

COLLECTIVE BARGAINING AGREEMENT

Between

**OAKLAND CLASSIFIED SCHOOL EMPLOYEES
ASSOCIATION**

And

OAKLAND SCHOOL DISTRICT #1

2021 - 2024

TABLE OF CONTENTS

	PAGE
ARTICLE 1 Status of Agreement	2
ARTICLE 2 Rules of Interpretation & Application	3
ARTICLE 3 Association Dues	4
ARTICLE 4 Rights of the Board	5
ARTICLE 5 Rights of the Association	6
ARTICLE 6 Rights of Employees	7
ARTICLE 7 Layoff	8
ARTICLE 8 Employee Compensation	9
ARTICLE 9 Leaves of Absence	13
ARTICLE 10 Hours and Overtime	15
ARTICLE 11 Vacancies and Transfers	16
ARTICLE 12 Tuition Reimbursement	17
ARTICLE 13 Employee Dismissal	18
ARTICLE 14 Grievance Procedures	19
ARTICLE 15 Strikes / Work Action	21
ARTICLE 16 Calendar	22
ARTICLE 17 Complaint Procedure	23
ARTICLE 18 Duration	24
APPENDIX A Salary Schedule	25
APPENDIX B Athletic Extra Duty Salary Schedule	28
APPENDIX C Extra Duty Salary Schedule	31

Article 1 – Status of Agreement

Preamble

This contract is made by the Oakland Classified School Employees Association/ OEA, hereinafter, referred to as the “Association,” and the Oakland School District, hereinafter referred to as the “Board” or “District”. Now, therefore, the parties hereto agree to be bound by the provisions set forth herein for its duration.

Recognition

The District recognizes the Oakland Classified School Employees Association/ OEA as the sole and exclusive bargaining representative for all classified employees except supervisory, confidential, substitutes, temporary employees, and student workers. Positions specifically excluded are as follows:

Food Services Supervisor
Maintenance Supervisor
Transportation Supervisor
Superintendent’s Secretary
Accounts Payable/ Payroll Clerk
Deputy Clerk
Network Coordinator
Executive Secretary to the Superintendent/ Board

Definitions

Fulltime Employee: Full time employees are those employees working 32 – 40 hours per week.

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.

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

Probationary employees are:

- A. Newly-hired employees shall be considered probationary for the first six months of employment and thereafter shall be considered non-probationary employees. Newly hired employees shall be placed on the appropriate step on the salary schedule as determined by the District.
- B. Probationary employees are at-will employees and may be dismissed by the District without cause and without recourse under this Agreement.
- C. A school employee who has been demoted or dismissed shall be entitled to a hearing before the Board if a written request is filed with the Board within fifteen (15) days of the dismissal or demotion.

Article 2 – Rules of Interpretation & Application

- A. The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.
- B. Any individual contract herein executed between the Board and the individual member, shall be subject to the terms of this Agreement. If an individual contract contains any language contrary to this Agreement, this Agreement during its duration, shall be controlling.
- C. This Agreement has no effect upon any policies, rules, regulations, practices or procedures of the District pertaining to any matter not specifically covered in this Agreement. The authority to repeal or modify such policies, rules, regulations, practices or procedures is not affected by this Agreement.
- D. Any notices, filings or other contracts required or allowed in this Agreement shall be with the Superintendent on behalf of the Board, and the President of the Association, or designee, on behalf of the Association.
- E. Neither the terms of this Agreement nor their application or operation shall compel the Association or the Board to violate any government rule, regulation, statute, court order, or decree. Should any provision of this Agreement be declared unlawful or unenforceable by legislative, administrative, or judicial authority, all other provisions in the agreement shall remain in full force and effect. At the request of either party, negotiations shall commence to find a mutually-satisfactory replacement for the unlawful or unenforceable provision.

Article 3 –Association Dues

- A. Dues Deduction Authorization
Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks by certified list and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification. The District may request verification of dues deduction from the Association in the event of potential discrepancies.
- B. Processing OEA/NEA Dues Deductions
Dues deductions shall be made monthly in an amount equal to one-eleventh (1/11) of annual dues, commencing with the month of October and continuing through the July pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.
- C. Remittance of Dues Checks
1. Data to OEA
Within ten (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/Local dues, including voluntary Association contributions, deducted from each member's paycheck.
 2. Payment to OEA
Within ten (10) days after each pay period, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.
 3. Payment to Local
Local dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the Local Treasurer or the Association's banking institution.
- D. Indemnification
The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

Article 4 – Rights of the Board

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws of the Constitution of the State of Oregon, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. to the executive management and administration control of the Oakland schools and their preparation and facilities, and the professional activities of its employees;
 2. to hire all employees and to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
 3. to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
 4. to the creation, combination, modification or elimination of any position deemed advisable by the Board;
 5. to the determination of the financial policies of the District including the general accounting procedures, inventory of supplies and equipment procedures;
 6. to the determination of the size of the working force, the allocations and assignment of work to employees, the selection of employees, and the establishment of quality standards and judgment of employee performance.
- B. 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.

Article 5 – Rights of the Association

- A. The District shall provide to the Association an electronic database of each employee in the bargaining unit (active members, and non-members) that includes the last four digits of their social security number, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, dues deductions, residential address, and residential phone number. For every bargaining unit member hired after October 1, the District shall provide such information within thirty (30) days of hire.

The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

- B. The Association shall be allowed to use school buildings for meetings with employees, provided there is no interference with the regular school program. Request for such usage shall be directed to the building principal.
- C. The District agrees to furnish bulletin board space in each school in an accessible place available to the members of the Association. The Association will limit its postings of information to such space.
- D. Subject to Postal Service regulations, the Association shall have the right to use the inter-school mail facilities and school mailboxes so long as materials are labeled as Association materials.
- E. The Association shall have the right to use District computers, internet access, and email system to conduct association business.
- F. The Association shall be provided a minimum of fifteen (15) minutes after any faculty meeting to conduct members-only business.
- G. For any new bargaining unit member hired during the school year, the District shall notify the Association, within one week of the first day of work, of the name and the worksite of the new hire. The Association shall be granted one hour of work time to meet with the new bargaining unit member.

Article 6 – Rights of Employees

Personnel Records

The personnel records of any employee in the bargaining unit shall be maintained in the District's personnel office. A copy of all evaluation documents, disciplinary documents, and complaints that are placed into an employee's personnel file will be given to the employee. The District may request that the employee sign the file copy as an acknowledgment of receipt of the copy. An employee shall have the right to attach a written statement of explanation to any material, which the employee believes to be incorrect or derogatory. An employee's personnel records shall be available for inspection upon the employee's request in accordance with provisions of ORS 652.750. Employees may request that disciplinary documents over three years old be removed from the personnel file. The Superintendent will review such requests and render a decision. The decision of the Superintendent will be final and binding. All personnel file documents shall be considered confidential.

Jury Duty/Legal Leave

An employee shall be granted leave with pay for service upon a jury. Any such employee shall promptly notify the District and shall keep all sums received as a fee or compensation for jury service. The employee's salary shall be reduced by the amount of the fees, less mileage.

Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other official direction by proper authority of the tribunal, except that no such leave shall be granted for an appearance before any such tribunal in a case to which the employee is a party unless the District is also a party. Leave shall also be granted when the District or its insurer require or request the employee's appearance. Notwithstanding, this leave is not available in any case where the employee or the Association is a complainant in a case against the District.

Article 7 – Layoff

A. Seniority

1. District seniority means the total length of service as a classified employee.
2. Job classification seniority means the total length of service in an employee's job classification since their last appointment to that class.
3. For accounting purposes, all authorized paid leave shall be computed as time worked. Unpaid leaves of over two weeks do not add to an employee's seniority.
4. Employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods accumulated except for the period of layoff.

B. Procedures

When the District, in its discretion, determines that a layoff of classified employees is appropriate, the following procedures will be implemented:

1. When a layoff is necessary in any job classification, the employee in that job classification with the least job classification seniority shall be laid off first. In the case of a tie on job classification seniority, district seniority shall serve as the tie—breaker first and a coin-flip second.
2. To insure that any laid-off person has adequate notice to return to work when a recall occurs, the District superintendent shall notify the employee of the call back to work by certified mail. The recalled employee will have 21 days from the date of the superintendent notification of the recall to report to work. Laid off employees shall be recalled based on job classification seniority.
3. A laid off employee who previously worked in a different classification for the District (within the definition of seniority above), may "bump" an employee in another job classification as long as two conditions are met:
 - a. The laid off employee has greater job classification seniority than the person to be "bumped"; and,
 - b. The laid off employee had at least satisfactory evaluations while employed in the previous job classification.
4. Rejection of recall constitutes voluntary relinquishment of recall rights. Recall rights shall exist for up to 24 months from the date of layoff, i.e., from the last day worked by the employee before implementation of the layoff. Upon recall, all earned benefits from before the layoff (sick leave, etc.) will be returned to the employee.

Article 8 – Employee Compensation

Salary

A. Salary Increase Summary

The salary schedules for 2021 – 2024 are attached as Appendix A. Employees will receive a 3% COLA and step advancement, during the 2021 – 22 year. Employees will receive a 2% COLA and step advancement, during the 2022 – 23 year. Employees will receive a 2% COLA and step advancement, during the 2023 – 24 year.

B. The Oakland Classified Employees authorizes the District to pick-up the PERS contributions for the classified employees.

C. When classified employees are required to report to work for training on a day that they are not otherwise scheduled to work, they will be paid for a minimum of two (2) hours.

D. Methods of Pay - Twelve (12) equal monthly payments will be issued, with the first check being issued by the 25th day of the employee's starting contract (WORK) month. The June check will be paid on the employee's last workday in June. The July and August checks will be paid by the last payroll workday of June by separate checks. Bus drivers will be annualized based on their regular routes and then extra trips will be compensated as they are included on their timecards.

E. Step Advancement

1. All horizontal step advancement shall take place on July 1 of each year, preconditioned however, upon the employee receiving an evaluation or evaluations, which the Board deems to be satisfactory.
2. Assuming satisfactory evaluations, step advancement normally shall follow the following schedule:

Step 1:	1 year in duration, (Probationary for the first 6 months)
Step 2:	1 years in duration
Step 3:	1 years in duration
Step 4:	1 years in duration
Step 5:	1 years in duration
Step 6:	1 years in duration
Step 7:	1 years in duration
Step 8:	1 years in duration
Step 9:	TOP

Longevity pay is defined as the length of time an employee has worked for the district. It will be paid to the employee at the end in the June payroll period on the following schedule:

- Upon completion of year 10 employee will be paid \$300
 - Upon completion of year 15 employee will be paid \$400
 - Upon completion of year 20 employee will be paid \$500
 - Upon completion of year 25 employee will be paid \$600
3. Employees moving from one job classification to another will start at one step lower than their current step on the classification schedule. After six months the employee will be advanced one step up. An employee voluntarily transferred to a lower classification shall be placed on the

lower classification’s scale and the step corresponding to that which the employee was placed in the higher classification.

F. Bus Driver Pay:

Pay shall be provided for all hours while on duty (routes, athletic trips, field trips, breakdown, waiting time). Routes and driver time for athletic trips and field trips shall be paid at the driver’s current step on the salary schedule. Breakdown, waiting time, shall be paid a rate of \$12.50. Overnight trips shall be paid no more than a maximum of 15 hours for any single day and no more driving hours than allowed by ODOT for school bus drivers.

Drivers who are scheduled for an athletic trip or field trip which has been cancelled after the driver arrives for the trip will be paid for two hours at their regular rate of pay. Bus drivers with seniority reserve the right or option to take advantage of the activity or special trip prior to less senior drivers and have a non-bargaining member take their regular route.

Insurance

- A. Only bargaining unit members regularly scheduled for employment at least 25 hours per week shall receive any of the prorated insurance contribution. The contribution, according to the schedule below, shall be utilized to purchase medical, vision, and dental insurance coverage for the employee and their dependents. The health (medical, dental and vision) insurance District premium contribution will be for twelve (12) months per year, on a tiered rate, if the employee fulfills their yearly contract with the District.

Opt-Out Option:

Eligible employees who are scheduled to work 30 hours or more per week may choose to “Opt Out” of the district insurance program. In lieu of the insurance contribution they will receive a monthly salary stipend of \$400.

In order to “Opt Out” bargaining unit members must provide proof of other health coverage.

Employees will only be allowed one opportunity annually during open enrollment to “Opt Out.”

The “Opt Out” decision must be made in writing before September 15th and once made cannot be revoked until the next open enrollment period unless they can provide documentation that their current medical coverage is lost.

PRORATED CONTRIBUTION SCHEDULE

30 to 40 Scheduled Hours Weekly: Any employee who is regularly scheduled to work between 30 and 40 hours per week, at least nine (9) months per year, will receive up to 100% of the District insurance contribution provided.

25 to 29 Scheduled Hours Weekly: Any employee who is regularly scheduled to work between 25 and 29 hours per week, at least nine (9) months per year, will receive up to 75% of the District insurance contribution provided. Employees who are scheduled for 25-29 hours are not eligible for insurance Opt Out.

Less than 25 Hours Weekly: Employees who are regularly scheduled to work less than 25 hours per week and/or less than nine (9) months per year, will receive no District insurance contribution or Opt Out.

- B. The insurance plan(s) and/or carrier(s) shall be selected by the District.
- C. Effective October 1st, 2021 the District will provide an employee contribution on tiered rates toward plans available through the Oregon Educator Benefits Board. District contributions changes shall take place on October 1 of each year.

For the 2021-2022 school years, the District monthly contribution shall be:

Employee only	\$ 775.00
Employee & spouse	\$1425.00
Employee & child(ren)	\$1425.00
Employee & family	\$1950.00

For the 2022 – 2023 school year, the District monthly contribution shall be:

Employee only	\$ 800.00
Employee & spouse	\$1450.00
Employee & child(ren)	\$1450.00
Employee & family	\$1975.00

For the 2023-2024 school years, the District monthly contribution shall be:

Employee only	\$ 825.00
Employee & spouse	\$1475.00
Employee & child(ren)	\$1475.00
Employee & family	\$2000.00

If an employee does not utilize the full district contribution, the excess shall be placed into the HSA account of an employee having an HSA insurance option. The District will provide Employee Assistance Program coverage.

Any remaining premiums due to cover costs shall be handled by payroll deductions.

- D. Notwithstanding the proration formula set forth in A, above, those 4 hour per day employees who were receiving the one-half insurance contribution on July 1, 1994, shall continue to receive that contribution on a "grandpersoned" basis. No new part-time employees will receive that level of proration unless their regular schedule of hours meets the requirements of section A, above.

In addition, existing permanent employees who were receiving full or partial medical insurance contributions prior to July 1, 2004 shall continue to receive insurance contributions on the following prorated contribution schedule:

Less than 20 hours/ week	None
20-22 hours/week	One-half the full-time contribution
23-29 hours/week	Three-fourths the full-time contribution
30-and over hours/week	Full contribution

Vacation

Full-time 12-month employees shall accrue paid vacation. Such employees shall accrue vacation in accordance with the following schedule:

First 10 years	2 weeks
11 th year - 15 th years	3 weeks
16 th years – 20 th year	4 weeks
21 or more years of service	5 weeks

Employees terminating with less than one complete year of service shall not be entitled to any vacation pay. Vacation shall be utilized the year following the year of accrual. Hours beyond the 2 year accrual will either be paid or the employee will be required to take the time off at the District's discretion. Vacation times may be requested via the District's digital platform to the office of the Superintendent or respective supervisor. The Superintendent or respective supervisor shall approve vacations at their discretion. Employees hired prior to July 1, 2021 shall be considered employees with seniority and will retain their vacation as is currently.

Holidays

Paid holidays for bargaining unit employees shall be in accordance with the following schedule provided they work the last regularly scheduled workday before the holiday and the first regularly scheduled workday after the holiday. Absence due to approved paid leave shall not disqualify employees from the paid holiday benefits for which they are otherwise eligible.

Labor Day	Christmas Day
Memorial Day	New Year's Day
Thanksgiving Day	President's Birthday
Day after Thanksgiving	Veterans' Day
Martin Luther King, Jr. Day	July 4th

Employees in the bargaining unit shall be compensated for the holidays as though they had worked a regular schedule for the day. An employee required to work on the above named holidays shall receive the overtime rate for all hours worked in addition to their regular holiday pay.

Should any contract designated holiday fall on a Saturday, eligible employees shall receive the preceding Friday as a paid holiday. Should any contract designated holiday fall on a Sunday, eligible employees shall receive the following Monday as a paid holiday.

Article 9 – Leaves of Absence

A. **Personal Leave**

Employees shall be allowed two days of paid personal leave each contract year. Personal leave may accumulate at the rate of one day per contract year to a maximum of four days. Personal leave is allowed for personal or family matters requiring absence during employee work hours for legal, business, or other necessary family affairs. Any employee not using a personal day during the school year will be paid at 50% of their hourly rate for their regularly scheduled hours up to a maximum of \$50.00 per day. Personal leave will not be used to extend vacations, holidays or school breaks (winter and spring break). Personal leave will be paid out only to employees who complete employment for the school year.

B. **Sick Leave**

All classified personnel shall receive 10 days of sick leave during each school year. Such sick leave shall be credited to said personnel on the first school day of each fall semester. Full-time 12-month employees shall receive 12 days per year.

Sick leave days may be accumulated by classified personnel only if not used in the year for which granted. Total sick leave, which can be accumulated by any classified employee under this agreement for sick leave, shall be in accordance with ORS 332.507.

Sick leave may be used for illness of the employee or of "their" immediate family. Immediate family in this case means spouse, children, parents, siblings, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and domestic partners.

Emergency Leave Pool

In extreme circumstances, approved by the Officers of the Association, and with the District's approval, classified staff may donate up to 40 hours of additional sick leave time to an employee that has exhausted all other appropriate leave time. An extreme circumstance would be a very serious illness with the employee or immediate family where the employee is unable to return to work.

C. **Unpaid Leave**

Unpaid leaves of absence may be granted by the District or Superintendent.

D. **Bereavement Leave**

- (1) The District shall grant paid leave not to exceed four (4) days for the death of a spouse or child and three (3) days per school year for the death of other members of the immediate family. Said leave shall commence upon request of the employee. Immediate family shall be interpreted to mean classified personnel employee's mother, father, spouse, son, daughter, grandchild, sister, brother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, cousin and domestic partner.
- (2) Bereavement leave shall not be accumulated from year to year.

- (3) Employees may be granted two additional days of bereavement, with approval from the Superintendent, if the funeral occurs outside the state of Oregon.
- (4) Upon approval from the superintendent, employees who do not use their full bereavement leave for an immediate family member all at once may use the remainder of it within one calendar year under the following circumstances:
 - a. A funeral or memorial service that takes place outside of the state.
 - b. Estate matters of the deceased that cannot be taken care of outside of work hours (probate, will hearings, court hearings, etc.).
 - c. Day of remembrance (anniversary, birthday, etc.)
 - d. Any other reasonable request that is approved by the Superintendent.

Requests for this type of leave must be communicated to the employee's immediate supervisor at least 48 hours in advance, if possible, so that approval can be authorized by the Superintendent.

Article 10 – Hours and Overtime

- A. Eligible employees shall be compensated at the rate of time and one-half their regular rate of pay in the form of pay or compensatory time off at the discretion of the District for work under the following conditions, but in no event shall such compensation be received twice for the same hours.
 - 1. All assigned work in excess of 8 hours on any scheduled workday, except as provided in a 4/10-work schedule.
 - 2. All assigned work in excess of 40 hours in any work week.

- B. Overtime shall be computed to the nearest ¼ hour. Overtime pay shall be based on the actual number of hours on duty per day except that 1 hour of overtime will be guaranteed in instances where an employee is called back to unscheduled work. For the purpose of computing overtime, all hours an employee actually worked shall be credited as time worked in computing total work period hours. If an employee is regularly assigned to more than one duty with different rates of pay, the overtime rate shall be an average of the rates of pay at time and one-half.

- C. Should the District allow the accumulation of compensatory time for overtime worked, the maximum hours that may be accrued are 40 hours. The District will pay at the rate of one and one-half times the employee's regular rate of pay for any overtime worked not to exceed 60 hours. No compensatory time will be accrued without supervisor approval

- D. The employee has until the end of the school year to use all accrued compensatory time or be paid out before the end of the fiscal year.

- E. In the event that a sufficient number of available acceptable personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional personnel as are deemed necessary by the District shall be required to work overtime.

- F. To the extent determined feasible by the District's supervisors, employees will be provided advance notice of overtime assignments.

- G. The normal full-time workweek shall consist of five consecutive days. Notwithstanding, during the time the District has instituted the four-day week, the normal workweek shall be reduced to four consecutive days. The workweek will commence at 12:01 a.m. on Sunday and it will end at 12:00, midnight, on Saturday.

- H. Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work.

- I. When asked by their immediate supervisor to substitute more than two hours in a given time in a position outside of their regularly assigned group/classification, the employee will be paid at step one of that position or at their regular rate if their regular rate is more. Standing in for an employee during a break or lunch will not be considered a substitute position.

Article 11 – Vacancies and Transfers

VACANCIES

1. Declared, bargaining unit vacancies will be emailed out and posted in each workplace for at least seven workdays, except in emergencies. The Association president will be provided a copy of each posting. Additionally, the Association president will be given copies of any other non-bargaining unit job postings.
2. If a bargaining unit member applies for a posted position and that person meets the posted qualifications for the position, the member will be given an interview. The District retains the discretion to make all hiring decisions. However, if a member is not hired for a vacancy, then, upon request, the District agrees to discuss the matter with the member.

TRANSFERS

1. Voluntary Transfer:
An Employee's request for transfer to a different building or position shall be in writing signed by the current administrative supervisor, filed by the person requesting the transfer with the Superintendent. It shall succinctly state the school and the position sought, and the applicant's qualifications. The administration shall act promptly upon the request and shall notify the applicant of the decision. Pertinent factors will be considered, including availability of the position requested.

An employee voluntarily transferred to a lower classification shall be placed on the lower classification's scale and the step corresponding to that which the employee was placed in the higher classification.

2. Involuntary Transfers Other Than For Disciplinary Reasons:
Before ordering an involuntary transfer, the administration shall consider pertinent factors, including an employee's seniority in the District, area of competence, past performance, and recommendations of the supervisor.
 - a. Notice of involuntary transfer, including a statement of reason(s), shall be given to the employee promptly, but not less than five (5) days prior to the effective date of the transfer unless the transfer occurs within the first month of school.
 - b. Promptly after notice of such transfer, but no less than two (2) days before the effective date of the transfer, the employee may give a written indication of this personal wishes and preferences regarding a new assignment. If the employee desires a meeting with the Superintendent, they shall request it within two (2) days before the effective date.

The District will give notice of any changes in assignment to the affected employees as soon as feasible.

Article 12 – Tuition Reimbursement

- A. Employees shall be paid at their regular wage for all time taken in training classes required by the District. The District will pay all fees for the required training classes as well as for those that the District feels are to its benefit as well as to the employees.
- B. The District shall also pay mileage at the rate established by Board policy applicable to all staff for mileage expense incurred when an employee uses their own vehicle to attend District required training.

Article 13 – Employee Dismissal

The following policy will apply in the matter of non-probationary employee retention and dismissal:

- A. All employees will be evaluated at least once during each year of employment. During any meeting established to discuss an evaluation or an observation, employees will be provided with copies of any evaluation form or observation form used by the evaluator.
- B. Any employee who is given less than a satisfactory rating on their evaluation will be given an opportunity to discuss the matter with their supervisor.
- C. The supervisor may then draw up a plan of assistance to help the employee improve their performance, which will be reviewed with the affected employee. A plan of assistance is appropriate for a permanent employee who is having problems completing the work tasks assigned. A plan of assistance is not appropriate for the correction of all inappropriate behavior and may not be used prior to dismissal in all instances. Plans of assistance will not be used prior to termination of probationary employees.
- D. An employee may have a representative present during all meetings held to discuss plans of assistance. The representative must be another employee or a representative of the Association.
- E. The supervisor will work closely with the employee over a period of 15 working days attempting to help the employee improve their performance. At the discretion of the supervisor, the number of days allowed for improvement may be extended but not shortened.
- F. At the end of the plan of assistance, the employee shall again be evaluated. If the supervisor and Superintendent feel the employee has not shown satisfactory improvement, the employee will be notified in writing by the Superintendent that they will be recommended to the Board for dismissal. The written notification to the employee will include a statement outlining the reason or reasons for a recommendation of dismissal.
- G. The employee is entitled to a hearing before the Board about the matter of dismissal. If the affected employee wishes a hearing, they are to notify the Superintendent in writing within 15 working days after the notice of dismissal has been given to the employee.
- H. The Superintendent will arrange a date for such a hearing and notify the employee of date and time for such hearing. No dismissal action will be taken until a hearing has taken place.
- I. The procedure outlined in the first seven sections of this policy will apply to all classified employees except probationary employees.
- J. If the performance or behavior of an employee is of an extreme nature, the employee exhibiting such behavior or performance shall be suspended by the Superintendent. The Superintendent will then make recommendation to the Board for the termination of the suspended employee. The suspended employee will have all rights to notification for reasons of dismissal and a hearing before the Board as outlined in paragraphs F - H above. The suspension, unless otherwise provided by the Board, shall be without pay or benefits.
- K. Disciplinary actions, suspensions and dismissals are not grievable or subject to arbitration and shall be appealed only in accordance with this Article.

Article 14 – Grievance Procedures

A. Definitions and Provisions

Contract Grievance: A complaint by a classified employee or group of employees that there has been a violation of inequitable application of any provision(s) of the contract.

Grievant: The person or persons who has (have) the grievance and is (are) presenting the complaint.

Immediate Supervisor: The person who has direct administrative or supervisory responsibilities over the grievant and the authority to resolve the grievances.

Employee: A classified employee in the bargaining unit.

Representative: A person who may speak for and/or advise the party of interest.

Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the District to submit a reply within the specified time limits shall permit the grievant to proceed to the next level. For purposes of this Article, "working days" shall mean Monday through Friday, normal District business days. An employee may be represented at any level by an Association representative.

B. Levels of Grievance Procedure

Step 1 - Contract Grievance

The grievant employee shall discuss the grievance with his immediate supervisor or building principal within 10 days from the occurrence thereof or of the employee's first knowledge thereof. Such supervisor shall respond to the grievance as quickly as reasonable but no later than 10 working days after the grievance is first discussed.

Step 2 - Contract Grievance

If, after 10 working days from receipt of the immediate supervisor's reply, the grievance remains unresolved, the grievant employee may submit the grievance in writing to the supervisor within 10 working days. Such written grievance shall include (a) a clear statement of the grievance and relevant facts, (b) specific identifications of the specific article or portions thereof allegedly violated and (c) a clear statement of the specific remedy sought. Such supervisor shall respond to the employee in writing within 10 working days from receipt of the grievance.

Step 3 - Contract Grievance

If, after 10 working days from the receipt of the immediate supervisor's reply, the grievance remains unresolved, the grievant shall submit the grievance set forth in Step 2 in writing to the Superintendent within 10 working days. The Superintendent or his designee shall meet with the employee within 10 working days. Pursuant to the hearing and a review of the correspondence and relevant facts, the Superintendent or his designee shall respond to the grievance in writing within 10 working days of the meeting.

Step 4 (A) -- Policy Grievance

If, after 10 working days from the receipt of the Superintendents reply, the Policy Grievance remains unresolved, the grievant shall submit the grievance set forth in Step 2 in writing to the School Board.

With 10 working days of the receipt of the Policy Grievance, the School Board will notify all persons of a hearing to be held at the next regularly scheduled board meeting. The Board shall hear arguments, review correspondence and relevant facts of the Superintendent and the grievant and respond to the grievance in writing within 10 days of the hearing. The decision of the Board on Policy Grievances shall be final and binding.

Step 4 (B) -- Contract Grievance

If, after 10 working days from the receipt of the School Board's reply, the contract remains unresolved, the contract grievance as set forth in writing in Step 2 may be submitted to an arbitrator by the grievant, with written approval of the Association.

- (a) A list of 5 arbitrators who reside in Oregon and who are members of the AAA's labor panel shall be requested from the Employment Relations Board. The parties shall alternately strike one name from the list until only one name remains. The Association shall strike the first name. The one remaining shall be the arbitrator.
- (b) All meetings and hearings under this procedure shall be kept informal and private and shall include only such parties in interest and/or designated representative. (This provision is subject to the Public Meetings Law.) The arbitrator shall render a decision within 30 calendar days from the date of the formal hearing. The power of the arbitrator shall be limited to interpreting this agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this agreement or to substitute his judgment on a matter or condition for that of the District where the District has not negotiated and limited its authority on the matter or condition. The decision of the arbitrator within these stated limits shall be final and binding on both parties.
- (c) No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this agreement and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this agreement. In case of a grievance involving any continuing or other money claim against the District, no award shall be made by the arbitrator which shall allow any alleged accruals for more than 10 days prior to the date when such grievance shall have first been presented.
- (d) Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.
- (e) It is specifically and expressly understood and agreed that litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.
- (f) In the event the arbitrator finds that they have no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- (g) All documents, communications, and records of a grievance will be filed in the District office separately from personnel files.

Article 15 – Strikes / Work Action

- A. The Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause, or participate or join in any strike, work stoppage, slow down, picketing, or any other restrictions of work during the term of this Agreement. The Association recognizes and agrees that disciplinary action, including discharge, may be taken by the District at its discretion against any employee or employees engaged in a violation of the provisions of this Article.
- B. In the event of a strike or other work action in any form, either on the basis of individual choice or collective employee conduct, the Association will make every effort including public appeals to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to such work action or by whether such subject matter is or is not subject to the grievance procedure set forth in this Agreement.
- C. It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.
- D. There shall be no lockout of employees by the District as a consequence of any dispute arising during the life and duration of this Agreement.

Article 16 - Calendar

It is recognized that the Board has the right to set the school calendar. At least two (2) weeks prior to adoption of the calendar, a proposed calendar will be referred to the Association for review and recommendation.

Article 17 – Complaint Procedure

Complaint Procedure

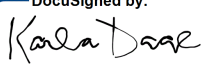
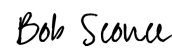
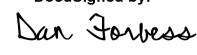

1. If a complaint against a classified employee is made by a parent, or other member of the community (not including student complaints) either to the Board, a Board member or an administrator, the complainant will be asked to present the complaint in writing over his signature. If the complainant is unwilling to do so, after a proper investigation, the administrator receiving the complaint may record it over his own signature. The Board will give the complaint information to administration. Prior to recording the complaint, a meeting will be held at discretion of principal with the employee to discuss the nature of the complaint. If, after this meeting, the administrator deems it necessary to record the complaint, they may do so.
2. If a complaint is not signed by a complainant or recorded by an administrator it shall be dropped, without prejudice.
3. The signed complaint will be filed with the Superintendent or his designee and within ten (10) days thereafter, the Superintendent or the principal will discuss the complaint with the employee in an effort to reach a mutual agreement as to the validity of the complaint and any corrective action that should be taken. The resolution of the complaint or corrective action to be taken shall be put in writing.
4. The complaint, and the written resolution and corrective action, if any, shall be filed in the employee's personnel file.
5. Neither the resolution of the complaint nor the corrective action shall be processed beyond level IV of the grievance procedure.

Article 18 – Duration

- A. This agreement shall be effective as of the date of execution and shall remain in full force and effect until June 30, 2024 when it shall terminate. Either party wishing to negotiate a successor agreement shall give written notice to the other party before the March 15 preceding the termination date of this Agreement.

- B. Only exception to the above shall be in the case of tax limitation legislation/measure that substantially alters the available tax revenues to the District. In such instance, this contract’s provisions may be reopened pursuant to written notice to the Association by the Board.

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

DocuSigned by:  8E3206E7E9F0418... Association President	7/1/2021 Date
DocuSigned by:  5GDFF0098EG34ED... Oregon Education Association	6/30/2021 Date
DocuSigned by:  94404105C1E14DE... Board Chair	7/6/2021 Date
DocuSigned by:  AA40AF970A084BC... Superintendent	7/1/2021 Date

APPENDIX A

Oakland School District #1

2021-2022 Classified

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
COOK AIDE	12.40	12.84	13.27	13.73	14.12	14.55	15.00	15.30	15.60
DUTY AIDE	12.32	12.66	12.97	13.29	13.63	13.99	14.33	14.61	14.91
INST AIDE	13.63	14.04	14.46	14.94	15.35	15.83	16.20	16.53	16.86
COOK	13.00	13.46	13.87	14.34	14.76	15.16	15.61	15.93	16.25
CLERICAL AIDE	13.99	14.41	14.87	15.30	15.71	16.14	16.57	16.90	17.24
UTILITY AIDE	15.10	15.47	15.85	16.26	16.69	17.12	17.54	17.89	18.25
LIBRARYAIDE									
COUNSELING AIDE									
YTP SPECIALIST	15.14	15.52	15.89	16.30	16.73	17.17	17.60	17.95	18.31
CUSTODIAN / SECRETARY	16.66	17.06	17.50	17.93	18.41	18.85	19.33	19.72	20.11
MAINTENANCE	17.82	18.26	18.74	19.21	19.70	20.20	20.72	21.14	21.56
DRIVER	16.40	16.94	17.49	18.04	18.86	19.67	20.50	20.91	21.33

Oakland School District #1**2022-2023 Classified**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
COOK AIDE	12.65	13.10	13.54	14.00	14.40	14.84	15.30	15.61	15.91
DUTY AIDE	12.57	12.91	13.23	13.56	13.90	14.27	14.62	14.90	15.21
INST AIDE	13.90	14.32	14.75	15.24	15.66	16.15	16.52	16.86	17.20
COOK	13.26	13.73	14.15	14.63	15.06	15.46	15.92	16.25	16.58
CLERICAL AIDE	14.27	14.70	15.17	15.61	16.02	16.46	16.90	17.24	17.58
UTILITY AIDE	15.40	15.78	16.17	16.59	17.02	17.46	17.89	18.25	18.62
LIBRARYAIDE									
COUNSELING AIDE									
YTP SPECIALIST	15.44	15.83	16.21	16.63	17.06	17.51	17.95	18.31	18.68
CUSTODIAN / SECRETARY	16.99	17.40	17.85	18.29	18.78	19.23	19.72	20.11	20.51
MAINTENANCE	18.18	18.63	19.11	19.59	20.09	20.60	21.13	21.56	21.99
DRIVER	16.73	17.28	17.84	18.40	19.24	20.06	20.91	21.33	21.76

Oakland School District #1**2023-2024 Classified**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
COOK AIDE	12.90	13.36	13.81	14.28	14.69	15.14	15.61	15.92	16.23
DUTY AIDE	12.82	13.17	13.49	13.83	14.18	14.56	14.91	15.20	15.51
INST AIDE	14.18	14.61	15.05	15.54	15.97	16.47	16.85	17.20	17.54
COOK	13.53	14.00	14.43	14.92	15.36	15.77	16.24	16.58	16.91
CLERICAL AIDE	14.56	14.99	15.47	15.92	16.34	16.79	17.24	17.58	17.93
UTILITY AIDE	15.71	16.10	16.49	16.92	17.36	17.81	18.25	18.62	18.99
LIBRARYAIDE									
COUNSELING AIDE									
YTP SPECIALIST	15.75	16.15	16.53	16.96	17.40	17.86	18.31	18.68	19.05
CUSTODIAN / SECRETARY	17.33	17.75	18.21	18.66	19.16	19.61	20.11	20.51	20.92
MAINTENANCE	18.54	19.00	19.49	19.98	20.49	21.01	21.55	21.99	22.43
DRIVER	17.06	17.63	18.20	18.77	19.62	20.46	21.33	21.76	22.20

APPENDIX B

Oakland School District #1

2021-2022 Athletic Extra Duty

	Amount
Volleyball JV Lines	12.00
Volleyball Varsity Lines	15.00
Volleyball JV & V Clock/Book/Gate	25.00
Football Clock/Announcer/Gate	25.00
Lincoln Volleyball Referee - Game	25.00
Lincoln Volleyball Referee - Jamboree	50.00
Lincoln Volleyball Book/Clock	15.00
Football Chain Gang	20.00
Athletic Event Supervision	20.00
Lincoln Basketball Clock/Book	15.00
Lincoln Football Chains	12.00
Lincoln Football Clock	15.00
Basketball Clock (4 games)	60.00
Basketball Supervision	25.00
Basketball Gate	30.00
Basketball V Book	25.00
Basketball JV Book	15.00
Wrestling Clock	15.00
Wrestling Announcer	25.00
Wrestling Gate	25.00
Softball/Baseball Clock & Book	15.00

Oakland School District #1
2022-2023 Athletic Extra Duty

	Amount
Volleyball JV Lines	12.50
Volleyball Varsity Lines	15.00
Volleyball JV & V Clock/Book/Gate	25.00
Football Clock/Announcer/Gate	25.00
Lincoln Volleyball Referee - Game	25.00
Lincoln Volleyball Referee - Jamboree	50.00
Lincoln Volleyball Book/Clock	15.00
Football Chain Gang	20.00
Athletic Event Supervision	20.00
Lincoln Basketball Clock/Book	15.00
Lincoln Football Chains	12.50
Lincoln Football Clock	15.00
Basketball Clock (4 games)	60.00
Basketball Supervision	25.00
Basketball Gate	30.00
Basketball V Book	25.00
Basketball JV Book	15.00
Wrestling Clock	15.00
Wrestling Announcer	25.00
Wrestling Gate	25.00
Softball/Baseball Clock & Book	15.00

Oakland School District #1
2023-2024 Athletic Extra Duty

	Amount
Volleyball JV Lines	13.00
Volleyball Varsity Lines	15.00
Volleyball JV & V Clock/Book/Gate	25.00
Football Clock/Announcer/Gate	25.00
Lincoln Volleyball Referee - Game	25.00
Lincoln Volleyball Referee - Jamboree	50.00
Lincoln Volleyball Book/Clock	15.00
Football Chain Gang	20.00
Athletic Event Supervision	20.00
Lincoln Basketball Clock/Book	15.00
Lincoln Football Chains	13.00
Lincoln Football Clock	15.00
Basketball Clock (4 games)	60.00
Basketball Supervision	25.00
Basketball Gate	30.00
Basketball V Book	25.00
Basketball JV Book	15.00
Wrestling Clock	15.00
Wrestling Announcer	25.00
Wrestling Gate	25.00
Softball/Baseball Clock & Book	15.00

APPENDIX C

Oakland School District #1

2021-2022 Extra Duty

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Cross Country	3,256	3,358	3,461	3,562	3,664
Volleyball	4,278	4,389	4,500	4,611	4,725
Football	4,278	4,389	4,500	4,611	4,725
Basketball	4,651	4,785	4,920	5,053	5,189
Wrestling	4,278	4,389	4,500	4,611	4,725
Track	3,964	4,148	4,334	4,520	4,703
Baseball	3,964	4,148	4,334	4,520	4,703
Softball	3,964	4,148	4,334	4,520	4,703
JV All Sports - OHS	2,772	2,867	2,962	3,058	3,153
Asst All Sports - OHS	1,664	1,852	2,054	2,248	2,445
Head Coach - LMS	2,115	2,297	2,494	2,682	2,873
Asst Coach - LMS	883	964	1,047	1,126	1,206
Band	4,373				
Choir Drama	2,985				
Yearbook - OHS	833				
Yearbook- LMS	833				
FBLA/Skills USA	2,500				
FFA	4,684				
Credit Retrieval Coordinator	2,012				
National Honor Society Adv	536				
Student Council Adv - OHS	1,351				
Student Council Adv - LMS	1,351				
TAG - OES	413				
TAG - LMS 5/6	413				
TAG - OMS 7/8	413				
TAG - OHS	824				
Knowledge Bowl	800				
Curriculum/PD Hourly Rate	24				
License Teaching Hourly Rate	30				
Mentor Teachers	1,000				
OSAA Post Season Tourney Play	150				
Band/Choir State Participation	150				
FFA State Convention	200				
FFA National Convention	300				

Oakland School District #1

2022-2023 Extra Duty

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Cross Country	3,321	3,425	3,530	3,633	3,737
Volleyball	4,363	4,477	4,590	4,704	4,819
Football	4,363	4,477	4,590	4,704	4,819
Basketball	4,745	4,881	5,019	5,154	5,293
Wrestling	4,363	4,477	4,590	4,704	4,819
Track	4,044	4,231	4,421	4,610	4,797
Baseball	4,044	4,231	4,421	4,610	4,797
Softball	4,044	4,231	4,421	4,610	4,797
JV All Sports - OHS	2,827	2,924	3,021	3,119	3,216
Asst All Sports - OHS	1,698	1,889	2,095	2,293	2,494
Head Coach - LMS	2,157	2,343	2,544	2,736	2,930
Asst Coach - LMS	901	983	1,068	1,149	1,230
Band	4,461				
Choir Drama	3,045				
Yearbook - OHS	850				
Yearbook- LMS	850				
FBLA/Skills USA	2,550				
FFA	4,778				
Credit Retrieval Coordinator	2,052				
National Honor Society Adv	546				
Student Council Adv - OHS	1,378				
Student Council Adv - LMS	1,378				
TAG - OES	421				
TAG - LMS 5/6	421				
TAG - OMS 7/8	421				
TAG - OHS	840				
Knowledge Bowl	816				
Curriculum/PD Hourly Rate	24				
License Teaching Hourly Rate	30				
Mentor Teachers	1,000				
OSAA Post Season Tourney Play	150				
Band/Choir State Participation	150				
FFA State Convention	200				
FFA National Convention	300				

Oakland School District #1

2023-2024 Extra Duty

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Cross Country	3,387	3,494	3,601	3,706	3,812
Volleyball	4,450	4,567	4,682	4,797	4,915
Football	4,450	4,567	4,682	4,797	4,915
Basketball	4,840	4,979	5,118	5,257	5,399
Wrestling	4,450	4,567	4,682	4,797	4,915
Track	4,125	4,316	4,509	4,702	4,893
Baseball	4,125	4,316	4,509	4,702	4,893
Softball	4,125	4,316	4,509	4,702	4,893
JV All Sports - OHS	2,884	2,982	3,081	3,181	3,280
Asst All Sports - OHS	1,732	1,927	2,137	2,339	2,544
Head Coach - LMS	2,200	2,390	2,595	2,791	2,989
Asst Coach - LMS	919	1,003	1,089	1,172	1,255
Band	4,550				
Choir Drama	3,106				
Yearbook - OHS	867				
Yearbook- LMS	867				
FBLA/Skills USA	2,601				
FFA	4,874				
Credit Retrieval Coordinator	2,093				
National Honor Society Adv	557				
Student Council Adv - OHS	1,406				
Student Council Adv - LMS	1,406				
TAG - OES	429				
TAG - LMS 5/6	429				
TAG - OMS 7/8	429				
TAG - OHS	857				
Knowledge Bowl	832				
Curriculum/PD Hourly Rate	24				
License Teaching Hourly Rate	30				
Mentor Teachers	1,000				
OSAA Post Season Tourney Play	150				
Band/Choir State Participation	150				
FFA State Convention	200				
FFA National Convention	300				