

# Work Agreement

## Oregon School Employees Association Chapter 81 And Stanfield School District 61R

2022-2024

**WORK AGREEMENT BETWEEN**  
**Stanfield School District 61R and Oregon School**  
**Employees Association Chapter 81**

School Years 2022-2023 and 2023-2024

This agreement is entered into between the Board of Education on behalf of the Stanfield School District No. 61R, Umatilla County, Stanfield, Oregon and the Oregon School Employees Association Chapter 81 on behalf of the Classified Employees of the Stanfield School District.

The intent of this agreement is to set forth and record herein the basic and full agreement between the parties on those matters delineated as follows for Classified personnel included in the bargaining unit.

The District recognizes the Oregon School Employees Association Chapter 81 as the sole and exclusive representative of all regular Classified Employees, except as provided herein. Employees not subject to the terms and conditions of this agreement include substitute employees, all supervisors and confidential employees as assigned by the District.

This work agreement is to be in effect from July 1, 2022 to June 30, 2024.

**1 . CONTRACT DISTRIBUTION:** There will be two (2) hard copies of the Work Agreement, one ( 1 ) for the District and one ( 1 ) for the Association . The Work Agreement will be uploaded to the District website by July 1, 2022.

**2. PERSONNEL RECORDS:** The personnel file of any employee shall be open for inspection by the employee but shall be open only to such other personnel as are designated by the Board or by the employee. Any evaluation or information of a critical nature shall be signed by the school official who supervised the employee and by the employee. An employee may make a written statement relating to any evaluation, charge, reprimand, action or any other matter placed in the personnel file.

3. **VACANCIES:** A Classified vacancy notice shall be posted on the district website, Facebook page and distributed to all district employees via the “all staff” district email list for a minimum of five (5) days prior to the closing of applications. Any current District employee who applies for a vacant position will be granted an interview prior to filling the vacant position. The Superintendent shall make the final selection of the person to fill the vacancy using the following criteria:

- A. Individual qualifications
- B. Availability and experience

4. **MANAGEMENT RIGHTS CLAUSE:** The Association recognizes that the District has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school District to the full extent authorized by law. All rights of management in policy making, establishment of rules and regulations and direction of the school District not specified by this agreement are retained by the District. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this agreement and then only to the extent that such specific terms are in conformance with the constitution and laws of the State of Oregon. The District reserves all rights except those limited in this contract.

5. **PAYROLL DEDUCTIONS THAT MAY BE REQUESTED:**

- A. Oregon School Employees Association Dues for members.
- B. Tax sheltered annuities. To add new annuity companies through payroll, at least five (5) employees must sign up for the program with the new company.

6. **PHYSICALS:** If the District requires a physical examination of any Classified Employee as a condition of employment, the District will pay the cost of the examination.

7. **ATHLETIC PASSES:** The District Superintendent will write a letter prior to the start of the school granting admission to events in the school District with the stipulation that if asked the employee will help at the event.

8. **COVERALLS:** The District will supply as needed up to one (1) pair of regular coveralls, one (1) pair of insulated coveralls and (1) pair of work boots for use by maintenance and grounds personnel. Coveralls will be supplied for custodial personnel upon request.

9. **WORKING HOURS/DAYS:** The employee supervisor is to determine the working hours, working days and job assignments for all employees. These days are subject to approval by the District Office.

10. **INCLEMENT WEATHER**: Classified employees shall not be required, nor pay reduced, when student attendance is not required due to inclement weather. The District shall have the option of extending the school year to make up the time. An exception to this may be extended to maintenance and custodial employees with time off traded at another time during the year.

11. **PAY FOR HOLIDAY /VACATION**: The daily rate for holiday pay, vacation pay, sick leave, bereavement leave, and personal leave shall be based on the number of hours worked per day when the employee is working their regular work day.

12. **SICK LEAVE**: Leave benefits, with full pay, will be granted for absence due to illness or injury to the employee or family. To be granted sick leave in excess of five (5) days for a single illness or injury, a physician's certification that the absence was necessary may be required. A substitute will be provided when deemed necessary by the administration. In accordance with ORS 332.507, each employee will be granted one day of sick leave per month employed with full pay. Employees shall be granted one half ( $\frac{1}{2}$ ) of their yearly sick leave allotment on their first contract day, and shall receive the second half ( $\frac{1}{2}$ ) allotment on January 1. "Family" shall include those individuals defined in the Family and Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). However, should the employee leave the employment of the district prior to the completion of the work year, the employee shall only be entitled to a prorated share of the full year sick leave days and any excess already granted shall be subtracted from the employee's accumulation, or, if already spent, reimbursed to the District. Sick leave may be used for parties other than the employee as specified in Board Policy GCBDA/GDBDA.

13. **PERSONAL LEAVE**: Each employee shall be entitled each year during their regular employment period to be absent without loss of pay or other benefits from scheduled work for two (2) days. When the employee plans to use a personal leave day, they shall notify the building administrator or immediate supervisor two (2) full working days prior to the requested absence except in case of an emergency. Employees shall not be granted personal leave on a day immediately before or after a holiday, vacation period or during the first or last week of the school year including in-service days unless permission is granted by the administration. Personal leave does not accumulate. Personal leave benefits will be granted to new employees after completion of three (3) months employment. Unused personal leave will be paid on the final check of the fiscal year at the regular contract rate for the employee.

14. **BEREAVEMENT LEAVE**: Each employee shall have available for their use when necessary, four (4) full days of bereavement leave. The bereavement leave days shall be consistent and equal to one work week. The leave shall be used only in the event of a death in



the immediate family of the employee or the employee's spouse. The immediate family shall include spouse, child, parent, mother or father-in-law, brother or sister, or grandchild. Bereavement leave does not accumulate. Bereavement leave benefits will be granted to new employees after the completion of three (3) months of employment. In the event of a death of a parent, child, or spouse, the employee may use up to two (2) days of either sick leave in addition to the bereavement leave, at the employee's option.

15. **INSURANCE:** Insurance stipend rates will be based on the following:

Hours Worked/Year	Percentage of stipend	2022/23	2023/24
1450 & Above	100%	\$1550	\$1550
1449-1000	90%	\$1395	\$1395
999-771	80%	\$1240	\$1240
770-0	0%	\$0	\$0

Employees eligible to opt out of insurance have up to \$400 per month allocated to a District Sponsored HSA, Health Reimbursement Account, Health Retirement Account or another Section 125 Plan of the employee's choosing. The same percentages shall be applied to that of medical insurance. The district shall determine which OEGB health insurance plans are offered to employees. Newly hired employees shall be eligible for District-paid insurance upon acceptance of application by the insurance carrier(s) on the 1st of the month following the employee's hire. Any remaining benefit stipend, balance after health insurance premiums are paid, may be contributed to an HSA account in the employee's name if medical plan is considered a High Deductible-Low Premium plan as defined by the IRS, or contributions may be made to an HRA plan in the employee's name if the employee chooses. Employees not wishing to have remaining funds contributed to an HSA or HRA must sign a waiver acknowledging forfeiture of these funds.

16. **HOLIDAY PAY:** Holidays listed below will be paid to Classified Employees.

**Holidays:** Juneteenth & Independence Day (12 Month employees only); Labor Day; Veterans Day; Thanksgiving Day; Christmas Day; New Year's Day; Memorial Day

17. **PAID TIME OFF and Years:** Paid Time Off for twelve (12) month employees may not accumulate in excess of four (4) weeks. Arrangements for using Paid Time Off must be made with the school administration at least one week in advance. Years of Service Bonus Pay for employees who work less than twelve (12) months per year paid by the third (3rd) Friday of June. Vacation time for employees who terminate during the year will be prorated on a basis of the percentage of the total year worked. Paid Time Off and Years of Service Bonus Pay for Classified Employees will be granted according to the following schedule based on the number of continuous years of service and months worked during the year:

	0-5 Years of Service	6 Years of Service	7 Years of Service	8 Years of Service	9 Years of Service	10 or more Years of Service
12 months worked	10	11	12	13	14	15
11 months worked	9	10	11	12	13	14
10 months worked	8	9	10	11	12	13
9 months worked	7	8	9	10	11	12

**18. Longevity Pay:** Employees will receive longevity pay in the form of an extra \$.25 on their hourly wage for years of service in the district at 5 year increments (5, 10, 15 & 20). Service must be continuous years of service. Employees called back after a reduction in force will retain their prior years of service.

**19. SALARY:**

**A. Salary Schedule:**

Position	Step	2022/2023	2023/2024 (2% inc)
Building Services II	A	\$20.85	\$21.27
Building Services I	B	\$17.74	\$18.09
Food Services Manager	C	\$18.05	\$18.41
Food Services II	D	\$15.34	\$15.64
Educational Assistant	E	\$16.04	\$16.36
Office Services II	F	\$18.23	\$18.59
Media Services Manager	H	\$17.96	\$18.24
Bus Drivers	I	\$17.73	\$18.08
Pre-K teacher	J	\$18.05	\$18.41

- B. Work in excess of forty (40) hours per week shall be compensated at the rate of one and one half (1.5) times the regular rate of pay.
- C. Employees will be paid at the rate of the job classification for work actually performed.
- D. Educational Assistants working one-on-one with a student, and assigned only to that student, will be released from work, without pay, if the student is absent. In the case where notice is not given, the assistant will be paid a minimum of 2-hours time. The employee must work during those 2-hours.
- E. Wages for 2023-24 will increase by 2%.
- F. Bus Drivers—
  - 1. Route pay will apply to all home-to-school routes Monday-Thursday.
  - 2. Route pay shall be the bargained hourly wage for a minimum of 4 hours per day.
  - 3. The route pay includes necessary pre-trip and post-trip requirements per route.
  - 4. Field trips, athletic events and other non-daily scheduled home-to-school bus runs will be paid at the trip rate. Trip rate is \$.50/mile. Stand-by (waiting time) will be minimum wage or paid at \$40 for the entire trip, whichever is greater.
  - 5. The driver will receive compensation for his/her meal reimbursed for the following: Breakfast--\$10, Lunch--\$10, Dinner--\$15.
  - 6. If routes are increased because of increased students or number of stops, the transportation supervisor will determine equity based on current route pay using 1 ½ hours' time.
  - 7. Assignment of all driving will be a management decision. Attempts to rotate the assignments among the drivers will be a priority when possible.
  - 8. The district will reimburse drivers up to \$100 for required physicals.

**20. PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS):**

For the 2022-23 & 2023-24 school years, the district will contribute 6.0% of the Public Employees Retirement System (PERS Employee contribution) of 6.0%.

**21. FINGERPRINTING:** All employees are required by the State of Oregon to undergo fingerprinting at their own expense.

**22. CONTRACTING OF SERVICES:** The District will not contract out any services currently provided by Classified Employees if it is determined to cause significant impact on any employees salary or benefits for the duration of this agreement. The Association recognizes that the District has the management right, during the term of this agreement, to decide to contract out work performed by bargaining unit employees. The district agrees that it will not contract out work currently being done by employees in the bargaining unit for the duration of this agreement without first notifying the Association of the RFP process. The District further agrees to provide the Association with the total cost savings it requires in order to meet the needs of the District and allow the Association to offer alternatives to contracting out if the Association can meet the savings the district requires.

**23. REDUCTION IN FORCE:** A "Reduction in Force" shall be defined as a reduction in the number of district-wide budgeted positions or the elimination of a district position which would result in one or more employees being laid off. In the event that the superintendent determines that a reduction in force (RIF) is necessary, written notice shall be given to the association listing the positions by area and names and school assignments of those individuals to be laid off. Unless emergency conditions exist, such notice shall be provided not less than five (5) days prior to the board taking action on the recommendation of the superintendent. If a reduction in force is needed, the superintendent will retain

employees at a school or in the district based upon educational program needs. When recall is possible, the superintendent shall determine the areas in which recall will be made and the number of employees to be recalled. This article does not apply to employees who are being non-renewed or terminated for any reason other than a Reduction in Force.

24. **PROBATIONARY PERIOD:** New employees must successfully complete a probationary period of one (1) year. All classified employees will be formally evaluated by their immediate supervisor at least twice during their first year of employment and at least once each year thereafter per Board Policy GCN/GDN-Evaluation of Staff.

25. **DISCIPLINE:** No employee who has successfully completed the probationary period shall be terminated or disciplined without due process.

26. **GRIEVANCE PROCEDURES:** A grievance, for the purpose of this contract, is defined as a claim by an employee, a group of employees, or the Association of an alleged violation of any provision of this Agreement. All Classified Employees have the right to present a grievance or complaint without reprisal. The purpose of this procedure is to provide an orderly method for resolving grievances as herein defined. A determined effort shall be made by the Board, the Administration, the grievant and the Association to settle grievances at the lowest possible level in this procedure.

**Level 1 ⇒ Informal:** The aggrieved will discuss the grievance with their principal or supervisor. The complaint must be discussed with the immediate supervisor or principal within fifteen ( 15) calendar days of the actual condition which is the basis of their complaint. If the aggrieved is not satisfied with the disposition of the grievance, they may request a formal meeting with their union representative and immediate supervisor or principal (who has administrative authority to act) within ten ( 10) calendar days following the informal, initial discussion with the immediate supervisor or principal.

**Level 2 ⇒ Formal:** Appeals to the superintendent shall be heard by the superintendent within ten (10) calendar days of their receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) calendar days prior thereto to the aggrieved or their representative, or any other personnel officially involved in the grievance. Within five (5) calendar days of hearing the appeal, the superintendent shall communicate to the aggrieved and the bargaining unit's representative their written decision which shall include supporting reasons thereto.

**Level III ⇒ Formal:** If the aggrieved is not satisfied with the decision of the superintendent, the aggrieved may file an appeal within five (5) calendar days to the board. The school District Board of Directors will notify all official parties of a hearing to be held within ten (10) calendar days of the receipt of that appeal. The Board shall hear arguments of the superintendent, aggrieved and/or the bargaining unit's representative. The decision of the Board shall be final.

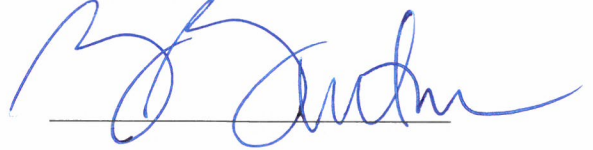
27. **AGREEMENT:** Executed this 28th day of March 2022, the undersigned officers by the authority of and on behalf of the Stanfield School District No. 61R Board of Directors and the Oregon School Employees Association Chapter 81 .



For the O.S.E.A.

A handwritten signature in blue ink, appearing to read "Michael E. P. H. S.", written over a horizontal line.

For the District 61R

A handwritten signature in blue ink, appearing to read "R. J. Anderson", written over a horizontal line.

