



Collective Bargaining Agreement  
between  
Pendleton School District 16R  
and  
Oregon School Employees Association  
Chapter 115  
2020 - 2021

OSEA Chapter 115 Contract 2020-2021  
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## CLASSIFIED EMPLOYEES CONTRACT 2020 - 2021

### PREAMBLE

This agreement is entered into this 1st day of July 2020 by and between School District 16R, Umatilla County, Oregon, hereinafter called the "District" and the Oregon School Employees Association, Chapter 115, hereinafter called the "Association".

### ARTICLE 1: RECOGNITION

- 1.1 The Association is recognized as the sole and exclusive bargaining agent for all classified employees within Pendleton School District 16R. Such representation shall exclude those employees who are confidential, managerial or supervisory within the meaning of ORS 243.650 (14), substitute and temporary.
- 1.2 For the purpose of this agreement, substitute employees are those employees replacing regular employees on excused absences (i.e. sick leave, vacation, etc.). No position shall be filled by a substitute employee for a period greater than thirty (30) working days in a fiscal year except for any one of the following conditions:
  - A. The position is temporarily vacant due to an employee's absence because of an injury or illness compensable under the worker's compensation laws, or
  - B. An employee being absent from either injury or illness where the employee has accumulated sick leave in excess of thirty (30) working days, or
  - C. An employee being on leave greater than thirty (30) working days.

The individual who fills a given position as a substitute may fill other positions during the fiscal year with the 30 day limit for each specific assignment and with the above listed exceptions in subsections A, B, and C.

- 1.3 Temporary employees are defined as those classified personnel, other than newly created positions, who are employed for:
  - A. A seasonal position; or
  - B. An overload condition not to exceed sixty (60) calendared working days;Or
  - C. A specific task not regularly assigned to classified personnel.

## ARTICLE 2: MANAGEMENT

- 2.1 Except as otherwise specifically limited by the terms of this agreement, the District retains, without limitation, all powers, rights, authorities, duties and Responsibilities conferred upon and invested in it by the laws and the constitution of the state of Oregon and of the United States, and all customary and usual rights and authority connected with or in any way incidental to its responsibilities to manage the affairs of the District. The rights of the employees in the bargaining unit and the Association are limited to those specifically set forth in this Agreement. All subjects not specifically addressed herein are closed to further bargaining for the term hereof, except those subjects of mandatory bargaining where the District proposed to change the status quo, as defined by the Employment Relations Board.
- 2.2 Without limitation, but by the way of illustration, the exclusive prerogatives, functions and rights of the District shall include the following except as otherwise specifically provided in this Agreement:
- A. To determine the services to be rendered to the citizens of the District.
  - B. To determine and execute the District's financial budgetary and accounting procedures.
  - C. To direct, supervise all operations, functions, and policies in which the employees in the bargaining unit are employed.
  - D. To manage and direct the work force, included but not limited to the right to determine the methods, processes and manner of performing work; the right to hire, promote, retain employees, and to transfer; the right to layoff, the right to abolish positions or reorganize departments; the right to determine the schedule of the work; the right to purchase, dispose of and assign equipment or supplies.
  - E. To implement new and to revise or discard wholly or in part old methods, procedures, materials, equipment facilities and standards in the performance of work.
  - F. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment.
  - G. To assign shifts, workdays, hours of work and work locations.
  - H. To designate and to assign all work duties.
  - I. To introduce new duties within the unit. If the employee does not possess skills sufficient to perform the new duties, the District shall provide the training necessary to enable the employee to meet the minimum requirements for the position.
  - J. To determine the need for and the qualifications of new employees, transfers, and promotions.
  - K. To discipline, suspend, demote, or discharge an employee so long as such action is not arbitrary, in bad faith, or without cause.

- 2.3 The parties recognize that revenue needed to fund this agreement must be approved by established budget procedures. All compensation is therefore contingent upon sources of revenue. The District has no intention of reducing monetary items in this agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement.

If in the judgment of the budget officer and the business manager, funding sources are inadequate to implement all the conditions of this agreement without a reduction in the number of employees, the contract between the District and the bargaining unit will be reopened for further negotiations. Negotiations will be reopened under these conditions upon the written request of either party.

### ARTICLE 3: ASSOCIATION DUES CHECKOFF

- 3.1 Prior to any employee who becomes a member of the Association after the start of the school year, the Association shall notify the district of any employee who has elected to have dues deducted from their paychecks. An authorization to deduct dues shall remain in effect until revoked by the employee by delivering an original signed, written statement of revocation to the Salem headquarters of OSEA. The Association shall also notify PSD when a bargaining unit member should no longer have dues deducted. PSD shall enact dues deduction changes on the pay period following notification.
- 3.2 The District agrees to transmit the dues deducted as indicated in Section 3.1 to the central office of the Oregon School Employees Association.
- 3.3 Within ten (10) days after each pay period, PSD shall send to OSEA, Association contributions deducted for the month. PSD shall also send the Association an Excel-compatible register of the OSEA dues deducted from each member's paycheck.
- 3.4 The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, judgements, damages, legal fees and costs incurred as a result of a legal determination against the district concerning the dues deductions procedures outlined in this agreement. In the event the District properly invokes this paragraph, the Association will defend the District against all claims, charges, damages, legal fees and costs incurred as a result of a legal determination that the withholding of sums as provided herein is contrary to law.
- 3.5 Each month, PSD shall provide to the OSEA membership specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the employee's first and last name, employee ID, date of birth, salary, number of checks, number of months worked, hours worked, classification or title, worksite, district e-mail address, residential address and residential phone number. Whenever a new employee is hired into the bargaining unit, PSD shall provide the above information within ten (10) days of hire. PSD shall promptly notify the OSEA membership specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

#### ARTICLE 4: ASSOCIATION RESPONSIBILITY

- 4.1 The Association shall represent all classified employees in the school district within the bargaining unit equally and without discrimination.
- 4.2 The Association or committees of the Association shall be allowed the use of the facilities of the District for meetings. Such meetings must be scheduled in advance with the building administrators, and may take place at reasonable non-instructional times when the facility in question is not otherwise in use.
- 4.3 The Association shall be allowed use of such office equipment as needed to provide duplicating and information to the employees subject to the approval of the building administrator. The Association shall be responsible for any and all costs associated with the use of equipment or supplies.
- 4.4 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:
- A. Investigate and process grievances and other workplace-related complaints;
  - B. Attend investigatory meetings, hearings, and other due process proceedings;
  - C. 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 Employer Relations Board;
  - D. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s);
  - E. Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.
- 4.5 For purposes of this Article, "designated representatives" shall include chapter executive board officers, building representatives and their designees. 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.
- 4.6 OSEA Chapter 115 will be given a bank of eight (8) days (64 hours) with pay to attend Association conferences or conventions directly related to their occupational interest. It is understood the Association members will pay the expense of all out-of-town travel. The District shall not be obligated to pay overtime compensation as a result of this provision. The Association will pay for substitute costs. Permission for such leaves will be considered on the basis of the following:
- A. The Association will determine which members are eligible to use this leave.
  - B. The Association will give priority to Chapter officers.

- C. Absence of the staff member will result in minimum disruption of his/her District assignment.
- D. Requests for leave should be submitted in writing to the administration approximately two (2) weeks before the date of leave. If approved, the employee shall receive compensation for the duration of the leave. Full pay shall be based on the scheduled working day(s) for the employee.
- E. Additional Association paid release time for Association business shall be by mutual consent of the Association and the District. Requests for release time must be made five (5) calendar days prior to the proposed leave date.

**ARTICLE 5: WORKWEEK/YEAR**

5.1 The workweek shall consist of seven (7) consecutive days beginning on Sunday and ending on Saturday. No employee shall engage in work beyond regular shift hours unless such work is ordered and approved in advance by the administrative supervisor. All work in excess of forty (40) hours per week shall be compensated with time and one-half (1 ½) of that employee’s regular rate of pay.

Such compensation will be awarded during the pay period in which such work is done if possible, but no later than the following pay period under any circumstances. As an option to overtime pay, by mutual consent an employee may be awarded compensatory time at a rate of one and one half (1 ½) hours. Compensatory time will be taken at a mutually agreed time.

- 5.2 Classified positions will be planned, whenever possible, to run from Monday through Friday. Persons may be employed to work a position that includes Saturday and/or Sunday in a workweek. When it is necessary to staff a position that includes work on Saturday or Sunday with an existing employee, the District will seek volunteers for the position. If a volunteer is not found, the District may assign an employee who is qualified for the position to the assignment.
- 5.3 Notice of the scheduled work year (number of days planned to be worked) shall be provided for the various categories of employees prior to the start of the school year in writing by July 1.
- 5.4 The District will provide employees break(s) and unpaid meal periods according to the following table:

Work Period	Break	Length	Meal Period
Less than 4 hours	0	0	None
4 - 6 hours	1	15 min.	None
6 – 8 hours	2	15 min.	30 minutes
*8 hours	2	15 min.	60 minutes

Such rest periods shall be designated by the building administrator or department supervisor.

\* As deemed necessary by the building Principal and the Facilities Manager.

5.5 On emergency closure days custodians and maintenance personnel are required to report for work. All other classified staff are not expected to work, nor shall they forfeit pay when extraordinary conditions beyond the control of the district result in school closure. The District reserves the right to schedule days missed as make-up during or at the end of the school year, with no additional pay, if other instructional staff are required to make up days.

## ARTICLE 6: VOLUNTARY TRANSFERS AND VACANCIES

### 6.1 Voluntary Transfers

The district will post the job description with the notice of vacancy. Employees requesting a transfer or change of assignment will file a request for transfer with the District's current online procedures.

In acting on requests for transfer or change of assignment, district officials will consider seniority as defined in Section 16.5, and the individual's ability to meet standards and expectations for the position as stated in the job description and/or notice of vacancy. With proven qualifications, current permanent district personnel seeking a transfer will be granted an interview.

6.2 A current employee selected for a different position shall serve a two (2) week trial period, during which time the District can evaluate the employee's performance in the new position. Prior to completion of the trial period, the District may return the employee to his/her former position, if the District believes the employee is unable to perform the work required in that position. Except for an involuntary transfer, the employee may also, during the trial period, request and receive a transfer back to the position he/she held prior to the new assignment.

### 6.3 Vacancies

Vacancies will be posted online.

## ARTICLE 7: INVOLUNTARY TRANSFER

7.1 Prior to an involuntary transfer the District will notify the affected employee ten (10) working days in advance except in situation(s) where the district determines less notice is warranted due to unusual circumstances. Employees will be notified verbally and in writing of any involuntary transfer. An opportunity will be provided for the affected employee to give input. There will be no loss of pay for an involuntary transfer.

## ARTICLE 8: PERSONNEL RECORDS

8.1 A copy of written evaluations shall be submitted to the employee at the time of personal conference or within ten (10) working days thereafter; one copy is to be signed and returned to the administration, the other is to be retained by the employee. In the event that the employee feels that an evaluation was incomplete or unjust, the employee may put objections in writing and have them attached to the evaluation report to be placed in his/her personnel file with a copy to the superintendent.

Each employee shall have the right, upon request, to review the contents of the employee's own personnel files, exclusive of materials received prior to the date of employment by this District.

A representative may, at the employee's request, accompany the employee in this review.

No adverse material shall be placed in an employee's personnel file unless the employee has seen and signed it. Provided, however, in the event an employee refuses to sign it, the material shall be so endorsed by the appropriate administrator in the presence of a witness before being placed in the personnel file. The signature of the employee shall mean he/she has seen the material, but does not necessarily imply acceptance of same. The employee may respond to any item placed in such personnel file and said response shall become part of the said file. The employee shall be furnished a copy of the unsigned documents. Written complaints that do not result in disciplinary action shall not be placed in the employee's personnel file.



8.2 Letters of awareness, reprimands, and plans of improvement shall be permanently retained in an employee's personnel file.

#### ARTICLE 9: CONTRACTING OUT

9.1 The District shall follow current Oregon Law specific to public contracting and public procurements.

#### ARTICLE 10: SEPARABILITY OF PROVISIONS

10.1 In the event that any provision of this contract shall, at any time, be declared invalid by any court or tribunal of competent jurisdiction, such decision should apply only to a specific article, section, or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect.

#### ARTICLE 11: SALARY

11.1 All eligible employees covered under this agreement shall pay an amount equal to six percent (6%) of their gross salary to the Public Employees Retirement System.

11.2 Unless otherwise provided in this Agreement, classified employees who have worked for the District for at least six (6) months in a school year shall be advanced one (1) step on the salary schedule on July 1 of each year if they are not on the top step of the salary schedule and have received a satisfactory annual evaluation from their administrator.

An employee promoted by the District to a higher classification shall be moved effective with the date of assignment to the step on the new classification that is closest to, but not lower than his/her present rate, or the first step on the new salary range, whichever is greater.

11.3 All new employees to the District may be placed on the salary schedule commensurate with their previous training and experience, up to and including step five (5). It is the District's responsibility to evaluate whether training and experience are allowed.

11.4 An employee temporarily advanced to a higher paying classification shall, after five (5) consecutive days of service in the higher classification, be paid at the new classification's rate of pay for the duration of the temporary assignment. Such an employee shall receive the greater of either the rate of pay that is one (1) step higher than his/her present salary or the first step of the new classification. Temporary advancement to a higher paying classification requires the approval of the supervising administrator and proper verification of such to the District's business office by the required payroll entry date.

Bargaining unit employees will be given an opportunity to apply and will be given consideration for summer work.

Callback or controlled standby time is exactly the same as regular hours worked, and the regular or agreed wage for this period, as well as applicable overtime, must be paid. If an employee is called to work beyond their regularly scheduled hours, the employee shall be paid one (1) hours pay or the actual time worked, whichever is greater, for each instance of callback.

## 11.5 Wage Schedule

- A. The compensation increase for the 2020-2021 school year will be 3.5% above the 2019-2020 wage schedule. (See Appendix A)
- B. Wages for employees scheduled to work twelve (12) months of the year shall be calculated in the following manner: the employee's hourly wage X hours per day worked X days worked per year, then the total amount shall be divided into equal monthly payments on a July through June year.

Wages for employees scheduled to work less than twelve (12) months of the year shall be calculated in the following manner: the employee's hourly wage X hours per day worked X days worked per year on a July through June year, then the total amount shall be divided into equal monthly payments on a September through August year.

- C. Longevity
  - 1. Employees with nine (9) years of continuous service in the District, calculated from the first day of actual service, shall receive a monthly stipend beginning the tenth (10th) year of service. The longevity steps appear in Appendix A.
  - 2. During the school years 2020-2021, the longevity stipend will increase 3.5% above the 2019-2020 schedule.(See Appendix A)

- 11.6 The District shall provide annual medical examinations for asbestos workers as required by law.
- 11.7 Employees whose regular work shift begins after 12:00 noon shall receive an annual payment of \$100.00 in addition to their scheduled salary.

## ARTICLE 12: BENEFITS

### 12.1 Eligibility

Employees who will qualify for health insurance coverage and paid holidays shall be those employees working four (4) hours daily or more. Qualifications for PERS/OPSRP are based upon current PERS/OPSRP standards.

### 12.2 Holidays

Paid holidays for employees working four (4) hours or more daily shall be: Martin Luther King's birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, day before Christmas if it is a normal working day, Christmas Day, New Year's Day. If any such holidays, at any time, fall on a Sunday, the succeeding Monday shall be a holiday in that year, and if any such holidays, at any time, fall on Saturday, the preceding Friday shall be a holiday in that year. Independence Day is a paid holiday for 12-month employees only.

Eligible employees (4 hours a day or more) in the bargaining unit shall be compensated for a holiday as though they had worked a regular schedule for that day.

In the event the School Board closes school for additional holidays, eligible bargaining unit employees shall be given the day off with pay.

12.3 Vacation

All secretaries and bookkeepers will be granted Round-Up vacation, Christmas vacation and spring vacation without pay. All twelve (12) month employees shall be granted vacation as indicated in the following outline:

Years of Service With District	1-5	6	7	8	9	10	11	12	13	14	15
Number of Vacation Days	10	11	12	13	14	15	16	17	18	19	20

In order to maintain vital functions and services of the District or attendance unit, scheduling of specific dates of vacations must be pre-approved by the building principal and/or the supervisor.

After completing a six (6) month probationary period, employees new to the district will be awarded pro-rated vacation time from the end of the probationary period to June 30th of that fiscal year.

Vacation time will be awarded on July 1st of each year. Unused vacation time may be carried over for (to) the following year in amounts not to exceed five (5) days. Every employee will be allowed the opportunity to take vacation time. All twelve (12) month employees will be guaranteed a minimum of five (5) vacation days during the summer break, provided the employee has those days available.

All full-time (8 hours a day) secretaries and bookkeepers who are scheduled to work less than (12) months but are scheduled to work ten (10) months or more each school year, shall be granted five (5) days vacation during their work year, after their anniversary date. The service with the district need not be specific to secretarial service only.

Round-Up Vacation – Custodial and maintenance employees shall be granted one additional day of paid vacation during the Pendleton Round-Up except in case of an emergency.

12.4 Insurance

Beginning September 2020 and throughout the term of the contract, the District shall pay the cost of the employee "unit (composite) rate" for health insurance premiums as follows:

The District's contribution for insurance premiums for medical, dental, vision, and orthodontia coverage will be:

For Sept. 1, 2020 - August 31, 2021: \$1,749 per month

The employee is responsible for the cost of the premium that exceeds the District's contribution.

The OSEA may select coverage from an insurance carrier offered through OEBC Insurance will include medical, dental, vision, and orthodontia care to be selected from individual plans provided by the approved carrier. The premium is to be calculated using the unit (composite) rate.

For those employees working less than full-time the District's contribution for insurance premiums shall be prorated as follows:

Insurance Prorated Scale:

Employee Hours/Week	District Contribution
30 hours or more/week	100% of District Contribution
20 hours/week - less than 30 hours/week	75% of District Contribution
Less than 20 hours/week	No Coverage Provided

Regardless of the plan selected, the District's required monthly contribution shall not exceed that expressed above.

In the event the amount paid by the District for the purchase of health insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction.

Subject to the rules and regulations of the insurance carrier, the Oregon Educator Benefits Board (OEBB) and the Internal Revenue Service (state and federal), eligible employees who choose health insurance plans with a total monthly premium cost that is less than the District's contribution, will receive the difference between the actual premium cost and the employee's maximum District contribution as a contribution toward a Health Reimbursement Arrangement (HRA) for which the employee is qualified and eligible unless such contribution would create disadvantageous tax consequences for the District or the employee.

Subject to the rules and regulations of the insurance carrier, OEBB, and the IRS, eligible employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage. Employees who opt-out of health insurance coverage, and who are otherwise eligible for a District contribution toward insurance premiums, shall receive 35% of the employee's maximum District insurance contribution as a contribution toward a District sponsored Health Reimbursement Arrangement (HRA) as long as such contribution would not create disadvantageous tax consequences for the District or the employee.

Eligible employees who do not maintain and provide proof annually of another employer sponsored group medical plan will not be permitted to opt-out of the District sponsored group insurance coverage.

Subject to the rules and regulations of the insurance carrier, the Oregon Educator Benefits Board (OEBB) and the Internal Revenue Service (state and Federal), eligible employees who choose the HSA Plan with a total monthly premium cost that is less than the District's contribution, will receive the difference between the actual premium cost and the employee's maximum District contribution (not to exceed the maximum amount allowed by the IRS) as a contribution toward a Health Savings Account (HSA) the employee is qualified and eligible unless such contribution would create disadvantageous tax consequences for the District or the employee.

12.4.1 The District further will pay the premium cost for Term Life for \$20,000 for the employee only.

- 12.4.2 The employee will pay the premium cost for Short Term and/or Long Term Disability Insurance. Participation in this program is optional.
- 12.4.3 The health insurance for the employee and all eligible dependents shall begin with the first day of the month for employees hired on or before the 15<sup>th</sup> and the first day of the following month for employees hired after the 15<sup>th</sup> provided the employee has met waiting time requirements established by the carrier and has completed and signed the necessary form(s).
- 12.4.4 The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
- In spite of any statements in this Agreement to the contrary, nothing shall change the interpretations, meanings, or intent of the provisions of the insurance contracts between the Board and the insurance carriers.
- The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.
- 12.4.5 Ending Coverage:
- a. If an employee's employment is terminated prior to the end of his/her contract, insurance coverage shall cease as of the last day of the last month the employee is employed, except that disability income insurance is terminated on the last day of employment.
  - b. If the employee's employment is terminated at the end of his/her contract or between the end of his/her contract and the beginning of the ensuing school year, the District's payment of premiums shall continue through the month of August, except that disability income insurance shall terminate on July 31.
- 12.4.6 The District shall act to update any mandated coverage or changes caused by state or federal government, and may, at the District's discretion, make changes to take advantage of any liberalization made available by the insurance carriers because of experience, pooling of risks, investment gains, etc.; however, the level of benefits shall not be decreased.
- 12.4.7 The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies) or OEGB.
- 12.4.8 The District shall provide the enrollment, bookkeeping, and billing, and any other service necessary to cause payment to be made in a timely manner. Billing and accounting procedures required for the management of the insurance benefit program must be acceptable to the District.
- 12.4.9 Any employee terminating his/her employment with the District shall, if eligible, have the option of continuing participation in the fringe benefit program in accordance with COBRA law.

12.4.10 The District will provide a Section 125 Plan with the District paying administrative costs of the Plan.

12.5 Early Retirement

A. All employees who are employed by the District prior to December 31, 2013 that have ten (10) years of employment with the District and twenty (20) years in PERS (Public Employee Retirement System) eligible employment shall receive the following monthly stipend at the time of retirement to age sixty-five (65), based on the employee's age at retirement on the following scale:

Retirement at age 51	=	\$255 per month stipend
Retirement at age 52	=	\$285 per month stipend
Retirement at age 53	=	\$315 per month stipend
Retirement at age 54	=	\$340 per month stipend
Retirement at age 55	=	\$370 per month stipend
Retirement at age 56	=	\$400 per month stipend
Retirement at age 57	=	\$455 per month stipend
Retirement at age 58-65	=	\$510 per month stipend

Note: This benefit will be prorated according to F.T.E. status of the employee at retirement.

B. Employees taking early retirement shall have the ability to convert to self-paid early retirement coverage under District medical/dental insurance plans through the age of sixty-five (65) provided such coverage is available through the District's carrier and the employee is eligible at the time of retirement. The employee will be responsible for timely and proper payment of insurance premiums.

C. In the event of the death of an early retiree prior to age sixty-five (65), the hospital/medical insurance protection or the monthly stipend will be provided to the eligible surviving spouse until the early retiree would have reached age sixty-five (65). If there is no eligible surviving spouse, the District's obligation shall be considered fulfilled upon the demise of the retiree.

ARTICLE 13: LEAVES:

13.1 With the exception of Personal Leave, all leaves referenced in this section will be pro-rated from the employee's date of hire to June 30th of that fiscal year.

13.2 Sick Leave

Sick leave, as provided by Oregon law (ORS 332.507) is provided all classified employees in the bargaining unit as follows:

12-month employees	12 working days per year
10.5 plus 1 day – 11-month employees	11 working days per year
9 – 10.5 month employees	10 working days per year

Sick leave days may be accumulated without limitation. Employees accrue one (1) day of sick leave per month depending upon the length of their employment year. Employees working less than a full day shall accumulate sick leave on a percentage basis. Sick leave may be used as necessary as long as it does not exceed accrued days by the end of the year.

13.2.1 In the event of illness, accrued sick leave will be granted. However, after five (5) consecutive days of leave, a doctor's certificate may be requested by the administration.

13.2.2 Use of sick leave as a retirement benefit is controlled and managed by PERS.

### 13.3 Personal Leave

After completing a six (6) month probationary period, employees new to the district will be awarded pro-rated personal leave from the end of the probationary period to June 30th of that fiscal year.

Two (2) days of personal leave shall be earned by classified employees annually. Use of this leave is subject to pre-approval by the building principal or immediate supervisor except in cases of emergency.

Unused personal leave will be allowed to accrue to the next fiscal year to a maximum of five (5) days.

Personal leave is to be used for legal, business, household, or family matters, which require the employee's absence during regular work hours. Such leave must be used in full hour increments.

Unused personal leave is automatically cancelled upon termination of employment.

13.3.1 Cash-out Option – Employees having not used their Personal Leave at the end of the school year may elect to cash-out up to four (4) days of their accumulated leave at the rate of \$60 per day. Employees requesting this option must notify the District by June 1<sup>st</sup>.

### 13.4 Family Leave

Family leave with pay is provided at the rate of five (5) days per year to care for the medical needs of members of the immediate family. Immediate family shall be the spouse, children, parents, stepparents, and in-laws, brothers and sisters and in-laws, grandparents, grandchildren or members of immediate household. The superintendent or designee may extend this definition upon application for such extension in unusual cases.

Verification from the doctor in attendance may be required.

### 13.5 Bereavement Leave

Bereavement Leave will be allowed up to five (5) days per school year upon the death of friend or family member. Extension of this leave shall be determined by the Superintendent or his designee upon request. The denial of a request for an extension may be appealed to the Board.

### 13.6 Legal Leave

Legal leave shall be granted for employee absence due to jury duty or job related court appearances and legal hearing under subpoena.

Legal leave will not be granted when an employee is a plaintiff or defendant, in a private law suit or when an employee is listed as a plaintiff in a lawsuit against District 16R.

13.7 Professional Leave

Leaves may be granted with the approval of the administration to provide opportunities for professional growth and improved service to the District's education program. Approved leaves will include necessary travel time.

13.8 Emergency Leave

Emergency leave may be allowed by the superintendent or his designee upon a written request approved by the building principal or immediate supervisor for absence due to unforeseen emergency beyond the control of the employee.

13.9 Unpaid Leave

Unpaid leave not to exceed twelve (12) months may be allowed by the Superintendent or his/her designee upon written request according to the following guidelines:

- A. The request is to be made at least five (5) working days in advance of the first date of the requested leave, unless emergency circumstances preclude such notice.
- B. No unpaid leave is allowed without prior approval except that associated with OFLA/FMLA and/or Workers' Compensation eligible leave.
- C. There is no right to unpaid leave and approval is not a guarantee of future approval.
- D. Unpaid leave will be approved only for reasons deemed unavoidable or necessary due to events beyond the employee's control. The main intent is to include such activities as weddings, funerals, emergencies, graduations, special honors or award presentations, though the leave may include recreational activities.
- E. Employees are strongly advised not to make preparations for an unpaid leave (such as purchase tickets or make other reservations) prior to notice of approval.
- F. All applicable paid leave must be used prior to unpaid leave.
- G. An employee on unpaid leave shall, at the end of such leave, be returned to the employee's position in the District prior to the leave. Increase in compensation that went into effect during the time the employee was on leave shall be applied to the employee's compensation upon returning.

13.10 FMLA AND OFLA

Family medical leave will be provided to employees upon the conditions afforded by the Family and Medical Leave Act of 1993, the Oregon Family Leave Act, and other applicable provisions of state leave laws and school district policy.

13.11 Leave Sharing

Members of the Association will be allowed to share their accrued sick leave with other Association members according to the following guidelines should there be a need.

- A. Each Association member may donate up to two (2) days of said employee's sick leave from previous years. Days will be donated in one (1) day increments.
- B. Such donations are completely voluntary.



- C. To be eligible to receive donated sick leave, a current employee must be absent from work because of an injury or illness to the employee that prevents the employee from working. The district may request medical verification of this determination prior to approving leave requests.
- D. The receiving employee must not be eligible for, or be receiving, any district paid leave, worker's compensation benefits, PERS or social security disability benefits or long-term disability insurance benefits.
- E. An employee may not receive more than 40 days of donated sick leave during a 12-month period. Leave must be requested and allocated in 20 day increments.
- F. Specific decisions as to employee eligibility will be made by mutual agreement between the Association and the District as per items C and D above.
- G. The requests for days will be managed by the Association.

#### ARTICLE 14: GRIEVANCE PROCEDURE

- 14.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances or these procedures shall not interfere with duties or work assignments.
- 14.2 For the purpose of this Agreement, a grievance is defined as a claim by the employee, employees, or the Association based upon the interpretation, application or violation of this Agreement affecting an employee, group of employees, or the Association. Any employee, group of employees, or the Association having a grievance shall be hereinafter known as the "grievant".
- 14.3 Step 1:  
The grievant shall promptly attempt to resolve the grievance informally between the grievant and his/her immediate supervisor.

If the grievance is not resolved informally, it shall be produced in writing and shall be submitted by the grievant to the supervisor.

If the grievant does not submit the grievance to the supervisor in writing in accordance with Step 1, within fifteen (15) district business days after the facts upon which the grievance is based, first occurs or first became known to the grievant, the grievance will be deemed waived. The grievant may be accompanied by one or two other member(s) of the Association when presenting the written grievance in balance to the number of district representatives.

The supervisor will reply in writing to the grievant with a copy to the Association within five (5) district business days after receipt of the written grievance. If written response is not made within days specified, grievant may go on to the next step.

Step 2:

If the grievance is not settled in Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievant may file the grievance in writing to the superintendent of schools within ten (10) district business days after receipt of the supervisor's written answer or if the response time has elapsed. The written grievance shall give a clear and concise statement of the alleged grievance including the act of omission upon which the grievance is based, the issue involved, the agreement provisions involved and the relief sought.

The superintendent or his representative shall thoroughly review the grievance, arrange a meeting with the grievant and Association representative(s) for necessary discussions, and give a written answer to the grievant stating the reason for his/her decision with a copy to the Association no later than ten (10) district business days after receipt of the grievance. If written response is not made within ten (10) district business days, grievant may go on to Step 3.

Step 3:

Grievances not settled in Step 2 of the grievance procedure may be appealed by the Association to arbitration provided:

- A. Written notice of a request for arbitration is made to the Superintendent within ten (10) district business days of receipt of his answer in Step 2.
- B. The issue must involve the interpretation, meaning or administration of a specific provision (s) of the agreement.

When a timely request has been made for arbitration, the District and Association representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) district business days of the appeal, jointly request the Oregon Employees Relations Board to submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall, in that order, alternately strike a name from the list and the seventh and remaining name shall act as the arbitrator. The parties and arbitrator shall be bound by the Voluntary Arbitration Rules of the AAA (American Arbitration Association).

The arbitrator so elected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been mutually waived, then from the date of which final statements and proofs on the issue are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or to have the authority to add to, delete from, or otherwise modify the terms and conditions of this agreement.

The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties.

14.4 The District and Association will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.

14.5 Right of Employees to Representation

- A. Employee and Association: Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself and/or by an Association representative.

- B. Reprisals: No reprisal of any kind shall be taken by the Board or any members of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

No reprisal of any kind shall be taken by the Association or members of the Association against any grievant or party in interest for their participation in the grievance process.

#### 14.6 Miscellaneous

- A. Group Grievance: If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the superintendent and processing of such grievances will be commenced at Step 2.
- B. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate superior, the aggrieved will submit such grievance in writing directly to the superintendent and processing of such grievances will be commenced at Step 2.
- C. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be placed in the personnel file of any of the participants.
- D. Meetings and Hearings: Meetings and hearings under this procedure shall not be conducted in public except at the agreement of both parties.

### ARTICLE 15: DISMISSAL

- 15.1 Dismissal, suspension, or demotion of employees in the bargaining unit for unsatisfactory job performance requires superintendent's action. This action will be based upon the recommendation of the employee's immediate supervisor. If an employee's performance is deemed unsatisfactory by the immediate supervisor or building principal and personnel office at any time during the first six (6) months of employment (probationary period), the superintendent or designee may dismiss.

After a successful six (6) months probationary period, dismissal for unsatisfactory job performance will only be initiated following a performance evaluation by the employee's immediate supervisor based on the employee's current job description and evaluation report, and only after a plan of assistance has been developed identifying performance deficiencies and corrective action to be taken by the employee.

- 15.2 Dismissal Procedures: If, in the opinion of the immediate supervisor, the employee's performance is unsatisfactory, the following procedure will be followed:
  - A. Following the performance evaluation and determination that employee's job performance is unsatisfactory, a plan of assistance will be developed for the employee, indicating the job deficiencies and the action that the employee needs to take to improve his/her performance to a satisfactory level for each cited deficiency.
  - B. The plan of assistance will identify the length of time the employee has to improve performance. During this time, performance observations will be made and the employee kept advised of the results of these evaluations.

- C. At the end of the evaluation period, the employee's performance will again be evaluated and determination made as to whether or not performance has improved to a satisfactory level. If improvement has reached the satisfactory level, the employee and the superintendent will be advised.
- D. If the employee's performance has not improved to a satisfactory level, the employee's immediate supervisor may recommend dismissal or establish another assistance plan.
- E. If dismissal is recommended, all supporting documents will be submitted to the superintendent for review and decision.
- F. The employee has the right to have a dismissal or demotion reviewed in a hearing before the school board.
- G. A plan of assistance may be developed which is not a dismissal procedure as provided in this article. Any plan of assistance shall be clearly written to show whether or not failure to reach a satisfactory level of performance may result in a recommendation for dismissal.

15.3 Immediate Suspension: In the event of alleged misconduct, the employee may be suspended immediately from employment by the superintendent, or in his absence, a designee, until such charges are investigated and a decision is made to continue or terminate employment. If the employee is cleared of the charges, affected employee will be immediately reinstated without loss of pay or other benefits.

If the charges are upheld, and the employee is terminated as a result, the termination date will be the date of suspension.

**ARTICLE 16: LAYOFF AND RECALL:**

16.1 Layoff:

If the District determines the need for a permanent reduction in its classified work force, (excluding temporary reductions) notice of not less than one (1) month shall be provided to association and the employees to be laid off. While the District reserves the right to determine positions to be eliminated or reduced, layoffs within each affected job classification (i.e., job title) shall be determined by the District on the basis of job performance and the operational needs for special occupations skills. Where the District determines that two (2) or more employees are equal in job performance and/or skill levels to be utilized in the remaining positions, an employee's length of service in their classification group shall be the determining factor. Where lengths of service of employees within a classification group are the same, unbroken length of service with the District shall apply. No permanent employees shall be laid off within a job classification until all probationary employees in such classification have been terminated. Permanent part-time employees may only bump the least senior part-time employees who are working the same number of hours per day or less.

16.2 An employee who is to be laid off from his/her job classification (i.e., job title) will within five (7) days of written notice of layoff delivered and signed for in person or by registered mail, either:

- A. Accept the layoff, or

- B. Bump the least senior employee within his/her classification group from among all job classifications listed below that classification from which the layoff is to occur. An employee promoted to a different or higher classification may bump least senior employees in the previous classification.

Employees who are to be laid off may not bump employees with less seniority in higher ranking job classifications within the classification group.

- 16.3 In order to bump the least senior employee in a lower ranking job within the classification group, the employee to be laid off must have the ability, capacity and skill to perform the job of that least senior employee within the classification group and demonstrate ability to perform all functions of the lower ranking job within ten (10) working days from the date the employee to be laid off assumes the duties of the lower ranking position with the classification group. If, after a trial period of ten (10) working days, the employee cannot perform the duties of the lower ranked job in a satisfactory manner the employee may, at the discretion of the District, either be given additional time for training and job mastery or be laid off. In such event, another employee who was to be laid off from a higher ranked job within the classification group may be assigned by the District to fill the position, or the "least senior employee" who was laid off from that job may be recalled to fill his/her old job.

The employee who bumps into a lower ranked classification shall be placed on the experience step for the salary range for that job equivalent to:

- A. The years of service the employee has completed in the job classification from which he/she bumped, or
- B. The years of service the employee has actually completed in the lower ranked classification to which he/she bumped.

Whichever is higher, provided that the rate paid cannot exceed the top of the salary range for the lower ranked job or the rate of pay the employee received on the job from which he/she bumped.

16.4 Recall:

Employees laid off shall be placed on a layoff list in order of length of service in their classification group and may be recalled to any job they can do as determined by the District provided no other employee with greater length of service in that classification is on layoff and available for work. Layoff status shall automatically terminate fifteen (15) months after the effective date of such layoff. No new employees will be hired into classifications (i.e., job titles) from which employees have been laid off for less than nine (9) months and who are qualified to perform all aspects of the job. Failure to report to work within ten (10) calendar days of the date that notification of recall was mailed by registered mail to the last known address, shall be considered as immediate voluntary termination.

16.5 Definitions:

"Length of Service" within a classification group shall mean a classified employee's total length of continuous service in a designated classification group since his/her date of appointment to a job classification (or job classifications) within that classification group.

"Job classification" means a specific job identified by a job title and job description.

“Classification group” means a listing of job classifications that are functionally related to one another in such a way that duties, responsibilities and qualifications within the classification group permit incumbents to transfer skills and experience from one (1) job within the classification group to another.

The listing of jobs with the classification group is in rank order, with the most difficult and/or demanding jobs listed at the top. Thus the skills and experiences involved in performing higher ranked job functions, in general, are presumed to be transferable to jobs ranked below them. Incumbents or lower ranked jobs are not presumed to have the skills and/or experiences necessary to perform higher ranked jobs within the classification groups. (Note: a classification group may consist of a single job classification.)

“Seniority” shall be defined as the total length of continuous service within a job classification and within the District as a classified employee. For the purpose of computing seniority, all authorized leave shall be considered as time worked. Employees who are laid off as result of reduction in positions and who are subsequently reinstated shall retain their full seniority except for the period of layoff.

16.6 For purposes of this article, classification groups are:

LAYOFF CLASSIFICATIONS GROUPS

ASSISTANT/ PARAPROFESSIONAL	Library Office Instructional
SECRETARY	Secretary III Secretary II Secretary I
BOOKKEEPER	Bookkeeper I
MAINTENANCE	Maintenance II Maintenance I
CUSTODIAN	Custodian I

ARTICLE 17: COMPLAINT PROCEDURE

17.1 Procedural Requirement

In reacting to any complaint regarding a classified employee, unless the complaint is immediately dismissed, the complainant will be told that the employee has the right to be told the details of such complaint by his/her immediate supervisor and they shall attempt to resolve the matter at that time in an informal manner. Anonymous complaints shall not be considered as grounds for any disciplinary action including dismissal.

17.2 Meeting with Principal or Immediate Supervisor

Within ten (10) working days of the receipt of a complaint, a meeting will be arranged between the employee and the principal or immediate supervisor. At that meeting, the employee will be informed of the name of the complainant and the nature of the complaint. The employee shall be allowed an opportunity to respond to the complaint.

17.3 Meeting with All Parties

If appropriate a meeting will then be arranged with the employee, complainant and principal or immediate supervisor to mutually work to solve the problem.

17.4 Investigation

In the event that the complaint is not resolved at the meeting set forth in Sections 17.2 or 17.3, the principal/immediate supervisor shall perform any investigation deemed necessary to gather sufficient information to reach a conclusion regarding the complaint. The employee shall be informed of the results of the investigation.

17.5 Right of Appeal

Any disciplinary action taken as a result of a complaint may be appealed pursuant to the grievance procedure.

17.6 Right of Representation

The employee shall have the right to be represented by an Association representative at any meeting or conference regarding any complaint.

17.7 The provisions of this Article shall not apply in situations while a complaint is being investigated by law enforcement or an outside agency.

ARTICLE 18: DURATION AND TERMINATION

18.1 This agreement shall be effective as of July 1, 2020 and expires June 30, 2021.

IN WITNESS WHEREOF, the parties hereby affix their signatures as of.

\_\_\_\_\_  
President, OSEA Chapter 115

\_\_\_\_\_  
Chairman of the Board of Directors

## APPENDIX A

Pendleton School District 16R  
2020-2021  
Classified Employees Wage Schedule

	1	2	3	4	5	6	7	8	9
Paraprofessional	12.10	12.69	13.30	13.98	14.62	15.40	16.17	16.92	17.77
Office Assistant Library Assistant	12.38	13.01	13.61	14.28	14.92	15.70	16.46	17.22	18.07
Secretary I	13.31	14.01	14.68	15.37	16.13	16.94	17.78	18.62	19.56
Secretary II School Support Liaison	14.25	14.99	15.75	16.46	17.33	18.19	19.07	20.01	21.01
Secretary III Bookkeeper I	14.99	15.76	16.49	17.33	18.19	19.10	20.05	21.06	22.12
Custodian I	14.28	15.03	15.77	16.54	17.36	18.23	19.15	20.06	21.06
Maintenance I	14.85	15.63	16.42	17.24	18.06	19.01	19.95	20.93	21.98
Maintenance II	18.06	19.01	19.95	20.95	22.00	23.11	24.26	25.47	26.74

Longevity:

Delegated Nursing Care:

Paid at the Office Assistant/Library Assistant

- 10<sup>th</sup> Year of Employment = \$51.75
- 15<sup>th</sup> Year of Employment = \$72.45
- 20<sup>th</sup> Year of Employment = \$93.15
- 25<sup>th</sup> Year of Employment = \$113.85
- 30<sup>th</sup> Year of Employment = \$134.55