

COLLECTIVE BARGAINING AGREEMENT

**Between the
DOUGLAS COUNTY SCHOOL DISTRICT 15**

and the

**DAYS CREEK CLASSIFIED EMPLOYEES
ASSOCIATION**

2020-2023

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PREAMBLE

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written and expresses all obligations of and restrictions imposed upon the District and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby and the Board and the Association agree to enter into a collective bargaining within fourteen (14) days to arrive at a satisfactory replacement provision.

ARTICLE 1: RECOGNITION

1. Exclusive Representation

The District hereby recognizes the Days Creek Classified Employees Association as the exclusive bargaining representative as provided by ORS Chapter 243 for classified employees. supervisory employees, confidential employees, temporary employees, and substitute employees are specifically excluded from the bargaining unit.

2. Definitions

Employee: A member of the bargaining unit represented by the Association.

Temporary Employee: A person employed to perform a specific function or discrete job or to perform for a specific length of time less than a school year. Time spent as a temporary employee shall count for salary placement and vacation (if eligible), if an employee is made permanent in the same job classification. This applies if there is no break in employment.

Substitute: A person employed to perform the work of an absent Classified employee.

Confidential: As defined in state statute.

ARTICLE 2: MANAGEMENT RIGHTS

1. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and educational activities of its employees
2. Without limiting the generality of the foregoing (Paragraph A), it is expressly recognized that the Board's operational and managerial rights include:
 - a. Manage and control the school's business, the equipment, operations, and to direct the working forces and affairs of the employer;
 - b. Continue its rights and past practice of assignment and direction of the 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 the Agreement and the right to establish, modify, or change any work or business hours or days;
 - c. The right to direct the working forces, including the right to hire, promote, discipline, suspend, and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the workforce, and to lay off employees;
 - d. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operations, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the implementation of new and/or improved methods of changes therein;
 - e. Adopt reasonable rules and regulations and the right to enforce the rules and regulations now in effect that are not in conflict with this Agreement;
 - f. Determine qualifications of employees, including physical conditions;
 - g. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions, or other facilities;
 - h. Determine the placement of operations, production, services, maintenance, or distribution of work and the source of materials and supplies;
 - i. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations, inventory of supplies, and equipment procedures;
 - j. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement;
 - k. Determine the policy affecting the selection, testing, or training of employees providing such selection shall be based upon lawful criteria;
 - l. Enter into outsource agreements for services not provided by District employees as long as the outsourcing does not reduce existing compensation to District employees;
 - m. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retains all functions and rights to act not specifically nullified by this Agreement.

3. Contracting, Subcontracting, and Outsourcing of Work: The Association recognizes that the District shall have the right to make and to implement decisions relative to the contracting, subcontracting, and outsourcing of work as it may determine. The Association agrees the District has the right to make the decision whether or not to outsource (contract-out) any District work, but the District must provide notice to the Association of its decision and the expected changes as well as projected short and long-term financial impacts associated with its decision. The Association has seven (7) working days from the receipt of the notice and projections to notify the District in writing of its demand to bargain the impacts of the decision. The parties will utilize the expedited bargaining process set out in state statute with the exception of the length of time the Association has to demand to bargain. If a demand to bargain is not filed within seven (7) working days of the notice, the Association waives its right to bargain over the impact of the change identified in the notice.

ARTICLE 3: EMPLOYEE RIGHTS

1. No bargaining unit member will be disciplined without due process or just cause.
2. For the purposes of this Agreement, due process will be defined as:
 - a. Forewarning or foreknowledge is given of the possible or probable disciplinary consequences of the employee's conduct, except for conduct that the employee should have reasonably known could result in discipline;
 - b. Notice of the charge or reasons for contemplated action;
 - c. Notice of the nature of the contemplated action (notice of sanction);
 - d. A meeting with the supervisor prior to action being taken on the proposed sanction in which the employee presents a response to the charge(s);
 - e. The right of representation upon request for the employee during part or all of this process;
 - f. An investigation of the charges before any discipline is administered in which the District will seek out relevant witnesses and evidence;
3. All classified employees will be formally evaluated by their immediate supervisor at least once during their first year of employment and every other year thereafter. During any meeting established to discuss an evaluation, employees will be provided with copies of any evaluation form or written documentation used by the evaluator.
4. Any classified employee who is given less than a satisfactory rating on their evaluation will be given an opportunity to discuss the matter with their supervisor and/or the Superintendent.
5. The supervisor will work with the employee to help the employee improve their performance.
6. After being given time to improve, the employee shall be re-evaluated.
7. If, after being given time to improve, the supervisor and/or Superintendent feel the employee has not shown satisfactory improvement, the employee will be notified in

writing by the Superintendent that they will be dismissed. The supervisor will only make the recommendation to the Superintendent.

8. Any classified employee who believes their due process or just cause rights have been violated, may request a hearing before the Board about the matter of the dismissal.
9. This article does not apply to new employees who are serving their six (6) Month probationary period, as described in Article 5, paragraph 2d.

ARTICLE 4: ASSOCIATION RIGHTS

1. **Use of School Buildings:** The Association, or committee of the Association, shall be allowed the use of school buildings for meetings providing it does not interfere with other scheduled activities including regular work hours except as mutually agreed upon by the District and the Association.
2. **Use of School Equipment:** For Association business, members shall have the right to use school office equipment which includes, but is not limited to, computers, audiovisual equipment, and copy machines at reasonable times, providing it does not interfere with business to be done by the District and when such equipment is not otherwise in use. The Association shall pay reasonable compensation to the District for copies made on District copy machines. Security cameras may be viewed remotely twenty-four (24) hours per day, seven (7) days per week.
3. **Security Cameras:** In an effort to assist in maintaining safe and orderly campuses for our staff and students, security cameras have been installed in district buildings and on the grounds. These cameras are on and recording. The intention is to deter vandalism and watch specific areas that need to be monitored. The cameras could also record bullying and acts of violence. At times staff walking in the halls, outside the buildings, and in classrooms may be recorded. These recordings will be used for the purpose of maintaining student and staff safety only. Security cameras may be viewed remotely twenty-four (24) hours per day, seven (7) days per week
4. **Bulletin Boards:** The Association will be allowed to use a 43 X 47 inch space on an existing bulletin board. Changes to bulletin board space will need to be mutually agreed upon by the District and the Association. The portion will be clearly identified as Association material with the name of the authorizing member.
5. **Use of Inter-District Courier Facilities/Email:** The Association may use District courier facilities and mailboxes to distribute information to members of the bargaining unit. The Association understands the District does not maintain regular mail service and does not have the expectation that the District should or will maintain a regular mail service. If postage is required, the Association agrees to place applicable postage on all pieces of mail. The Association shall have the right to use the electronic mail systems or other similar communication systems of the District to communicate with the employees in the bargaining unit regarding bargaining, investigation of grievances or other disputes relating to employment relations, and other Association business.

- 6. Use of School Telephones:** The Association may use the school telephone for Association business at no cost to the employer providing it does not interfere with the school program.
- 7. Association Leave:** The Association shall be granted a total of four (4) days non-cumulative paid leave per school year for the purpose of Association business. The Association president or designee shall notify the Superintendent in writing five (5) district working days in advance of the date an Association member will be on leave for Association business. The requirement of five (5) district working days' notice may be waived upon mutual agreement of the District and the Association. The Association shall reimburse the District for the cost of the substitute and the employee granted Association leave shall be compensated at their normal rate.
- 8. Association Dues:** The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll deduction authorizations signed by members and provided to the Association. The Association will provide the employer with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The Association shall rely on the list to make the authorized deductions and to remit payment to the Association.
- 9. Information:** Upon timely request, the District shall allow the Association access to all information necessary for research in its functioning as exclusive bargaining representative in an editable digital file format.
- 10. Access to Employees:** The District shall provide the Association reasonable access to employees within the bargaining unit. For newly hired employees, the Association shall meet with them within 30 calendar days from the date of hire for a period of at least 30 minutes but not more than 120 minutes, during new employee orientation or, if the District does not conduct new employee orientations, at individual or group meetings.. For purposes of employees in the bargaining unit who are not new employees, reasonable access includes, but is not limited to:

 - a. The right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and
 - b. The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.
- 11. Faculty Meetings:** The Association may suggest items for the agenda of any faculty meeting. Such items shall pertain only to the educational operations of the school and shall not include Association business. An Association representative shall be allowed to make brief announcements at the end of a faculty or professional meeting.
- 12. Association Representatives:** Whenever any representative of the Association or any teacher is required by the Board to participate during working hours in negotiations, grievance proceedings, or other proceedings under this contract, they shall suffer no loss of pay. The District shall grant employees who are designated representatives and its affiliates reasonable time to engage in negotiations, investigatory meetings, hearing,

grievance proceedings, Association conferences or meetings during the public employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits.

- 13. Legal Compliance:** All Association use of Days Creek facilities and/ or equipment under this Article shall be subject to applicable laws and policies, including HB 2016.

ARTICLE 5: JOB NOTIFICATIONS, PROBATIONARY PERIOD, SENIORITY, VACANCIES, TRANSFERS, LAYOFF, RECALL

- 1. Job Opening Notification:** The District shall make available to the Association a list of classified job openings in the bargaining unit. Such notification of job openings shall normally be provided at least seven (7) calendar days prior to the closing of applications for such a position. The District shall continue its practice of posting job opening notices on the district website and in district buildings and via email to the classified union president. The District agrees to notify a designated Association Representative when job opening notices are ready for distribution.
- 2. Probationary Period:** The parties recognize the probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve operations by:

 - a. Observing an employee's work;
 - b. Providing training;
 - c. Aiding employees in adjustment to their positions;
 - d. Providing sufficient opportunity to reject any employee whose work performance fails to meet required work standards. Thus, every new employee hired into the bargaining unit shall serve a probationary period of six (6) months. Employees promoted into a higher classification shall serve a probationary period of three (3) months. The District has the right to terminate new employees on a probationary status without cause. Such a probationary employee shall have the right of appealing such termination to the Board upon request. The Association also recognizes the right of the District to demote an employee on promotional probationary status to their previous position if, in the District's judgment, their work performance fails to meet required work standards.
- 3. Seniority:**

 - a. District seniority shall mean a permanent employee's total length of continuous service with the District since their first date of actual duties in the District as a permanent employee.
 - b. Classification seniority shall mean a permanent employee's total length of continuous service in a designated job classification since their first date of actual duties in that job classification. Seniority in one job classification does not carry

over to another job classification unless the employee is a permanent employee in both classifications. In the case of a reclassification of jobs, the employee shall retain seniority accrued in the classification previously held as long as continuous service was maintained.

- c. All authorized leave with pay shall be considered as continuous employment for computing seniority. An employee who has not completed their initial probationary period shall not be considered a permanent employee and shall not be considered to have seniority. An employee shall lose all seniority credit in the event of a voluntary or involuntary termination. An employee who is laid off and who is subsequently reinstated, or is on approved leave without pay, shall have their full seniority earned prior to layoff restored but shall not earn seniority during their layoff status.

4. Vacancies: A vacancy is defined to be a bargaining unit position which the District has determined to fill and has been vacated by a bargaining unit member because of resignation, retirement, or termination. When a vacancy occurs or a new regular classified position is created within the District, notice shall be given specifically to the Association Representative at the time the position is advertised to the public or sooner, if possible. When applicants for a bargaining unit position in the judgment of the District are determined to be equally qualified, current employees shall be given first consideration. If two or more current employees are, in the judgment of the District, equally qualified, first consideration shall be given on the basis of applicable job classification seniority. Merit and competence may also be used for consideration purposes.

5. Voluntary Transfers: An employee who has completed his or her initial probationary period may initiate a request for transfer to another position outside of their current classification.

- a. Involuntary Transfers: When an employee is being transferred, notice will be given at least two calendar weeks in advance of the transfer. In case of an emergency situation or extenuating circumstances, a shorter time period for notification is permissible after consulting with the employee.

6. Layoff:

- a. For the purpose of administering this Article, the following classifications shall be used:
 - i. Maintenance/Custodian
 - ii. Head Cook
 - iii. Assistant Cook
 - iv. Educational Assistant
 - v. Secretary
 - vi. Custodian
- b. Layoff of bargaining unit employees shall be based upon classification seniority, job performance records including unfavorable evaluations and discipline sanctions, and the operational needs for special occupational skills, but such layoff shall occur by classification.
- c. If the Board deems that job performance records, District operational needs for special occupational skills, and classification seniority is equal between two (2) or more employees, the employee with the least District seniority will be laid off.

- d. All benefits to which the classified employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon their return to active employment and the employee will be placed on the proper step on the salary schedule for their current position according to their experience. The classified employee will not receive increment credit for the time spent on layoff. Employee benefits do not accrue during the time of layoff.
- e. A sixty (60)-day notification will be made before layoffs occur.

7. Recall:

- a. Recall rights shall exist for fourteen (14) months from the date of layoff. Any laid off employee not recalled according to this procedure within the fourteen (14) months will be deemed to have resigned in good standing.
- b. Whenever the District determines that a regular vacancy, as defined in Section D above, exists within a classification which has experienced a layoff within the last fourteen (14) months, laid off employees from the classification will be recalled in the reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid off employee. The laid off employee will have ten (10) workdays from the day the certified letter was received to respond to the recall notice. Failure to respond within ten (10) days of any recall notice will cause the laid off employee to forfeit all recall rights and will be deemed to be a resignation.
- c. All laid off employees are eligible to apply for regular posted vacancies. Such application shall not prejudice the employee's rights to recall in their own classification.

ARTICLE 6: GRIEVANCE PROCEDURES

1. Definitions

- a. **Grievance:** Grievance shall be defined as an allegation by an employee, or group of employees, that there has been a violation of a specific provision of the Agreement.
- b. **Grievant:** A grievant is the employee or employees making the claim.
- c. **Party-in-Interest:** 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
- d. **Immediate Supervisor:** A person who has direct administrative or Supervisory responsibilities over the grievant.
- e. **Days:** Days shall, except where otherwise indicated, shall be defined as days the district office is open for business. In addition, the parties may extend time limits by mutual written agreement.

2. Procedures

- a. **Time Limits:** Since grievances should be processed as rapidly as possible, the number of days indicated at each level should be considered an absolute maximum. The time limits specified may, however, be extended by mutual written agreement. Failure of the grievant to appeal a grievance to the next level within the specified time limit is an acceptance of the decision rendered at that level. The failure of the District to respond to a grievance within the stated timelines at any level shall be deemed a denial of the grievance and will permit the grievant to appeal to the next step.
- b. **School Interruptions:** Efforts will be made by all parties-in-interest to avoid interruption of classroom time and/or any other school-sponsored activities. Furthermore, efforts will be made by all parties-in-interest to avoid the involvement of a student in the grievance procedure.
- c. **Filing requirements:** A written grievance as required herein shall:
 - i. Be signed by the grievant(s);
 - ii. Be specific;
 - iii. Contain a synopsis of the facts giving rise to the alleged violation;
 - iv. Cite the section of subsection of this Agreement alleged to have been violated;
 - v. Contain the date of the alleged violation;
 - vi. Specify the relief requested; the written requirements set forth above must be met at each level of the grievance procedure. Any written grievance not in accordance with the above requirements may be rejected. Such rejection shall not extend the time limitations set forth in the Article.
 - vii. Election of Remedies: If the grievant chooses to pursue their claim through the court system, the Employment Relations Board (ERB) or any other outside agency, the grievance procedure cannot be used and any decision rendered under the procedure will become null and void.

3. Levels of Grievance

a. Level One

- i. A grievant shall, within ten (10) days of the occurrence or grievant's knowledge of the same whichever occurs later, discuss it verbally with their immediate supervisor with the objective of resolving the matter informally. "Immediate supervisor" shall be defined by classification. For cooks and educational assistants, the immediate supervisor is the Superintendent or designee. For custodial/ maintenance staff, the immediate supervisor is the custodial/ maintenance supervisor. The supervisor shall have ten (10) days in which to verbally respond to the grievant.
- ii. If a grievant is not satisfied with the disposition of the grievance, as identified in subparagraph I. above, the grievant may file the grievance in writing, with the immediate supervisor within ten (10) days after a verbal response is given to the grievant as identified above in subparagraph I. The written grievance shall include the Agreement article(s) and sections or paragraphs alleged to have been violated, the date of the alleged violation, and the specific remedy sought by the grievant. The immediate supervisor shall have ten (10) days in which to respond, in writing, to the grievant.

b. Level Two

- i. If the grievant is not satisfied with the disposition of the grievance at Level One, the member may file the grievance in writing with the Superintendent within ten (10) days after the Level One procedures have been completed, unless the superintendent has been involved in the Level One procedure, as the immediate supervisor. In the case where the superintendent is the immediate supervisor, the grievance shall go to Level Three. The written grievance shall specify the action or lack of action being grieved, the Agreement article(s), and sections or paragraphs alleged to have been violated and the specific remedy sought. The Superintendent shall have ten (10) days in which to respond in writing to the grievance.

c. Level Three

- i. If the grievant is not satisfied with the decision of the Superintendent, the grievance may be presented to the Board by filing all materials submitted or received at prior steps with the clerk of the Board within ten (10) days after completion of the prior level procedures. The Board will have twenty (20) days in which to make a written response to the grievance.

d. Level Four

- i. If the grievance is not resolved at Level 3, the grievant or the grievant's designated representative may ask the Oregon Employment Relations Board to submit a panel of five (5) names. Such listing shall include names of known arbitrators who are members of the American Arbitration Association, and who reside within the state of Oregon. The arbitrator shall be selected from the panel by mutual agreement or by the designated representatives of the Association and the Board, each alternately striking a name from the list until one (1) shall remain. The

arbitrator whose name remains on the list shall be considered selected. The order of the striking of names shall be determined by a flip of coin. As an alternative to requesting a list, the parties may mutually agree upon any arbitrator they choose. The arbitrator chosen from the list to hear the case shall schedule a hearing and deliver a decision writing thirty (30) days of the closure of the hearing. The arbitrator's decision shall be in writing and set forth the finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement, or to substitute their judgment for that of the specific terms of this Agreement. Nor shall the arbitrator add to, subtract from, modify or amend any terms of this Agreement. The decision of the arbitrator shall be submitted to the parties and shall be final and binding on the parties.

The Board and the Association will share equally the costs of the arbitration procedure including the fee and expense of the arbitrator and the cost of the hearing room. In cases where the grievant(s) pursue a grievance to arbitration without the support of the Association, the Association would not be held accountable for costs resulting from such grievance proceedings and the grievant would share the cost of the arbitration procedure including the fee and expense of the arbitrator and the cost of the hearing room with the District.

ARTICLE 7: HOLIDAYS

Paid holidays for employees in the bargaining unit shall be:

New Year's Day, Labor Day, Christmas Day, Martin Luther King Day, Memorial Day, Veteran's Day, Thanksgiving Day, and Independence Day (12-month employees)

Employees in the bargaining unit shall be compensated for the holiday as though they have worked a regularly scheduled day. The rate of pay for the holiday will be 1/5 of the salary earned on a five-day week schedule or 1/4 if on a four-day schedule not to exceed eight (8) hours. If an employee is required to work on the above-named holidays as determined by the superintendent and with prior permission of the superintendent, they shall receive overtime rate for all hours worked in addition to their regular holiday pay. Holiday pay shall be available to an employee who is on the payroll of the District at the time of the holiday.

President's Day shall be considered a non-contract day unless the District schedules the day as a school day, workday, or emergency closure make-up day.

ARTICLE 8: VACATIONS FOR TWELVE-MONTH EMPLOYEES

1. Definitions: One week is defined as the hours an employee is scheduled to work in accordance to their work calendar.

1. **Amount of Vacation:** Each twelve-month employee assigned to work thirty-five (35) hours or more per week shall receive one week of paid vacation after one full year of employment and two weeks of paid vacation through the fifth year of employment. After the fifth year of continuous employment, employees shall be granted one (1) additional day of paid vacation for each year of continuous employment through the tenth year of service. Employees assigned to work less than thirty-five (35) hours per week shall have equivalent prorated vacation time allowed. Vacation time will be given in hours for all classified employees. One (1) day shall be equivalent to the number of hours worked in a day.
2. **Scheduling Vacation**
 - a. Vacation dates shall be scheduled by mutual agreement of the employee and the District. Vacation time shall not accumulate from year to year from the date vacation is earned unless the District has rejected two (2) requests for vacation during the last year. Under no circumstances may more than one (1) week earned carry over to the next year.
 - b. Employees eligible for vacation shall indicate their individual preferences. For vacation days by written notice to their immediate supervisor.

ARTICLE 9: LEAVES

1. Sick Leave for Classified School Employees

- a. Sick leave for classified personnel shall be ten (10) days per year for nine-month employees. Twelve-month employees shall receive one day per month or twelve (12) days. The unused days earned at the end of each fiscal year shall be added to the employee's individual sick leave reserve.
- b. Half-time employees or those who serve less than half-time shall accrue sick leave benefits on a pro rata basis.
- c. Sick leave may be utilized for absences due to the employee's or a family member's mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with the Family Medical Leave Act (FMLA) or OFLA as defined by state statute. Sick leave may also be used in the event of a public health emergency. Family member is defined as spouse; domestic partner; biological, adoptive, or foster parent or child; step-child; sibling; grandparent or grandchild; parent-in-law; step-parent; person with whom the employee was or is in a relationship of in loco parentis.
- d. Sick leave in excess of four (4) consecutive workdays may require Certification of the school employees attending physician or practitioner that the illness or injury prevents the employee from working.

- e. When an employee is absent due to illness or injury qualifying for compensation under Workers Compensation Law, the District's obligation to pay sick leave is limited to the difference between the payment received as a result of the Workers Compensation award and the employee's regular salary. In such instances, prorated charges will be made against accrued sick leave.
 - f. An employee whose term of illness extends through June 30 of any given fiscal year and at that time has not used up all accumulated sick leave shall continue to receive paychecks against prior years' accumulated sick leave. However, in these cases such employee's sick leave account shall not be credited for additional hours in the new fiscal year until they have returned to work. Sick leave for the new fiscal year shall be adjusted pro rata if the return to work by a twelve-month employee leaves eleven (11) or fewer months of employment in the new fiscal year.
 - g. An employee with an illness covered by sick leave benefits shall be subject to disciplinary action if other unauthorized employment is undertaken while off the job.
 - h. Classified employees will be allowed to transfer sick leave to a "sick leave bank" to benefit other classified employees who have exhausted their sick leave due to extraordinary circumstances. Application for sick leave from the bank shall be made in writing by the employee or a family member acting on behalf of the employee. The application will be reviewed by a committee whose members shall be comprised of the Superintendent, another member designated by the Superintendent, and a representative of the classified association. The committee will act within five (5) working days of the request to approve or deny the request. The District will be held harmless of all claims against this provision of the Agreement. A maximum of sixteen (16) hours may be donated per employee per school year to each classified employee.
- 2. Bereavement Leave:** Bereavement leave falls under Oregon Family Leave Act (OFLA) as per state statute. The District will comply with bereavement leave as the statute has it defined.
- a. Employees receive up to two (2) weeks of leave to attend a funeral or funeral alternative of a family member, make arrangements necessitated by the death of the family member, or time to grieve the death of a family member.
 - b. Employees must complete this leave within sixty days of learning of the death. If multiple family members work for the District, they may take bereavement concurrently. The employee may take two (2) weeks of leave for each family member with a maximum of twelve (12) weeks per year.
 - c. a. For the purpose of family members, they are defined as spouse of the employee; domestic partner; child (biological, adopted, or foster) of the employee; grandparent or grandchild of the employee; parent-in-law of the employee; siblings; or a person with whom the employee was or is in a relationship of in loco parentis.
 - d. Employees will be permitted four (4) days of paid bereavement leave which will run concurrently with OFLA leave.

- 3. Personal Leave:** An employee may be granted up to a total of four (4) days of paid personal leave for legal, business, and family matters, or emergencies which cannot be taken care of during non-working hours. Personal leave may be used for attending to an ill or injured member of the immediate family when there is no one else available to care for the family member. For this purpose, immediate family members include child, step-child, spouse, domestic partner, parents, in-law parents, and step-parent. Personal leave is annual and does not accumulate. An employee compensated by personal leave benefits shall be subject to disciplinary action if other unauthorized employment is undertaken while on personal leave.
- 4. Legal Leave:** An employee called for jury duty or who has received a legally enforceable subpoena to testify in either a legal proceeding or at a legislative hearing will receive full pay for the length of the jury or other service, except that part-time personnel shall receive pay only for that portion of the day the employee regularly works. The compensation paid to an employee for the period of leave shall be reduced by the amount of compensation or witness fees, excluding mileage, received by the employee for the services referred to above or the employee may turn such compensation directly over to the District without any consequent deduction in the employee's compensation. An employee called under the conditions listed herein and who is excused from duty shall immediately contact the District.
- 5. Emergency School Closure -** Each classified employee will have the opportunity to make up work hours missed due to emergency school closure, or to take the equivalent number of hours as personal or vacation leave, if they choose. In the event, they do not want to make up the hours, they will receive a reduction in pay for not working. Should make up hours be desired by the employee, the date and time to be worked must be approved in advance by the Superintendent. Make up hours will not be scheduled until after the district board determines whether students will be required to make up the lost instructional hours. Any make up hours for which the employee desires to be compensated must be completed and submitted to the payroll office by the final timecard of the contract year during which the hours were missed.
- 6. Personal Unpaid Leave:** Leaves without pay for up to one (1) year for reasons deemed sufficient by the Board, including but not limited to health and pregnancy, may be granted. Employees shall not lose their accumulated sick leave or seniority due to an unpaid leave of absence; however, they shall not accumulate further sick leave or seniority during such leave. Employees returning from an unpaid leave of absence shall remain on the wage Step Level at which they were placed at the time the leave began if the leave exceeds six (6) months in a fiscal year. An employee on leave without pay is expected to return to the District the year following such leave of absence; however, this does not exclude the employee from provisions of ORS 342.513(2) and the employee shall notify the Board in writing by April 1 of his/her intent to return the ensuing school year. Employees on unpaid leaves under this Article shall have the right to purchase insurance available under Article 13, at their own expense, while on leave.

ARTICLE 10: PUBLIC EMPLOYEES RETIREMENT SYSTEMS

1. During the term of this Agreement, the District will participate in the public employee retirement plans as required by state statutes that are applicable to the employees in the bargaining unit.
2. The District will comply with any statutory or administrative rule changes which are enacted during the term of this Agreement. In addition, any changes in the public employee retirement plans which are enacted during the life of this Agreement by statute or administrative rule will apply to employees covered by those plans.
3. To the extent allowed by law, retiring employees will receive credit for unused sick leave for the purposes of calculating final average salary for PERS retirement benefits.
4. The District does not guarantee any particular level or type of retirement benefit; benefits are determined by the PERS Board in accordance with state statute and administrative regulations. The District is merely committed to participating in the program to the extent mandated by state statute and administrative regulations.
5. The District shall "pick-up," assume, and pay up to the current six percent (6%) Required employee contribution to the Public Employees Retirement Fund for the employee members then participating in a public employee retirement plan. Such "pick up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement.

ARTICLE 11: PERSONNEL FILES

1. Each employee shall have the right, upon request, to review the contents of their own personnel file exclusive of references/placement files received prior to the date of employment of this District.
2. At the request of the employee, the District shall furnish a copy of such records. The employee will reimburse the District for the cost of providing this service.
3. The employee shall have the right to make a written statement relating to any evaluation, reprimand, or other document relating to District job performance placed in the file. Such employee statement shall be attached to the document.
4. The personnel file shall be open only to such other persons as are officially designated by the District or to persons authorized in writing by the employee concerned; State and Federal laws may also require additional disclosures of employee information. This is not to imply the personnel file in its entirety will be open to the public.
5. There shall be one (1) official personnel file for each employee. The District may establish a separate file for each employee for payroll information. Documents contained

in any administrator "working file" must be placed in the personnel file within twenty-four (24) months or destroyed.

6. Employees shall be requested to affix their signatures to documents which will be placed in the personnel file. The employee has the right to add the statement "Above signature does not signify agreement, but indicates the employee has seen the document." If an employee refuses to sign the document, another witness may sign the document to indicate the employee was shown the document and then it may be placed in the personnel file.

ARTICLE 12: COMPLAINT PROCEDURES

1. If a complaint against a specific employee is made by a parent, or other members of the community (not including student complaints) either to the Board or an administrator, the complainant will be asked to present the complaint in writing over their signature. If the complainant is unwilling to do so, the official receiving the complaint may record the name over their own signature.
2. If a complaint is not signed by a complainant or administrator, it shall be dropped.
3. If the complaint is not dropped. The signed complaint will be filed with the Superintendent or their designee. Within ten (10) days thereafter, the Superintendent will discuss the complaint with the employee and corrective action, if any, that should be taken. The resolution of the complaint or corrective action to be taken shall be put in writing. Just cause and due process as defined in Article 3 is to be granted the employee.
4. The complaint, written solution, and corrective action, if any, shall be filed in the specific employee's personnel file.
5. The particular corrective action taken as a result of a complaint or complaints, distinguished from any disciplinary action, is solely the prerogative of the District.

ARTICLE 13: COMPENSATION & INSURANCE

1. For the 2020-21 school year, the wage schedule for all job classifications under the classified staff agreement will increase by two percent (2%) as per the salary schedule in Appendix A. For the 2021-22 school year, the wage schedule for all job classifications under the classified staff contract will increase by one and a half percent (1.5%) as per the salary schedule in Appendix A. For the 2022-23 school year Article 13 will reopen for COLA adjustment.
2. Any employee who serves ten full years or more of continuous District employment shall qualify for a three percent (3%) increase in hourly wage beginning with the continuous employment status as of July 1, 2006. The longevity compensation will not be retro-active for increases or bonuses for intervals prior to July 1, 2006. At every third year of further continuous employment in the District after July 1, 2006, the employee shall receive a bonus of three percent (3%) of wages earned that year paid in a lump sum in June. Employees hired after July 1, 2014 will receive the longevity compensation after ten (10) full years, but will not receive the three percent (3%) longevity bonus.
3. The District contribution toward any District-offered insurance plan shall match that of the licensed employees.
4. Insurance compensation shall be available to employees working half-time or more than half-time. Half-time is defined as an employee who is regularly scheduled to work seven hundred sixty (760) hours in any continuous nine (9) month period during a fiscal year. Non-regularly scheduled hours, such as substitute hours to cover another employee, shall not count toward the seven hundred sixty (760) hours. No compensation such as in the form of a TSA contribution shall be given to employees who decline the insurance compensation. No annuity or other such compensation shall be made for those employees not using up to full family coverage.
5. Contingent upon satisfactory job performance as determined by District evaluation and retroactive to July 1, 2020, eligible classified employees will advance one (1) step for 2020-21 and 2021-22. All employees new to the District will begin at Step 0. New employees must have been hired before January 1 in any fiscal year to receive a step increase for that year.
6. No classified employee is to work over forty (40) hours in one (1) given week without prior approval of the Superintendent. Any approved hours worked beyond forty (40) hours per week will be reimbursed at a rate of one and one half (1.5) times the regular hourly rate. An employee may "comp" hours from one week to the next upon approval of the Superintendent.
7. Employees shall not work beyond their regularly scheduled hours without prior approval of the Superintendent.
8. All current employees in the Maintenance/Custodian positions shall be grandfathered into those positions as long as they are employed by Days Creek School District and/or do not voluntarily transfer to another position.

9. By July 1, 2020, the District and Association agree to create a workgroup to develop job descriptions for the newly created custodian position and the maintenance/custodian position. The District and Association may select up to three (3) representatives each to be on the workgroup to review and provide input into the development of the job descriptions.

ARTICLE 14: DURATION AND ACCEPTANCE OF THE AGREEMENT

This Agreement shall be effective July 1, 2020 and continue in effect until June 30, 2023 subject to the following provisions.

1. This written contract represents the parties' entire Agreement and waives both parties' right to bargain over issues not in this contract.
2. This contract is subject to the laws of the State of Oregon and the duly adopted rules and regulations of the Douglas County School District 15 and the State Board of Education pertaining to the employment of classified employees and their rights, duties, and obligations, and the limitations by the provisions of budget laws. (ORS 294.306 through 294.420.)

DocuSigned by:

Troy Michaels

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For the Board of Directors

DocuSigned by:

Mary Moore

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For the Classified Association

DocuSigned by:

[Signature]

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For the Superintendent

DocuSigned by:

[Signature]

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For the Oregon Education Association

APPENDIX A

2020-21	Step 0/SUB	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Longevity
Maint/Custodian	\$17.77	\$17.97	\$18.23	\$18.46	\$18.66	\$18.92	\$19.14	\$19.71
Custodian	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$17.00	\$17.25	\$18.00
Head Cook	\$14.63	\$14.87	\$15.10	\$15.35	\$15.56	\$15.81	\$16.04	\$16.52
Asst Cook	\$13.89	\$14.13	\$14.35	\$14.62	\$14.86	\$15.09	\$15.29	\$15.76
Instructional Assistant	\$13.91	\$14.11	\$14.38	\$14.66	\$14.99	\$15.30	\$15.51	\$15.97
Secretary	\$17.34	\$17.61	\$17.86	\$18.14	\$18.40	\$18.68	\$18.96	\$19.53