

CONTRACT AGREEMENT
2019-20 thru 2020-21

Between

**OREGON SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 171**

And

**YAMHILL CARLTON SCHOOL
DISTRICT NO. 1
YAMHILL COUNTY, OREGON**

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ARTICLE 1 - Recognition

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1.1 The District recognizes the Association as the sole and exclusive collective bargaining representative for all employees who work in all regular full and part-time classified positions. Supervisors, confidential employees and substitute employees are excluded from the bargaining unit.

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1.2 There shall be two signed copies of the final agreement for the purpose of records. One shall be retained by the District and one by the Association. Within one month of ratification of this agreement by both parties, the Board agrees to post the new Classified Collective Bargaining Agreement on the District Website.

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1.3 A substitute employee shall be defined as a person who replaces a regular employee for a period not to exceed 120 calendar days. If it becomes necessary for a substitute position to exceed 120 calendar days, or at the time it is apparent that the assignment will exceed 120 calendar days, the position shall become a temporary position.

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1.4 A temporary employee shall be defined as a person hired for a grant-funded position, seasonal work or the extended absence of a regular employee for a period in excess of 120 calendar days and not more than one (1) year. The temporary employee shall become a member of the bargaining unit and shall have all the privileges and benefits of membership except layoff and recall rights. Temporary employees do not accrue seniority; however, when a temporary employee is hired into a regular position where there is not a break in employment, time spent as a temporary employee shall be credited toward seniority.

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An Instructional Assistant working on a Conditional Contract with Yamhill Carlton School District is considered a temporary employee for purposes of contract language. These contracts exist to allow the District to employ staff members to work with students who have a medical or behavioral need for a one on one assistant. Contracts are renewed on a yearly basis and employment may be terminated any time the student withdraws from school or moves to another district.

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1.5 The rate of pay for a substitute or temporary employee will be at least the lowest step of the classification for which the substitute or temporary employee is hired.

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ARTICLE 2 - Dues Deduction

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2.1 The District agrees to deduct from the wages of each Association member the dues of the Association. Authorization shall be in writing by each employee on the form provided by the Association.

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The Association agrees to hold the District harmless against any and all claims, suits and judgments brought against the District as a result of the provision of this article.

65 2.2 The District agrees to transmit the dues deducted with a check-off list to the state office of
66 the Oregon School Employees Association by the 15th of the month following payroll
67 deduction.

68 **ARTICLE 3 - Successor Agreement**

69 3.1 This agreement shall not be modified in whole or in part by the parties except by an
70 instrument in writing duly executed by both parties. Notice of intent to negotiate a
71 successor agreement shall be given to the District by February 1, 2021. There will be a re-
72 opener on salary and benefits for the 2021-22 school year which will begin by February 1,
73 2021.

74 **ARTICLE 4 - Association Rights**

75 4.1 The local Association or the committees of the local Association may, when not in regular
76 or scheduled use, and with the permission of the Superintendent or Principal be allowed
77 facilities in which to meet.

78 The Association may be allowed use of such office equipment when needed to provide
79 duplication material to the members. All supplies must be paid for by the Association and
80 clearance to use the equipment must be given to the Superintendent or Principal.

81 4.2 The District will provide each employee in the bargaining unit an accounting of the
82 employee’s accumulation of sick leave prior to October 31st of each school year.

83 **ARTICLE 5 – District Rights**

84 5.1 It is recognized that the Board of Directors has, and will continue to retain, the rights and
85 responsibilities to operate and manage the school system and its programs, facilities and
86 educational activities of its employees.

87 5.2 Without limiting the generality of the foregoing 5.1, it is expressly recognized that the
88 Board’s operational and managerial rights include:

- 89 • The right to determine location of the schools and other facilities of the school
90 system, including the right to establish new facilities and to relocate or close
91 facilities;
- 92 • The determination of the financial policies of the District, including the general
93 accounting procedures, inventory of supplies and equipment procedures and public
94 relations;
- 95 • The determination of the management, supervisory, or administrative organization
96 of each school or facility in the system, and the decisions to promote the employees
97 to supervisory, management or administrative positions;

- 98 • The maintenance of discipline, control and use of the school system, property and
- 99 facilities;
- 100 • The determination of the safety, health and property protection measures where
- 101 legal responsibility of the Board or another governmental agency is involved;
- 102 • The right to enforce the rules and regulations now in effect and to establish new
- 103 rules and regulations from time to time not in conflict with this Agreement;
- 104 • The direction and arrangement of all working forces in the system, including the
- 105 right to hire, suspend, discharge, discipline or transfer employees;
- 106 • The creation, combination, modification or elimination of any classified position;
- 107 • The determination of the size of the work force, the allocation and assignment of
- 108 work to employees, the establishment of quality standards and evaluation of
- 109 employee performance.

110 5.3 The foregoing enumerations of the functions of the Board shall not be considered to
 111 exclude other functions of the Board not specifically set forth; the Board retains all
 112 functions and rights to act not specifically nullified by this agreement.

113 **ARTICLE 6 – Personnel Records**

114 6.1 The personnel records of any employee in the bargaining unit shall be maintained in the
 115 District’s personnel office. Such personnel records shall not contain any information of a
 116 critical nature that does not bear the employee’s signature or initials indicating that the
 117 employee has been shown the material. An employee shall have the right to attach a written
 118 statement of explanation to any material. If the employee refuses to sign or initial such
 119 statements, then the supervisor or administrator, and a witness will then sign the statement
 120 which then is placed into the employee’s file.

121 6.2 The District agrees that it is an employee’s right under law to inspect his or her personnel
 122 file.

123 6.3 Material placed in the personnel records of an employee without conformity with the
 124 provision of this agreement will not be used by the Board in any subsequent evaluation or
 125 disciplinary procedure involving the employee.

126 **ARTICLE 7 - Compensation**

127 7.1 Wages for classified employees shall be the same as indicated on the attached Wage
 128 Schedules.

129 7.2 Pay day shall be the 15th day of each month. When the 15th falls on a weekend the pay day
 130 will be the Friday preceding. Monthly contract payments shall be paid as stated below:

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| 131 | 12 Month employees – | Twelve equal payments, July to June. |
| 132 | 11 Month employees (Aug 1 to June 30) – | Twelve equal payments, August to June with |
| 133 | | two checks received in June. |

- 134 9, 10, 10+ Month employees – Twelve equal payments, September to
135 August with three checks received in June.
- 136 7.3 Physical examination and hepatitis B shots that are mandated by the District for each
137 employee will be paid for by the District.
- 138 7.4 Costs associated with fingerprinting and/or background checks for District employees who
139 move from one position to another within the District will be paid by the District if they
140 are required. Costs for fingerprinting and/or background checks for new classified
141 employees will be paid by the employee. All drug, alcohol or other tests, including pre-
142 employment screenings, required by the District will be paid for by the District.
- 143 7.5 An employee who substitutes for an absent employee will move up to the wage level of the
144 absent employee but will remain on their current step provided:
145 1. The rate of pay of the absent employee is higher; and
146 2. The time substituted totals at least one full day of that position's time.
- 147 7.6 Any employee who performs supervision at school functions as authorized by the principal
148 shall be compensated at the same rate of pay per hour as defined in the current certified
149 contract.
- 150 7.7 When committees are formed requiring substantial time commitments, the Administration
151 in consultation with the Association shall review the committees' objectives, timelines, and
152 whether or not the committee shall be voluntary or compensated at the extra duty rate.
153 Committees requiring substantial time commitments shall be compensated at the extra duty
154 rate as defined in the certified contract. The definition of a substantial time commitment
155 shall be committee assignments, which meet the following criteria:
- 156 1. Meeting times are consistently outside the normal working hours,
157 2. Release time is not provided,
158 3. The committee meets for an extended period of time.
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- 160 7.8 Upon retirement an employee will be paid the following lump sum amounts based upon
161 the number of full time equivalent years of service accumulated in the District:
- 162 10-14 years: \$500 15-19 years: \$1000 20 or more years: \$1500
- 163 7.9 In the event of the absence of a certified staff member who supervises IA's the District will
164 ensure a certified person is assigned to cover for the absent staff member.
- 165 7.10 Employees who are eligible for step advancement will make such movement on July 1st of
166 each year covered by this agreement. An employee shall work at least 70% of the
167 contract's days for that position in any given year to qualify for the step/year advancement.

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ARTICLE 8 - School Closures

8.1 The following guidelines are to be used in cases where school is cancelled or delayed due to inclement weather or other emergencies:

If school is delayed:

In the event of a late start, all employees report to work at their regular times, if it is safe to do so. If an employee is unable to report at the regular time, they are to report before the students arrive. Employees must notify their building Administrator if they are going to be delayed arriving to school. The Building Administrator will be responsible for making arrangements for making up any missed time.

If an employee is delayed beyond the student arrival time or cannot make it to work at all because of road conditions the employee must call their building level secretary to report the absence in the substitute management system as Unpaid, Vacation, or Personal leave.

If school is closed:

Instructional Assistants, All Secretaries, and Food Service Workers:

Do not report to work and do not call the substitute management system to report an absence as the day may be rescheduled later in the school year if we are closed for more than the two days the state allows us.

Maintenance, Groundskeepers: Must report to work at the regular time, if not able to make it to work they must call the Facilities Director. If unable to come in on more than two snow days (the amount allowed by the State without make-up days) leave will need to be used to cover any additional absences. Employees who are required to work will be granted comp time for the hours worked.

Custodian I: Do not report to work unless the Facilities Director calls you to come in.

8.2 For school closure other than inclement weather, employees will be paid for a regular day if school is closed after they have worked at least half of their regular workday and are sent home early. If school is closed after they have arrived at work but before they have worked half a day, they will be paid for half a day. Those who do not come in for any work time will not be compensated. In emergency/safety situations, the District may require specified employees to work.

208 Any time loss experienced by an employee due to school closure, for purposes other than
209 inclement weather, may be made up at a time mutually agreeable by the District and the
210 employee, except when the District extends the school year to make up the time.

211 **ARTICLE 9 - Hours of Work**

212 9.1 Each employee will have a break not to exceed 15 minutes for every 4 hours of work. An
213 employee working more than 5 hours per day shall have in addition to the break, ½ hour
214 unpaid, uninterrupted lunch break. An employee working more than 7 hours per day shall
215 have an additional 15-minute break. Breaks are not accumulative.

216 9.2 The workweek shall be Sunday through Saturday.

217 9.3 An employee called back to work or called into work on a scheduled day off shall be
218 guaranteed a minimum of 2 hours at the rate of time and a half of that employee's rate of
219 pay.

220 9.4 An employee in the bargaining unit shall not be required to work in addition to 40 hours
221 per week without compensation of time and a half of that employee's rate of pay or the
222 time and a half equivalent in compensatory time off.

223 1. The District will have the option of using part-time employees for work
224 beyond 40 hours a week.

225 2. Any overtime worked must have prior approval of the principal or
226 superintendent for the specific overtime hours to be worked.

227 **ARTICLE 10 - Holidays**

228 10.1 The following will be paid holidays for 12 month classified employees in the bargaining
229 unit: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day,
230 Veteran's Day, Thanksgiving Day and the day after, December 24th and December 25th.
231 All other employees in the Association will be paid for the following 5 holidays: Labor
232 Day, Veteran's Day, Thanksgiving Day, President's Day and Memorial Day. Employees,
233 who work the scheduled workday before and after July 4th as part of their regular contracted
234 schedule, will also receive Independence Day as a paid holiday.

235 10.2 When a holiday falls on a Saturday the preceding Friday will be the holiday. When a
236 holiday falls on Sunday the following Monday will be the holiday.

237 10.3 An employee will be compensated for the holiday as though he/she worked their regular
238 schedule for the day. An employee who is required by the administration to work on any
239 of the above named holidays shall receive the overtime rate for all hours worked in addition
240 to his/her regular holiday pay.

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ARTICLE 11 - Vacations

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11.1 All employees on a 12-month schedule shall be entitled to two weeks of paid vacation annually. No vacation shall be used in the first six months of employment with the District. An employee shall be granted one (1) additional week of vacation for service beyond five (5) years, and one (1) additional week of vacation after fifteen (15) years of District employment. Vacation leave shall be credited to the employee at the beginning of each fiscal year. The maximum vacation period shall be four (4) weeks. An employee may be allowed to carry over five (5) days of vacation from one year to the next. Vacations shall be scheduled and approved by the supervisor, who will make reasonable effort to accommodate all requests.

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Vacation requests longer than 3 days shall be submitted at least 10 working days in advance and all other vacation leave requests will only require 3 days notice.

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ARTICLE 12 – Paid Leave

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12.1 Sick leave is defined as absence from duty because of an employee’s illness or injury. The District will allow each employee in the Association ten (10) days sick leave per school year or one (1) day per month employed, whichever is greater, in accordance with ORS 332.507. Sick leave shall be credited to the employee’s account at the beginning of the fiscal year, and use of the leave shall be prorated based on the hours worked. Employees hired after the start of the fiscal year will receive sick leave at the rate of one (1) day per month employed for the first year, prorated on hours worked. The sick leave will be front loaded upon hire.

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The District will comply with the Oregon Family Leave Act (OFLA) and the Family Medical Leave Act (FMLA). When applicable accrued sick leave will run concurrently with leave taken in accordance with these laws. The district will allow classified employees to use accumulated paid sick leave for any approved FMLA or OFLA leave.

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Paid sick leave may be used to care for members of the employee’s immediate family who are ill. Immediate family members are defined as the employee’s spouse, same-gender domestic partner, biological child, adopted child, stepchild, foster child, same-gender domestic partner’s child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner’s parent, grandparent, grandchild, and any individual with whom an employee has or had an in loco parentis relationship. Persons “in loco parentis” are those with day-to-day responsibilities to care for or financially support a child, or who had such responsibility for the employee when the employee was a child.

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12.2 For the purposes of determining and computing times for leaves of absence, a day of leave shall be the amount of time in an employee’s regular day or work. All leave shall be taken in 15-minute increments.

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277 12.3 Bereavement leave with full pay will be granted for each death in the immediate family
278 during the school year according to the following schedule:

- 279 a. Death of a spouse – 2 weeks or 10 working days, whichever is less,
- 280 b. Death of a mother, father, son or daughter – 1 week or 5 working days.
- 281 c. Death of a brother, sister, grandparent or grandchild – 3 working days.
- 282 d. Death of a mother-in-law or father-in-law – 2 working days.
- 283 e. Death of an aunt, uncle, brother-in-law or sister-in-law – 1 working day.
- 284 f. Death of a friend – 1 working day.

285 * Each day must be taken in increments of at least one-half of that person’s scheduled day.
286 E & F are limited to 3 days per year.

287 The District will comply with FMLA/OFLA laws applicable to bereavement leave.

288 12.4 Three (3) days paid leave will be granted for personal, legal, or family business that the
289 employee is unable to attend to after regular school hours. Personal leave is subject to prior
290 approval by the administration and requests for such leave must be made in writing at least
291 three school days in advance. Employees eligible for vacation days must use all vacation
292 days before they use personal days.

293 Such days may not be used for extending the following school holiday breaks; Labor Day,
294 Thanksgiving Break, Winter Break, Spring Break or Memorial Day. At the discretion of
295 the Superintendent, exceptions may be granted.

296 Classified employees who do not use their personal leave days will be paid out at their
297 regular hourly rate for their personal leave balance remaining at the end of each fiscal year.

298 12.5 Two (2) days paid professional leave will be granted for attending conferences, workshops
299 or in-service activities. Professional leave is subject to approval by the administration and
300 requests for such leave must be made in writing at least three (3) school days in advance.

301 12.6 An employee on maternity leave will be allowed to use accumulated sick leave for that
302 portion of the leave for which his/her doctor certifies that he/she was physically disabled
303 and unable to perform her duties due to pregnancy or childbearing.

304 12.7 An employee shall be granted leave with pay for service upon a jury, provided that upon
305 being excused from jury service during any day, the employee shall return to complete
306 his/her assignment for the remainder of the employee’s regular work day.

307 Example: the employee’s regular workday is eight (8) hours. He/she serves four (4) hours
308 on jury duty, so he/she would be required to work the remaining four (4) hours at school
309 that day. Each employee will ask for payment for time; any payment for such service,
310 other than mileage, will be turned over to the District by the employee.

311 12.8 Each Classified staff member will be allowed to contribute up to sixteen (16) hours of his
312 or her own accrued sick leave days per year to any other classified employee. The receiving

313 employee must have exhausted all of his or her own paid leave before receiving contributed
314 sick leave from a classified employee and may not receive more than forty (40) total
315 donated sick leave hours in one school year.

316 **ARTICLE 13 - Unpaid Leave**

317 13.1 With Board approval the District will grant leaves of absence without pay for up to one
318 year.

319 13.2 An employee on Board approved leave without pay shall, be returned to a position in their
320 classification at the end of the leave.

321 13.3 The District will comply with FMLA and OFLA specifically in relation to allowing
322 employees who have exhausted their paid leave to use unpaid leave until FMLA and OFLA
323 protected time is exhausted. They will also be able to maintain their group medical
324 coverage at their own cost subject to COBRA laws and restrictions. The employee must
325 request this action be taken.

326 13.4 Employees who have exhausted their sick leave and do not qualify for FMLA or OFLA
327 leave due to their length of service or FTE shall be allowed leave without pay until the
328 condition that placed them on sick leave is remedied or for a period not exceeding one year,
329 whichever is less. The employee must provide the District with a written statement and
330 documentation from their treating physician. The documentation must state when the
331 employee is expected to return to work.

332 13.5 If an employee has expended their personal leave, two (2) days of unpaid leave not
333 otherwise covered by other District leave policies may be granted with prior approval by
334 the Superintendent.

335 **ARTICLE 14 - Employment and Assignment**

336 14.1 New employees will be placed on probationary status for the first 80 working days of
337 employment. During this time they will have an opportunity to demonstrate their
338 competence for a particular job. At the end of the probationary period the supervisor may
339 perform an evaluation. If their performance is not satisfactory the District may consider
340 reassignment or termination.

341 14.2 Reclassification of personnel is a District right and is the responsibility of the
342 Superintendent. A request for reclassification or job description change may be submitted,
343 through the Association, by any classified employee. The Superintendent shall approve or
344 deny the change within ten (10) working days and notify, in writing, the employee and the
345 Association of the decision.

- 346 14.3 If an employee's job description is changed, the employee's wage shall be subject to
347 renegotiation. The Superintendent shall notify the Association President of any change in
348 job description.
- 349 14.4 The District shall provide each classified employee represented by the provisions of this
350 contract with a job description that outlines the major duties and responsibilities of each
351 employee in the unit. This job description shall be given to the employee upon
352 employment, or as soon as it is available. The District will also provide a calendar of
353 workdays. Days marked off on the calendar shall indicate regular work days.
- 354 14.5 All classified bargaining unit jobs will be posted both internally and externally
355 simultaneously. Any qualified bargaining unit in-house candidate who applies will be
356 granted an interview.
- 357 14.6 When an employee is promoted or reclassified to a higher paying position, the employee
358 shall be moved to the step on the new wage schedule as he/she held in the former position.
- 359 14.7 When an employee transfers to a lower paying position the employee shall be placed on
360 the same step (on corresponding years) on the new wage schedule as he/she held in the
361 former position.
- 362 14.8 Number of years of service will be based on date of hire in all regular full time (6 hours
363 per day or more) and part time classified positions. Extra duty or substitute positions will
364 not be considered in determining year of service for placement on the wage schedule.
- 365 14.9 When a reduction in the number of contract days for Classified staff members is being
366 considered, the Administration agrees to consult with all parties involved prior to making
367 the final decision.
- 368 14.10 The District will notify our local OSEA president each time a new classified employee is
369 hired or ends employment.

370 **ARTICLE 15 - Reduction in Force/Seniority**

- 371 15.1 Layoff
- 372 Layoff is defined as the complete elimination of a specific position or as a permanent
373 reduction of more than one (1) hour per day.
- 374 The District shall determine when a layoff is necessary and which job assignments will be
375 affected. When the Board has formally determined a layoff is necessary, it will notify the
376 Association in writing at least thirty (30) workdays prior to the layoff, except in the case
377 of an emergency.

378 Seniority shall be defined as the length of continuous service for the District (any of the
379 buildings) from the original date of hire within the bargaining unit. Seniority shall not
380 accumulate while an employee is on an unpaid leave of 30 or more calendar days.

381 Classifications are defined as the individual job titles listed on the salary schedule in the
382 appendices. Classification groups include classifications (job titles) that are similar and
383 related in nature and generally progress upwards in terms of job responsibilities and wages.

384 The District will use the following procedures to implement a layoff:

385 1. Layoff will occur by classification, with the least senior employee in the
386 affected classification being laid off. In unique circumstances the District may
387 retain an employee with less seniority than one being laid off when the District
388 can demonstrate that the less senior employee possesses specialized skills
389 necessary to the performance of the job and that the more senior employee does
390 not possess those specialized skills. Persons being considered for layoff, that
391 have worked in more than one job classification, shall be considered for all
392 positions in which they performed.

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394 2. Employees identified for layoff who have worked in a different classification
395 shall have the ability to bump back into that classification provided they have
396 greater seniority than another employee currently working in that classification.
397 In these circumstances, the bumping employee must still possess the skills and
398 competence necessary to perform the tasks of the former classification.
399 Employees identified for layoff in a classification which is included in a
400 classification group, may bump downward into a lower classification within
401 that group provided they have greater seniority than another employee currently
402 working in the lower classification. In these circumstances, the bumping
403 employee must possess the skills necessary to perform the tasks of the lower
404 classification. A skills test will be agreed upon by the District and the
405 Association.

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407 3. If two or more employees have equal seniority and skill sets, a drawing will be
408 conducted in conjunction with OSEA to determine the senior employee for the
409 layoff process.

410 15.2 Recall

411 Recall from a layoff shall be in reverse order of layoff within a classification for a period
412 of up to twenty-seven (27) months. Employees shall be notified by certified mail at the
413 last address of record on file with the District when a position becomes open for which
414 they are qualified.

415 A laid off employee shall be considered laid off until reinstated in the District or the twenty-
416 seven (27) month period elapses. If an employee fails to respond within ten (10) calendar
417 days of notification to a written offer of a position made by the District or if the employee
418 submits a written resignation, then that person's name shall be taken off the recall list. All
419 benefits, including seniority, to which an employee was entitled at the time of his/her
420 layoff, will be restored upon his/her return to active employment.

421 The Board shall not fill a bargaining unit position for which an employee laid off under
422 this Article is qualified without first offering the position to a qualified employee who is
423 on the recall list.

424 An employee will not forfeit his/her rights to recall should he/she take a job within the
425 District in a lower paying position. Employees who were full time prior to layoff who
426 accept a part time position with the District shall remain on the recall list for recall to full
427 time employment until the end of the twenty-seven (27) month recall period. An employee
428 on layoff shall not forfeit his/her recall rights if he/she refuses an offer of employment that
429 is less than his/her former compensation level unless the position is within the same
430 classification group.

431 15.3 Subject to the rules and regulations of the insurance provider and at the expense of the
432 employee, a laid off employee shall be allowed at his/her discretion to continue under all
433 or any part of the District insurance programs by directly paying the premiums while he/she
434 is on the layoff list. Employees who are laid off may remain in the District's group
435 insurance programs at their own expense for a maximum of eighteen (18) months subject
436 to OEBB and COBRA regulations. Premiums for such coverage must be paid directly to
437 OEBB. The parties agree that the District shall be held harmless from all damage or injury
438 incurred by the termination of insurance coverage due to payment not being received in
439 time.

440 This provision is contingent upon insurance carrier regulations.

441 15.4 For seniority purposes, employees who are laid off and subsequently reinstated within
442 twenty-seven (27) months shall retain cumulative seniority for all period of work except
443 for the period of layoff.

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ARTICLE 16 - Grievance Procedure

445 16.1 Definitions:

- 446 A. "Contract Grievance" shall mean a complaint by an employee or group of
447 employees that there has been to his/her/them a violation of inequitable application
448 of any provision of the contract.
- 449 B. "Aggrieved" is the person or persons who has the contract grievance and is
450 presenting the complaint, also referred to as the complainant.
- 451 C. The "Party in Interest" is either the person or persons making the complaint or the
452 person or persons against who the complaint is made.
- 453 D. "Consultant" is the one who advises either party in interest.
- 454 E. "Representative" is the one who may speak for and/or advise a party in interest.
- 455 F. "Immediate Supervisor" is the one who has direct administrative or supervisory
456 responsibilities over the aggrieved in the area of grievance as stated in School Board
457 Policy.
- 458 G. "Days" – The term "days" when used in this article shall, except where otherwise
459 indicated, mean the aggrieved working days.
- 460 H. "Persons Officially Involved" means the Superintendent, his/her representative
461 and/or consultant, the aggrieved, his/her representative and/or consultant, and
462 witnesses.
- 463 I. "Association" – the Oregon School Employees Association, Chapter 171.

464 16.2 General Procedures

- 465 A. These procedures should be processed as rapidly as possible, the number of days
466 indicated for settlement or appeal at each level should be considered a maximum.
467 The time limits can be extended by written mutual consent of the parties involved
468 at any level of the procedures.
- 469 B. All parties should attempt to complete the procedures by the end of the school year.
470 The parties shall make good faith effort to shorten the number of days provided at
471 the various steps in order to finish by the end of the school year and avoid, if
472 possible, carrying the process into the summer vacation period or the following
473 school year.
- 474 C. All parties in interest have a right to consultants or representatives of their own
475 choosing at each level of these grievance procedures.
- 476 D. There shall be no restraint, interferences, discrimination, or reprisal exerted on any
477 employee choosing to use these procedures for resolution of contract grievances.
- 478 E. Failure at any level of these procedures by the aggrieved to appeal a contract
479 grievance to the next level within the specified time limits shall be deemed to be
480 acceptance of the decision rendered at that level. Failure at any level of this
481 procedure to communicate the decision in writing on a contract grievance within
482 the specified time limits shall permit the aggrieved to proceed to the next level.
- 483 F. All documents, communications, and records of a contract grievance will be filed
484 in the District office separately from the personnel files. References to the records,
485 such as a summary, should be placed in the appropriate personnel file(s).

- 486 G. Every effort will be made by all parties to avoid interruption of classroom and/or
487 any other school sponsored activities.
- 488 H. Every effort will be made by all parties to avoid the unnecessary involvement of
489 students in the grievance procedure.
- 490 I. All parties in interest will process contract grievances after the regular work day or
491 at other times, which do not interfere with assigned duties.
- 492 J. Each contract grievance shall be initiated within ten (10) days after the occurrence
493 of the cause for the complaint; however, if the aggrieved did not become aware of
494 the occurrence until after the date, he/she must initiate action within the ten (10)
495 days following his/her first knowledge of the cause, in failing to thus initiate action
496 he/she may be considered to not have a reasonable grievance.
- 497 K. Financial Responsibility: Each party shall pay any and all costs incurred by said
498 party. Costs for the services of any arbitrator, including per diem expenses, if any,
499 and actual necessary travel, subsistence expenses and the cost of the hearing room
500 shall be borne equally by the District and the Association.
- 501 L. The grievance procedure will not be used when the aggrieved has resorted to the
502 judicial process.

503 16.3 Level One – Informal and Formal Grievance Level

504 The aggrieved will first discuss his/her contract grievance with his/her principal or
505 immediate supervisor, either individually or through the Association representative, or
506 accompanied by a representative, with the objective of solving the matter informally.

507 If the aggrieved is not satisfied with the disposition of his/her contract grievance, he/she
508 may file a written contract grievance with the immediate supervisor within ten (10) days
509 following the act or condition, which is the basis of his/her complaint. The complainant
510 shall set forth the grounds upon which the complaint is based and the reasons why the
511 aggrieved considered the decision unacceptable. The supervisor shall communicate his/her
512 decision in writing within five (5) days to the aggrieved.

513 16.4 Level Two

514 If the aggrieved is not satisfied with the disposition of the grievance at Level One, he/she
515 may appeal the grievance to the Superintendent within ten (10) days of receipt of the
516 supervisor's decision. The complainant shall set forth the grounds upon which the
517 complaint is based and the reasons why the aggrieved considered the decision
518 unacceptable.

519 Within five (5) days of the receipt of the appeal, the Superintendent will notify all official
520 parties of a hearing to be held within ten (10) days of the receipt of the appeal. The
521 Superintendent shall hear arguments of the Principal / Supervisor and the aggrieved.

522 Attendance at the hearing shall be restricted to persons officially involved. Parties in
523 interest may elect to call witnesses who shall appear individually at the hearing.

524 Within five (5) days of the hearing, the Superintendent shall communicate to the aggrieved
525 and all of the parties officially present at the hearing, his/her written decision that shall
526 include supporting reasons therefore.

527 16.5 Level Three

528 If the aggrieved is not satisfied with the decision of the Superintendent he/she may file a
529 written appeal through the Superintendent to the School Board within ten (10) days from
530 the receipt of the Superintendent's decision. The complainant shall set forth the grounds
531 upon which the complaint is based and the reasons why the aggrieved considered the
532 decision unacceptable.

533 Within five (5) days of the receipt of the appeal, the School Board will notify all official
534 parties of a hearing to be held within ten (10) days of the receipt of the appeal. The Board
535 of Directors shall hear arguments of the Superintendent and the aggrieved. The hearing
536 before the School Board shall be closed unless the aggrieved requests it to be public.

537 Within five (5) days following the hearing, the School Board of Directors shall render a
538 decision in writing to all official parties.

539 16.6 Level Four

540 If the aggrieved person is not satisfied with the School Board's decision he/she may, within
541 ten (10) days request in writing that the Association submit the grievance to arbitration.
542 The complainant shall set forth the grounds upon which the complaint is based and the
543 reasons why the aggrieved considered the decision unacceptable.

544 If the Association determines that the contract grievance has merit it may submit the
545 grievance to arbitration within ten (10) days of receipt of the School Board's decision. The
546 Association shall notify the Superintendent of its intent in writing.

547 Within ten (10) days of such written notice the Board and Association shall attempt to
548 agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an
549 arbitrator, a request for a list of arbitrators may be made to the Employment Relations
550 Board. The parties shall then be bound by the rules and procedures of the Employment
551 Relations Board.

552 The arbitrator so selected shall confer with the representatives of the Board and the
553 Association and hold hearings promptly and shall issue a decision not later than thirty (30)
554 days from the date of the close of the hearing, or if oral hearings have been waived, then
555 from the date that the final statements and proofs on the issues were submitted to the
556 arbitrator. The arbitrator's decision shall be in writing and shall set forth the findings of
557 fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without
558 power or authority to make any decisions, which require the commission of an act
559 prohibited by law. The decision of the arbitrator shall be submitted to the District and the
560 Association and shall be final and binding on all parties.

561

ARTICLE 17 - Separability

562 17.1 If any portion or provision of this contract is held to be illegal or invalid by operation of
563 law, or if compliance with or enforcement of any provision should be restrained by law,
564 the remainder of the agreement shall not be affected. Upon request by either party,
565 negotiation may be reopened on the item only to arrive at a mutually satisfactory
566 replacement for such portion or provision.

567

ARTICLE 18 - Funding

568 18.1 The parties recognize that revenue needed to fund the compensation proved by this
569 agreement must be approved by established budget procedures.

570 All such compensation is therefore contingent upon sources of revenue. The district cannot
571 and does not guarantee any level of employment in the bargaining unit covered by this
572 agreement.

573

ARTICLE 19 - No Strike Provision

574 19.1 During the term of the agreement neither the Association nor any persons acting on its
575 behalf will cause, authorize, support or take part in a strike. (A strike is defined as a
576 concerted failure to report for duty or willful absence of an employee from his/her position
577 or stoppage of work in whole or in part from the full, faithful and proper performance of
578 the employee's duties for any purpose whatsoever.)

579 19.2 The District agrees not to lock out any classified employees for the life of this agreement.
580 However, where the Board/District closes school classified will not work.

581

ARTICLE 20 - Evaluations

582 20.1 Each employee shall be evaluated in writing at least once per work year. Evaluations shall
583 be based upon the employee's job description and his/her performance on the job in relation
584 to the skills needed. The written evaluation shall be given to the employee for signature.
585 However, the signature does not necessarily mean agreement with the evaluation. The
586 employee may attach a response to the evaluation and have it placed in their personnel file.

587

ARTICLE 21 – Fringe Benefits

588 21.1 Oregon Educators Benefit Board

589 The benefit program(s) identified shall be provided only in accordance with the
590 underwriting rules and regulations set forth by the carrier(s) in the policy/policies retained

591 by the policyholder. If there is a substantial change in plan design by the OEGB the parties
592 will enter into interim negotiations pursuant to ORS 243.698.

593 It is understood and agreed that any employee eligible for insurance coverage under any
594 plan offered by OEGB, but who does not meet the requirement for eligibility under this
595 contract, will not be eligible to receive any District contribution. Furthermore, by enrolling
596 in any of the plans any employee who is ineligible for the District contribution agrees to a
597 payroll deduction for the full premiums of selected plans including any administrative fees.

598 District contribution of funds may only be used towards the purchase and /or fees of
599 primary Medical, Dental, or Vision Insurance. No part of the District contribution may be
600 used towards administrative fees imposed by OEGB for any other coverage not listed above
601 or any other costs associated with the insurance programs(s) beyond the negotiated
602 contribution. No “unused employer contribution” funds may be used toward other
603 coverage and/or paid as cash.

604 21.2 Insurance carriers and levels of coverage shall be selected by mutual agreement between
605 the District and the Association. Any participation requirements of OEGB and the carrier
606 must be complied with.

607 21.3 Beginning with the September pay period (for October Premiums) the maximum monthly
608 District contribution towards primary medical, dental, and vision insurance premiums will
609 \$1350 per employee. Any cost exceeding this amount will be borne by employees through
610 payroll deduction.

611 If the employee’s medical plan selection is an OEGB offered HSA plan the difference
612 between the premium cost and the District CAP will be contributed monthly to the
613 employee’s HSA account not to exceed the annual limits allowed by the IRS for HSA
614 contribution. The employee may open an HSA account with any District approved
615 vendor

616
617 The anniversary period for insurance coverage is October 1 through September 30.
618 Employees receiving medical, dental and vision insurance will be covered from October
619 1 of the new school year. Employees hired during the school year will be covered the
620 first of the month following receipt of their first paycheck.

621 21.4 Full time employment is defined as 30 or more hours per week. Employees working 20
622 hours per week through 29 hours per week will receive one-half of the full time benefit.
623 Employees working less than 20 hours per week on a regular basis will not receive medical
624 benefits.

625 21.5 Changes in insurance coverage may be made once each year and must be selected during
626 the OEGB open enrollment period. Coverage adjustments resulting from additions to a
627 family may be made at the time specified in the policy with the insurance providers.

628

629 21.6 Employees eligible for a District insurance contribution, but who choose not to obtain
630 insurance coverage, may “opt out” in accordance with OEBB terms and regulations.

631 Employees choosing to “opt out” must declare that intention within the first seven (7) days
632 in September. The employee must at that time provide proof of other group coverage and
633 verify by OEBB process they are waiving the OEBB insurance benefit. If an eligible
634 employee chooses to “opt out” or waive his/her insurance coverage, that waiver shall be
635 effective until the next open enrollment period. An employee can reinstate the insurance
636 benefit and forfeit future benefit stipends should there be a “major life event” as defined
637 by OEBB in accordance with the rules and regulations.

638 An eligible employee who “opts out” of the District insurance benefit by meeting the above
639 requirements shall receive a monthly stipend of \$400 in lieu of the contractual insurance
640 coverage unless it is no longer allowed by legislative rule or OEBB mandate. Employees
641 eligible for half benefit (employees working 20 hours per week through 29 hours per week)
642 will be eligible to participate at a half benefit rate. The stipend will be considered taxable
643 income under section 125 benefits.

644 21.7 For classified employees who terminate prior to completing their contract, insurance
645 benefits will end on the month following their last paycheck. For the classified employees
646 terminating and completing their contract, benefits will end as follows:

647 10 Month employees – benefits terminate on September 30

648 11 Month employees – benefits terminate on August 31

649 12 Month employees – benefits terminate on July 31

650 **ARTICLE 22 - Just Cause**

651 22.1 No member of the bargaining unit will be disciplined or dismissed except for just cause.
652 However, this just cause provision does not apply to retention or non-retention in extra-
653 duty positions.

654 22.2 No classified employee shall be formally disciplined without first being informed of the
655 charges, given the opportunity to have representation present and given an opportunity to
656 meet with the charging party and to respond to those charges. The employee’s response
657 may be verbal or in writing. After a decision is finalized, the employees and the
658 Association will be given written notification thereof.

659 **ARTICLE 23 – Wages Placement Schedule**

660 23.1 For the 2019-20 thru 2020-21, school years, the wage schedules shall be as stated in
661 Appendices B and C. Column advances will become effective July 1st of each year.
662 Employees will advance according to the wage tables, with column movement by column

663 headings (one column over each year for the first 5 steps and longevity column movement
664 after steps 10 and 15).

665 23.2 Years of experience in another District will be considered by the administration upon hiring
666 and placement of a new employee on the schedule. In placing new employee the District
667 will consult with the Association on any placement above a level 6 if based on experience
668 outside of a school district.

669 **ARTICLE 24 - Classes and Workshops**

670 24.1 Classified employees may request to take classes/workshops to be paid for by the District.
671 Any request must:

- 672 A. be specifically related to the job and responsibilities of the employee;
- 673 B. have written approval of the principal and Superintendent;
- 674 C. be subject to the availability of funds.

675 No travel expenses will be paid for these classes/workshops and no pay will be provided
676 for time spent except those hours, which may fall within the employee's regular work
677 schedule on that day.

678 When an employee is asked by the District to attend a class or workshop, he/she is eligible
679 to receive travel reimbursement and pay for the hours spent at the session, including their
680 travel time to and from the class or workshop location. The employee must document the
681 extra hours on their monthly time sheet in order to be paid for them.

TERMS OF AGREEMENT

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702

This is a 2 year agreement that covers the 2019-20 and 2020-21 school years.

For 2019-20 there is a 5% wage increase to the Custodian 1 Classification Group, a 4% wage increase to the Lead Secretary Classification Group and a 2% wage increase to all other groups.

For 2020-21 there is a 5% wage increase to the Custodian 1 Classification Group, a 4% wage increase to the Lead Secretary Classification Group and a 1.5% wage increase to all other groups.

Salary schedules are included in the Appendices of this agreement.

The District contribution amount to insurance will be \$1350 for the 2019-20 and 2020-21 school years. It is the District's goal to keep all bargaining groups at the same contribution amount. Therefore when one bargaining group's insurance contribution amount is raised the contribution amount would raise simultaneously for classified employees.

All "past practice" or memorandums of understanding in existence at the time of signing this agreement that are not expressly included in this agreement are considered null and void once this contract is signed.


701 **SIGNATURE PAGE**

702
703 THIS AGREEMENT ENTERED INTO THIS 2nd DAY OF July 2019,
704 BY AND BETWEEN OSEA CHAPTER #171, HEREIN CALLED THE
705 "ASSOCIATION." AND THE YAMHILL CARLTON SCHOOL DISTRICT NO. 1,
706 YAMHILL COUNTY , OREGON, HEREIN CALLED THE "DISTRICT." THIS
707 AGREEMENT SHALL BE IN EFFECT FOR A TWO(2) YEAR PERIOD FROM JULY 1,
708 2019 TO JUNE 30, 2021.


709
710 NOW, THEREFORE, THE PARTIES HERETO AGREE TO BE BOUND BY THE
711 CONVENANTS SET FORTH ON THIS PAGE AND IN THE PRIOR ATTACHED
712 PAGES.

713
714 INWITNESS WHEREOF, THE PARTIES HERE AFFIX THEIR SIGNATURES AS OF
715 THE DATE FIRST HEREIN ABOVE WRITTEN.


716
717
718
719 **Signed:**

720
721
722
723 
724 _____
725 **Susan Dehm, President**
726 **Oregon School Employees Association**
727 **Chapter 171**

728
729
730
731 7/2/2019
732 _____
733 **Date**

734
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737 _____
738 **Jami Egland, School Board Chair**
739 **Yamhill Carlton School District No. 1**

740
741
742 7/3/19
743 _____
744 **Date**

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748 _____
749 **Charan Cline, Superintendent**
750 **Yamhill Carlton School District No. 1**

751
752 7/3/2019
753 _____
754 **Date**

Appendix A – Classification Groups

Instructional Assistant	Secretarial	Food Service	Custodial	Maintenance
Instructional Assistant I / ELL Instructional Assistant	Secretary (Attendance, Student Body/Athletics, Alliance, Registrar)	Kitchen Helper	Custodian I	Maintenance / Custodial / Grounds
Instructional Assistant II (Behavior / Life Skills)	Lead Secretary	Cook		Building Maintenance
Library Assistant				Building Maintenance Specialized
SLPA – Speech Assistant				

2019-2020
OSEA Salary Schedule

<u>Classification</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>6 to 10</u>	<u>11 to 15</u>	<u>16 to 20</u>
Instructional Assistants and ELL Specialists	\$ 13.47	\$ 13.86	\$ 14.31	\$ 14.72	\$ 15.17	\$ 16.09	\$ 17.92	\$ 18.45
Instructional Assistant II	\$ 13.99	\$ 14.39	\$ 14.85	\$ 15.28	\$ 15.74	\$ 16.70	\$ 18.60	\$ 19.15
SLPA- Speech Asst	\$ 18.87	\$ 19.45	\$ 20.01	\$ 20.61	\$ 21.24	\$ 22.51	\$ 24.25	\$ 24.58
Library Assistants	\$ 14.03	\$ 14.43	\$ 14.86	\$ 15.33	\$ 15.78	\$ 16.74	\$ 18.64	\$ 19.21
Secretary	\$ 14.58	\$ 15.00	\$ 15.46	\$ 15.92	\$ 16.40	\$ 17.41	\$ 19.42	\$ 19.99
Lead Secretary	\$ 15.45	\$ 15.91	\$ 16.40	\$ 16.86	\$ 17.42	\$ 18.47	\$ 20.57	\$ 21.17
Custodian I	\$ 12.83	\$ 13.22	\$ 13.64	\$ 14.02	\$ 14.45	\$ 15.35	\$ 17.12	\$ 17.63
Maint/Cust/Grounds	\$ 15.78	\$ 16.19	\$ 16.73	\$ 17.24	\$ 17.74	\$ 18.28	\$ 21.00	\$ 21.63
Bldg Maintenance	\$ 17.73	\$ 18.25	\$ 18.83	\$ 19.37	\$ 20.07	\$ 21.13	\$ 23.61	\$ 24.33
Bldg Maint-Specialized	\$ 20.77	\$ 21.39	\$ 22.03	\$ 22.71	\$ 23.61	\$ 24.79	\$ 27.75	\$ 28.60
Kitchen Helpers	\$ 11.54	\$ 11.86	\$ 12.23	\$ 12.62	\$ 12.95	\$ 14.16	\$ 15.33	\$ 15.78
Cook	\$ 13.47	\$ 13.86	\$ 14.31	\$ 14.72	\$ 15.17	\$ 16.09	\$ 17.92	\$ 18.45

2020-2021
OSEA Salary Schedule

<u>Classification</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>6 to 10</u>	<u>11 to 15</u>	<u>16 to 20</u>
Instructional Assistants and ELL Specialists	\$ 13.67	\$ 14.07	\$ 14.52	\$ 14.94	\$ 15.40	\$ 16.33	\$ 18.19	\$ 18.73
Instructional Assistant II	\$ 14.20	\$ 14.61	\$ 15.07	\$ 15.51	\$ 15.98	\$ 16.95	\$ 18.88	\$ 19.44
SLPA- Speech Asst	\$ 19.15	\$ 19.74	\$ 20.31	\$ 20.92	\$ 21.56	\$ 22.85	\$ 24.61	\$ 24.95
Library Assistants	\$ 14.24	\$ 14.65	\$ 15.08	\$ 15.56	\$ 16.02	\$ 16.99	\$ 18.92	\$ 19.50
Secretary	\$ 14.80	\$ 15.23	\$ 15.69	\$ 16.16	\$ 16.65	\$ 17.67	\$ 19.71	\$ 20.29
Lead Secretary	\$ 16.07	\$ 16.55	\$ 17.06	\$ 17.53	\$ 18.12	\$ 19.21	\$ 21.39	\$ 22.02
Custodian I	\$ 13.47	\$ 13.88	\$ 14.32	\$ 14.72	\$ 15.17	\$ 16.12	\$ 17.98	\$ 18.51
Maint/Cust/Grounds	\$ 16.02	\$ 16.43	\$ 16.98	\$ 17.50	\$ 18.01	\$ 18.55	\$ 21.32	\$ 21.95
Bldg Maintenance	\$ 18.00	\$ 18.52	\$ 19.11	\$ 19.66	\$ 20.37	\$ 21.45	\$ 23.96	\$ 24.69
Bldg Maint-Specialized	\$ 21.08	\$ 21.71	\$ 22.36	\$ 23.05	\$ 23.96	\$ 25.16	\$ 28.17	\$ 29.03
Kitchen Helpers	\$ 11.71	\$ 12.04	\$ 12.41	\$ 12.81	\$ 13.14	\$ 14.37	\$ 15.56	\$ 16.02
Cook	\$ 13.67	\$ 14.07	\$ 14.52	\$ 14.94	\$ 15.40	\$ 16.33	\$ 18.19	\$ 18.73