

Bandon School District
and
Oregon School Employees
Association Chapter 112

2018-2021
Agreement

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Article 1 – Introduction

- A. This agreement is entered into between the Board of Directors on behalf of Bandon School District No. 54, Coos County, Oregon, herein referred to as the “District” and Chapter No. 112 of OSEA, Oregon School Employees Association, herein referred to as the “Association”.
- B. This agreement is to set forth and record herein the full agreement between the parties on those matters pertaining to employment relations for the classified personnel included in the bargaining unit.

Article 2 – Recognition

- A. The District recognizes the Association as the sole and exclusive representative with respect to wages, hours, and conditions for all employees included in the bargaining unit as delineated in Part B hereof and also to promote harmonious working conditions between the classified employees and administration of the District.
- B. The bargaining unit shall consist of all classified employees except:
 - (1) Food Service Supervisor, Director of Operations, Transportation Supervisor
 - (2) Confidential Employees – as defined in ORS 243.650(6).
 - (3) A Substitute Employee – defined as a person who is replacing an absent employee.
 - (4) A Temporary Employee – defined as a person who has worked for a period of more than twenty (20) consecutive working days as a substitute employee.

A Temporary Employee becomes a member of the bargaining unit for all purposes, except accumulation of seniority for layoff purposes or establishing bumping rights into a vacant position, when (1) employed to replace an absent employee for sixty (60) or more consecutive workdays, or (2) has served as a substitute/temporary for 110 days or more in a fiscal year. The employee shall continue as a member of the bargaining unit through the end of the fiscal year.

- (5) A Limited Term Employee – defined as a person who is employed to perform a specific function not to exceed sixty (60) days, upon the completion of which the position will not be required on an ongoing basis.

A Limited Term Employee becomes a member of the bargaining unit for all purposes, except accumulation of seniority for layoff purposes or establishing bumping rights into a vacant position when (1) the specific function the individual was hired to perform goes over sixty (60) consecutive workdays or (2) has served as a substitute, temporary or limited term employee for 110 days or more in a fiscal year. The employee shall continue as a member of the bargaining unit through the end of the fiscal year.

Article 3 – District Functions

- A. The Board on its own behalf and on behalf of the electors of Bandon School District, hereby retains and reserves unto itself all powers, rights, and authority, duties and responsibilities conferred upon and invested in it by the laws and the constitution of the state of Oregon. Such powers, rights, authority, duties and responsibilities shall include, but are not limited to :
- (1) The exclusive management and administrative control of the District educational and service system and its properties and facilities, except as limited by the expressed terms of this agreement.
 - (2) Subject to the provisions of law and this agreement, the hiring of all members and determination of qualifications and the conditions of their employment or their dismissal, sanction, demotion or promotion, and transferring and assignment of all such members.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices shall be limited only by the specific terms of this agreement and then only to the extent that such specific terms are in conformance with the Constitution and the laws of the state of Oregon.
- C. It is recognized by the parties that all rights and prerogatives of the Board which have not been diminished or modified by the terms of this agreement are expressly retained by the Board on behalf of the citizens of the District. The rights of employees under this agreement and of the Association shall be limited to those which are provided by the terms of this agreement and by law.
- D. The District reserves the right to contract or subcontract bargaining work only after the following conditions are met:
- (1) Before a final decision is made the Board will notify the Association of the intent to contract or subcontract bargaining unit work.
 - (2) The Association shall have thirty (30) days to request to bargain the impact of such a decision.
 - (3) The District and the Association shall expedite the negotiation process to include mediation.

Article 4 – Nondiscrimination

- A. The District will follow all state and federal laws. The Bandon School District is an equal opportunity employer.

Article 5 – Strikes and Lockouts

- A. The employees as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage or slowdown, picketing, or any other restriction of work arising during the period of this agreement. Disciplinary action, including discharge may be taken by the District against any employee or employees engaged in a violation of this article. Such disciplinary action may be taken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including action for damages which may be available to the District.

- B. There will be no lockout of employees in the bargaining unit by the District as a consequence of any dispute arising during the period of this agreement.

Article 6 – Payroll Deductions

- A. The District agrees to deduct from the salaries of its bargaining unit members as requested in writing by the individual employee, and make remittance to the appropriate agency for:
- (1) Association dues, fees, and Fair Share fees.
 - (2) Tax-sheltered annuities – minimum five enrolled. Any fees incurred to the District from a TSA provider for the TSA will be paid by the association member.
 - (3) Credit union.
 - (4) Premiums for District – approved insurance programs.
 - (5) United Fund
- B. The employees and the Association agree to hold the District harmless and indemnify it thereon, including attorney’s fees, against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this article.

Article 7 – Association Security

A. Association Membership

- (1) Employees have the right to join the Association, but membership in the Association shall not be required. The District will advise all newly-employed at the time of their employment that the Association is their exclusive bargaining representative.
- (2) The District agrees to deduct Association dues and fees of the Association for all employees who are members of the Association and to promptly remit those funds to the Association's state headquarters.

B. Fair Share

- (1) An amount equal to the total of the OSEA dues will be deducted from the pay of each nonmember of the Association by the District in equal monthly installments during their time of paid status.
- (2) Any employee who does not have payroll deduction for Association dues or who has not certified to the Board that he/she paid dues directly to the Association shall be subject to the provisions of this section. Certification of direct payment of dues shall be made by the 15th day of September of any year, or two weeks after contract ratification, whichever occurs later.
- (3) Notwithstanding subsection (2) above, the rights of non-association employees based on religious tenets shall be protected. Such employees all pay the fair share amount to a non-religious charity in accordance with the applicable procedures under ORS 243.666(1).

C. Disbursement of Funds

The Board shall disburse all union dues and fair share deductions except as relates to designated charities, to the Association's state headquarters.

D. Hold Harmless

The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District, as a result of the provisions of A and B, above.

Article 8 – Employment, Transfer and Promotion

A. Classified employees are subject to reassignment at any time, particularly during school vacation periods. Assignments made during vacation periods are understood to be temporary with no change in salary or classification involved. Assignment changes which are permanent will reflect a salary change. The salary will be adjusted according to assignments and experience.

(1) Working Out of Range: An employee temporarily assigned by the District to work more than one working day or shift during the school year to replace an absent employee who is in a higher classification shall be considered acting out of classification. Said employee shall be entitled to the rate of pay that is the comparable step in the new classification range which provides a salary one step higher than the salary he/she was receiving prior to the assignment, or the rate of the first step of the new classification range, whichever is greater, from the first day of the assignment.

B. When making transfers or when filling vacancies, the District will give consideration to the employee's training, experience, specific achievements, length of service to the District, and the wishes of the employee. Current bargaining unit members will be given preference for new or vacant positions over outside applicants when it is determined by the District that they are more qualified. However, it is understood that vacancies are filled at the discretion of the District. In the event a bargaining unit member applies for an open position and is not selected; he/she may request and shall be granted a meeting with the hiring manager to discuss the reasons and how he/she may better prepare for future opportunities.

(1) This section is not applicable to filling vacancies within classifications on a temporary or short-term basis. It is understood that these vacancies shall be filled at the discretion of the District.

(2) Any bargaining unit member who fills such vacancy shall serve a probationary period of ninety (90) working days, provided that it is not within the same classification. During this probationary period the District may return the employee to his/her former position or the employee may elect to return to his/her former position. Such an action shall not reflect negatively upon the employee and the time served in the position shall count as time served in the position to which the employee is returned.

- C. Any employee desiring a transfer to another job classification or within a job classification shall make his or her request thereof on or before May 1 in order for it to be considered for the following school year. Applications for transfer must be renewed annually in order to remain valid. A probation period of up to ninety (90) working days for changes within a job classification shall be observed.
- D. When a permanent assignment change is made within a job classification, there shall be no loss of seniority. Salary placement in new job classifications shall be determined by the Superintendent subject to the employee's qualifications.
- E. Seniority shall be defined as a privileged status attained by length of continuous service ordinarily within a job classification. However, within a job classification, forty (40) hours a week, twelve (12) months a year employees shall have seniority over those who work less hours per week and less months per year. In the event of a temporary reassignment in another classification or layoff, there shall be no loss of seniority when reassigned to the original classification.

The job classification for the purpose of the agreement and seniority clause shall be:

Educational Assistant	Library Assistant	Food Service Assistant
Special Educational Assistant	Secretary	YTP Coordinator
Custodial/Maintenance	Bus Driver	Dispatcher
Baker	Trainer	

- F. The District shall make available to the Association a list of all job openings in the bargaining unit. These shall be posted throughout the District for five (5) working days. During the summer months, notification of job openings shall also be given to the Association president or his/her designee and posting shall be extended to seven (7) working days, but posted only at the District office. Posting in the District will occur simultaneously with any external advertising of the position. Upon mutual agreement between the District and the Association, the posting time may be shortened. A job description shall be available at the time the position is posted.
- G. If, because of lack of funds or changes in needs, dismissal or layoff of an employee becomes necessary, a ten (10) day written notice shall be given to the employee.

- H. The District retains the right to establish the number of days in the employee work year and it reserves the right to make changes in the work year to meet the District's educational and operational needs.
- I. The District will review and update all job descriptions no later than September 1, 2016. Job descriptions will be available to all employees upon request.
- J. Employees interested in working during the summer months or spring break shall express their interest in writing to the District.

Article 9 – Dismissal/Demotion

- A. Disciplinary action may result from a recommendation of the administrator/supervisor to whom the employee has been assigned to work, shall have the authority to warn or suspend an employee. If such disciplinary action warrants, the Superintendent shall have the authority to dismiss said employee.
- B. A school employee who has been demoted, suspended, or dismissed shall be entitled to a hearing before the school board if a written request is filed with the board within fifteen (15) working* days of the dismissal or demotion. Both the employee and the supervisor may present information. The Board will determine the hearing format.
- C. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or benefits. If the charges are upheld, the termination date shall be the date of suspension or dismissal.
- D. Any grievance regarding a dismissal, demotion, or disciplinary action shall not be actionable under this agreement; the affected employee may, however, use the grievance procedure contained in District policy.

*Working day is defined as any day the District office is open.

Article 10 – Work Schedules

- A. Employees shall adhere to the daily schedules and shall make no commitments that will preclude their being present for their assigned responsibilities.

Article 11 – Compensation

A. The compensation schedules for services rendered by classified employees are attached hereto as Appendix A-C and by this reference incorporated herein.

(1) Effective July 1, 2018 the salaries listed in Appendix A above shall be increase 3% for all classifications.

(2) Effective July 1, 2019 the salaries for all classifications listed in Appendix B shall be increased by 2.5% for all classifications.

(3) Effective July 1, 2020 the salaries for all classifications listed in Appendix C shall be increased by 2% for all classifications.

- Note: The YTP position is grant funded. If those funds are exhausted the position shall be eliminated and not subjected to layoff procedure. However, if the funds are restored the person holding the position shall be restored to the level supported by the funding up to the FTE held at the time of the reduction.

B. Retirement Plan

1. During the term of this agreement, the District will participate in the public employee retirement plans as required by ORS Chapter 238 and 238A that are applicable to the employees in the bargaining unit.

2. The District will comply with any statutory or administrative rule changes which are enacted during the term of this Agreement. In addition, any changes in the public employee retirement plans which are enacted during the life of this Agreement by statute or administrative rule will apply to the employees covered by those plans.

3. The District does not agree to provide employees any particular level or type of retirement benefit, but only to participate in the public employee's plans and make contributions as required by law.

4. To the extent allowed by law, retiring employees will receive credit for unused sick leave for the purpose of calculating final average salary for PERS retirement benefits.
 5. The District does not guarantee any particular level or type of retirement benefit. Benefits are determined by the PERS Board in accordance with state statute and administrative regulations. The District is merely committed to participating in the program to the extent mandated by state law.
 6. The full amount of required employee contributions “picked up” or paid shall be considered “salary” within the meaning of ORS 238.005(8) for the purposes of computing an employee member’s “final average salary” within the meaning of ORS 238.005(12), but shall not be considered “salary” for the purposes of determining the amount of employee contributions required to be employee contributions for the purpose of ORS 238.200 and 238.205.
- C. A normal workday is eight (8) hours excluding lunchtime. Each employee will receive a minimum thirty (30) minute duty free lunch period (except for emergencies) as set by administration. Such time shall not be considered as time worked. A fifteen (15) minute break, or its equivalent, is allowed for each four (4) hours as set by the Superintendent. A regular workweek is forty (40) hours. Overtime accrues after forty (40) hours in a work week. For purposes of overtime calculating the work week shall be defined as Monday through Sunday. If an employee is required by management to work beyond eight (8) hours in a single day he or she shall not have their regular hours reduced by management for the rest of the week.
- D. Classified Employees attending conferences approved by Superintendent or transporting students to approved competition or conferences, unless otherwise arranged with the Superintendent, will be reimbursed expenses as follows: Mileage costs for personal cars will be based upon current board policy. Reimbursement of lodging will be at reasonable rates so long as it is pre-approved. Meal reimbursement will be at \$9.00 for breakfast, \$10.00 for lunch, \$19.00 for dinner; receipts must be turned in to District Office.

- E. In the event of conditions that may prevent employees from reporting for work, the Superintendent will determine if the lost time can be made up at a later time. Employees, who are scheduled to work, will be expected to report for work at the designated time. Employees will be paid only if they report to work, and will report for work if requested by the administration.
- F. In the event of a situation beyond control of the District which requires the closing of schools, employees will be paid only if they report to work, and will only report for work if requested by the administration.
- G. Regular payday shall be the 20th of each month. Classified employees shall be given their June check on the 20th.

H. Movement on the Salary Schedule

- (1) Persons employed by the District will normally be placed on Step 1 of the appropriate schedule and shall advance to Step 2 on July 1 if they successfully performed in the position and were hired prior to March 1 of the same year.
- (2) The District reserves the right to place a new employee above step 1 if their experience and skills warrant such a placement. Advancement shall be the same as indicated above requiring the March 1 hiring date.
- (3) Employees other than those detailed in (1) shall advance on July 1 of each year until they have reached the top of the salary schedule.
- (4) An employee who is promoted shall be placed on the step of the appropriate classification which will afford a salary increase.

I. Shift Differential

Employees whose shift commences on or after 1:30 PM shall receive \$.25 per hour in addition to their regular rate of pay.

Temporary assignments to other shifts of ten (10) workdays or less shall not remove eligibility to receive the shift differential.

J. Career Employee Recognition

An employee in the bargaining unit who has ten (10) years continuous service with the District shall have an amount of 3% percent on the salary schedule that the employee is placed, added to the regular amount of salary compensation. Such amount shall be part of that employee's salary for the length of this contract and shall not be compounded. If the employee has his/her next ten (10) year anniversary while this clause is in force, again the amount of 3% percent is calculated as stated above and this new amount is added to the regular salary schedule compensation.

Example: $\$6.58 \times 3\% = \$.20 + \$6.58 = \6.78

K. Regular payday shall be the 20th of each month. Employees shall be given their June check mailed to a designated address on or before the last business day of June.

L. Show Up Pay

An employee reporting for work on a scheduled workday who has not been notified not to report for work shall be compensated for two (2) hours at that employee's regular rate of pay. Employee may or may not be given work for the assigned two hours on a scheduled workday.

M. Call Back Pay

An employee in the bargaining unit called back to work after completing a scheduled shift shall be guaranteed a minimum pay of two (2) hours at one and one half (1 ½) times his/her regular rate after completing eight (8) hours in any one day.

N. Overtime

(1) Worked daily or weekly

All time worked in excess of forty (40) hours in any one week shall be paid at time and one half the regular rate of pay. The District shall have the option of working four (4) ten-hour days, at straight time rates, Monday through Friday, for custodians and maintenance during the spring, summer and winter breaks.

(2) Work on holidays or Sundays

All work required to be performed on a holiday will be paid, in addition to the pay for the holiday, at the rate of time and one half. Work required to be performed on Sundays will be paid at time and one half the regular rate of pay.

- (3) Employees may enter into extra-duty contracts with the school District. Extra-duty contracts do not require the District to pay overtime, unless extra-duty position results in the employee working over forty (40) hours in any given work week. Please refer to MOU.
- (4) The District retains the right to assign drivers to activity trips to employees who have fewer hours per week/day with the goal of paying the least amount of overtime possible and reducing and /or containing overtime costs. The District agrees to offer extra-duty trips to bargaining unit members prior to using non-bargaining unit members.

O. Licenses/Permits/Employment Requirements

(1) Licenses/Permits

All classified personnel will obtain and maintain any license, certificate, health care, or permit as required by law or policy prior to being paid under this salary agreement. In the event the employee loses a required permit or license, they will be suspended without pay from working until they can regain the required permit or license. If they cannot regain the permit or license within sixty (60) days they may be terminated.

(2) Bus Driver Physicals

- a. The District will pay the cost of the required examination for bus driver physicals. The District may designate the physician(s) to be used. If a driver wishes to use a doctor other than one designated by the District, the District will pay the fee not to exceed \$120.00.
- b. Drivers who work less than two (2) months will have one half (1/2) of the fee paid by the District deducted from their final check.

(3) The District reserves the right to establish pre-employment requirements that may include but are not limited to drug screening, fingerprinting, criminal history checks, skill test, etc.

If a condition is established it shall be made part of the board policy and shall be enacted equally and without discrimination to all candidates. Existing employees are not subject to the requirements unless laws are imposed that require such employment conditions.

(4) The District shall pay the cost of fingerprinting and background checks required by law, for all current bargaining unit members hired prior to the ratification of this agreement. New bargaining unit employees will be reimbursed for the cost of fingerprinting and background checks, commencing

with the 3rd year of employment. Employee must request reimbursement from the District office.

Article 12 – Personnel Files

- A. The official file of each employee is confidential and shall be kept in the District personnel files.
- B. Evaluations, disciplinary actions, and complaints shall not be placed in an employee's personnel file without either the signature of the employee indicating that he/she has been shown the material or a statement by the employee's supervisor that he/she has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee.
- C. The employee shall have the right to make a written statement relating to any evaluation, reprimand, charge, action, or any matter placed in the personnel file.
- D. The personnel file shall be open for inspection by the employee during regular office hours, but shall be open only to such other persons as are officially designated by the District or by the employee.

Article 13 – Leave from Duty

A. Sick Leave

- (1) Sick Leave shall accrue at the rate of one day per month employed, or ten (10) days per year, whichever is greater. Sick leave shall be available for the employee's illness or injury (or disability due to pregnancy) or illness of a family member, which prevents work performance and shall be paid at the employee's normal daily rate of pay. Unused sick leave is accumulative for an unlimited number of days.
- (2) When an employee will be absent from work, he/she shall give notice to the principal or person designated by the Superintendent to receive such notice. If the absence is for consecutive days, the supervisor shall be notified of the probable date of return. The Superintendent may require substantiation of said illness pursuant to state and federal law.
- (3) An employee returning from any illness or injury, whether or not sick leave benefits have been paid, may be required to submit to a written release stating employee's ability to return to work prior to returning to work, in order to safeguard the health of students and fellow employees. It is not the intent of the parties to require return to work releases when an employee is absent due to colds or flu.
- (4) All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except those which another employer will allow to be transferred, or PERS will accept toward retirement.
- (5) Any employee obtaining sick leave benefits by fraud, deceit, or falsified statements shall be terminated.
- (6) All sick leave benefits are to be figured on the hours per day that each employee works. (Example: A bus driver whose regular work day is three (3) hours per day would be entitled to ten (10) days at three (3) hours per day for the year, or a total of thirty (30) hours for the year.

(7) Each year each employee shall be given an accounting of his used and accumulated sick leave as of June 30. This information shall be given to the employee no later than September 15 of each year.

(8) Transfer of Sick Leave

New employees to the District who have worked in other Oregon districts shall, after completing thirty (30) working days, be eligible to transfer all unused accumulated sick leave.

- a. For retirement purposes, under ORS 238.350, the District will permit a school employee who has been employed in other Oregon districts to transfer an unlimited number of days of unused accumulated sick leave.
- b. That usable for sick leave purposes shall not exceed seventy-five (75) days of the total transferred, and those must be certified as having been available for sick leave by the most recent employing District.

B. Emergency/Personal Leave

(1) An employee absent from duty because of an emergency, at the discretion of the supervisor or building principal and Superintendent, shall be paid his/her full salary for a period not exceeding a total of three (3) days in any one fiscal year. This leave does not accrue from year to year.

(2) Emergencies are defined as:

- a. Illness in the employee's immediate family. Immediate family is defined as: spouse, child, parent, grandparent, grandchild, brother, sister, parent of spouse, or a resident responsibility of the employee.
- b. Court appearances of a litigant.

(3) The District may grant up to three (3) days of paid personal business leave, per year, for personal business appointments that cannot be scheduled during weekends, holidays, vacations or after school hours. This leave does not accumulate from year to year.

(4) Emergency/Personal leave days shall not exceed three (3) days total.

C. Bereavement Leave

An employee shall be granted a maximum of five (5) days with pay for death in the immediate family. Immediate family is defined as: spouse, child, parent, grandparent, grandchild, brother, sister, parents of spouse, brother-in-law, sister-in-law or resident responsibility of the employee. Bereavement leave for a situation not listed above, or additional time for unusual circumstances, may be allowed with the approval of the Superintendent. The decision of the Superintendent is final and binding and not subject to the grievance procedure.

D. Family Leave (Must submit a letter of request)

FMLA (Family Medical Leave Act) and OFLA (Oregon Family Leave Act) requests must contain enough information for the Board to determine whether the request qualifies for FMLA.

(1) Family leave will be given in accordance with state and federal laws.

E. Jury Duty Leave

An employee shall be granted leave with pay to serve on jury duty; provided, however, the compensation paid to said employee for the period of leave shall be reduced by the amount of compensation, not including expenses allowed, received by the employee for such jury service, and upon being excused from jury service during any day, an employee shall immediately return to complete his assignment for the remainder of his/her regular workday. Night shift employees shall not be required to return to duty if called and/or serve, and the employee spends four (4) hours or more at the direction of the court(s).

F. Military Duty

Military leave shall be allowed in accordance with federal and state laws relating to such leave.

G. Leave without Pay

(1) Leave without pay may be obtained for reasons such as health, family emergencies, business matters and other reasons.

(2) Requests for leaves of up to five (5) days duration will be received and approved or rejected by the Superintendent. Requests for more than five (5) days duration (but less than thirty (30) days) will require approval by the Board of Directors.

(3) Leave requests shall be made in writing and submitted as soon as possible, stating the reason for said request, duration of the leave, and expected date of return. Employees granted unpaid leave will not accrue nor lose seniority during the approved leave of absence.

(4) Upon return from leave, the employee shall be returned to his/her position held prior to the leave if reasonably possible, but if not, to a different position in his/her classification.

(5) An employee on leave shall be allowed to continue insurance benefits provided by the District, with the employee paying his/her own premium in advance, on a monthly basis, for the duration of the leave, subject to approval of the insurance carrier.

H. General Conditions

(1) It is expected that employee will be on duty during their working days unless a situation beyond their control prevents their presence.

(2) The District provides sick leave and emergency leave as an insurance program against loss of income during short term disabilities resulting from non-job related illness or accidents or conditions beyond the employees' control.

(3) Special leaves from duty may be granted by the District at no pay when such leave, in the opinion of the District, will not hinder the operation of the school or the educational program. However, nothing under the Leave from Duty section shall be construed to allow for leave, with or without pay, for such functions as shopping, hunting, fishing, extensions of vacation periods, job interviews, business which should be conducted on non-school hours, or any similar reasons which are a neglect of duty.

I. Exhaustion of all Benefits

(1) An employee who exhausts all benefits, including vacation, or other compensable time, paid or unpaid leave, and who is still medically unable to assume the duties of his/her position, shall be placed on a re-employment eligibility list for a period of twenty-seven (27) months. The employer shall notify the employee of his/her placement thereon.

(2) When the employee is medically able as per doctor's authorization or release, to resume the duties of his/her position, the employee shall so notify the employer and provide the medical release to the District office. After notification,

the employer shall recall the employee to the first vacant position in the employee's classification.

- (3) If the employee fails to respond to a written inquiry from the District within five (5) days of written receipt notice, the employer may strike the employee's name from the re-employment list. Upon return from leave, the employee would be entitled to the same or similar position as he/she had prior to the beginning of the leave.
- (4) Re-employment rights under this section shall not take precedence over a re-employment list established as a result of layoffs.
- (5) If an employee has been granted an unpaid leave of absence under this section and subsequently files for and is granted Unemployment Insurance benefits, his/her leave shall be terminated as of the effective date of receipt of benefits and shall be considered a resignation from the District.
- (6) No sick leave will be accrued or used during the absence.

J. Sick Leave Fund

Purpose: The purpose of the Sick Leave Fund is to provide a safety net for employees who face long-term serious illnesses and have exhausted sick leave and do not qualify for long-term disability or worker's compensation benefits.

- A. The District will contribute \$2500 per year (starting with the 2013-2014 school year) to provide relief for employees who are suffering from long-term illnesses and have exhausted their sick leave.
- B. Any funds not used during the school year will be carried over to the next contract year. The Sick Leave Fund will not accumulate beyond a maximum of \$7500.
- C. The Association will create a committee to review requests and make decisions as to who may receive compensation from the fund based on the criteria outlined in the remainder of this memorandum. The recommendation will then be presented to the District to verify that all criteria have been met.

- D. When a participant faces a long-term, serious illness, (absences exceeding more than twenty (20) consecutive workdays, has exhausted his/her sick leave and is not collecting worker's compensation or long-term disability, he/she may request funds. The funds can be requested for the period of time that an employee is ill or receiving treatment for the illness. No one shall be awarded more than \$3000 or the amount which exists within the fund (whichever is less) in any one year or receive double compensation (no disability or worker's compensation benefits) for days on leave.
- E. Prior to requesting leave from the Sick Leave Fund, the employee must have exhausted all accumulated paid leave.
- F. An employee requesting funds from the Sick Leave bank must have completed 24 months of employment in the District.
- G. The committee shall require a physician's statement prior to the granting of the request to access the Sick Leave Fund. Lack of medical verification, failure to exhaust all available leave, or receipt of other salary reimbursement benefits shall be used to deny a request for compensation from the Sick Leave Bank.
- H. By October 15 of each year, the District shall notify the Association in writing of the balance of the Sick Leave Fund.

Article 14 – Fringe Benefits

A. Vacation Time

Vacation allowance earned by full time employees in the bargaining unit will be granted as indicated in the following outline and compensated at the employee's rate of pay, for each full year worked.

(1) After completing the probationary period, the employee will accrue vacation allowance until June 30 of the first year of hire. The rate to be accrued will be one day per month, not to exceed ten (10) days per year for five (5) years. The probationary period shall be ninety (90) days and no vacation will be accrued during that probationary period.

An employee's eligibility for vacation allowance during the current contract year will be determined by the total number of years of service completed as of June 30 of the previous contract year.

Vacation time shall not be granted if it interferes with the operation of school.

Years of Service	Vacation Time
1-5	10 days
6 and up	15 days

An employee who is entitled to a vacation with pay will be paid such accrued vacation pay when he/she is laid off, retired, or if his/her seniority is terminated for any reason.

(2) If an employee terminates of his own choice while in good standing and gives two (2) weeks' notice, the District shall pay his/her vacation time due.

(3) If an employee is terminated for unsatisfactory services, the employee will not receive any vacation pay.

(4) Accrual of vacation leave may not exceed the amount of vacation time an employee would be entitled to over the course of two (2) years. Any time the employee has vacation time in excess of the allotted accrual, the time will be forfeited. The District will notify employees, in writing, three (3) months prior to the loss of any vacation time.

(5) Administrators can deny a vacation leave request if the leave would interfere with the operation of the school.

B. Paid Holidays

(1) Paid holidays for full time, 12-month employees if they work the day before or the day after for compensation or an approved vacation shall be:

- a. Independence Day
- b. Labor Day
- c. Veteran's Day
- d. Thanksgiving Day
- e. The Day after Thanksgiving
- f. Christmas
- g. New Year's Day
- h. Martin Luther King Day
- i. President's Day
- j. Memorial Day

(2) Paid holidays for other employees in the bargaining unit who work the last working day before or the first day after shall be:

- a. Labor Day
- b. Veteran's Day
- c. Thanksgiving Day
- d. Martin Luther King Day
- e. President's Day
- f. Memorial Day

and shall be paid at their regular scheduled workday rate and hours.

C. Insurance

- (1) The District will contribute toward insurance premiums on a unit basis for each qualified employee.
- (2) Insurance carriers will be determined following OEBB guidelines.
- (3) The District shall provide for each qualified employee who subscribes to the District-sponsored insurance program, a maximum of \$8.58 per hour fiscal year 2018-2019, with a maximum of \$9.03 per hour for 2019-2020, and a maximum of \$9.48 per hour for 2020-2021, for actual hours worked or fraction thereof, excluding overtime and extra duty.

But at no time during the term of this Agreement shall the District's contribution ever exceed \$17,846 per employee per year for the 2018-2019 insurance year, and \$18,782 per employee per year for the 2019-2020 insurance year and \$19,718 for the 2020-2021 insurance year.

- (4) Any employee who does not need or want to use the benefit amount provided by the District shall not receive any other benefit in lieu thereof.
- (5) 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.
- (6) For less than 12-month employees, the District agrees to use the number of hours worked during the contract year to establish the District's contribution during those months the employee is on summer break.
- (7) In the event a married couple is employed as classified employees, the District will combine their hours worked for purposes of insurance contribution toward one policy up to the maximum of one cap in (3) above.
- (8) Plan selections for Medical, Vision, Dental and Orthodontia insurance shall be selected by a Chapter Insurance Committee. Plan selection shall be forwarded to the District no later than ten (10) days prior to the deadline for the District to finalize selections with OEBB. The Union will include a HSA plan (Plan 9) as one of their choices. For employees who select the HSA option, the District will contribute up to \$400 for employees working less than 30 hours per week. For employees that work over 30 hours, employees would receive full district credit towards HSA.

- (9) All classified employees will receive OEGB's Basic Life, Long-term Disability, and Accidental Death and Dismemberment insurance, paid by the District.

Article 15 – Separability of Provisions

- A. In the event that any provision of this contract shall at any time be declared invalid by any court of competent jurisdiction, such decision shall 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 express intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect.

Article 16 – Funding

- A. The parties recognize that revenue needed to fund the compensation provided by this agreement must be approved by established budget procedures.
- B. All such compensation is therefore contingent upon sources of revenue and, where applicable, voter levy and/or tax base approval. The District agrees to include in its budget requests amounts sufficient to fund the compensation provided by this agreement, but makes no guarantee as to any level of employment in the bargaining unit.
- C. All salaries and benefits shall remain at the last agreed schedule during the period of re-negotiations.

Article 17 – Layoff and Recall

- A. Bargaining Unit seniority shall be defined as the total length of service as a classified employee within the bargaining unit from the most recent date of hire. For accounting purposes, all authorized paid service will be counted towards seniority; authorized, unpaid leaves of absence will not count towards seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.

“Class Seniority” is defined to mean all credited service an employee has in that particular classification plus higher classes if the employee has previously served in a higher classification.

A higher classification is a job that has a higher hourly rate of compensation than the employee is currently working in.

- B. When a layoff occurs within the bargaining unit, the Association and those employees affected will be notified.
- C. Layoff of bargaining unit employees will be based upon seniority, but such layoff will occur by classification. Laid off employees will not be paid any salary or benefits during the period of layoff. Notwithstanding, a laid off employee may, at his/her own expense, continue insurance coverage, subject to the approval of the insurance carrier(s).
- D. A laid off employee who previously worked in a different classification for the District (within the definition of seniority in paragraph A), may “bump” an employee in the other classification as long as one condition is met:

(1) Any employee who has been laid off from a position in the class in which he/she had previously attained permanency, and to exercise his/her bumping right on the basis of his/her prior service in that class plus all seniority attained in equal or higher classes. The process of displacement will continue through classes where the employee had attained permanency until he/she is placed or totally displaced.

E. (1) In the event of layoff, employees in the following classification may bump less senior employees in lesser paying classifications:

- a. Special Education Assistant may bump Educational Assistant;
- b. Trainer may bump Dispatcher or Bus Driver;
- c. Dispatcher may bump Bus Driver; or
- d. Baker may bump Food Service Assistant.

(2) All current bus aides will remain in the "Special Education Assistant" classification. Bus aides hired after ratification of this agreement will be in the new classification of "Bus Aide". Individuals within this classification will be limited to bumping solely within this classification.

F. Recall

Recall rights shall exist for twenty-seven (27) months from the day of layoff. Any laid off employee not recalled according to this procedure within twenty-seven (27) months will be deemed to have resigned in good standing.

G. Whenever the District determines that a regular vacancy exists within a classification, which has experienced a layoff (within the last twenty-seven (27) months), laid off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid off employee.

The laid off Employee will have ten (10) workdays to respond to the recall notice. Failure to respond within the ten (10) workdays or rejection of any recall notice will cause the laid off employee to forfeit all recall rights and will be deemed to be a resignation, unless adequate reasons for failure to respond exist.

H. If no laid off employee has responded to the recall by classification, or if no further laid off employees exist from the classification, all other laid off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in his/her own classification.

For the purpose of administering this Article, and solely for this purpose, “classifications” for layoff shall be the following:

Educational Assistant	Custodial/Maintenance
Library Assistant	Bus Driver
Dispatcher	Baker
Special Educational Assistant	Trainer
Secretary	Food Service Assistant
Bus Aide	YTP Coordinator

Article 18 – Productivity Improvement

A. Tuition Reimbursement Program

The District will provide the following tuition reimbursement program for each bargaining unit member:

- (1) The District will reimburse pre-approved tuition costs up to six (6) term hours each year. Reimbursement rates will be at the rate established by the Oregon System of Higher Education if the course is within the state system. If the course is not within the state system, the rate shall be equal to tuition charges of the Department of Continuing Education or actual costs, whichever is less.
- (2) An employee shall be under the contract for one school year prior to receiving tuition reimbursement and must return for one school year after receiving tuition reimbursement. Should an employee not return to the District the year following receipt of tuition reimbursement funds, the employee shall be obligated to repay to the District the amount received for tuition reimbursement in that previous year.
- (3) Reimbursement will be made upon submission of evidence of successful completion of the course (a 2.0 grade or better; no Pass/Fail unless P/F is the only course option; transcript of grade slip required) to the District Office. Submission deadlines shall be as follows: for summer term, by October 15; for fall term, January 15; for winter and spring term, by August 5. Payment will be made no later than the next regular pay period following the submission deadline.

(4) Course eligible for reimbursement shall be:

- a. Courses needed for certification or part of a District approved program; or
- b. A course which would definitely aid an employee in his field or employment. If the course does not meet the criteria in (a) above, the Superintendent's approval is necessary for reimbursement payments.

Employees may request to participate in District provided in-service and have fees paid by the District. The in-service must provide instruction that directly relates to or would improve the employee's present position. The Superintendent shall have the sole decision making authority as to whether the in-service meets the criteria of direct relationship to the employee's position.

(5) The District will budget at \$3,000 using all available funding resources for professional development of classified employees. The purpose will be to improve or update the employee's skills in his/her current position. The principal or his/her supervisor must approve all courses and workshops prior to enrollment.

(6) Education reimbursement may be taxable as per Federal and State tax law.

Article 19 – Grievance Procedure

A. Definitions

- (1) “Grievance” shall mean a complaint by an employee or group of employees that there has been to him/her (or them) a violation of any provision of this contract.
- (2) “Grievant” is the person or persons having the grievance and presenting the complaint, also referred to as the “complainant”.
- (3) The “party of interest” is either the person or persons making the complaint or the person or persons against whom the complaint is made.
- (4) “Consultant” is the one who advises either party in interest.
- (5) “Representative” is one who may speak for and/or advise a party in interest.
- (6) “Immediate supervisor” is the one who has direct administrative or supervisory responsibilities over the Grievant in the area of grievance as assigned by the District.
- (7) “Days” The term “days” that the District office is open when used in this article shall except where otherwise indicated, mean the Grievant’s working days.
- (8) “Persons officially involved” means the Superintendent, his representative and/or consultant, the Grievant, his representative and/or consultant, and witnesses.

B. General Procedures

- (1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The time specified, however, may be extended by written mutual consent of the parties at any level.
- (2) All parties should attempt to complete the procedure as quickly as possible. The parties shall make a good faith effort to shorten the number of days provided at the various steps whenever possible, in order to facilitate a decision.
- (3) All parties in interest have a right to consultants or representatives of their own choosing at each level of procedures for resolution of grievances.
- (4) There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of grievances.
- (5) Failure at any level of this procedure by the Grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the Grievant to respond to the next level.
- (6) All documents, communications, and records of a grievance will be filed in the school District office separately from personnel files.
- (7) In the course of investigating any grievance, representatives of either party in interest who need to contact an employee will contact the supervisor of the employee being visited and will state the purpose of the visit immediately upon arrival.
- (8) Every effort will be made by all parties to avoid interruption of work schedules and /or any other school sponsored activities.
- (9) Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedures.
- (10) All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties.

- (11) If, in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievance in writing to the Superintendent and the processing of such grievance shall be commenced at Level Two.
- (12) Financial responsibility. Each party shall pay any and all costs incurred by said party.
- (13) The grievance procedure will not be used while a Grievant is under the jurisdiction of the courts or has resorted to the judicial process.
- (14) Subject to the Public Meetings law, all meetings and hearings under these proceedings shall be closed, unless the Grievant requests an open meeting.

C. Levels of Grievance

Level One – Informal

- (1) Each grievance shall have to be initiated within the ten (10) days after the occurrence of the cause for the complaint. However, if the Grievant did not become aware of the occurrence until a later date, then he/she must initiate action within ten (10) days following his/her first knowledge of the cause. In failing to initiate action, he/she shall be considered to have no reasonable grievance.
- (2) The Grievant will first discuss his/her grievance with his/her immediate supervisor, either individually or accompanied by a representative, with the objective of resolving the matter informally.

Level Two – Formal

- (1) If the Grievant is not satisfied with the disposition of the grievance at Level One, he/she may file a written grievance with his/her immediate supervisor within twenty (20) days following the decision at Level One. The grievance shall set forth the grounds upon which the claim is based and the specific remedies being sought. The immediate supervisor shall communicate his/her decision in writing within ten (10) days to the Grievant.
- (2) Within ten (10) days of receipt of the decision by the immediate supervisor, the Grievant, if he/she is not satisfied with the decision of the immediate supervisor, may appeal in writing to the Superintendent.

Level Three – Superintendent

- (1) Appeals to the Superintendent shall be heard by the Superintendent or his/her representative within ten (10) days of his/her receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior thereto the Grievant, his/her representative, or any other persons officially involved in the grievance.
- (2) Within ten (10) days of hearing the appeal, the Superintendent or his/her representatives shall communicate to the Grievant and all other parties officially present at the hearing his/her written decision, which shall include supporting reasons therefore.
- (3) If the Grievant is not satisfied with the Superintendent decision, he/she may request a Level Four hearing within ten (10) days of the Level Three decision.

Level Four – District Board of Directors

- (1) Within five (5) days of the receipt of the appeal, the District Board of Directors will notify all official parties of the hearing to be held within ten (10) days of receipt of the appeal. The Board of Directors shall hear arguments of the Superintendent or his representative and the grievant. At the request of the grievant, the hearing before the Board shall be a public meeting, subject to the Public Meetings Law. The decision of the Board will be submitted to the Superintendent and the Association, within ten (10) working days and will be final and binding upon the parties.

Article 20 – Classification and Insurance Committee

A. Classification Committee

The District and the Association will maintain a Classification Committee. The Committee's purpose will be:

- (1) To review all job descriptions within the bargaining unit that has been brought to the Committee's attention.
- (2) To recommend to the District salary placement on the salary schedule for a new position in the bargaining unit or for those positions within the bargaining unit that have been reviewed and acted upon by the Committee.
- (3) The Committee will determine a set of procedures to be followed and requirements to be met for the review process.

B. Structure of the Committee

The Committee shall be comprised of six (6) voting members, three (3) selected by the District and three (3) selected by the Association. Terms will be three (3) years and made in such a way that one District and one Association member shall expire each year. People knowledgeable about the job being reviewed may be called by the Committee to provide information as needed. The Superintendent and the OSEA Field Representative will serve as non-voting-advisors.

C. Consideration Process

(1) Existing Positions

- a. In order for an existing position to be reconsidered, an employee and his/her administrative supervisor must mutually agree to make the request.
- b. In the event an employee and the administrative supervisor cannot agree on a request for reconsideration, the employee may appeal to the Superintendent. The Superintendent's decision is final and binding on the parties.

(2) New Positions

- a. The District will be responsible for initiating a request for classification.
- b. The District retains the right of final decision as to whether a new position should or should not be established.

Article 21 – Term of Agreement

- A. This agreement shall be effective upon ratification of the parties and shall be binding upon the District, the Association, and employees, and shall remain in full force and effect through June 30, 2021.
- B. The District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board’s direction and control.
- C. On January 15, 2021 this agreement will automatically be reopened. Negotiations shall commence not later than March 15, 2021.

MODIFICATION: This agreement shall not be modified, in whole or in part, by the parties except by an instrument, in writing, duly signed by both parties.

Bandon School District #54

Oregon School Employees Association

Chapter No. 112

By: _____

Chairman, Board of Directors

President

By: _____

Superintendent

Secretary

OSEA Representative

Date _____

Date _____

**Appendix A
18-19 Classified Salary
Schedule**

3.00% increase over 17-18	STEP 1	STEP 2	STEP 3	STEP 4
Educational Assistants	11.47	11.94	12.40	12.91
Library Assistant II	11.97	12.46	12.95	13.47
Special Ed Assistants	11.97	12.46	12.95	13.47
Bus Aide	11.97	12.46	12.95	13.47
Secretaries	15.08	15.68	16.29	16.95
Custodian	15.08	15.68	16.29	16.95
Bus Drivers	15.34	15.97	16.59	17.24
Activity Runs	11.23			
Dispatch	16.01	16.63	17.25	17.91
Trainer	17.26	17.93	18.60	19.32
Baker	11.27	11.72	12.17	12.68
Food Service Assistant	10.50	10.92	11.34	11.80
YTP Coordinator	13.75	14.31	14.85	15.45
Sign Language Asst.	21.31	22.17	23.06	23.97

Insurance Contribution per
hour worked = \$8.58
Less than full time receive additional credit for month(s) not
worked
Maximum annual contribution = \$8.58 x
2080 hours - \$17,846

Appendix B
19-20 Classified Salary Schedule

2.50% increase over 18-19	STEP 1	STEP 2	STEP 3	STEP 4
Educational Assistants	11.76	12.24	12.71	13.23
Library Assistant II	12.27	12.77	13.27	13.81
Special Ed Assistants	12.27	12.77	13.27	13.81
Bus Aide	12.27	12.77	13.27	13.81
Secretaries	15.46	16.07	16.70	17.38
Custodian	15.46	16.07	16.70	17.38
Bus Drivers	15.72	16.36	17.01	17.67
Activity Runs	11.51			
Dispatch	16.41	17.05	17.68	18.36
Trainer	17.69	18.38	19.07	19.80
Baker	11.55	12.01	12.48	13.00
Food Service Assistant	11.00	11.18	11.62	12.10
YTP Coordinator	14.09	14.66	15.22	15.84
Sign Language Asst.	21.84	22.72	23.64	24.57

Insurance Contribution per hour worked = \$9.03

Less than full time receive additional credit for month(s) not worked

Maximum annual contribution = \$9.03 x 2080 = \$18,782

Appendix C
20-21 Classified Salary Schedule

2.00% increase over 19-20	STEP 1	STEP 2	STEP 3	STEP 4
Educational Assistants	12.00	12.48	12.97	13.49
Library Assistant II	12.51	13.03	13.54	14.09
Special Ed Assistants	12.51	13.03	13.54	14.09
Bus Aide	12.51	13.03	13.54	14.09
Secretaries	15.77	16.39	17.04	17.73
Custodian	15.77	16.39	17.04	17.73
Bus Drivers	16.03	16.69	17.35	18.03
Activity Runs	11.74			
Dispatch	16.73	17.39	18.04	18.73
Trainer	18.05	18.75	19.45	20.19
Baker	11.78	12.25	12.73	13.26
Food Service Assistant	11.50	11.73	11.86	12.34
YTP Coordinator	14.38	14.96	15.53	16.15
Sign Language Asst.	22.28	23.17	24.11	25.06

Insurance Contribution per hour worked = \$9.48
 Less than full time receive additional credit for month(s) not worked
 Maximum annual contribution = \$9.48 x 2080 = \$19,718