

Contract

Between

BAKER SCHOOL DISTRICT 5J

And

BAKER CHAPTER #20

OF THE

OREGON SCHOOL EMPLOYEES ASSOCIATION

July 1, 2020 – June 30, 2023

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**ARTICLE 1**  
**RECOGNITION & MISCELLANEOUS**

- A. The Board/District recognizes the Association as the exclusive representative for the purpose of negotiation of wages, hours and conditions of employment for all classified employees.

Specifically excluded from the bargaining unit are:

Supervisory Employees  
Confidential Employees  
All Central Office Employees (except the Warehouseman and district Para Interpreter/Translator).  
Substitutes and temporary employees (any position of ninety (90) calendar days or less)  
Seasonal grounds help (maximum six [6] months)

- B. Employment of all regular full-time and regular part-time employees will be probationary for the first six months of employment. The district shall have the right to discharge any employee at any time during his/her probationary period. Such discharge shall not be subject to the dismissal procedure in the contract. Employees will be evaluated by their immediate supervisor within three working months from date of hire and at the conclusion of their probationary period. Probationary employees shall be afforded all other rights under the collective bargaining agreement. Management cannot extend beyond the 6 month probationary period without approval by the Association. If management fails to evaluate at the three month time period, four weeks at either side, the probationary worker is automatically covered by the union contract including dismissal.
- C. This Contract is subject to modification, amendment or reopening only upon mutual agreement of the parties.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. The intent of this Agreement is to set down in writing the full and entire existing agreement between the parties on all matters pertaining to wages, hours and conditions of employment for all personnel covered by this Agreement. In recognition of this, the Board and Association, for the life of this Agreement, agree that neither party shall be obligated to bargain collectively over any matter pertaining to wages, hours and conditions of employment. Both parties agree that this written Agreement constitutes the sole and entire existing Agreement between the parties.

## **ARTICLE 2 MANAGEMENT RIGHTS**

- A. The District, on its own behalf and on behalf of the electors of the 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 Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:
1. the executive management and administrative control of the school system and its properties and facilities;
  2. the hiring of all employees and the right to determine their qualifications and the conditions of their continued employment or their dismissal, demotion, promotion or transfer;
  3. continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
  4. determine the services, supplies and equipment necessary to continue its operations, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
  5. adopt reasonable rules and regulations;
  6. determine the qualifications of employees, including physical conditions;
  7. determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
  8. determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies;
  9. determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
  10. determine the size of the management organization, its function, authority, amount of supervision and table of organization;
  11. determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District shall be limited only by the specific, written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the State of Oregon.

- B. The District has the right to contract or subcontract out bargaining unit work and/or work currently being performed by members of the bargaining unit only after a cost benefit analysis has been performed showing substantial long term benefit to the district. This clause shall maintain all of the District's lawful rights and obligations regarding labor relations including providing the Association thirty

(30) days' notice of the Board's intent to make a decision on contracting out. If the District elects to proceed with contracting out, it will notify the Association's chapter president in writing. Within fourteen (14) days of receipt of this notice, the Association may demand to bargain over the decision and impact of contracting out.

### **ARTICLE 3 ASSOCIATION RIGHTS**

- A. The Association and its members shall, at no cost, be permitted to use school building facilities during non-instructional hours when arranged in advance and in accordance with school building use policies. One (1) bulletin board per building shall be made available to the Association and its members and may be used by the administration for announcements of interest to classified employees.
- B. School mail, e-mail, voice mail, and mailboxes within buildings may be used for the distribution of Association communications.

The Association shall be permitted to use school equipment under the following conditions:

- 1. The use of school equipment shall be at reasonable times during non-instructional hours.
- 2. Cost of materials or any user fees shall be borne by the Association.
- 3. The use of school equipment shall not interfere with normal school operations.

The permission granted in this paragraph shall be terminated upon receipt of a notice of strike from the Association.

- C. Upon request, the Board/District agrees to furnish to the Association all District information requested and which is necessary for the Association to function as the exclusive bargaining representative.
- D. Whenever any representative of the Association or any classified employee is required, or by mutual agreement of the parties, to participate during working hours in negotiations or grievance proceedings, including investigation, he/she shall suffer no loss in pay.
- E. The District shall allow designated union representatives to engage in the following activities and at the District's facilities, without loss of compensation or benefits:
  - 1. Investigate and process grievances and other workplace-related complaints;
  - 2. Attend investigatory meetings, hearings, and other due process proceedings;
  - 3. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
  - 4. Engage in collective bargaining as an Association representative;
  - 5. Attend labor-management meetings to discuss employment relations;
  - 6. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days of hire for a period of thirty (30) minutes. Such meetings may occur at employee orientations or individual or group meetings; and
  - 7. Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.

For the purpose of this Article, "designated representatives" shall include chapter executive board officers and building representatives. The District shall not reduce a designated representative's work

hours to accommodate the performance of the activities listed above, except to prevent an employee from working unauthorized overtime hours.

F. The District shall provide the Chapter President and OSEA (by emailing [classified@osea.org](mailto:classified@osea.org)) an editable Excel spreadsheet containing the following information (to the extent it exists within District records) for each employee in the bargaining unit, within ten (10) calendar days from the date of hire, or proceeding from the employee's first payroll and every one-hundred twenty (120) calendar days for employees in the bargaining unit who are not hired:

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

G. OSEA State Association Time Release

In addition to paid leave to conduct local union business enumerated in Section E. above, Association members may be allowed time off without loss of pay or benefits under the OSEA Time Release Program in order to participate in state and/or national level elected or appointed positions or to assist in other Association business.

1. Such leave must be requested at least twenty-four (24) hours in advance.
2. Release of the employee is contingent upon mutual agreement between the Association and the District.
3. Funding for time release must be approved by the OSEA State Association.
4. The District will continue to pay the employee, and the State Association will reimburse the District for actual employee costs to release the employee participating in the program. Actual costs include wage and related payroll costs. Employees participating in the OSEA Time Release Program are not entitled to District reimbursement for travel, meals, or lodging.

## **ARTICLE 4**

### **RIGHTS OF CLASSIFIED EMPLOYEES**

**A. Verbal Concern**

Verbal concern expressed to an individual classified employee regarding his/her job performance by any supervisor or administrator shall be made in a confidential manner. Verbal concerns regarding an individual supervisor, administrator, Board member, or fellow employee by a classified employee shall be conducted in a confidential manner and setting.

**B. Complaints**

Complaints regarding an employee, which are considered to be of a serious nature by administrators, shall be discussed with the employee in a confidential manner and setting. Classified employees have the right to have an Association representative present when discussing a complaint with an administrator or supervisor, which the employee reasonably believes could lead to discipline. Classified employees filing complaints may also bring union representation to a meeting to discuss the complaint.

All complaints shall follow the district complaint procedure.

**C. Training**

If any classified personnel will be expected to implement a program and/or provide personal care for students, they will be expertly trained. Training shall occur the same way as all other personnel in the district are professionally trained. If this training requires such personnel to put in extra hours in any given week, they will be appropriately paid.

**D. Pay Periods**

Each less-than-12-month employee shall choose his or her method of receiving pay from the following choices and shall notify the payroll office by September 5 of each school year of the method desired. If the payroll office is not notified by September 5, then the default method will be method #2.

1. ten (10) equal payments, with paychecks issued on the last working day of each month, beginning in September and continuing through June with the remaining paychecks issued after the last classified contract day, but no later than the last business day in June;
2. twelve (12) equal payments, with paychecks issued on the last working day of each month, beginning in September and continuing through August;
3. twelve (12) equal payments, with paychecks issued on the last working day of each month, beginning in September and continuing through May, with the remaining paychecks issued no later than the last business day in June.
4. Bus Drivers shall have their summer insurance spread over the ten (10) month period so as not to come completely out of the June paycheck.
5. No draws will be allowed beyond the choice of pay method.

In addition to the methods listed above, the classifications of Secretary 1 and Secretary 2 may elect to receive twelve (12) equal payments, with paychecks issued on the last working day of each month, beginning in August and continuing through July.

E. Dues Deductions

Any employee who is a member of the Association or who has applied for membership may sign and deliver through the Association, to the payroll department, authorization for deductions of membership dues in the Oregon School Employees Association. Such authorization shall continue in effect from year to year unless revoked in writing to the Association as hereinafter provided. (The Association will indemnify, defend and hold the District harmless against any claims made and any suit instituted against the District on account of any action taken under the provisions of this article.)

## **ARTICLE 5 SICK LEAVE POOL**

In order to assist employees who become seriously ill or injured and who do not have sufficient health leave days to cover their absence, a Self-Insured Sick Leave Pool and a Designated Sick Leave Pool have been established by the District. Employees may use the Sick Leave Pool for the extended illness or injury of a spouse, son, daughter, parent or other dependents as defined by OFLA. Other family members may be appealed to the board on a case by case basis. These pools will be managed by the JBC (Joint Benefit committee) using the following criteria and procedures:

### **A. Self-Insured Sick Leave Pool:**

1. Decisions regarding this pool will be managed by the JBC.
2. Each bargaining unit member may volunteer one (1) day/ up to eight (8) hours of health leave annually to be transferred to the pool.
3. Annual contributions will be made only if the total hours available in the pool fall below three hundred twenty (320). When below 320 hours everyone renews their "policy" by transferring one (1) day each to the pool.
4. Open enrollment to participate is the month of September each year.
5. New hires will be allowed to contribute to the pool upon employment.
6. An employee may withdraw days from the health leave pool only if he/she:
  - a. Has participated as a contributor;
  - b. Has used all earned health leave, personal days and vacation to date of accident/illness;
  - c. Has been on leave without pay for ten (10) consecutive workdays, (retroactive to day one if continued illness);
  - d. Has made written application to the JBC. (A doctor's certificate or note may be requested.)
7. An employee meeting the requirements listed above may continue to withdraw days from the pool up to a maximum of forty (40) assigned work days (up to 320 hours). This may or may not include workmens' compensation.
8. Allowances may be made on a case by case basis.

### **B. Designated Sick Leave Pool:**

1. Decisions regarding this pool will be managed by the JBC.
2. This pool is intended for catastrophic and/or major medical only.
3. The recipient must use all earned health leave, personal days and vacation to date of accident/illness.
4. The recipient must have exhausted benefits from the self-insured pool (if a member) before becoming eligible for the designated pool.
5. The recipient must have been on leave without pay for ten (10) consecutive workdays. **(This clause does not apply to members consecutively using the designated pool after using the self-insured pool.)**
6. Recipient must send a written application to the JBC. (A doctor's note or certificate may be requested.)
7. Forty (40) assigned (up to 320 hours) work days are the maximum amount a recipient may receive per incident.

8. If workmen's comp is involved a day is still a day; the sick leave pool will supplement the balance of the employees work day up to a total of forty (40) days.
9. The maximum amount a member may contribute is two (2) days annually.
10. If there are more than forty (40) days (up to 320 hours) donated, time will be returned as follows:
  1. First come, first used
  2. Anything received after the cut-off date will be returned to the sender
  3. If several papers came in on the last day, those sheets will be prorated back to the senders
11. Allowances may be made on a case by case basis.

## **ARTICLE 6 CLASSIFICATION COMMITTEE**

### **A. DUTIES OF THE CLASSIFICATION COMMITTEE**

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

1. to review all job descriptions within the bargaining unit that have been brought to the Committee's attention;
2. to recommend wage placement on the wage 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. determine a set of procedures to be followed and requirements to be met for the review process.

### **B. COMPOSITION OF THE COMMITTEE**

1. The Committee shall be comprised of six (6) voting members, three (3) selected by the District and three (3) selected by the Association.
2. Terms will be three (3) years and made in such a way that one (1) District and one (1) Association member shall expire each year. People knowledgeable about the job being reviewed may be called by the Committee to provide information as needed.
3. The Director of Personnel/Curriculum and the Oregon School Employees Association Field Representative will serve as non-voting advisors.
4. Classifications shall go to committee first and no pay will be discussed. Pay will be a matter of either interim bargaining or passed to the contract bargaining table in contract years.

### **C. CONSIDERATION PROCESS**

1. Existing Positions: In order for an existing position to be reconsidered, an employee and his/her administrative supervisor must mutually agree to make the request. 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.
2. New Positions: Either the District or the Association may initiate a request for classification and/or reclassification.

### **D. FINAL DECISION**

The District retains personnel management right of final decision.

**ARTICLE 7**  
**NEGOTIATIONS PROCEDURES**

- A. Not later than February 15th of the calendar year in which this contract expires, the parties agree to enter into negotiations with the express intent being the formulation of a successor agreement.
- B. The District shall provide all fiscal information concerning the District and members of the bargaining unit.
- C. Within the guidelines provided by law, ground rules will be determined at the initial meeting or meetings before actual negotiations begin.
- D. Bargaining teams will be established at the first meeting and a list of names will be exchanged. If there are any changes to the list, the other team will be notified.
- E. Once an Agreement is negotiated and ratified by the parties, it will be reduced to writing and signed by the Representative of the Board and the President of the Association. The Agreement so signed may not be modified in whole or part during the term of the Agreement except by an instrument in writing duly executed by both parties.
- F. The District agrees to provide each member of the bargaining unit and each new employee a copy of this Agreement.
- G. Any of the ground rules may be modified by mutual agreement of the parties.

## **ARTICLE 8 HEALTH LEAVE**

- A.
1. One (1) day of health leave per month worked shall be granted for each year to all classified employees. A day shall be defined as the lesser of eight (8) hours or your average scheduled work day. For example: a bus driver who has a six (6) hour scheduled route will have a day defined as six (6) hours and receive sixty (60) hours per year for ten (10) months of work. A para-pro who has an average work day of nine (9) hours would have a work day defined as eight (8) hours, and receive eighty (80) hours per year for ten (10) months of work. A secretary who has an average work day of ten (10) hours would have a work day defined as eight (8) hours, and will receive eighty-eight (88) hours per year for eleven (11) months of work. Someone working all twelve months with an average day of eight (8) hours will receive ninety-six (96) hours for the year. Health leave for each school year will be granted the first day of the contract.
  2. Health leave can be taken in 15 minute increments.
  3. Employees may accumulate unlimited credit for the unused portion of their health leave allowance.
  4. When an employee is ill and unable to obtain their own substitute it becomes the responsibility of the appropriate supervisor to select and locate a substitute.
- B. In the event of illness or injury, an employee shall inform his/her supervisor as soon as possible of intent to use health leave. This shall be done prior to the start of the shift. If it is an emergency situation, notification shall be no later than the first day of illness or incapacitation.
- C. When requested by the District, a grant of health leave in excess of five (5) consecutive days must be verified by a written statement from the employee's attending physician or practitioner that illness or injury prevents the employee from working. If the absence is extended over successive pay periods, these verifications must be submitted by the physician each month in such a way as to indicate the anticipated length of absence.
- D. If any employee is absent due to an injury covered by Workers' Compensation, the employee may receive prorated health leave benefits, subject to the employee's accumulated total health leave earned.
- E. New employees to the District may transfer a maximum of seventy-five (75) days of accumulated health leave from other Oregon School Districts. The transfer of health leave from another Oregon district shall not be effective until the employee has worked for the District for thirty (30) days.
- F. Each employee shall be given a monthly written accounting of his/her use and accumulation of health leave.
- G. Classified employees shall accrue and use sick leave pursuant to ORS 653.601-653.661 (Oregon's "Sick Leave" law) and ORS 332.507 (Oregon's "Sick Leave for School Employees" law), whichever provides

the greatest benefit to the employee. The parties may agree to provide sick leave accrual and benefits that are greater than what is required by law, as specifically set forth in this Agreement.

- H. In order to prevent the abuse of the use of health leave an oversight committee will be formed. The committee will consist of two (2) classified employees and two (2) administrators. The classified employees shall be chosen by the chapter president. None of the committee members will be from the same work-site as the member being investigated. The district shall have the option of forming this committee when there is suspected abuse of health leave. Abuse of health leave is defined as use of health leave for a purpose other than outlined in Article 8 or district policy.

The committee will investigate whether or not there has been abuse of the health leave system and report their findings and may recommend waiver of paragraph "C" (to one [1] day) to the District Superintendent, OSEA Chapter President, and the accused member. The accused will have the opportunity to appear before the committee and to have a representative with them. The accused will have the right to file a written appeal to the superintendent within ten (10) working days from receipt of the committee's findings. The accused has the right to be present with representation at all committee meetings and to grieve the decision of the committee.

## **ARTICLE 9**

### **REST PERIODS & PAID LEAVES OF ABSENCE**

Within each four (4) hour period or major portion thereof, each employee is entitled to a minimum fifteen (15) minute break period. Employees working five (5) hours or more shall receive a single, thirty (30) minute, duty free, lunch period. The break period may not be added to the lunch period or deducted from the beginning or end of the work period to reduce the overall length of the total work period. If an employee's work period is seven hours (7) or less, the meal period is to be taken after the conclusion of the second hour worked and completed prior to the commencement of the fifth hour worked. If an employee's work period is more than seven (7) hours, the meal period is to be taken after the conclusion of the third hour worked and completed prior to the commencement of the sixth hour worked.

#### **A. Jury Duty or Witness Leave**

If an employee is subpoenaed as a witness in a court case or as a juror, the District shall authorize such absence without loss of pay. If the employee receives a fee for these services, the fee, less mileage and subsistence, shall be deposited with the District's payroll clerk in order for the employee to receive a full paycheck for the period involved. A copy of the subpoena will be filed with the employee's immediate supervisor with the request for leave. The employee may request the district to petition the court to be excused from jury duty. This provision shall not apply to classified employees who are the claimant or plaintiff against the District in personal litigation.

#### **B. Bereavement Leave**

Up to a maximum of five (5) days with full pay may be granted for each death in the immediate family of the employee or employee's spouse during any school year. The principal/supervisor, in cooperation with the employee, and approved by the superintendent shall determine the amount of bereavement leave to be granted based on the individual circumstances. This determination can be made upon return of the employee if an emergency condition exists. The term "immediate family" shall be defined as husband, wife, son, daughter, mother, father, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, and any other member of the immediate household. In unusual cases of imminent death or where distance could not be covered safely in five (5) days, appeal may be made to the superintendent for extension of this leave.

The District shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leave. The paid bereavement leave in this section shall run concurrently with leave under OFLA.

The definition of "immediate family" under OFLA may be different than the definition of "immediate family" under this section. The additional leave provided under OFLA will only apply for family members defined under the law.

#### **C. Professional Leave with Pay**

The principal/supervisor may authorize absence of employees for professional purposes with full pay for the following:

1. State Department meetings when the employee's presence is required or it is in the interest of the District. If the District sends an employee to such a meeting, costs of such attendance shall be reimbursed by the District.
2. Other school-oriented meetings when the employee's presence at such meetings is related to his/her assignment; normally no more than one (1) member of a department will be sent, and that member will be expected to represent the District and upon return to the District make a report to the superintendent, department or faculty. Costs of attendance shall be reimbursed by the District.
3. Professional meetings when the employee is a necessary member at such meetings: such as speaker, chairman, president or official delegate, the employee request for leave shall be considered.
4. School visitation leave may be granted for the purpose of visiting other schools, attending meetings or conferences of an educational nature.

D. Military Duty Leave (Adhere to State and Federal Law.)

1. The District shall grant paid military duty leave of absence in accordance with state and federal statutes, provided the employee first makes every effort to schedule such duty outside the regular contract year, and provided further, application for such leave be submitted at the time the employee receives orders and shall indicate the armed services unit to which the employee belongs.
2. Upon return to the District, the employee shall furnish the District payroll Clerk with a certification signed by his/her commanding officer or a copy of the order showing the dates of his/her active duty.
3. An employee called to active duty for more than thirty (30) days shall be granted an unpaid leave of absence. (Refer to Article 10)

E. Personal/Emergency Leave

1. Three (3) days of personal leave shall be granted per contract year; up to two (2) days of any unused personal/emergency leave may be carried over to the next year and accumulated to a total of no more than five (5) days. The employee need not state the reason for using personal leave, other than it is being used under this section. In case of emergency, the employee may verbally notify the principal or immediate supervisor that an emergency situation exists and leave shall be granted. As soon as possible upon returning to duty, the employee shall file the appropriate form for personal leave. The following provisions must be adhered to when such leave is used:
  - a. The principal or supervisor must be notified and approve of the absence forty-eight (48) hours in advance, except as noted above.
  - b. For those positions that require a substitute, leave will only be granted if a qualified substitute is available except in the case of an emergency.

- c. No personal leave may be granted on days immediately before or after school vacations, nor on the opening day or closing day of the school year without prior approval, except as noted above.
- d. Personal/Emergency Leave may be used in fifteen (15) minute increments.
- e. Unused leave will be paid, up to a maximum of 24 hours, at an employee's regular hourly rate.
- f. The District will notify employees of their accumulated personal leave by May 15. Employees will notify the District of their intentions to accumulate or be paid for unused leave by the June payroll date. Employees who fail to notify payroll by the given deadline will be paid for all unused leave.

F. School Closure – Inclement and Emergencies

If school is closed or canceled due to inclement weather – the day for pay purposes for employees not working, shall be a paid day equal to the hours normally worked, unless a District makeup day is scheduled.

Pay for employees asked to work regardless of the closure shall be compensated time/time off, hour for hour, for time worked, during the closure, at a straight rate of pay. Compensation or time off with pay shall be in addition to their regular pay for work that day.

Compensated time, in this instance, must be used by the beginning of the next school year. (Example: if the closure occurs in January of 2018, the compensated time must be used no later than September of 2018 – start of the new school year.)

**ARTICLE 10**  
**UNPAID LEAVES OF ABSENCE**

- A. Any unpaid leaves of five (5) days defined as the member's scheduled workday, or less may be granted at the discretion of the principal/supervisor for any reason deemed appropriate by the principal/supervisor. Any unpaid leave not approved by the principal/supervisor may be appealed to the superintendent.
- B. Unpaid leaves of absence over five (5) days may be granted at the discretion of the superintendent for any reason deemed appropriate by the superintendent. Such leaves must be requested in writing and submitted to the superintendent.
  - 1. No health leave credit shall accrue during the leave of absence.
  - 2. Upon return from leave, the employee shall be placed in the same or comparable position with the same pay, hours and seniority as he/she had prior to the leave.
  - 3. All personal leave and vacation days must be used prior to unpaid leave.
- C. Employees will be granted the opportunity to participate in group insurance while on an unpaid leave of absence of more than five (5) days unless otherwise prohibited by the rules and regulations of the insurance underwriter and/or carrier, provided the employee pays the premium. The provisions of the Family and Medical Leave Act may apply.
- D. Parental leave will be administered in accordance with ORS 659.210 to 659.340. Parental leave may be extended to twelve (12) months leave without pay at the discretion of the superintendent.

## **ARTICLE 11 COMPENSATION**

- A. Employees not eligible for PERS will be paid an additional six percent (6%) in lieu of PERS.
- B. For any employee who requires a physical exam for continued employment as required by law, the District agrees to pay for such exam. If the school district should require an employee to travel out of the city limits to a doctor of the school district's choice, the school district shall pay mileage, at the school district rate, in addition to the employee's hourly rate.
- C. Employees qualified and required to work in and around asbestos shall be paid at the overtime rate for the last step of Maintenance II schedule for all time spent performing Small Scale Asbestos work with the following stipulations:
  - 1. Small scale work shall be defined as work in and around asbestos of less than three (3) lineal or three (3) square feet in conjunction with maintenance. Under AHERA rules the requirement to wear the necessary clothing and respirator will be the determining factor that the work to be performed is in fact related to asbestos.
  - 2. Employees required to engage in this asbestos type work will be paid for a minimum of three (3) hours at the above rate.
- D. Employees shall lose no hours or pay due to scheduling Friday Forum as long as Friday Forums exist.
- E. Appendix A contains the wage schedules for 2020-21 and 2021-22 and by this reference is incorporated into this article. The current wage schedules shall be effective July 1 of each contract year.

### **For 2020-2021 school year**

There shall be a 3% increase over the 2019-2020 wage scale, retroactive to July 1, 2020 for regular position assignments that are in active status upon ratification. Range 1, Step 4 on the 2019—2020 wage scale is shifted to Step 0 on the 2020-2021 wage scale with a 3% increase applied. Range 2 through Range 13 will have the 3% increase over the 2019-20 wage scale applied. Range 14 will be added to the wage scale.

### **For 2021-2022 school year**

There shall be a 2% increase over the 2020-2021 wage scale.

### **For the 2022-2023 school year**

By March 2022, the parties will reopen Article 11.E. (Compensation) and Appendix A (Compensation) to determine the wages for the third year of the contract (2022-23).

- F. Employees called in to work after completing a shift for the day or on a holiday or weekend shall receive compensation for at least two (2) hours at the appropriate rate of pay.
- G. The following applies to members who are needed on a regular basis, after hours, to open, close and clean the Baker High School when it is used by outside parties:

1. Opening and closing the buildings or locked fields – Employees that are called in, whether scheduled or unscheduled, to unlock, lock and clean a building or locked outside facility at the high school will be paid one (1) hour to open and one (1) hour to close and clean such facility. If cleaning or related work results in more than two (2) hours of work, then the employee will receive the greater of actual hours worked or two (2) hours.
  2. Article 11, paragraph F, shall not apply to employees providing the above described services at the high school.
  3. The employee will be paid the appropriate rate of pay depending on the individual circumstances. For example: If the hours worked are above and beyond the 40 hours worked previously during the same week, then the pay would be at the appropriate overtime rate.
- H. The maximum work week is forty (40) hours. Employees may work overtime only with the express prior approval of their supervisor. Overtime shall be compensated at a rate of one and one-half times the normal rate of pay. Overtime may be allowed in compensatory-time-off at a rate of one and one-half hours for each hour of overtime worked. Compensatory time can be accumulated up to forty (40) hours. If compensatory-time-off is unavailable to classified employees, up to forty (40) hours will be paid.

Definitions:

1. Compensatory-Time-Off: "Compensatory time" or "comp-time" is that time valued at time-and-½ (i.e. 1.5 times the wage rate as overtime compensation or 1.5 times the number of hours worked compensated as paid release time). All comp time use must be prearranged by the immediate supervisor before taking place.
  2. Flex Time: "Flex time" is an allowed change of the schedule. Flex time occurs when normally scheduled time is "flexed" from one schedule to another and there is no net compensatory result. Examples of flexing time might be: a custodian or maintenance worker who normally works an eight (8) hour day five (5) days a week through the school year flexing to a ten (10) hour day four (4) days a week in the summer; or a secretary being paid for a total number of hours during the work year and flexing each week as needed to have enough hours at the end of the year to close out and complete work assignments.
  3. Trade Time: "Trade time" occurs when the employee (with the supervisor's permission) adjusts scheduled work time in their normal work schedule within a week and there is no net compensatory result. For example: An employee may have an appointment in the morning and with supervisor permission will do the work, but at another time. Trade time should be completed as soon as possible but it is encouraged before the end of the next full week. Timely notification by the supervisor must be adhered to in order for trade time to be accomplished.
  4. Timely Notification: "Timely notification" is defined as one (1) week prior notice (on or before the last working day of the previous week).
- I. Employees who are assigned duties between buildings/businesses i.e., banking (requiring travel with an employee's personal vehicle) will be paid an amount equal to the greater of:  
 \$200 annual stipend **OR**  
 Mileage reimbursement computed at the District mileage rate (a mileage log turned into the Accounts Payable Department is required).

**ARTICLE 12**  
**TUITION REIMBURSEMENT/PROFESSIONAL DEVELOPMENT**

- A. The District will maintain a tuition reimbursement fund of at least \$15,000 for classified employees. Employees may apply from the pool for tuition reimbursement for continuing education. The superintendent and the employee's immediate supervisor will make the final decision on the total reimbursement.
- B. Courses must meet one or more of the following criteria:
  - 1. are taken to enhance knowledge of subject matter relating to the individual's work assignment;
  - 2. are taken to meet professional goals established by the Employee, District, or building administrator.
- C. Course approval by the principal/supervisor must be made prior to enrollment to qualify for reimbursements.
- D. It is understood that requests for tuition reimbursement will normally be submitted at least two (2) weeks prior to enrollment. Administration will respond at least one (1) week prior to the planned enrollment.
- E. The individual must show evidence, by official written verification, satisfactory completion of the course and have a receipt for payment or canceled check to qualify for reimbursement.
- F. For district mandated professional development, members shall be paid their classification wage rate. The principal, lead teacher, and member will deliberate about relevance to the member's assigned duties and potential professional growth. The principal/supervisor will make the final decision and manage the budget allocation. Some training may be required by the principal/supervisor and said principal/supervisor will give the employee timely notification and/or citation of the district professional development calendar date.

**ARTICLE 13**  
**TEMPORARY RE-ASSIGNMENT**

- A. An employee assigned by the District to temporarily assume the duties and responsibilities of another employee for four (4) or more consecutive hours shall be entitled to an adjustment in pay as provided in Section B herein.
- B. Qualified employees assigned to substitute for an absent employee in a higher paying classification shall be paid at the higher rate. Payment at the higher rate will be accomplished by moving directly across the salary schedule to the same step as the employee receives in his/her regular position. In the event assignment is made to a lower paying position, the employee shall suffer no loss of wages. Qualifications shall be determined by the building administrator or supervisor on a case by case basis.
- C. Employees who volunteer for temporary assignments as provided herein or who are assigned by the District for purposes of job development shall not be entitled to pay as provided in Section B herein.

## **ARTICLE 14 FRINGE BENEFITS**

A. Employees eligible to receive district contributions shall be defined as those members of the bargaining unit that work at least twenty (20) hours per week. Any members working less than twenty (20) hours per week shall not be entitled to such fringe benefits.

1. For each eligible employee in the bargaining unit as defined in A., the District will provide a maximum of \$1,250.00 per month for 2020-21 and \$1,275 per month (or amount equal to certified insurance contribution cap, whichever is greater) for 2021-22 for insurance premiums towards the following:

- a. Medical
- b. Dental
- c. Vision
- d. Life Insurance

Due to the high cost of insurance, members may waive/decline dental and/or vision in order to bring the out-of-pocket cost of medical to a minimum.

By March 2022, the parties will reopen Article 14.A. (Fringe Benefits) to determine the benefit contributions and eligibility for the third year of the contract (2022-23).

2. Fringe benefits for employees (\*excluding Bus Drivers) working at least twenty (20) hours per week but less than full time, which shall be defined as thirty six (36) hours, shall be prorated as follows:
  - a. at least 20 hours but less than 24 hours = 60%
  - b. at least 24 hours but less than 28 hours = 70%
  - c. at least 28 hours but less than 32 hours = 80%
  - d. at least 32 hours but less than 36 hours = 90%
  - e. at least 36 hours = 100%
  - f.\* Bus Drivers working at least twenty (20) hours per week will receive 100% of the insurance cap.
3. An FTE of thirty-six (36) hours or more per week shall receive the full value of the cap as defined in paragraph one (1) above.
4. Bus Drivers' FTE for the purposes of this Article will be based on the greater of the Bus Driver's:
  - a. prior school year's regularly scheduled average weekly hours between September 1 and June 15; or
  - b. the current school year's regularly scheduled weekly hours.

For the purposes of this section, regularly scheduled weekly hours include all paid hours.

5. For First year Bus Drivers hired on or after September 1, 2019, average weekly hours worked (including activity trips) within a sixty (60) calendar day period will be used to determine fringe benefit eligibility. Bus Drivers meeting benefit eligibility will be offered benefits on the first of

the month following qualifying based on the above language. Benefits will continue through the plan period and will be re-evaluated at the beginning of the next plan period (October 1<sup>st</sup>) based on Article 4.4.

6. A standing Joint Benefits Committee (JBC) has been established as outlined in Article 5.
- B. A separate fringe benefit program is available for those employees not eligible for the benefits as defined in paragraph A. Those benefits shall be promulgated annually by separate agreement which will be mutually agreed by the Association and the district.
- C. Employees that work at least sixteen (16) hours but less than twenty (20) hours per week will be eligible to participate in the district sponsored group insurance plan, but will not participate in the fringe benefits defined in A.1 above.
- D. Subject to the rules and regulations of the carrier, the district carries employee liability insurance (\$2,000,000 limit) to protect personnel in the conduct of their employment-related duties.
- E. The following benefits are provided by law:
  1. Public Employees Retirement/Oregon Public Service Retirement Plan;
  2. Social Security;
  3. Worker's compensation;
  4. Unemployment Compensation.
- F. Eligible employees, newly hired by the District, shall be eligible for insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
- G. The benefit program portion of the agreement shall continue uninterrupted throughout the calendar year for all eligible employees. No one working the full school year including transfer, reassignment, shall be required to pay more than agreed to by this contract during the summer months.
- H. The benefit programs identified herein shall be provided only in accordance with relevant Oregon Revised Statutes, the underwriting rules and regulations as set forth by the carrier(s) in the policy retained by the policy holder.
- I. The District's obligation towards premium payment, as provided herein, shall cease on the first day of the month following a termination in employment.
- J. OPT-OUT. An employee who maintains coverage under an employer-sponsored group medical benefit plan, may opt-out of medical coverage and receive as additional compensation the following:
  1. The amount of taxable income equal to the prorated (for part-time employees) monthly CAP as defined in paragraph A.1 of this article, less cost of dental, vision, life insurance, agent fees; times 80%, less payroll costs, (FICA, PERS, workman's comp. and Medicare).
  2. The District will hold harmless the Association as well as employees for any advance taxing consequences of the opt-out provision.

- K. PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) and OREGON PUBLIC SERVICE RETIREMENT PLAN (OPSRP)
1. The District shall pickup, assume and pay the employee's 6% contribution to PERS/OPSRP.
  2. Board Policy GCPC/GCPC, employees may request to utilize the PERS/OPSRP rule allowing them to work after retirement. Granting of such requests will be at management's discretion on a year-by-year basis and PERS/OPSRP regulation. The period shall not exceed the current 1039 hours in a calendar year. Employees eligible for PERS/OPSRP retirement may retire prior to the end of the school year and continue to work for the remainder of that school year.
  3. A letter of intent to retire along with a letter of request to continue working will be turned into the superintendent thirty (30) days before the last intended work day.
  4. The PERS retiree's wages and benefits, including longevity pay will remain the same with the exception of sick leave. Accumulated sick leave days are absorbed in the PERS formula. An allocation of one (1) day per month will be awarded after the employee's retirement from PERS.
  5. The employee's hire date changes when the employee is rehired after retirement. Seniority starts over, and if reductions in force in the area a PERS retired staff member is working, that position would be eliminated first.

**ARTICLE 15**  
**VACATIONS AND HOLIDAYS**

- A. There will be ten (10) paid holidays for twelve (12) month employees and nine (9) paid holidays for all other employees:

July 4 <sup>th</sup>	Christmas
Labor Day	New Years'
Veterans' Day	Martin Luther King Day
Thanksgiving	President's Day
Day After Thanksgiving	Memorial Day

1. Each paid holiday shall be paid out at the amount of hours in the member's average scheduled work day.

- B. Vacation days for eleven (11) and twelve (12) month employees shall be as indicated below:

1. Employees who are scheduled to work or actually work 260/261 days per year will be considered twelve (12) month employees.
2. Employees who are scheduled to work or actually work 230/259 days per year will be considered eleven (11) month employees.

- C. New 12 month employees shall accrue .83 days vacation per month of employment. After the initial accrual, 12 month employees shall annually accrue ten (10) days vacation per year until completion of five (5) years service. After the completion of five (5) years service, additional vacation shall accrue at the rate of .083 days per month of service beyond five (5) years to a maximum of twenty (20) days per year. Eleven (11) month employees shall annually accrue five (5) days vacation per year. After the completion of five (5) years service, additional vacation shall accrue at the rate of .083 days per month of service beyond five (5) years to a maximum of fifteen (15) days per year.

- D. Vacations shall be scheduled by mutual agreement of the employee and the District. Vacation request approval shall not be unreasonably withheld.

1. In the event an employee is unable to use their allotted vacation days for any other given year, the days will be carried forward to the following year up to 50% of the previous year for one year.

- E. Employee requests for vacation dates shall be scheduled on a first-come first-serve basis. Any changes in a vacation plan must be submitted to the immediate supervisor for approval at least one (1) week prior to the scheduled vacation leave.

- F. Where two (2) or more employees request the same vacation period, but not all can be released at that time, the more senior employee, on a rotating basis, shall be granted the vacation period, subject to District operating procedures.

## **ARTICLE 16**

### **DISCIPLINE**

- A. Employees may be disciplined, up to and including discharge, for unsatisfactory performance, unacceptable behavior (e.g., misconduct or insubordination), or for other lawful reasons as determined by the District.
- B. In the event an employee is being disciplined (discipline is defined as a written reprimand, suspension without pay, or a reduction of compensation) the following procedure will be used:
  - 1. informing the employee of their right to union representation at all levels of the disciplinary process;
  - 2. completing a fair investigation of any and all charges or allegations;
  - 3. informing the employee of the charges and provide an opportunity for the employee to answer and rebut the charges;
  - 4. discipline shall be imposed when it is determined that there exists evidence that the employee engaged in misconduct warranting discipline and in violation of clearly established and posted work rules and/or policies, and shall be in proportion to the seriousness of the employee's offense;
  - 5. any disciplinary action imposed shall be progressive in nature except in cases of flagrant misconduct. An employee's deficient performance shall be addressed in the following order: 1<sup>st</sup> by a verbal warning, 2<sup>nd</sup> by a written warning, 3<sup>rd</sup> by a written reprimand, and 4<sup>th</sup> by a plan of assistance;
  - 6. the supervisor shall administer discipline in a fair and consistent manner.
  - 7. probationary and temporary employees are excluded from this article.

## **ARTICLE 17 DISPUTE RESOLUTION**

### **A. DEFINITIONS**

1. A grievance is a claim by an employee based upon the interpretation, application or violation of the specific provisions of this Agreement.
2. A grievant is the person or persons and/or the Association making the claim.
3. A party in interest is the person or persons making the claim, and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A day means days on which the District office is open.
5. To qualify as a grievance under this Contract, a Level One procedure must be started within twenty (20) days of the date of the alleged contract violation.

### **B. PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential (need to know) as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.

### **C. PROCEDURE**

1. Level One - Principal or Immediate Supervisor

A grievant shall first discuss it with his/her principal or immediate supervisor, either directly and/or through the Association's designated representatives, with the objective of resolving the matter informally. The Association shall notify the principal/supervisor if an Association representative will be present.

2. Level Two - Superintendent

a. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days after the presentation of the grievance at Level One, the grievant may file the grievance in writing to the superintendent. The grievance must be filed with the superintendent within ten (10) days after the decision at Level One or twenty (20) days after the grievance was presented, whichever is sooner.

- b. Within ten (10) days after receipt of the written grievance by the superintendent, the superintendent will hold a Level Two grievance conference.
3. Level Three - School Board
- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the Level Two conference, the grievant may file the grievance in writing to the School Board. The grievance must be filed with the School Board within ten (10) days after the decision at Level Two or twenty (20) days after the Level Two conference, whichever is sooner.
- b. Within ten (10) days after receipt of the written grievance by the School Board, the School Board will schedule a Level Three grievance conference.
4. Level Four - Arbitration
- a. If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) days after the Level Three conference, the Association may submit the grievance to arbitration. The arbitration will be conducted in accordance with the Voluntary Labor Arbitration "Rules of the American Arbitration Association" in effect at the time (hereinafter referred to as the "AAA rules").
- b. Within ten (10) days after such written notice of submission to arbitration, the superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of arbitrators may be made to the Employment Relations Board by either party. The parties will then select an arbitrator by using an alternate striking procedure.
- c. The arbitrator so selected will confer with the representatives of the superintendent and the Association and hold hearings promptly and will issue the decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
- d. The arbitrator shall only have the authority to hear a grievance filed and processed in full compliance with the procedure outlined herein and shall not be empowered to add to, expand or detract from the specific and expressed terms of this Agreement.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. An Employee and Association grievant may be represented at all stages of the grievance procedure by him/her or, at his/her option, by representatives selected or approved by the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.

2. Reprisals

No reprisal of any kind shall be taken by the Board, the Association, its members, and the grievant or by any member 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.

E. MISCELLANEOUS

1. 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 directly, and the processing of such grievance shall be commenced at Level Two.

2. Written Decisions

All decisions of the grievance procedure subsequent to Level One shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. 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 kept in the personnel file of any of the participants.

4. Meetings

All meetings and hearings under this procedure will be in closed session, but the board level hearing must be opened if requested by the grievant. If closed, only parties in interest and their designated or selected representatives will be included.

5. Dismissals

Article 17 shall not apply to dismissal of classified probationary employees.

**ARTICLE 18**  
**CONTINUITY OF EMPLOYMENT**

- A. During the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize, support or participate in, nor will any of its members, individually, or as a group, take part in any work slow-up, work stoppage, or strike, i.e., the concerted failure to report for duty; or willful absence of any employee from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment.
- B. Any employee participating in any violation of this Article, directly or indirectly, may be disciplined, including discharge by the District.
- C. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

## **ARTICLE 19 LAYOFF**

A. Reduction in staff will be made by classification as determined by the District.

B. 1. Order of Layoff

Where more than one (1) staff member is in a classification to be reduced, layoff of employees shall occur on the basis of seniority.

2. Seniority

a. Seniority shall be defined as the total length of continuous service as a classified employee within the District beginning with the original date of hire, excluding extended unpaid leaves of absence. For accounting purposes all authorized leaves shall be computed as time worked. Employees who are laid off and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of layoff.

b. For the purpose of this Agreement, classifications shall be defined in the following manner:

ASE Certified Mechanics, Mechanics, and Mechanic's Helpers shall constitute a classification.

Educational Assistant shall constitute a classification.

Autism Spectrum Disorder Specialist shall constitute a classification.

Bus Drivers shall constitute a classification.

Business Coordinator Paraprofessional shall constitute a classification.

Computer Lab Specialists shall constitute a classification.

Computer Technicians shall constitute a classification.

Cooks I and II shall constitute a classification.

COTA shall constitute a classification.

Custodians I, II, and III shall constitute a classification.

Dispatcher shall constitute a classification.

Educational Assistants shall constitute a classification.

Groundskeepers shall constitute a classification.

Interpreter shall constitute a classification.

Library Tech shall constitute a classification.

Limited Maintenance Electrician shall constitute a classification.

Maintenance I and II shall constitute classification.

Mechanic and Mechanic Helper shall constitute a classification.

Paraprofessionals shall constitute a classification.

Paraprofessional II shall constitute a classification.

Paraprofessional Interpreter/Translator shall constitute a classification.

Paraprofessional Library Technicians shall constitute a classification.

Production Technicians shall constitute a classification.

Secretaries I and II shall constitute a classification.

Shipping and Receiving Warehousemen shall constitute a classification.

Student Family Support Coordinator shall constitute a classification.  
Transportation Trainer shall constitute a classification.  
Youth Transition Specialists shall constitute a classification.

- c. For the purposes of this Agreement, layoff shall be defined as the elimination of a position or reduction in one (1) or more hours per day of work.
- d. Cross Classification: An employee having two (2) different classifications due to accepting another part-time assignment.
  - 1. Seniority for recall purposes will be calculated from the hire date of each position.
- e. If an employee working two (2) or more positions loses a position, they will retain their recall seniority status for eighteen (18) months for their former position and they will be considered to be on the recall list for positions they are qualified for.

C. Notice

- 1. In the event that a reduction in force is ordered, the District will notify the Association and the employee at least fourteen (14) days in advance of the layoff effective date.
- 2. The notice to the Association will specify the reasons therefore, class(es) and position(s) affected and names of employees to be laid off.

D. Association/Management Discussions

The Association may, upon notification of the layoffs, request to meet with a designated District representative to discuss the pending layoff. As part of the discussions relative to displacement procedures, the Association may provide the District with suggestions or recommendations for reductions. However, such suggestions or recommendations shall not be construed as a right to bargain such issues, nor shall it cause timelines to be extended, unless the District so desires; nor shall it deter the District from placing its determined course of action into effect.

E. Displaced Employees

Any employee who has been laid off from a position in the class in which he/she is serving shall have the right to return to an equal or lower classification in which he/she had previously attained permanency 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. To be able to exercise his/her rights under this provision, an employee must be trained and qualified for the position to which he/she seeks return.

- 1. Pay following Displacement. An employee who is displaced from a job title due to layoff and subsequently bumps a less senior employee shall be placed on the appropriate pay range for the new position at the experience step that most closely approximates the employee's salary in the previous job title without granting a pay increase.

2. Reduction in Hours. From time to time, the District may have to adjust the hours of a position. When it becomes necessary to temporarily (no longer than the remainder of the current school year) reduce the hours of employees within the building or work location, the District shall attempt to make the reduction in an inverse order of seniority among all the employees holding the job title affected by reduction within that school. No employees shall suffer loss of paid benefits from full time employment as a result of a reduction in hours.

As hours become available, employees whose hours have previously been reduced may accept additional hours in order of seniority.

F. Recall Rights

1. An employee who is laid off will remain on a recall list and be eligible for recall for eighteen (18) months. The re-establishment of positions will be at the discretion of the Board. Employees shall be eligible to recall to positions they had prior to layoff. In the event two (2) or more laid-off employees are judged by the District to have equal ability, skill and experience, the laid off employee with greater total time of service with the District shall be recalled.
2. The District shall provide a laid-off employee notice of recall by registered mail to the address of record maintained by the District. It shall be the responsibility of the employee to notify the District of any change of address. Laid-off employees have seven (7) calendar days from receipt of notification to accept or reject the position and fourteen (14) calendar days thereafter to begin active employment.
3. Any position being offered that is less than the previous position held in hours and/or benefits may be turned down once by a person on the recall list. The employee will remain on the recall list in the same order of seniority and retain all the same recall rights. After the position has been offered to the employees on the appropriate recall list in the order of seniority, then the District can offer the position to current District employees in a similar classification that are working less than full time. If no one in a similar classification accepts the position, then any qualified classified employee can apply for the position. If no current classified employee accepts the job then the District follows standard hiring procedure for posting outside the district.

If an employee accepts a position that is less in hours and/or benefits than their previous position they will remain on the recall list until such hours and/or benefits are restored or the end of eighteen (18) months, whichever comes first.

4. If a current District employee chooses to work two positions refer to subsection B, 2e of this Article.
5. If an employee cannot be reached at his/her address of record, or if he/she rejects any equivalent position offered, the employee shall forfeit all recall rights.
6. An employee returning from layoff shall be entitled to all previously accrued health leave and seniority but shall receive no compensation or contractual benefits for the period of layoff.

G. Tie Breaker

If employees within a classification have the same hire date, the tie shall be broken by the flip of a coin, or another random process agreed upon by the recall committee at the time of hire.

## **ARTICLE 20 TRANSFERS AND VACANCIES**

The Board agrees that in making its decisions on the filling of a vacancy, it may consider the interest of employees. If an employee is interested in a vacancy, he/she should notify the superintendent of his/her interest.

A. Listing

The District shall provide the Association president a listing of any regular employee openings in the bargaining unit on or before the day of vacancy. In addition, notice of all job openings shall be sent out via e-mail, and posted in the administration building and all buildings where employees in the bargaining unit are normally working. The listing shall include the location, shift, range or wage scale. Job openings shall include positions which were/will be filled by transfer or declared vacant, including where, when, who, and to what positions.

B. New Hire Step Placement

New employees will be hired for a probationary period of six (6) months and be placed on Step 0 on the wage schedule. Upon completion of the probationary period, the superintendent and supervisor will consider the evaluation, evaluate the skills, qualifications and experience of the new employee. If at this time the new employee is considered to be highly qualified they may be placed on the wage schedule at a point up to and including Step 3.

C. The District agrees to hire no more than five (5) employees into less than twenty (20) hour a week positions at any one time.

The District agrees not to split open positions into two or more jobs (i.e. if a full time position is vacated due to transfer, illness, termination, etc. the District will rehire the position at the same number of hours the previous employee was working). This would not preclude the District from making the determination that a lesser number of hours will be required to perform the responsibilities associated with the position. Under no conditions will one vacant position be used to create two (2) or more positions.

D. The goal of the District and the Association is to insure that all employees work a full and productive day. Accordingly, the district will consider those employees working less than thirty-six (36) hours per week as priority candidates, by seniority, for open or newly created positions. Skill, ability, qualifications, and hours of work (for current employees) shall be considered by the District in filling vacant positions with seniority used as the tie-breaker when all other considerations are deemed equivalent.

E. Tie Breaker

If employees within a classification have the same hire date, the tie shall be broken by the flip of a coin, or another random process agreed upon by the interview committee at the time of employment.

F. Employees who are not selected for a position will be notified of this decision and the reason for the decision in writing by the District. At the request of such employees, the District will provide recommendations on proposed individual upgrades to help the employee reach qualifications for future openings in the position.

G. Involuntary Transfers:

In the event an involuntary transfer is made, the employee transferred may request a written explanation from the superintendent. Involuntary transfer may not be used as discipline and will not lead to wage loss, including steps and cost of living.

H. Voluntary Transfers:

Movement within the wage schedule will take place in one of three (3) ways:

1. Movement within a classification; employees will move straight across the wage schedule to the same step. For the purpose of this section, custodians, groundskeeper and maintenance will be considered the same classification.
  2. Movement to a new classification; employees will move to the first step on their new range that results in an equal or greater wage.
  3. Movement to a lesser paying position; employees will move straight across.
- I. Any movement within the salary schedule not covered by the above provisions will be done by mutual agreement of the District and the Association.

**ARTICLE 21**  
**PERSONNEL FILES**

- A. The official personnel files on all employees shall be kept in a central location. Such files are confidential. Employees will have the right to review the contents of their personnel files and to receive a copy. An employee will be entitled to have a representative accompany him or her during such review of the employee's file.
- B. An employee will have the right to indicate those documents and/or other materials in his or her file which the employee believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the superintendent or designee and if the superintendent or designee agrees, the documents will be destroyed.
- C. Such personnel records shall not contain any information of a critical nature that does not bear either the signature of the employee indicating that he/she has been shown the material or 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. The employee shall have the right to place a written statement of explanation or rebuttal in his/her personnel record for any critical information placed in the record by the District.

## **ARTICLE 22 HEALTH AND SAFETY**

- A. Refer to Board Policy GBE and Administrative Rule GBE-AR. Every building should have at least one (1) copy of all board policies.
- B. Communicable Diseases: The District agrees to follow applicable laws and administrative rules of the Oregon Health Division regarding school restrictable diseases and communicable diseases.
- C. The Health and Safety Committee shall function as provided in OR-OSHA and shall develop its own goals and work plan activities. Employees should report concerns to the Health and Safety Committee and/or the superintendent prior to filing a complaint under the auspices of the Oregon Safe Employment Act or its successor.
- D. It is agreed by the parties that the District shall maintain a safe and hostile-free work environment and the District shall take immediate corrective action either with students, staff and/or patrons to ensure the safety of all employees. Further, the District shall comply with all provisions of OR-OSHA and see that the safety committee functions in accordance with OR-OSHA Administrative Rules. The Union shall appoint its members to all Health and Safety Committees.
  - 1. Any employee who is required to work in any hazardous situation shall receive proper training for such duties and/or situations. Training and any associated costs including but not limited to lodging, travel, per diem and overtime shall be paid for by the District in accordance with the state and federal laws.
  - 2. If no safety equipment is available and/or the employee(s) have not received performance training, the employee(s) shall not be required to perform said duties.
  - 3. In the event any bargaining unit employee suffers an injury due to attack, assault, or physical act of violence or inappropriate physical contact by a student of the District, the employee shall not be required to work with that student until such time that the employee, Union Representative, Building Principal, and Program Director have met, conferred and reached a reasonable solution to the issue. If the employee wishes to seek legal counsel for a consultation as to the rights of the employee with respect to the assault and/or battery, the superintendent shall assist said employee to seek such counsel. The District will reimburse the cost of the initial consultation up to \$200; this shall not be construed to mean that the District shall provide legal counsel in the event further legal action is taken by any of the parties concerned.
  - 4. An employee shall not be considered to be insubordinate if he/she refuse to follow an order that would endanger the health or safety of the employee, student or any other person.
  - 5. When safety becomes threatened in any way, the employee(s) will document the incident on a universal (5 page NCR) form provided by the building secretary. A copy of the report will be sent to the Health and Safety Committee as well as the superintendent, the principal/supervisor, the special education director (if appropriate), and one kept in the building office. The employee(s) should also keep a copy for their own records.

## **ARTICLE 23 EVALUATION**

### **A. PROCEDURES:**

1. All employees will be evaluated annually.
2. All observations of the work performance of an employee will be conducted by the appropriate administrator or supervisor.
3. The employee shall be provided a copy of the completed written evaluation.

## **ARTICLE 24 TRANSPORTATION**

### **A. Route Selection**

The District shall be responsible for determining transportation routes. A regular-route selection process, based on seniority, will be developed by the District after consultation with the Association regarding assignment procedures.

### **B. Activity Trips**

1. Classified bus drivers, in order of seniority with route drivers being first followed by trip drivers, shall have first right-of-refusal for trip or substitute work providing it does not interfere with normal assignments or result in unauthorized overtime. Activity trips are considered part of drivers' regular weekly hours.
2. Single Day Trips: Five school days prior to the end of the month, those trips that are scheduled to occur during the following month will be posted on the trip calendar. Drivers will have three school days from the date of the posting to submit their requests in writing. Trips will be assigned in descending order of seniority (i.e. senior driver gets first pick, second in line gets first pick for the remaining trips, etc.) If no driver has requested the trip per the process set forth above, the trip will be assigned at the discretion of the Transportation Supervisor.

Short notice trips: Any trip received after the above process is complete will be posted as a short notice trip. Short notice trip postings will bear the date and time of their posting.

- a. Trips received at least four school days in advance of the trip: Drivers will have one school day from the time the trip is posted to submit requests to drive the trip. At that time trips will be assigned in descending order of seniority (senior driver gets first pick; second in line gets first pick of remaining trips, etc.) If no driver has requested the trip per the process set forth above, the trip will be assigned at the discretion of the Transportation Supervisor.
- b. Any trip received by the Transportation Department with three or fewer school days' notice will be assigned at the discretion of the Transportation Supervisor.
3. Multi-day Trips: Trips will be offered on a rotational basis based on the seniority list. Drivers willing to take multi-day trips will agree to be in the rotation at the beginning of the school year. Drivers with children or grandchildren currently enrolled in the participating class will note their relation on their request and will be drawn first.
  - a. All Drivers shall be designated either Class A or Class B based on their annual evaluation or at hire.
  - b. Class A drivers can travel anywhere at any time during the year in the state and take overnight trips. Class B drivers can travel at the discretion of the transportation supervisor based on seat-time and ability.
  - c. The transportation supervisor may set guidelines every 6 months for Class B drivers.

### **C. Cancelled trips shall be compensated at two (2) hours of work if the driver has arrived at work.**

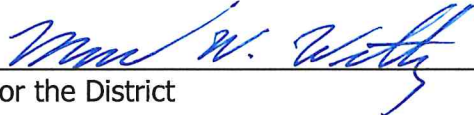
**ARTICLE 25  
TERM OF AGREEMENT**

The parties acknowledge that revenue to fund the compensation and benefits provided by this Agreement will be determined by the Oregon Legislature, the people of the state of Oregon and local taxpayers.

This Agreement shall be effective as of July 1, 2020, shall be binding upon the District, the Association and their members and shall remain in full force and effect through June 30, 2023. By March 2022, the parties will reopen the following articles: Article 11.E. (Compensation), Appendix A (Compensation) and Article 14.A. (Fringe Benefits) to determine the wages, benefit contributions and eligibility, for the third year of the contract (2022-23).

Executed this \_\_\_\_ day of September, 2020 at Baker City, Oregon, by the undersigned officers, by the authority of and on behalf of the Baker Board of Education and the Oregon School Employees Association, Chapter 20.

  
\_\_\_\_\_  
For the Association                      Date      10/2/20

  
\_\_\_\_\_  
For the District                      Date      10/2/20

  
\_\_\_\_\_  
For the Association                      Date      10-2-20

**Appendix A**  
**2020-2021 Salary Schedule Classified Wage Schedule**  
**Range 1 2019-20 Step 4 moved to Step 0 / 3% Increase Range 1 - 13 / Range 14 New**

Position	Range	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Ed Assist/Cook I	1	\$11.91	\$12.18	\$12.46	\$12.73	\$13.01	\$13.28	\$13.59	\$13.87	\$14.17	\$14.46	\$14.80
Custodian I /Sec I/ Lib Tech	2	\$12.10	\$12.41	\$12.71	\$13.02	\$13.32	\$13.63	\$13.95	\$14.26	\$14.55	\$14.86	\$15.20
Cook II	3	\$12.58	\$12.90	\$13.21	\$13.52	\$13.84	\$14.15	\$14.49	\$14.81	\$15.12	\$15.44	\$15.81
Para Ed Assist	4	\$12.70	\$13.02	\$13.34	\$13.68	\$14.00	\$14.32	\$14.63	\$14.95	\$15.27	\$15.60	\$15.97
Prod Tech/Interpreter/ Autism Spectrum Para/Clinical Para/ Para II	5	\$13.27	\$13.60	\$13.95	\$14.28	\$14.62	\$14.95	\$15.29	\$15.63	\$15.95	\$16.28	\$16.67
Para Lib Tech/ Computer Lab Spec/Business Coordinator Paraprofessional	6	\$13.54	\$13.86	\$14.20	\$14.52	\$14.84	\$15.16	\$15.48	\$15.81	\$16.14	\$16.46	\$16.82
Sec II	7	\$14.30	\$14.64	\$14.97	\$15.31	\$15.64	\$15.98	\$16.30	\$16.64	\$16.98	\$17.31	\$17.69
Custodian II	8	\$13.82	\$14.16	\$14.52	\$14.87	\$15.21	\$15.58	\$15.92	\$16.26	\$16.62	\$16.96	\$17.36
Para Interpreter	9	\$14.84	\$15.20	\$15.55	\$15.89	\$16.25	\$16.59	\$16.93	\$17.30	\$17.64	\$17.98	\$18.39
Custodian III/ Maintenance I	10	\$14.57	\$14.94	\$15.31	\$15.69	\$16.06	\$16.42	\$16.79	\$17.16	\$17.52	\$17.89	\$18.31
Grounds/Warehouse/ YTP/ Student Family Support Coordinator	11	\$15.01	\$15.39	\$15.77	\$16.16	\$16.53	\$16.91	\$17.29	\$17.67	\$18.05	\$18.43	\$18.86
Maintenance II	12	\$16.07	\$16.46	\$16.84	\$17.22	\$17.60	\$17.97	\$18.36	\$18.74	\$19.12	\$19.50	\$19.93
Computer Tech/COTA/ Mechanic	13	\$16.68	\$17.09	\$17.51	\$17.94	\$18.36	\$18.79	\$19.20	\$19.63	\$20.05	\$20.47	\$20.95
Bus Driver	14	\$16.40	\$16.77	\$17.15	\$17.53	\$17.93	\$18.33	\$18.74	\$19.16	\$19.60	\$20.04	\$20.49

Activity Trip: Paid at Range 14/Step 0  
Mechanic Helper: \$12.43  
Clnr & Renov: Minimum wage  
Dispatcher/Trainer: Bus Driver Wage Differential @ \$0.75/Hr.  
Night Schedule Differential@ \$0.25/Hr.  
Seasonal Help: Maximum of 6 months

Longevity (Continuous In-District)	12 Mo. Employee	9 Mo. Employee
11 - 14 Years	\$240/year	\$180/year
15 - 19 Years	\$345/year	\$259/year
20 - 24 Years	\$690/year	\$518/year
25 +	\$1,035/year	\$776/year

(Longevity payments will be made annually with the December paycheck)

**2021-2022 Proposed Salary Schedule Classified Wage Schedule**  
**2% Increase**

Position	Range	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Ed Assist/Cook I	1	\$12.15	\$12.42	\$12.71	\$12.98	\$13.27	\$13.55	\$13.86	\$14.15	\$14.45	\$14.75	\$15.10
Custodian I /Sec I/ Lib Tech	2	\$12.34	\$12.66	\$12.96	\$13.28	\$13.59	\$13.90	\$14.23	\$14.55	\$14.84	\$15.16	\$15.50
Cook II	3	\$12.83	\$13.16	\$13.47	\$13.79	\$14.12	\$14.43	\$14.78	\$15.11	\$15.42	\$15.75	\$16.13
Para Ed Assist	4	\$12.95	\$13.28	\$13.61	\$13.95	\$14.28	\$14.61	\$14.92	\$15.25	\$15.58	\$15.91	\$16.29
Prod Tech/Interpreter/ Autism Spectrum Para/Clinical Para/ Para II	5	\$13.54	\$13.87	\$14.23	\$14.57	\$14.91	\$15.25	\$15.60	\$15.94	\$16.27	\$16.61	\$17.00
Para Lib Tech/ Computer Lab Spec/Business Coordinator Paraprofessional	6	\$13.81	\$14.14	\$14.48	\$14.81	\$15.14	\$15.46	\$15.79	\$16.13	\$16.46	\$16.79	\$17.16
Sec II	7	\$14.59	\$14.93	\$15.27	\$15.62	\$15.95	\$16.30	\$16.63	\$16.97	\$17.32	\$17.66	\$18.04
Custodian II	8	\$14.10	\$14.44	\$14.81	\$15.17	\$15.51	\$15.89	\$16.24	\$16.59	\$16.95	\$17.30	\$17.71
Para Interpreter	9	\$15.14	\$15.50	\$15.86	\$16.21	\$16.58	\$16.92	\$17.27	\$17.65	\$17.99	\$18.34	\$18.76
Custodian III/ Maintenance I	10	\$14.86	\$15.24	\$15.62	\$16.00	\$16.38	\$16.75	\$17.13	\$17.50	\$17.87	\$18.25	\$18.68
Grounds/Warehouse/ YTP/ Student Family Support Coordinator	11	\$15.31	\$15.70	\$16.09	\$16.48	\$16.86	\$17.25	\$17.64	\$18.02	\$18.41	\$18.80	\$19.24
Maintenance II	12	\$16.39	\$16.79	\$17.18	\$17.56	\$17.95	\$18.33	\$18.73	\$19.11	\$19.50	\$19.89	\$20.33
Computer Tech/COTA/ Mechanic	13	\$17.01	\$17.43	\$17.86	\$18.30	\$18.73	\$19.17	\$19.58	\$20.02	\$20.45	\$20.88	\$21.37
Bus Driver	14	\$16.73	\$17.10	\$17.49	\$17.88	\$18.29	\$18.70	\$19.12	\$19.55	\$19.99	\$20.44	\$20.90

Activity Trip: Paid at Range 14/Step 0  
 Mechanic Helper: \$12.43  
 Clnr & Renov: Minimum wage  
 Dispatcher/Trainer: Bus Driver Wage Differential @ \$0.75/Hr.  
 Night Schedule Differential@ \$0.25/Hr.  
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