

COLLECTIVE BARGAINING AGREEMENT

between

David Douglas School District No. 40

and

Oregon School Employees Association Chapter 40

July 1, 2014 – June 30, 2017

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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".

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 designate both sexes. If the male gender is listed, it shall be construed to include both male and female 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 non-recurring 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.

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.

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 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. Upon request the District shall provide the chapter president with a monthly notification of all new classified employees which include their position, employment status, work site and contact information.

The Chapter shall notify the Board of those persons selected as building representatives. Building representatives shall be allowed time off their regular work, with pay, to attend grievance meetings and/or serve as employee representatives when such meetings are scheduled by the district during work hours.

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.

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 found to be invalid shall be deleted from this agreement.

Article 6 - Job Reclassification

All requests from individual employees in the bargaining unit for job reclassification or job evaluation will be directed to the director of human resources 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 \$15,000 annually in professional development funds during the 2014-2015, 2015-2016 and 2016-2017 years.
- B. From the \$15,000 professional development fund, individual employees are eligible for up to \$900 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.
- 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 2 hours. Any position 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. 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 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 hours X Leave Factor = Leave Accrual)

The leave factor will be calculated according to the following formula:
(Average Hours Per Day / 8 = Leave Factor)

The average hours per day will be calculated according to the following formula:
(Average Hours per day = Total contract hours / Total contract Days)

1. If the illness or injury is compensable from the workman's 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.
 - a. 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 husband, wife, domestic partner, child, foster child, mother, father and legal ward.
2. **Emergency and personal business leave** – a maximum of five (5) days paid shall be available as non-accumulative leave per fiscal year for any of the following reasons:
 - a. Two (2) days from the total of five (5) 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. 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 keep 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.

c. 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

d. Illness, injury or death in the employee's family. Personal business leave below may be used for the death of an individual other than immediate family. 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.

e. 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.

3. Compassionate leave – a maximum of two (2) days nonaccumulative leave per fiscal year for absences due to critical illness, or injury or death in other than the employee's immediate family. This leave requires advance approval of the department head or the principal.

4. **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 regular jury or witness fee in excess of fifty dollars (\$50) per day will be deducted from the district payment.

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.

5. **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.
6. **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.

B. 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.

Voluntary leave – a maximum of up to one (1) year for approved travel, education, rest or recuperation or because of extended illness or injury.

- C. **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 his duties because of illness or temporary disability, or where attendance is exceedingly irregular or where an employee exhausts his 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 his 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 his designee his or her 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.

- D. **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 7-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 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 personal business leave, in 4 hour increments up to 8 hours, to a common bank.

1. The cumulative number of donated days shall not exceed 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.

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:* counsel or other person of their choice designated in writing by the staff member involved.
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 or other person of their choosing 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 his designee.

If the aggrieved is not satisfied with the decision on Level 3 (Superintendent's Level), he may submit his 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 his decision in writing to the aggrieved within five (5) days after the meeting.
2. If the aggrieved remains unsatisfied, he 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 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	10	6.66
4	10	6.66
5	11	7.33
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 not 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:

<div>Total numbers of compensable hours in fiscal year X 6% hourly rate</div>

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 full-time classified employee who has either.

1. Been in the District ten (10) years or more (including 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. (including 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:

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

Article 17 – Workdays

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 40 hour work week. Employees working less than 40 hours will be a fraction of an FTE.

If an employee is required to report to work outside of their normal work hours, compensation will be for a minimum of two (2) hours.

Any time 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.

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

- A. Employees who work 4 hours or more but up to 6 hours will receive a 15-minute break.
- B. Employees who work more than 6 hours but up to 8 hours will receive one 15-minute break and one 10 minute break during their shift as well as a duty-free 30-minute unpaid lunch break.
- C. Employees who work 8 hours up to 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 hrs, 59 mins or less	0	0	0
4 hrs – 6 hrs	0	1	0
6 hrs, 1 min – 7 hrs, 59 mins	1	1	1

8 hrs – 10 hrs	0	2	1
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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 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 for up to a total of two days. If days are added to make up for school closure days, employees who were paid but did not work will be required to work two days without additional compensation.

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 may use their two days of school closure time in increments of no less than one hour, for work time missed during the late start 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.

Article 18 – Safety

The District will organize a safety committee at each school 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. 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.

The District Employee Handbook, as well as building handbooks, shall contain safety information regarding workers compensation and the process for filing a worker's 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 to have an examination, the District will select the medical practitioner, pay for the examination and have the findings reported to the superintendent.

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

Article 20 - Transportation

1. All trips shall be posted in the Drivers Room by 12 noon on any given Thursday for the following week. 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.
2. Trips received after the posting time, but before bid time, will be posted on the list in the Drivers' Room.
3. Activity, mid-day and Kindergarten 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 their week off or 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. As the field trip selection goes through the seniority rotation process (each driver picking from the weeks trip list) if the next driver to select has a trip on the same day and time, the driver may elect to highlight their name. A highlighted name saves the rotation place and is available for any late arrival or turned back trip. When finished with the seniority list we will start a new one and number them (1, 2, 3 etc.) till trips are all bid out.
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 or route 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 deleted from that rotation.
8. Trips that are cancelled then rescheduled for the following week, or later, shall be on the next 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. (or will be yellowed for another available trip, but is not yellowed if they choose not to take, unless they are unable to take it because of a scheduled trip.)
9. It is the drivers' responsibility in selection trips to keep an accurate record of their hours. Hours are not to exceed forty (40) hours per week. Drivers may check their hours with the office at any time.

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:

- 1st time: Verbal warning and noted in record
- 2nd time: Trips denied for one (1) week's posting
- 3rd 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 trip is cancelled, the assigned driver becomes the first driver available for the late arrival or turned back trip for the particular week.

13. If a problem arises it will be addressed and resolved immediately.

14. 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. 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.)

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 have not completed the six-month probationary period.

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, 1. identifies deficiencies, 2. Identifies expected standards to be met 3. provides suggestions or strategies or assistance to rectify the deficiencies and 4. 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.

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 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, he/she will be dropped at age sixty-five (65); 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.

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.

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.

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

Article 25 - Paid Holidays

Employees working less than 258 work days who are paid on an hourly basis shall be paid for five (5) holidays that occur during the school year. The five (5) holidays are: Labor Day, Veterans' Day, Thanksgiving Day, Presidents' Day, and Memorial Day. Employees who work 258 or more days will also be paid for Independence Day, Christmas Day, and New Year's Day. Other holidays may be granted at the Superintendent's discretion.

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 be paid for the holiday, 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.

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

Article 26 - Fringe Benefits

For the duration of this agreement (October 16, 1, 2014-June 30, 2017) the District contribution will increase one time on July 1, 2014, by \$25.00 for single, two party and employee child, and \$30.00 for full family. District contributions shall be applied toward purchase of district-approved medical, dental, vision and term life insurance. 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.

The district will contribute a portion of the insurance premium for employees working less than full-time, but not less than four (4) hours per day. The district's contribution will be prorated for employees less than 40 hours per week using the annual insurance cap under the terms of this agreement.

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.

Article 27 - Salary Plan

- A. The salary schedule shall be increased 2% beginning on July 1, 2014 for the 2014-15 school year. The salary schedule shall be increased by 2% beginning on July 1, 2015 for the 2015-16 school year. The salary schedule shall be increased by 2% beginning on July 1, 2016 for the 2016-17 school year.
- B. The bargaining unit classifications for 2014-2017 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).
- 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. If an employee is promoted, reclassified and temporarily assigned upward, he will go to the step at that level which is more than his current step plus one step. 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 his previous position.
- F. Personnel substituting in a higher classification will be paid at the higher level for any time in excess of five (5) consecutive days.
- G. A \$500 bonus will be paid to employees holding a valid journeyman's card or its equivalent for their current position. An equivalent card is defined as an advanced license earned through additional training for their current position. The equivalency determination will be made by the Director of Human Resources in consultation with the employee's supervisor. His/her decision will be final and is not subject to the grievance procedure.
- H. Effective July 1, 1994, employees will pay their required portion of PERS contributions.
- I. The District and the Union agree to re-index the salary schedule and that the re-indexed salary schedule will serve as the starting point for applying COLA and adding steps for 2014-15. Beginning with the 2014-2015 salary schedule, two steps will be added to the schedule (Step G and Step H). Step G shall be indexed to be 2.25% more than Step F and Step H shall be indexed to be 2.25% more than Step G.

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 - 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, 2017, 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 31 - Closing

Executed this October 16, 2014, in Portland, Oregon, by the undersigned officers by the authority of and on behalf of the David Douglas School Board and Chapter 40 of the Oregon School Employees Association.

For the
David Douglas Chapter, O.S.E.A.

O.S.E.A. Chapter President
Negotiation Team Member

O.S.E.A. Negotiation Team

O.S.E.A. Negotiation Team

O.S.E.A. Negotiation Team

O.S.E.A. Negotiation Team

O.S.E.A. Negotiation Team

O.S.E.A. Negotiation Team

For the
David Douglas School Board

School Board Chair
Negotiations Committee Member

Board Negotiations Committee Member

Board Negotiations Committee Member

Board Member

Board Member

Board Member

Superintendent

Appendix A – 2014-2017 Classified Salary Schedule

2014-15 Salary Schedule								
Class	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Class 6	12.15	12.72	13.32	13.94	14.55	15.18	15.52	15.87
Class 7	12.68	13.28	13.90	14.55	15.18	15.84	16.20	16.56
Class 8	13.24	13.84	14.46	15.11	15.74	16.39	16.75	17.13
Class 9	13.82	14.44	15.09	15.77	16.42	17.09	17.48	17.87
Class 10	14.48	15.10	15.74	16.41	17.06	17.75	18.15	18.55
Class 11	15.13	15.78	16.45	17.15	17.83	18.55	18.96	19.39
Class 12	15.81	16.48	17.17	17.89	18.58	19.29	19.73	20.17
Class 13	16.54	17.22	17.92	18.66	19.36	20.08	20.54	21.00
Class 14	17.28	17.97	18.69	19.44	20.16	20.90	21.37	21.85
Class 15	18.07	18.79	19.53	20.30	21.04	21.81	22.30	22.81
Class 16	18.87	19.60	20.35	21.14	21.90	22.69	23.20	23.72
Class 17	19.71	20.45	21.22	22.01	22.78	23.58	24.11	24.66
Class 18	20.59	21.36	22.15	22.96	23.76	24.58	25.13	25.70
Class 19	21.48	22.27	23.10	23.95	24.78	25.63	26.21	26.80
Class 20	22.40	23.23	24.09	24.98	25.84	26.74	27.34	27.95

2015-16 Salary Schedule								
Class	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Class 6	12.39	12.97	13.58	14.22	14.84	15.48	15.83	16.19
Class 7	12.93	13.54	14.18	14.84	15.49	16.16	16.52	16.89
Class 8	13.51	14.12	14.75	15.42	16.05	16.71	17.09	17.47
Class 9	14.09	14.73	15.39	16.08	16.74	17.43	17.83	18.23
Class 10	14.77	15.40	16.05	16.74	17.41	18.10	18.51	18.93
Class 11	15.44	16.09	16.78	17.49	18.19	18.92	19.34	19.78
Class 12	16.13	16.81	17.51	18.25	18.95	19.68	20.12	20.58
Class 13	16.87	17.56	18.28	19.03	19.74	20.49	20.95	21.42
Class 14	17.62	18.33	19.06	19.82	20.56	21.32	21.80	22.29
Class 15	18.43	19.16	19.92	20.71	21.46	22.25	22.75	23.26
Class 16	19.25	19.99	20.76	21.56	22.34	23.14	23.66	24.19
Class 17	20.11	20.86	21.64	22.45	23.24	24.05	24.60	25.15
Class 18	21.01	21.78	22.59	23.42	24.23	25.07	25.63	26.21
Class 19	21.91	22.72	23.56	24.43	25.27	26.15	26.73	27.34
Class 20	22.85	23.70	24.57	25.48	26.36	27.27	27.88	28.51

2016-17 Salary Schedule								
Class	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Class 6	12.64	13.23	13.86	14.51	15.14	15.79	16.15	16.51
Class 7	13.19	13.81	14.46	15.14	15.80	16.48	16.85	17.23
Class 8	13.78	14.40	15.05	15.73	16.37	17.05	17.43	17.82
Class 9	14.37	15.02	15.70	16.40	17.08	17.78	18.18	18.59
Class 10	15.07	15.71	16.37	17.07	17.75	18.46	18.88	19.30
Class 11	15.75	16.41	17.11	17.84	18.55	19.30	19.73	20.17
Class 12	16.45	17.14	17.86	18.61	19.33	20.07	20.53	20.99
Class 13	17.21	17.91	18.65	19.41	20.14	20.90	21.37	21.85
Class 14	17.98	18.70	19.44	20.22	20.97	21.75	22.23	22.74
Class 15	18.80	19.54	20.32	21.12	21.89	22.69	23.20	23.73
Class 16	19.63	20.39	21.18	21.99	22.78	23.60	24.13	24.68
Class 17	20.51	21.28	22.08	22.90	23.71	24.54	25.09	25.65
Class 18	21.43	22.22	23.04	23.89	24.72	25.57	26.14	26.73
Class 19	22.35	23.17	24.03	24.92	25.78	26.67	27.27	27.88
Class 20	23.31	24.17	25.06	25.99	26.89	27.82	28.44	29.08

Appendix B - Bargaining Unit Classification Schedule

Account Clerk I	12
Account Clerk II	13
Account Clerk III	15
Account Clerk IV	17
Account Clerk V	20
Audio Visual Technician	15
Baker's Assistant	11
Bus Video Assistant	07
Bus Video Lead	08
Bus Safety Monitor	07
Bus Chaperone/Spec Ed Assist	07
Bus Driver I	11
Bus Driver Trainer, Assistant	12
Bus Driver Trainer Lead	14
Campus Monitor I: MS	11
Campus Security Monitor II: HS	16
Campus Security Monitor III – Lead: HS	17
Chief Cook	10
Child Care Specialist, Assistant	07
Child Care Specialist	08
Clerical Assistant - SEC	08
Clerical Assistant	06
Clerical Assistant - Transportation	13
Clerk I	09
Clerk II	10
Clerk III	11
Clerk IV	12
Clerk V	14
Community Liaison	10
Computer Lab Assistant: Elementary	10
Computer Lab Assistant: High School	09
Computer Programmer	18
Cooks Helper I	06
Cooks Helper II	07
Cooks Helper III: HS	08
Cook I	10
Cook II	11
Cook III	13
Custodian I	12

Custodian II	13
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Appendix B - Bargaining Unit Classification Schedule (cont.)

Custodian III.....	14
Custodian IV	15
Custodian V	17
Dispatcher I	13
Dispatcher II.....	14
Digital Multimedia Content Manager	18
Delivery/Courier	13
Food Service Cashier	06
Graphic Artist.....	14
Grounds I.....	13
Grounds II	14
Grounds III.....	18
Head Baker.....	16
Health Assistant	09
Instructional Assistant	07
Instructional Assistant (paraprofessional certified)	08
Instructional Assistant: School to Work	11
Instructional Materials/Media Specialist	15
Interpreter EI/ECSE	10
Library Media Assistant	09
Maintenance I.....	15
Maintenance III	16
Maintenance IV	17
Maintenance V	18
Maintenance Lead Computer/Network Technician....	19
Mechanic I.....	17
Mechanic II	18
Media Technician: High School.....	17
Multicultural Liaison: High School	09
Occupational / Physical Therapy Assistant	18
Printing Clerk	13
Receptionist HS.....	10
School Nurse	14
Secretary I	11
Secretary II	12
Secretary III.....	14
Secretary IV	15
Secretary V.....	17

Speech & Language Therapy Assistant	18
Storekeeper.....	10
Appendix B - Bargaining Unit Classification Schedule (cont.)	

Student-Based Technology Support Assistant	10
Switchboard/Receptionist	11
Theatre Technician.....	16
Warehouse Worker.....	13
Warehouse Lead.....	15

Appendix C - Classification Bumping Order

	Maintenance	Grounds	Transportation	Custodian
20				
19	Lead Computer/Network Tech			
18	*Maintenance V Electrician – Lead Repair Plumber – Lead HVAC - Lead	Groundswoker III	Mechanic II	
17	*Maintenance IV Boiler Repair Tech Lead Painter		Mechanic I	Custodian V Head Custodian – HS
16	*Maintenance III - Carpenter Copier Repair/A-V Repair Asst. Electronic Tech/AV HVAC Tech Plumber Welder			
15	*Maintenance I Painter			Custodian IV Head Custodian – MS Custodian - DO Warehouse Lead
14		Grounds worker II	Dispatcher II Lead Bus Driver Trainer	Custodian III Head Custodian – Elem Night Lead Custodian HS/FR/NP
13		Groundswoker I	Dispatcher I	Custodian II Night Lead Custodian – MS/HS Delivery Courier Warehouse Worker
12			Bus Driver Trainer Asst.	Custodian I Night Custodian – Elem/HS
11			Bus Drivers	
10				
9				
8			Bus Video Lead	
7			Bus Safety Monitor Bus Special Ed Chaperone Bus Video Assistant	
6				
5				
4				
3				

2				
1				

*No bumping within a class

Appendix C - Classification Bumping Order (cont.)

	Secretary/Clerk	Accounting	Other	Food Service
20		Accounting Clerk V Lead Accountant		
19				
18			Computer Programmer Occup/Phys Therapy Asst Speech/Lang Therapy Asst Speech/Lang Therapy Asst EI/ECSE Licensed Physical Therapy Asst EI/ECSE School Nurse Digital Multimedia/ Content Manager Vocational/Technical Transition Service Coord.	
17	Secretary V High School	Accounting Clerk IV	HS Lead Campus Security Monitor III Media Technician: HS.	
16			HS Campus Security Monitor II Computer-Network Tech *Theatre Technician	Head Baker
15	Secretary IV Middle School Fir Ridge Student Services	Accounting Clerk III Accounts Payable Classified/Trans Payroll	Audio Visual Technician *Purchasing Agent Instruct. Materials/Media Specialist	
14	Secretary III Secretary III EI/ECSE Curriculum Elementary/NP Nutrition Services Maintenance Secretary Special Projects Clerk V		*Graphic Artist	
13	Bookkeeper - HS	Accounting Clerk II Accounts Receivable	Printing Clerk	Cook III High School
12	Secretary II Asst. Principal MS Asst. Principal-Attend Athletics/Activities Counseling: HS Registrar Clerk IV Human Resources Records Clerk - HS	Accounting Clerk I	School-to-Wrk Liaison-FR	
11	Secretary I Counseling/Records MS		MS Campus Monitor I Instructional Asst:	Cook II Middle School

	Clerk III Attendance Pool Switchboard/Receptionist School to Work Counseling/Registrar		School-to-Work	Baker's Assistant
10	Clerk II Special Ed Diagnostic/Records Records Manager Receptionist HS		Community/Multicultural Liaison Computer Lab Asst Elem Student-Based Technology Support Assistant Interpreter EI/ECSE	Cook I Elementary Chief Cook
9	Clerk I Clerical Asst III EI/ECSE Office Asst II (Medicaid) Bookkeeper Asst Registrar Asst Records Clerk –Elem/FR		Computer Lab Asst: HS HS Multicultural Liaison Health Assistant Library Media Asst	
	Secretary/Clerk	Accounting	Other	Food Service
8			Child Care Specialist Instructional Asst: (Paraprof cert.) Clerical Asst: SEC Clerical Asst: HS-N Bilingual Instructional Asst Instruct. Asst – Special Ed. (Paraprofessional certified) EI/ECSE	Cook's Helper III
7			Child Care Specialist Asst Instructional Assistant	Cook's Helper II
6			Clerical Assistant	Cooks' Helper I Food Service Cashier

Appendix D - 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 D-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)

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, 2017, this MOU will be removed from the bargaining agreement, and will not be part of the status quo.

Superintendent

Chapter President

Date

Date