the hourly salary schedule re-indexed at 4%. The Exempt salary schedule will add a step indexed at 2.5%.

- B. The bargaining unit classifications for 2021-2025 are shown in Appendix B. The pay of every classified job description under these classifications will increase according to the schedule in Article 27 A., but will otherwise remain unchanged unless they are changed in accordance with Article 6.
- C. New employees will start at the beginning of the salary classification at which they are employed. However, the District shall reserve the right to grant full, partial, or no experience credit on the salary schedule. Employees completing a six (6) month probationary period are eligible for a step increase on July 1 (hired by February 1). Employees who are promoted or re-classed effective on or before February 1 are eligible for the step increase on July 1. If a current employee chooses to take a position at a lower classification after February 1, the employee will still receive their step increase at the lower rate in July
- D. Eligible employees who have not yet reached the top step in their classification shall advance one step each July 1 until the top step has been achieved.
- E. **Promotions/Reclassifications**
1. If an employee is promoted, they will go to the step at the new classification which is immediately higher than the amount of their current step. Upon Human Resources approval, additional step increases, of no more than two (2) steps, if available, will be considered based on documented relevant experience. Before the end of a six (6) month period in the new position, job performance

will be reviewed and a determination made whether the employee will continue in the new position or be returned to their previous position.

2. If an employee is reclassified, they will go to the step at the new classification which is immediately higher than the amount of their current step.

F. Personnel substituting or temporarily assigned upward in a higher classification will be paid at the higher level class at the step immediately above their current hourly rate, for any time in excess of five (5) consecutive days. The pay increase will start on the 6<sup>th</sup> working day. Employees covering for another employee on a long term intermittent leave will be eligible for working out of class pay, starting on the 6<sup>th</sup> cumulative working day for the days covering for the absent employee.

G. If an employee does not have direct deposit all paychecks will be mailed to the address on file with the District. Final paychecks, except for terminations, will be issued on the next regularly scheduled payday. If the employee has direct deposit the final check will be direct deposited.

## **Article 28 - Nondiscrimination**

The Union and District Board agree that they shall not discriminate against or harass any employee in accordance with state, local and federal law and School Board Policy as applicable.

## **Article 29 - Peaceful Resolution of Differences**

In consideration of the terms of this agreement, neither the Chapter nor the personnel represented thereby will authorize, cause, engage in or sanction any form of concerted work stoppage or slowdown during the length of this contract. The Chapter and personnel will act in conformance with the provisions of the Oregon law governing strike. In the event of a teacher's strike, there shall be no lockout of classified employees. Adjustments in work schedule or duties due to strike shall not be deemed a lockout. In consideration for which, employees will continue to report for work where scheduled or be deemed on strike in violation of this agreement.

In the event of a strike by teachers of the District, classified employees will not be required to perform jobs that are the exclusive responsibility of teachers and for which an Oregon Teaching Certificate is required.

## Article 30 - Complaints

### A. Complaints Against Classified

If a complaint by a student, parent, staff member or citizen is received, the supervisor may hold an informal meeting with the employee to determine if the complainant and the employee should discuss the matter. If it is determined that the employee and the complainant may be able to resolve the complaint, then the supervisor will encourage the complainant to meet with the employee. If the supervisor determines the complaint might result in a negative evaluation, discipline or placement in the personnel file, the following procedure will apply:

1. The employee will be notified within ten (10) working days of receipt of the complaint.
2. The employee will be given a copy of the complaint two (2) working days prior to the meeting. The complaint shall be signed by either the complainant or the administrator conducting the investigation.
3. The supervisor will meet with the employee and describe the nature of the complaint including specific examples, such as: the time, place, and type of action complained of, if known, at the conference and ask questions to explore the facts outlined in the complaint.
4. The employee will have the right to representation.
5. The name of the complainant will be provided upon request of the employee.
6. Once the administration has determined that a complaint is valid they will encourage the complainant to sign a statement attesting to the accuracy of the information forming the basis of the complaint.
7. If a supervisor decides to place a complaint in the employee's personnel file the supervisor will provide a written directive of the District's expectations.
8. The District will notify the employee of the disposition of the complaint within ten (10) workdays.

Anonymous complaints will not be used unless there is independent evidence or corroboration to sustain the complaint. This complaint procedure will not apply when there are allegations of criminal activity, sexual harassment or discrimination.

Any party involved in the complaint process shall be assured freedom from criticism, discrimination, or reprisal in processing a complaint.

- B. Complaint Procedure for Classified see [Board Policy: GBM](#)-the procedures for staff complaint is found in administrative regulation [KL-AR-Public Complaints Procedure](#).

### **Article 31 - Duration and Effect of Agreement**

This agreement shall be effective upon ratification of both parties and shall be binding upon the Board, the Chapter and the members of the bargaining unit and shall remain in full force and effect through June 30, 2025, or until a successor agreement is signed, whichever is later.

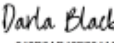
It is understood that both parties have had an opportunity to make proposals and counter proposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all understandings between the parties for the contract term. On matters of mutual concern, this agreement may be added to, deleted from or modified only through the voluntary mutual consent of the parties, and any agreement reached shall be reduced to writing and signed by the parties as an amendment to the agreement.

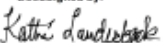


## Article 32 – Closing

Executed this June 25, 2021, in Portland, Oregon, by the undersigned officers by the authority of and on the behalf of the David Douglas School Board and Chapter #40 of the Oregon School Employees Association.

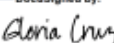
### Signatures


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O.S.E.A Chapter President  
Negotiation Team

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O.S.E.A Negotiation Team

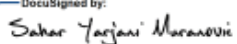
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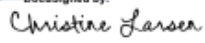
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Board Chair  
David Douglas School District

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Board Negotiations Committee Member

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Superintendent

**Appendix A - Classified Salary Schedule – 2021-22**

2021-22 Classified Salary Schedule										
Class	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
6	\$0.00	\$14.81	\$15.40	\$16.02	\$16.66	\$17.33	\$18.02	\$18.74	\$19.49	\$20.27
7	\$0.00	\$15.40	\$16.02	\$16.66	\$17.33	\$18.02	\$18.74	\$19.49	\$20.27	\$21.08
8	\$0.00	\$16.02	\$16.66	\$17.33	\$18.02	\$18.74	\$19.49	\$20.27	\$21.08	\$21.92
9	\$0.00	\$16.66	\$17.33	\$18.02	\$18.74	\$19.49	\$20.27	\$21.08	\$21.92	\$22.80
10	\$0.00	\$17.33	\$18.02	\$18.74	\$19.49	\$20.27	\$21.08	\$21.92	\$22.80	\$23.71
11	\$0.00	\$18.02	\$18.74	\$19.49	\$20.27	\$21.08	\$21.92	\$22.80	\$23.71	\$24.66
12	\$0.00	\$18.74	\$19.49	\$20.27	\$21.08	\$21.92	\$22.80	\$23.71	\$24.66	\$25.65
13	\$0.00	\$19.49	\$20.27	\$21.08	\$21.92	\$22.80	\$23.71	\$24.66	\$25.65	\$26.67
14	\$0.00	\$20.27	\$21.08	\$21.92	\$22.80	\$23.71	\$24.66	\$25.65	\$26.67	\$27.74
15	\$0.00	\$21.08	\$21.92	\$22.80	\$23.71	\$24.66	\$25.65	\$26.67	\$27.74	\$28.85
16	\$0.00	\$21.92	\$22.80	\$23.71	\$24.66	\$25.65	\$26.67	\$27.74	\$28.85	\$30.01
17	\$0.00	\$22.80	\$23.71	\$24.66	\$25.65	\$26.67	\$27.74	\$28.85	\$30.01	\$31.21
18	\$0.00	\$23.71	\$24.66	\$25.65	\$26.67	\$27.74	\$28.85	\$30.01	\$31.21	\$32.45
19	\$0.00	\$24.66	\$25.65	\$26.67	\$27.74	\$28.85	\$30.01	\$31.21	\$32.45	\$33.75
20	\$0.00	\$25.65	\$26.67	\$27.74	\$28.85	\$30.01	\$31.21	\$32.45	\$33.75	\$35.10

Journeyman Trades:(Plumber/Electrician/HVAC)	\$38.83 hourly
Journeyman Mechanic	\$35.29 hourly

2021-22			
	Exempt 1	Exempt 2	Exempt 3
Step 1	\$65,285	\$75,087	\$81,129
Step 2	\$66,917	\$76,965	\$83,156
Step 3	\$68,590	\$78,889	\$85,236
Step 4	\$70,305	\$80,862	\$87,366
Step 5	\$72,063	\$82,885	\$89,550
Step 6	\$73,864	\$84,956	\$91,789
Step 7	\$75,711	\$87,080	\$94,084

**Appendix A1 - Classified Salary Schedule – 2022-23**

2022-23 Classified Salary Schedule										
Class	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
6	\$0.00	\$15.18	\$15.79	\$16.42	\$17.08	\$17.76	\$18.47	\$19.21	\$19.98	\$20.78
7	\$0.00	\$15.79	\$16.42	\$17.08	\$17.76	\$18.47	\$19.21	\$19.98	\$20.78	\$21.61
8	\$0.00	\$16.42	\$17.08	\$17.76	\$18.47	\$19.21	\$19.98	\$20.78	\$21.61	\$22.47
9	\$0.00	\$17.08	\$17.76	\$18.47	\$19.21	\$19.98	\$20.78	\$21.61	\$22.47	\$23.37
10	\$0.00	\$17.76	\$18.47	\$19.21	\$19.98	\$20.78	\$21.61	\$22.47	\$23.37	\$24.31
11	\$0.00	\$18.47	\$19.21	\$19.98	\$20.78	\$21.61	\$22.47	\$23.37	\$24.31	\$25.28
12	\$0.00	\$19.21	\$19.98	\$20.78	\$21.61	\$22.47	\$23.37	\$24.31	\$25.28	\$26.29
13	\$0.00	\$19.98	\$20.78	\$21.61	\$22.47	\$23.37	\$24.31	\$25.28	\$26.29	\$27.34
14	\$0.00	\$20.78	\$21.61	\$22.47	\$23.37	\$24.31	\$25.28	\$26.29	\$27.34	\$28.44
15	\$0.00	\$21.61	\$22.47	\$23.37	\$24.31	\$25.28	\$26.29	\$27.34	\$28.44	\$29.57
16	\$0.00	\$22.47	\$23.37	\$24.31	\$25.28	\$26.29	\$27.34	\$28.44	\$29.57	\$30.76
17	\$0.00	\$23.37	\$24.31	\$25.28	\$26.29	\$27.34	\$28.44	\$29.57	\$30.76	\$31.99
18	\$0.00	\$24.31	\$25.28	\$26.29	\$27.34	\$28.44	\$29.57	\$30.76	\$31.99	\$33.27
19	\$0.00	\$25.28	\$26.29	\$27.34	\$28.44	\$29.57	\$30.76	\$31.99	\$33.27	\$34.60
20	\$0.00	\$26.29	\$27.34	\$28.44	\$29.57	\$30.76	\$31.99	\$33.27	\$34.60	\$35.98

Journeyman Trades:(Plumber/Electrician/HVAC)	\$39.80 hourly
Journeyman Mechanic	\$36.17 hourly

2022-23			
	Exempt 1	Exempt 2	Exempt 3
Step 1	\$66,917	\$76,965	\$83,157
Step 2	\$68,590	\$78,889	\$85,235
Step 3	\$70,305	\$80,861	\$87,367
Step 4	\$72,062	\$82,884	\$89,550
Step 5	\$73,864	\$84,957	\$91,789
Step 6	\$75,710	\$87,080	\$94,083
Step 7	\$77,603	\$89,257	\$96,436

**Appendix B - Classified Classification Chart & Bumping Order**

<b>CLASSIFICATION</b>	<b>POSITION</b>	<b>SCHEDULE</b>
<b>Accounting Analyst</b>	<b>Accounting Analyst</b>	<b>EX1</b>
<b>Budget and Staffing Analyst</b>	<b>Budget and Staffing Analyst</b>	<b>EX1</b>
<b>Accounting Clerks</b>		
Accounting Clerk V	Payroll Specialist	20
Accounting Clerk IV	Senior Accounts Payable	17
Accounting Clerk III	Account Payable	15
Accounting Clerk III	Purchasing	15
Account Clerk II	Accounts Receivable	13
<b>Attendance Specialist Career, College &amp; Community</b>	<b>Attendance Specialist Career, College &amp; Community - HS</b>	<b>18</b>
<b>Childcare</b>		
Childcare Specialist		9
Childcare Specialist Assistant		8
<b>Clerical Assistant</b>		
Clerical Assistant V	Transportation	15
Clerical Assistant IV		
Clerical Assistant III	Office Clerk	9
Clerical Assistant II	Bookroom	9
Clerical Assistant I	Clerical Support	7
<b>Clerks</b>		
Clerk V	Meal Application	14
	HR Assistant	14
Clerk IV.5	Bookkeeper-HS	13
	Printing/Production	13
Clerk IV	Student Evaluation Clerk	12
Clerk III	Counseling & Registrar	11
	Student Services	11
	Switchboard	11
	Title I & II	11
	Student Evaluation	
	Center Clerk	11
Clerk II	HS-S	10

<b>CLASSIFICATION</b>	<b>POSITION</b>	<b>SCHEDULE</b>
Clerk I	Receptionist-HS	10
	Registrar Assistant	9
	EI/ECSE Intake Asst.	9
Clerk	Library	9
	Registrar	9
	Printing/Production Asst.	8
<b>Custodians</b>		
Custodian V.5	Head Custodian-HS-N	18
Custodian V		17
Custodian IV		15
Custodian III	Head Custodian-Elem	14
Custodian II	Night Lead Custodian-HS	14
	Day, Night Lead, Swimming Pool & Night - HS	13
Custodian I	Itinerant, Night	12
<b>Food Service</b>		
Cook V	Baker	16
Cook III	Head-HS	13
Cook II.5	Head-FR	12
Cook II	Baker's Assistant	11
	Head-MS	11
Cook I	Head-Elem	10
Cook's Helper III	HS	8
Cook's Helper II		7
Cook's Helper I		7
Nutrition Services Cashier		7
<b>Grant Writer &amp; Manager</b>	<b>Grant Writer &amp; Manager</b>	<b>EX3</b>
<b>Graphic Artist</b>	<b>Graphic Artist</b>	<b>14</b>
<b>Grounds</b>		
Grounds III	Grounds III	18
Grounds II	Grounds II	16
Grounds I	Grounds I	13
<b>Health Assistant</b>		<b>9</b>
<b>HR Tech/Data Security Coordinator</b>		<b>17</b>

<b>CLASSIFICATION</b>	<b>POSITION</b>	<b>SCHEDULE</b>
<b>In-School Suspension Monitor</b>		
	High School	11
	Middle School	8
<b>Instructional Assistants</b>		
Instructional Assistant III	Life Skills	10
	SLP-B	10
	SLP-A	10
	SPED-Itinerant	10
	Autism	10
	CTP	10
Instructional Assistant II	Computer Lab	9
Instructional Assistant I		8
	Early Childhood Special Education	8
	ESL/ELD	8
	Kindergarten	8
	Pre-School	8
	Learning Specialist Assistant	8
	Testing Support	8
	Speech & Language	8
<b>Leave Coordinator</b>	<b>Leave Coordinator</b>	<b>EX1</b>
<b>Library Media Assistant</b>		
Library Media Assistant II	Elementary	10
Library Media Assistant I	Middle School	8
<b>Maintenance</b>		
Maintenance VI	Electrical	JM
Maintenance VI	HVAC	JM
Maintenance VI	Plumber	JM
Maintenance V	Pool Facility	18
Maintenance IV	General	17
Maintenance III		16

CLASSIFICATION	POSITION	SCHEDULE
Maintenance I		15
Media Technician		17
Media/Instruct. Specialist		15
Multicultural Liaison/Interp.-MECP		8
Multicultural Liaison-DO		10
Certified Occupational Therapy Assistants		18
Certified Physical Therapy Assistants		18
Certified Speech & Language Path. Assistants		18
School Based Tech Support Assistant		10
School to Work Liaison		12
Scots Center Coordinator		9
<b>Secretary</b>		
	HR Admin Specialist- MECP	19
Secretary V	High School Secretary	17
Secretary IV.5	HR Admin Asst-Classified	16
	HR Admin Asst-Licensed	16
	Operations/Utility Resources	16
Secretary IV	FR, MS & Student Services	15
	Communication	14
	Curriculum	14
	Early Childhood Program	14
	Elementary	14
	Meal Application	14
	Nutrition Service	14
	Office of ESL Prog. & Equity	14
	Special Projects	14
Secretary II.5	Asst. Principal - HS	13
	Registrar-HS	13
	Virtual On-Line Head	
	Secretary K-12	13
Secretary II	Asst. Principal - HS	12
	Asst. Principal-HS-N	12

<b>CLASSIFICATION</b>	<b>POSITION</b>	<b>SCHEDULE</b>
Secretary II (cont.)	Asst. Principal-HS-S	12
	Athletics & Activities	12
	Attendance-MS	12
	College and Career	12
	Dean of Students	12
	Counseling-HS	12
	Aquatics	12
	Special Education	12
Secretary I	Counseling & Records-MS	11
	Records-Elementary	11
	Records-HS	11
	Records Clerk-NP	11
	Attendance	11
<b>Security</b>		
Campus Security Monitor III	HS Lead	17
Campus Security Monitor II	HS & FR	16
Campus Security Monitor I	MS & FR	11
<b>Student Info Admin &amp; Data Analyst</b>	<b>Student Info Admin &amp; Data Analyst</b>	<b>EX2</b>
<b>System Analyst</b>	<b>System Analyst</b>	<b>EX2</b>
<b>Technology Services</b>		
	Data & Student Info Spec.	19
	Hardware/Software Tech	19
	Programmer Analyst	19
	Digital	
	MultiMed/Content Spec.	18
	Help Desk IT	16
	Tech Support Specialist	10
<b>Theater Technician</b>		<b>16</b>
<b>Transportation-Drivers</b>	School Bus Relief Driver	14
	School Bus Driver	13



<b>CLASSIFICATION</b>	<b>POSITION</b>	<b>SCHEDULE</b>
Transportation-Drivers (cont.)	Type 10 class C Driver	10
<b>Transportation-Mechanics</b>		
	Bus Mechanic I	18
	Bus Mechanic	
	Apprentice	12
<b>Transportation-Office</b>		
	Routing & Dispatch Specialist II	15
	Driver Trainer	14
	Routing & Dispatch Specialist I	14
	Driver Trainer, Asst	13
<b>Transportation-Bus Assistants</b>		
	SPED	9
	Chaperone	7
	Safety Monitor	7
<b>Transportation-Video</b>		
	Lead	8
	Assistant	7
<b>Vocal Musical Assistant-HS</b>		<b>10</b>
<b>Vocation Tech. Service Coordinator</b>		<b>12</b>
<b>Warehouse</b>		
	Warehouse Lead	15
	Warehouse/Courier	
	Worker	13
	Nutrition Service	
	Delivery Driver	13

**Appendix C - Grievance Record**

(For use at Level 1 - Step 2 - Formal Conference)

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_  
Building: \_\_\_\_\_ Assignment \_\_\_\_\_  
Name of Supervisor: \_\_\_\_\_ School Tel. # \_\_\_\_\_  
Date of alleged violation of Agreement or misinterpretation of policy or regulation: \_\_\_\_\_

Article of Agreement allegedly violated or policy or regulation misinterpreted: \_\_\_\_\_

Statement of the grievance: \_\_\_\_\_

Nature and extent of the injury or loss involved: \_\_\_\_\_

Remedy sought \_\_\_\_\_

\_\_\_\_\_  
(Signature - Grievant)

Formal Conference Held - Date: \_\_\_\_\_

Disposition by: Supervisor \_\_\_\_\_ Date answered: \_\_\_\_\_

\_\_\_\_\_  
(Signature - Supervisor)

Disposition of Grievance:

- (a) I accept Supervisor's answer \_\_\_\_\_
- (b) I appeal Supervisor's answer to Level 3 \_\_\_\_\_

Signature, Grievant: \_\_\_\_\_

Signature, Association Rep. present: \_\_\_\_\_

**Appendix C-1 - Grievance Appeal**

Grievance No. \_\_\_\_\_ Name of Grievant: \_\_\_\_\_  
Date Appeal Filed: \_\_\_\_\_ Building: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Article of Agreement allegedly violated or policy on regulation misinterpreted: \_\_\_\_\_  
Statement of the grievance: Nature and extent of injury or loss involved: \_\_\_\_\_  
Reasons why supervisor's decision at Level 2, Step 1 is unacceptable \_\_\_\_\_  
Remedy sought: \_\_\_\_\_  
  
\_\_\_\_\_

(Signature-Association Rep. if present)

(Signature - Grievant)

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Appeal received: \_\_\_\_\_ Date of Level 3 Meeting: \_\_\_\_\_  
Present (Name): \_\_\_\_\_  
Decision of Superintendent: \_\_\_\_\_  
  
\_\_\_\_\_

Disposition of Grievance:  
(a) I accept Superintendent's answer \_\_\_\_\_  
(b) I appeal Superintendent's answer to Level 4

# Memorandum of Understanding between David Douglas School District No. 40 and Oregon School Employees Association

David Douglas Subcontracting

By signing this Memorandum of Understanding, both the Board of Directors of David Douglas School District No. 40 and Oregon School Employees Association agree that:

1. The District Agrees to not subcontract for an entire Classification Group during the length of this specific bargaining agreement. For example, Transportation Department, Food Services, Custodial, etc. At the end of this bargaining agreement June 30, 2025, this MOU will be removed from the bargaining agreement, and will not be part of the status quo.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Chapter President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Memorandum of Understanding between the  
David Douglas School District No. 40 and  
Oregon School Employees Association, Chapter 40**

The District and the Union agree that the benefits outlined in the Appendix A to this Memorandum of Understanding will continue to be provided to the following employees except that these benefits in Appendix A will expire when these specific employees either resign, retire or their employment in the position ends for any reason:

Colleen Hathaway:  
John Lynch:  
Christopher Rears:

Any future employees hired into these positions will receive the same benefits as all Classified Employees covered under this Collective Bargaining Agreement

**Union:**

Melissa Reeves 12-7-17

Melissa Reeves Date  
President Chapter 40

Hal Meyerdierk 12-7-17

Hal Meyerdierk Date  
OSEA Field Representative

**For the District:**

Ken Richardson 12-7-17

Ken Richardson Date  
Superintendent

Christine Larsen 12/7/17

Christine Larsen Date  
Board Chair

[Appendix A link](#)