

**Glendale School District and
Glendale Chapter 94 of Oregon School
Employees Association**



**2025-2028
Agreement**

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PREAMBLE

This Agreement is made and entered into this 1st day of July, 2025 by the Oregon School Employees Association, Chapter 94, hereinafter referred to as the " Union," and the Board of Education of School District No. 77, hereinafter referred to as the "Board."

DEFINITIONS

Business Day is defined as the days the business office is open, Monday through Friday.

Emergency shall be defined as an unforeseen, unplanned event which would not occur on a regular basis.

Grant Funded Employee is defined as a regular classified employee whose position does not fall within the scope of the classification salary schedule. The wages for these positions shall be determined by the funding levels of the program and approved by the Administration and/or the Board. In no instance will a grant funded employee position be funded by general fund dollars.

Personnel Action Sheet is the form used to describe each classified employees job assignment, hire date, hours assigned and rate of pay for each job classification for which they are employed.

Regular Classified Employee is defined as any employee other than a substitute.

Second Shift Employee is defined as anyone who works four (4) or more hours after 2:00 P.M.

Seniority shall be defined as the total length of uninterrupted service within the District from the date of hire. Seniority within a job classification shall be recognized for the purpose of Reduction in Force.

Substitute Employee is defined as a person that is employed to fill the role of a regular or temporary employee during their absence.

Temporary Classified Employee is defined as a non-regular employee, excluding early retirees, who is employed for:

1. A seasonal position
2. An overload condition

Temporary Position is defined as other than a regular classified union position and is not subject to union dues. A Temporary Position has a defined beginning and ending date and does not exceed ninety (90) days in length. This may be extended by mutual agreement between the Union and the District. Notice will be given to the Union regarding any temporary position opening. Employees interested in the temporary position will give the Administration written notice of their interest. The position shall be filled as stipulated by Article 7.

If a Temporary Position extends beyond the ninety (90) assigned days, as defined in the personnel action sheet, it shall be considered a bargaining unit position and shall be posted according to Article 7.

Should the Temporary employee be hired into the position, seniority shall be awarded retroactive to the original date of hire.

FUNDING

- A. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures.
- B. If the District experiences any unexpected revenue, or revenue shortfall, of \$500,000 or more which would affect the Board's ability to fund, or increase, the economic provisions of this Agreement, the Board may reopen negotiations regarding only the economic provisions of this Agreement. Economic provisions are salary, extra-duty pay and insurance.
- C. If the Board elects to reopen this Agreement, it shall notify the Union in writing and the parties agree bargaining shall commence no later than ten (10) calendar days after notice has been given to the Union.
- D. This Agreement does not guarantee any level of employment.

PAYROLL

- A. **Payday** shall be the tenth (10th) of each month during the contract year.

Pay periods will end on the 25th each month. Paychecks will be issued on the tenth (10th) of the following month.

If the tenth (10th) is not a scheduled school day, paychecks will be issued on the last workday immediately preceding the tenth (10th).

- B. **Emergency** payroll draws shall be allowed during the term of this Agreement subject to the approval of the Superintendent, in accordance with the "Draw Procedure."
- C. **Payroll** Paychecks and paystubs will be mailed to employees two (2) days prior to pay day. Direct Deposit pay stubs will be emailed, or mailed at the employees request , to employees on pay day .

PAYCHECK PRORATION FOR LESS THAN TWELVE (12) MONTH EMPLOYEES

1. Employees who work six (6) hours or more may choose to have their paychecks prorated over a twelve (12) month period.
2. Final payment shall be paid prior to the end of June with three (3) separate checks.

ARTICLE 1 - RECOGNITION

- 1.1 The Board recognizes the Union as the exclusive representative for all the classified employees in the unit except substitutes, confidential, licensed, administrative, supervisory, and temporary employees.
- 1.2 The Union shall represent all classified employees in the School District within the bargaining unit equally and without discrimination as per (ORS 243.650).

ARTICLE 2 - SEPARABILITY OF PROVISIONS

- 2.1 In the event that any provision of this Agreement shall be at any time declared invalid by any court of competent jurisdiction, such decision shall apply only to a specific article, section, or portion thereof directly specified in the decision. Such a decision shall not invalidate an entire contract, it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect. (ORS 243.702)
- 2.2 The parties shall schedule a meeting within ten (10) business days of receipt of a decision invalidating any provision(s) of this Agreement for the purpose of renegotiating the invalidated provision(s).

ARTICLE 3 - UNION DUES

- 3.1 The Board agrees to deduct union dues from the wages of each authorizing union member. Authorization shall be in writing by each member on the form provided by the Union.
- 3.2 The Board further agrees to continue to honor dues deduction authorization executed by the employee in favor of the Union.
- 3.3 The Board agrees to transmit the dues deducted to the State Office of the Oregon School Employees Union.
- 3.4 The Union agrees to hold the District harmless against all claims, orders or judgments brought against it as a result of this Article. If there is a claim made against the District as a result of any of the provisions of this Article, the Union agrees to pay the cost of legal counsel, as long as the Union selects the counsel. If the Board wants to choose its own counsel, then the Board solely will pay the cost of that counsel.
- 3.5 Bargaining Unit Member Notifications
By the tenth (10th) day after a new classified employee begins employment, the District shall provide the OSEA Chapter President, the OSEA Field Representative, and the OSEA Director of Fiscal Operations at classified@osea.org the following information for the new employee: name, date of hire, position title, worksite location, annual salary, number of months worked, number of paychecks per year, work phone number, personal phone number, personal address and personal email. In addition the OSEA Director of Fiscal operations at classified@osea.org shall be provided with the last 4 of the social security number (SSN) and District ID number information. Information shall be provided in an editable digital file format (Excel preferred)

ARTICLE 4 - DISCIPLINE AND DISCHARGE

LEVELS OF DISCIPLINE AND RECORD KEEPING

- 4.1 Discipline Levels – The discipline process consists of six (6) possible levels ranging from verbal notice/counseling to termination. Progressive discipline is not inflexible. A supervisor is not required to begin at level one nor is a supervisor required to utilize all six (6) levels when disciplining an employee over a period of time. Supervisors are required, however, once a level of discipline is utilized, to adhere to the stated steps of that level. Unrelated violations by an employee may be considered as cumulative for purposes of applying discipline when such prior violations have been appropriately documented by the supervisor.

<i>Progressive Discipline Steps for Represented Employees</i>	
Discipline Level	Action
1	Written Notice/Email
2	Letter of Clear Expectation
3	Letter of Reprimand
4	Suspension/Demotion
5	Last Chance Agreement
6	Termination

Written notice via email is intended to inform the employee of concerns, expectations for correcting performance, timelines for improvement and consequences should the expectations not be met.

The District may suspend an employee with pay (also known as Administrative Leave) pending the outcome of an investigation into the employee's alleged misconduct.

- 4.2 Record Keeping - An employee shall have the right of reasonable inspection of their file during business hours. Forms documenting verbal notice/counseling and letters of direction will be placed in the employee's personnel file and the employee may request the items be removed from the working file after one (1) year provided the documented problem has not reoccurred.

1. The employee must be informed the material exists.
2. This must be done in a timely fashion.
3. The employee must be informed of their ability to comment in writing and have the comment included with the original material.

- 4.3 Progressive Discipline Defined - Discipline is designed to put employees on notice that they must correct their behavior or face increasingly severe forms of discipline, and ultimately, dismissal. Progressive discipline means imposing increasingly severe sanctions for repeated infractions. It must be administered with genuine interest in helping the employee correct performance or behavior problems(s). A supervisor, as used throughout this Agreement, is the administrator who is directly responsible for evaluating the employee.

Progressive discipline, simply stated, is:

- The single occurrence of a minor or moderate infraction should receive minor/moderate discipline.
- A repeat (or continuation or cumulative occurrences) of the same or other minor or moderate infractions.

OR

- The single occurrence of a **more serious** infraction should receive **more formal** discipline.

- The single occurrence of a **very serious** infraction.

OR

- The **repeat** of the **same moderately serious** infraction or the accumulation of minor or moderate infractions should **receive the most formal discipline** that is reasonably related to the offense.

Except where dismissal is justified by very serious misconduct (for example: falsification of official documents, theft, physical abuse of students or coworkers, overt harassment or substantial misuse of the employee's official position), progressive discipline should be used. It should be noted here that depending on the seriousness of the infraction, a supervisor may start at any level of the Progressive Discipline process.

If the problem is skill or knowledge-based the employee should be given reasonable opportunity through clearly outlined expectations at each step of the process to correct the deficiency. In the event that training, materials or resources are needed due to a change in job duties or technology, those items will be provided by the District.

If the problem is behavioral there is no need to give the employee time to improve. The supervisor may require the employee to **immediately** cease and desist from engaging in the behavior. If the behavior is repeated, progress to the next level of discipline.

ARTICLE 5 - UNION RIGHTS

Designated Representatives

OSEA Classified chapter "designated representatives" for the purpose of this Article shall include chapter executive board officers and their designated trained classified.

Non-employee OSEA Field Representative shall be permitted access to District facilities for the purpose of engaging in the activities described in this Article.

5.1 Building Use: The Union and their designated representatives shall have the right to use school buildings for meetings provided there is no interference with the regular school program. The Union shall pay for actual costs incidental to the use thereof and for any repairs necessary as a result of such use. Approval by the building principal shall be required. If such approval is denied, reasons will be stated. When district buildings are used for union business or meetings, the Union and/or its representative(s) agree to conduct themselves in a responsible non-disruptive manner.

A. OSEA classified representatives and OSEA representatives shall be allowed access to employees within the bargaining unit during work hours using employer facilities and equipment as described above and without the loss of compensation or benefits for any employee.

5.2 The Union shall be allowed use of such office equipment as needed to provide duplicating and information to the employees. Inter-school mail/e-mail may be used for distributing information to employees in the bargaining unit. The District shall have the right to restrict union use of the inter- school mail/e-mail service if the effect of such use is defaming to any individual or is in violation of State or Federal laws.

5.3 The District shall post this Agreement on the District website.

5.4 A representative of the Union will be allowed to visit the work area of the employees in the bargaining

unit so long as such visits do not interfere with normal work activities.

- 5.5 The Board shall provide the Union with reasonable bulletin board space for the use of the Union in communicating with employees. Such bulletin boards shall be available in any building where employees are working.
- 5.6 OSEA Representation time: Designated classified representatives and the OSEA Field Representative, shall be allowed reasonable time to engage in activities during work hours and at the District's facilities. Classified representatives shall suffer no loss of compensation or benefits to perform representation activities:
- (a) Investigate and process grievances and other workplace-related complaints;
 - (b) Attend investigatory meetings, hearings, and other due process proceedings;
 - (c) Participate in, or prepare for proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board;
 - (d) Engage in collective bargaining;

Release Time for Designated Representatives

Designated Representative shall be allowed release time to attend outside trainings, activities, or to serve as a fulltime representative of OSEA without the loss of District compensation and benefits (insurance and retirement). The Designated Representative shall use accrued leave time for short-term attendance at such events or OSEA shall reimburse the District for any compensation and benefits (insurance/retirement).

When a Designated Representative on release time discontinues or ends the release time for any reason, the employee shall be returned to their prior position or, if not feasible, to a substantially similar position without the loss of seniority, rank, classification or retirement credit.

The Designated Representative shall request release time through the established District leave process.

- 5.7 Any question or criticism by a supervisor, administrator or school board member of any employee concerning work related matters shall be made within thirty (30) business days of the first knowledge of the supervisor, administrator or board member regarding the question or criticism and shall be made in confidence and not in the presence of students, other employees, parents or public gatherings.

Any questions or criticism by an employee of a supervisor, administrator or school board member on administration related matters shall be made within thirty (30) business days of the question or criticism and shall be made in confidence to the above-named personnel or through the proper channels to the administration or the Board, and not in the presence of students, other employees, parents or public gatherings.

- 5.8 Where the employee's supervisor or other administrative person request the employee sign material of a critical nature to the employee, both parties shall have the right to request witnesses before the materials are either signed or refused.
- 5.9 Legal Service Should any employee be sued as a result of performance of duties called for by the school or district policy, and in line with the policy, they will be defended by the legal consultant of Glendale School District No. 77.
- 5.10 A calendar for the school year shall be provided to employees at least two (2) weeks prior to the start date. The calendar shall include hours of work, school holidays, in-service days and first/last hours of work scheduled for the year. The calendar will not be a guarantee of any hours and/or level of employment.

- 5.11 The Board agrees to include the Union's local Chapter Executive Board among those who regularly receive electronic copies via email of the official minutes of all board meetings, agendas and available handouts of the upcoming board meetings.
- 5.12 Telephone messages and/or email communications between union and district administration shall have a response within four (4) business days.
- 5.13 Employee Orientation

Chapter President or designees shall receive notice of all newly hired employees. OSEA shall be allowed to meet with all classified bargaining unit members for a period of thirty (30) minutes and up to one hundred twenty (120) minutes for the purpose of employee orientation without undue interference as per state statute.

ARTICLE 6 – WORKWEEK, OVERTIME

- 6.1 Work Week: The normal work week will be five (5) days from Monday through Friday. The parties recognize that for the purposes of establishing the workweek for overtime purposes the workweek is midnight Sunday through 11:59 am Saturday. Nothing contained herein, however, prohibits the rights and responsibilities of the Administration to assign other days of the week in a different order as the specific workweek or hours of the individual employee up to a maximum of forty (40) hours.

Another form of workweek, should the District determine, would be a ten (10) hour day, four (4)-day week for any employee(s) in the bargaining unit.

- 6.2 Overtime: Any work beyond forty (40) actual work hours per week, as described in the employees Personal Action Sheet, shall be compensated at time and one-half (1 ½) the regular rate of pay. If overtime funds are not budgeted, an employee may be given compensatory time off in lieu of overtime pay. Any form of overtime must be prearranged with the employee's supervisor.

ARTICLE 7 - JOB OPENINGS, PROBATIONARY PERIOD, TRANSFERS, EVALUATIONS

7.1 JOB OPENINGS POSTED IN-DISTRICT:

7.1 a Notice of Vacancies

- A. Bargaining unit vacancies shall be posted for five (5) working days.
- B. Job vacancy postings will be emailed to all personnel.
- C. Job opening notices shall state job title, wage, and location for each available position and minimum position requirements.
- D. When a vacancy within the bargaining unit occurs, all qualified applicants as determined by the District will be considered.
- E. Positions will be filled by the applicant who is judged to be the best qualified by the District.
- F. If a current bargaining unit member and non-bargaining unit member both apply for a vacancy and the District determines each to be equally qualified, the current bargaining unit member will be given preference for the position.
- G. At the conclusion of the process, all applicants will be notified that the position has been filled. In the event that a current District employee is not selected to fill a vacancy and wishes to know the reasons, the employee may request a meeting with the designated hiring Supervisor to discuss the reasons for not being selected or upon written request, a written statement of reasons will be provided to the employee. The hiring Supervisor shall be identified on the job posting.

7.2 PROBATIONARY PERIOD New Hires:

The first six (6) months service of a newly hired employee shall be considered probationary. At or prior to the completion of the probationary period a probationary employee may be disciplined or discharged in accordance with state statute.

When a classified employee is hired or promoted into a higher classification but does not meet the experience requirements for full placement, the employee shall be placed on a step within the higher classification's salary schedule that provides no less than a one-step increase above their current rate of pay. The step placement shall recognize the employee's current experience while acknowledging the increased responsibilities of the higher classification. In no case shall the employee receive less than one full step above their current salary.

Position Change: Employees transferred and/or hired to a position other than the one they currently hold shall serve a sixty (60) working day probationary period. When the employee changes job classification, they will be placed on the salary scale in accordance to their District seniority. If the employee does not perform satisfactorily during the probationary period, they will be reinstated to their former position at their prior rate of pay, if an opening exists. During the probationary period the employee may request to return to their formerly-held position at their prior rate of pay, if an opening exists.

7.3 Evaluation:

Evaluations shall be based upon job related performance and will identify areas of significant individual staff accomplishment, recognize outstanding performance, and identify areas of needed improvement.

Probationary classified employees will be evaluated at least once during the six (6) month probationary period. Regular classified employees will be evaluated by June 1 of each year.

Supervisors will meet with the classified employee, probationary or regular, to review the evaluation. Reasonable goals and objectives will be established at the beginning of the year. If the Administration/Supervisor fails to evaluate a classified employee, the employee will automatically receive a satisfactory evaluation for that contract year.

7.4 Student Support Time

The District may add up to thirty (30) minutes per day of student support time as needed without posting as long as it is assigned by seniority. Added time in excess of 90 days will trigger a change in benefits, if applicable that will remain in effect until the end of the assignment or the end of the school year.

ARTICLE 8 - SENIORITY, REDUCTION IN FORCE

- 8.1 a. Seniority shall be defined as the total length of uninterrupted service as a classified employee within the District from the date of hire. If an employee resigns and later returns to the District, their seniority will begin at date of rehire. Seniority within job classifications shall be recognized for the purpose of reduction in force. For accounting purposes, all authorized paid leaves will be counted towards seniority; authorized, unpaid leaves of absence will not count towards seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.
- 8.1 b. A layoff shall be defined as a temporary or indefinite separation from a classified position that has been eliminated or hours reduced. Efforts will be made to recall that staff member into a position of equal hours. When a layoff occurs within the bargaining unit, the Union, and those employees affected will be notified in writing.
- 8.1 c. Layoff of bargaining unit employees will be based on classification, seniority, hire date and time. Laid-off employees will not be paid any salary or benefits during the period of layoff.
- 8.1 d. A laid-off employee who previously worked in a different classification for the District (within the definition of seniority in paragraph A), may bump an employee in another classification as long as two (2) conditions are met:
1. The laid-off employee had greater classification seniority than the person to be "bumped," and;
 2. The laid-off employee had at least satisfactory evaluations while employed in the previous classification.
 3. The Laid off employee meets the classification / requirements of the returning position
- 8.1 e. Recall: Recall rights shall exist for twelve (12) months from the date of layoff. Any laid-off employee not recalled according to this procedure within the twelve (12) months will be deemed to have resigned in good standing.
- Procedure:
1. Recall shall be in inverse order of layoff.
 2. Employees shall be notified in writing, sent by their choice of email or certified mail, of their recall to work.

3. Should the employee not respond within five (5) days of notice, the employee shall be removed from the recall list and the next most senior employee will be notified of the offer of employment.
- 8.1f. Whenever the District determines that a regular vacancy exists within a classification which has experienced a layoff (within the last twelve (12) months), laid-off employees from that classification will be recalled in 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 five (5) calendar days to respond to the recall notice. Failure to respond within the five (5) calendar days or rejection of any recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed a resignation.
- 8.1g. If no laid-off employee has responded to the recall by classification, or if no further laid-off employees exist from the classification, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employees' rights to recall in their own classification.
- 8.2a. A bargaining unit member who is laid off by the District may advise the District that they're available for substitute work in the classification from which they're laid off. By so advising the District as provided herein, the bargaining unit member certifies that they will be available at all times for possible substitute work.
- 8.2b. Bargaining unit members who have advised the District of their interest in substitute work and contacted by the District on more than three (3) occasions and are either not available when so contacted or refuse the offered substitute work, shall be placed at the bottom of the substitute call-in list.
- 8.3. Should the District determine a need to reduce the work hours of bargaining unit members, the District shall notify the Chapter President and the field representative in writing ten (10) business days prior to implementation.
- 8.4. All other qualifications being equal, reduction in hours will be based solely on classification seniority.

ARTICLE 9 - LUNCH AND REST PERIODS

- 9.1 The District shall comply with state law with regard to break and lunch periods except that employees shall receive a fifteen (15) minute break. When related to bus drivers see Bus Driver Appendix.
- 9.2 Each employee, working more than five (5) consecutive hours per day, shall receive an uninterrupted, unpaid lunch period of at least one-half ($\frac{1}{2}$) hour. Such time shall be as scheduled by the employee's immediate supervisor and shall be scheduled as close as possible to the halfway point of shift.

ARTICLE 10 - PERSONNEL RECORDS

- 10.1 The personnel records of any employee in the bargaining unit shall be maintained in the District's personnel office. A copy of any material related to job performance, evaluations or complaints entered into the employee's personnel file will be given to the employee with the notation that it is being entered into the employee's personnel file. An employee shall have the right to attach a written statement of explanation within thirty (30) business days to any material which the employee believes to be incorrect or derogatory. After three (3) years and if permitted by law, an employee may appeal to the board to have said materials removed.
- 10.2 An employee's personnel records shall be available for inspection upon their request. Material placed in the personnel record of an employee without conformity with the provisions of this Article will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the employee.
- 10.3 The District shall take reasonable measures to insure that personnel records shall remain confidential to the extent allowed by law, except as needed for district use.

ARTICLE 11 - STRIKES AND LOCKOUTS

- 11.1 As herein used, the word "strike" shall mean: a refusal by a member of the bargaining unit in concert with another employee to fail to report for duty or the willful absence in whole or in part from the full, faithful or proper performance of the duties of employment.
- 11.2 During the term of this Agreement, the Union and its members as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work.

Employees in the bargaining unit while acting in the course of their employment shall not honor any picket line established by the Union or any other organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including any action for damages, which may be available to the District.
- 11.3 There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.
- 11.4 Under no circumstances shall any member of the bargaining unit engage in a strike upon any issue or controversy to which the grievance arbitration or complaint procedure herein would apply.
- 11.5 Any strike occurring in violation of this Agreement is a breach of this Agreement. A. In the event that any employees in the bargaining unit breach this Agreement, the District shall serve notice to the Union and the employee or employees of the violation. The Union, upon notification, shall immediately notify any and all such employees individually, to cease and desist from such action, shall order each employee immediately to return to that employee's regular duties, and promptly notify the District that the employees have been so ordered. Employees not returning promptly to work after notice may be discharged or otherwise disciplined.

ARTICLE 12 – SALARY

- 12.1 Salaries for the classified employees in the bargaining unit shall be increased as follows and the same as indicated on the attached salary schedules.

2025-2026 Effective July 1, 2025, the 2025 base wage shall be increased by combining the current and grandfathered pay scales to one for all classified staff, and a three percent (3%) COLA.

2026-2027 Effective July 1, 2026, the 2026 base wage shall be increased by a two percent (2%) COLA.

2027-2028 Effective July 1, 2027, the 2027 base wage shall be increased by a one and one half percent (1.5%) COLA.

Employees shall advance one step July 1 each year.

- 12.2 The District shall cease withholding from employee's monthly wages the contributions required by (ORS 238.005[1]), and shall pick-up, assume and pay the six (6%) percent employee contribution to the Public Employees Retirement System (PERS) for the employee members then participating in the Public Employees Retirement System.

The full amount of required employee contributions picked up or paid by the District on behalf of the employees pursuant to this Agreement shall be considered as salary within the means of (ORS 238.005[11]) for the purpose of computing an employee member's "final average salary" within the meaning of (ORS 238.200). Such pick-up or paid employee contribution shall be credited to employee accounts pursuant to (ORS 238.200) and shall be considered to be employee contributions for the purposes of the PERS Retirement statute.

The parties hereby agree that the District will provide the Individual Employee Contribution to PERS for the duration of this Agreement as long as the District is not specifically prohibited from honoring this Agreement.

- 12.3 Employees assigned by the District to replace an absent employee who is in a higher/different classification shall assume all the duties and responsibilities of the assigned position. When a classified employee is assigned to perform the duties of a higher classification due to the temporary absence of another employee, they shall be compensated according to the salary schedule of the higher classification. The employee shall be placed on the step of the higher classification's salary schedule that provides the next highest rate of pay above their current regular rate of pay. This temporary pay adjustment shall apply only for the duration of the assignment and does not alter the employee's regular classification or step placement.
- 12.4 When a classified employee is hired or promoted into a higher classification but does not meet the experience requirements for full placement, the employee shall be placed on a step within the higher classification's salary schedule that provides no less than a one-step increase above their current rate of pay. The step placement shall recognize the employee's current experience while acknowledging the increased responsibilities of the higher classification. In no case shall the employee receive less than one full step above their current salary.
- 12.5 Call Back Pay. An employee called back to work shall be given sufficient work to earn at least one-half (1/2) of a regular day's work at the usual rate of pay or shall be compensated as if such work has been performed.

- 12.6 Emergency Day Closure. Employees who are not notified that their work site has been closed for the day due to an emergency and who report for work will be compensated with two (2) hour's pay at their regular rate. In addition, classified employees shall be granted two (2) paid days per school year to be used in the event of an emergency closure declared by the District. These days shall not be deducted from the employee's accumulated leave balances. Emergency closure days are intended to cover situations where the District is closed due to inclement weather, natural disasters, or other unforeseen emergencies. Unused emergency closure days shall not carry over to the following year and are not subject to cash-out upon separation from employment.
- 12.7 Mileage. Employees required to drive personal automobiles in their daily work schedule shall receive a car allowance of the IRS rate per mile. This applies for all authorized district business and must have administrative approval. For out of district travel, a district vehicle must be used, if available, prior to using personal vehicles. If an employee chooses to use their personal vehicle for out-of-district travel when the District vehicle is available, they will forfeit any claim for mileage reimbursement.
- 12.8 Classes and Meeting. Compensation for attendance at meetings or classes will be in accordance with IRS and BOLI regulations.
- 12.9 Bargaining unit members shall be reimbursed for actual costs of meals, lodging and required registration fees for required travel as permitted by law. Receipts must be submitted to the District for reimbursement. Reimbursement will be on a monthly basis. Alternatively, the District may provide a per diem, in accordance with applicable state and federal guidelines. Payments shall be processed on a monthly basis.
- 12.10 Second shift employees, excluding bus drivers, will receive twenty-five (.25) cents per hour in addition to their appropriate rate of pay.
- 12.11 Longevity Recognition:

The District acknowledges the vital contributions of highly experienced employees. Therefore, all classified employees who fall into the longevity categories below shall receive additional pay, based upon their original date of hire, as follows:

Employees at the start of their tenth (10) year with the Glendale School District shall receive an additional two percent (2%) to their base pay

Employees at the start of their fifteenth (15) year with the Glendale School District shall receive an additional two and one half percent (2.5%) to their base pay.

Employees at the start of their twentieth (20) year with the Glendale School District shall receive and additional three percent (3%) to their base pay.

Employees at the start of their twenty-fifth (25) year with the Glendale School District shall receive and additional three and one half percent (3.5%) to their base pay.

ARTICLE 13 – BENEFITS

13.1 District paid holidays for twelve (12)-month employees in the bargaining unit shall be as follows:

Memorial Day
Independence Day
Labor Day
Veterans' Day
Martin Luther King Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Juneteenth

Total of ten (10) days

District paid holidays for less than twelve (12)-month employees will be the same as above with the exception of Independence Day and Juneteenth.

13.2 Employees in the bargaining unit shall be compensated for the holiday as though they have worked a regular schedule for the day. If an employee is required to work on the above-named holidays, they shall receive the overtime rate for all hours worked in addition to their regular holiday pay.

13.3 Holiday pay shall be based upon the employee's pay rate and number of hours worked during a basic work day for which the employee is normally scheduled. To qualify for holiday pay, the employee must be actively at work and work their scheduled work day the day before and the day after the holiday or be on authorized paid absence approved by their supervisor.

13.4 All vacation time and holiday time shall be computed at straight time rate as per BOLI.

13.5 Vacation Pay for less than twelve (12)-month employees:

Vacation pay for less than twelve (12) month employees shall be awarded to employees who were hired prior to the 1999-2000 contract year. Present employees who are already awarded days will continue to receive the same benefit level as the 1998-99 school year. For employees hired prior to June 30, 1999, but not having five (5) years of continuous service with the District, their vacation days will be prorated according to current years of service and current hours worked per day. New employees hired after July 1, 1999 or present employees who choose to reduce their hours worked per year, will not be eligible for this benefit.

13.5 a. Vacation benefits due to employees shall be given in the form of salary at their regular wage of pay. Vacation benefits shall be paid during the month of June unless an employee terminates.

In the event an employee retires or otherwise leaves employment with the District the employee shall be reimbursed a prorated amount of vacation time for time worked in the fiscal year of retirement. Vacation pay will be awarded to twelve (12)-month employees in the following manner:

Employees shall earn vacation time for time worked in each fiscal year and shall be awarded the vacation time on July 1 of the new fiscal year.

In the event an employee retires or otherwise leaves employment with the District the employee shall be compensated for any non-used vacation time previously earned and shall be reimbursed a prorated amount of vacation time for time worked in the fiscal year of retirement.

New employees shall be awarded a prorated number of vacation days on July 1 for time worked the previous fiscal year providing the employee has successfully completed the probationary period by July 1. Employees who have not completed their probationary period by July 1 shall be credited with the prorated vacation time along with the next fiscal vacation time earned on the next July 1. If the employee is terminated or otherwise leaves employment before completing the probationary period they're not eligible for prorated vacation compensation.

- 13.5 b Vacation schedules shall be annual and accumulative for a maximum of ten (10) days carryover for classified employees working twelve (12) months. Two (2) weeks each year shall be granted as a vacation for twelve (12) months worked. One (1) day shall be added to the annual vacation for each year of service beyond five (5) years to a maximum of three (3) weeks (15 days).

Final scheduling of vacation dates will be approved by the school administration with one (1) week advanced notice.

- 13.6 c Current twelve (12)-month employees who choose to reduce their work schedules to less than twelve (12) months will lose all vacation benefits.

13.7 Insurance.

A. District paid insurance premiums are October 1 to September 30.

B. For the duration of this Agreement, the District shall be responsible for paying the established premium caps for all employees covered under this Agreement, as well as their eligible dependents

	2025-2026	2026-2027	2027-2028
INSURANCE CAPS			
Single	\$820	\$870	\$920
Two-party-employee & children	\$1,460	\$1,535	\$1,610
Two-party-employee & spouse	\$1,560	\$1,635	\$1,710
Family	\$2,215	\$2,315	\$2,415

C. The District's contribution toward insurance caps shall be as follows: For existing employees:

<u>Average Hours/Week</u>	<u>Percent of Contribution</u>
40 - 24 hours/week	100%
23.99 - 15 hours/week	75%
14.99 - 0 hours/week	0%

All hours worked in the district will count towards an employee's insurance benefit level. Benefit level will be based upon average work hours per week.

D. Health Savings Account (HSA):

A benefit eligible employee who selects the OEGB high deductible medical insurance plan, and who is eligible to participate in an HSA will be eligible to receive a district contribution to their HSA account.

- 1. A contribution of up to the lesser of dollars per month or the difference between the employee's medical, dental, vision and life coverages and the District insurance cap, up to the maximum allowed by federal regulations.
 - 2. Employees may also make contributions to the HSA, pre-tax, up to the maximum allowed by federal regulations.
- E. For employees who have other medical coverage and wish to opt out of the District provided medical, prescription, dental and vision coverage, the district will provide a taxable benefit in the amount of \$600 for 2025-2028 per month, pro-rated as listed below for hours worked. The opt-out provision will only be offered as allowed within state statute.

<u>Average hours worked</u>	<u>Percent of contribution</u>
40-24 hours/week	100%
23.99-15 hours/week	75%
14.99 – 0 hours/week	0%

Election to opt out of coverage must be made by September 1st of each year. Employee must complete an "Opt Out Election Form."

13.8 Sick Leave.

- a. As provided by (ORS 332.507), each employee shall receive credit for ten (10) days sick leave or one (1) day per month whichever is greater per year at full pay for personal illness, injury or to attend to an illness of an immediate family member as defined under state and federal leave laws. Sick days not used in any one (1) year shall accumulate without limit.
- b. When an employee will be absent from work, they must give notice to the supervisor or the person designated by the Superintendent to receive such notice. If the absence is for consecutive days, the supervisor should be notified of the probable date of return. The Superintendent may require substantiation of said illness.
- c. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to furnish a medical doctor's certificate of health prior to returning to work, in order to safeguard the health of students and fellow employees.
- d. If, at the beginning of a school year, an employee previously employed for at least one (1) school year by the District is ill and unable to resume their duties, and such employee has unused accumulated sick leave days at the end of the prior school year, they will be allowed to use such previously accumulated sick leave days while they remain ill or injured and unable to work.
- e. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason except for benefits provided by Oregon state laws.
- f. Any employee obtaining sick leave benefits by fraud, deceit or falsified statement shall be subject to disciplinary actions.

- g. Sick Leave Donation. Employees may donate up to three (3) days of their accrued sick leave to an individual who has exhausted all their accrued leaves and have an FMLA qualifying event.
- 13.9 Bereavement Leave. The Superintendent is authorized to grant up to five (5) days' bereavement leave. Bereavement leave shall not be accumulative. Bereavement leave shall be available for the death of an employee's or domestic partner's immediate family member. Immediate family member is defined as spouse, domestic partner, parents, children, sisters, brothers, grandparents, grandchildren, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, sons/daughters-in-law, guardian, foster children. Bereavement leave as defined under state and federal leave laws shall run concurrently with the paid bereavement leave provided in this section.
- 13.10 Personal Leave. Three (3) days' non accumulative leave of absence for personal matters will be allowed per contract year. Notice to the employee's supervisor or the Superintendent for personal leave shall be made five (5) days before taking such leave, unless an emergency prevents. Any employee not using all of their personal leave during the school year may have the remaining leave rolled into sick leave.
- 13.11 Emergency Leave. The Superintendent is authorized to grant up to three (3) days non- accumulative administrative approved leave to supplement the personal leave of an employee whose absence from work is required for emergencies of a serious personal nature. Emergency leave can be accessed after the third personal leave day has been used. This leave is non- accumulative and must be approved in advance if possible, or as soon as possible thereafter. Emergency leave shall be defined as absence from duty for personal emergencies, illness or injury of one or more members of the employee's household other than the employee, or other unavoidable circumstances.
- 13.12 Court Appearance. An employee shall be granted leave with full pay for appearances in any judicial proceeding except those brought or started by the employee or those in which the employee is a defendant. The employee shall remit to the District any court service pay exclusive of mileage, issued by the court. Upon being excused from court on any day an employee shall return to complete the duties for the remainder of the regular school day.
- Jury Duty. In cases of jury duty, the employee required to serve shall receive full salary and shall remit to the District the jury service pay, exclusive of mileage allowance. Upon being excused from jury service on any day, an employee shall return to complete the duties for the remainder of the regular school day.
- 13.13 An employee, who must be absent from work for an illness of the employee or family member, and does not meet the hours/days requirement for eligibility for the Family Medical Leave Act (FMLA) or the Oregon Family Leave Act, (OFLA), shall be allowed to use sick, personal, or vacation leave and then be on unpaid leave for a total period not to exceed one (1) year.
- If the employee returns to work within twelve (12) weeks, they shall return to their same position with no loss of seniority or district paid insurance (if eligible). Should the leave exceed twelve (12) weeks and be less than one (1) year, they may return to the first open position for which they're qualified. After twelve (12) weeks, no additional seniority shall accrue during the term of the leave. All seniority accrued at the time of the beginning of the leave shall be retained.
- 13.14 Unpaid Leave. An employee who for good cause shown must be absent from work (e.g., extended illness of the employee or a family member, surgery, political activity, maternity or paternity, etc.), and who has no other available paid leave, may be granted leave without pay for periods not to exceed one (1) year at the discretion of the Superintendent.

- 13.15 Unpaid Union Leave. Each school year the Union shall have three (3) days of non-accumulative leave for use as it may designate. The Chapter President of the Union shall give the Superintendent two (2) weeks advance notice indicating the employee(s) who will be taking this leave and the dates on which the leave will be taken. Classified employees using union leave shall not have had excessive absences during the school year.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.1 The purpose of this Article is to provide an orderly procedure for securing, at the lowest possible level, the resolution of any disputes that may arise, affecting classified employees and their rights, and concerning the meaning or interpretation of the terms of this Agreement.

14.2 Definitions:

Grievant. A person or persons who has the grievance and is presenting the complaint, also referred to as the "complainant."

Arbitrator. A neutral person, who listens to both sides, reviews the written records, decides the case, and informs the parties in interest of the decisions.

Binding Arbitration. A decision by an arbitrator or committee of arbitrators which requires compliance by both parties in interest and terminates the grievance action.

Business Days. Unless otherwise specified, the term "business days" as used in this Article means the business days the business office is open, Monday through Friday.

Party of Interest. The member (s) of the bargaining unit making the complaint and the District.

Person(s) Officially Involved. The Grievant and the Superintendent, representatives or consultants specifically requested by either party, witnesses, and members of the Board.

Grievance. A complaint by an employee that there has been a violation or misapplication of one (1) or more provisions of this Agreement.

Representative. A person requested by one of the parties in interest to advise or speak for the employee.

14.3 Levels of Grievance.

Level One: Immediate Supervisor

Each grievance shall be initiated within ten (10) business days after the occurrence of the cause for the claim. If the Grievant had no knowledge of the grievance at the time it happened, then they may file a grievance within ten (10) business days of the first reasonable knowledge. Failure to initiate action within these limits will constitute a waiver of the claim. The Grievant will first discuss the grievance in person with the immediate supervisor with the objective of resolving the matter informally. The Grievant may choose to have an OSEA member accompany them at this discussion.

If the Grievant is not satisfied with the disposition of this Grievance, the employee may file a written grievance with the immediate supervisor (who has administrative authority to act) within ten (10) business days following the act or condition which is the basis of the complaint, or if the Grievant had no knowledge of said occurrence at the time it happened, then they may file a grievance within ten (10) business days of the first reasonable knowledge. This response shall set forth the grounds upon which the complaint is based, the date on which it occurred, the reason why the Grievant considers the decision unacceptable, and what the employee feels need to be done to

resolve the situation. The supervisor will communicate the decision in writing within ten (10) business days to the Grievant. The Grievant shall have ten (10) business days to consider the decision. If the Grievant does not agree with the Supervisor's decision they will proceed to Level Two.

Level Two: Superintendent

If the Grievant is not satisfied with the disposition of this grievance at Level One, the employee may within ten (10) business days, file a written grievance with the Superintendent. This response shall set forth the grounds upon which the grievance is based, the date on which it occurred, the reason why the Grievant considers the decision unacceptable, and what the employee feels needs to be done to resolve the situation.

Appeals to the Superintendent shall be heard by the Superintendent or the designated representative within twenty (20) business days of the receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) business days prior thereto to the Grievant and any other person(s) officially involved.

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

Within ten (10) business days of hearing the appeal, the Superintendent shall communicate to the Grievant and all other persons officially involved and present at the hearing the written decision and shall include the reasons therefore.

If the Grievant is not satisfied with the decision of the Superintendent they may file a written appeal with the Superintendent within ten (10) business days of receipt of the Superintendent's decision and requesting appeal to Level Three, the Board. Nothing in the Level Two language is intended to prevent the Superintendent from forwarding a complaint on to the Board for their consideration.

Level Three: School Board

Within ten (10) business days of receiving the appeal the Board will notify those persons officially involved of a hearing to be held within twenty-five (25) business days of receiving the appeal and the Board shall hear arguments of the Superintendent and the Grievant.

Within ten (10) business days following the hearing, the Board will render a written decision to the parties in interest.

If the Grievant is not satisfied with the Board's decision, the Grievant may appeal to Level Four, arbitration, at this level the Union has the sole discretion, on behalf of the grievant, with regard to the progression of the grievance. Such appeal must be made within ten (10) business days after the Board's decision has been given.

Level Four: Arbitration

Within ten (10) business days of receiving the appeal, the Superintendent shall request a list of arbitrators from the Employment Relations Board (ERB) from which an arbitrator shall be selected by the "striking method." Any information, material, or testimony relevant to the case will be allowed at the arbitration hearing, whether brought forth at other steps or not.

The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures.

The arbitrator shall have no authority to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement. Their power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from issues raised in the written grievance filed by the employee. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) business days after the case is submitted to the arbitrator. The decision of the arbitrator shall be binding upon all parties involved, and will preclude any further action over the grievance.

14.4 General Procedures

The grievance should be processed rapidly. The indicated time limits at each level should be considered maximum and can be extended only by written mutual consent of the parties in interest at any level.

It is in the interest of all parties concerned to complete a grievance procedure by the end of the school year.

Each party in interest has a right to call consultants or representatives of their own choosing at each level of the procedure after Level One.

Failure at any level by the Grievant to appeal to the next level within the specified time limit shall be deemed an acceptance of the decision rendered at that level. Failure at any level to communicate the decision in writing to the Grievant within the specified time limit shall permit the Grievant to proceed to the next level.

All documents, communications, and records of grievance will be filed in the District Office separately from the personnel file. Reference to the records, such as a summary, should be placed in the appropriate personnel file.

Forms for filing written grievance shall be prepared by the District office and will be printed and given sufficient distribution as to be available for operation of the grievance procedure.

If in the course of investigation of a grievance it is necessary for either party in interest to contact an

employee or student during school hours, the party will make arrangements for the visit through the Building Supervisor, after initially stating the purpose of the visit.

It is recognized by both parties to the Agreement that the interruption of classes or other school activities as well as unnecessary involvement to students in the grievance procedure are undesirable and are to be avoided whenever possible.

The parties in interest will process grievances after the regular school day at times which do not interfere with assigned duties.

Each party shall pay any and all costs incurred on their behalf. Costs of the arbitrator at Level Four shall be borne equally by the two parties.

The grievance procedure and processes of law are mutually exclusive actions and the former will not be used while a grievant party is under jurisdiction of the courts or has resorted to the judicial process.

14.5 Complaint Procedure

- A. An employee in the bargaining unit who has a complaint other than a violation or misapplication of one or more provisions of this Agreement, shall process the complaint up to and through Level Two of the grievance procedure outlined in Article 14 above, except that such complaints shall not be submitted to arbitration.
- B. Any criticism or question of a critical nature by a supervisor, administrator, or board member of an employee shall be made in confidence. Such question or criticism shall be brought to the employee's attention within thirty (30) business days of the first knowledge of the supervisor, administrator or board member regarding the question or criticism.
- C. If a complaint is made by a parent, student, or other member of the community against a specific employee either to the Board, a board member or an administrator, the complainant will be asked to present a signed written complaint. If the complainant is unwilling to do so, then the official receiving the complaint may sign it, if in the opinion of the signer, the complaint may have some validity and it cannot be handled directly with the complainant to the latter's satisfaction.

The signed complaint will be filed with the Superintendent and within five (5) working business days thereafter the Superintendent or the supervisor will arrange to 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 employee may request a written statement of the complaint and the corrective action or improvement recommended. Such statement will be furnished to the employee if requested, within five (5) business days of the request.

The employee has the option of complying with the recommended action or of appealing through the grievance procedure to Level Three - the Board. The employee shall notify the Superintendent within five (5) business days of receiving the statement of complaint and recommended action of the intention to comply, or will initiate the grievance appeal with this time. Level Three shall be the last level of appeal available as provided by this Article.

This written statement and any accompanying documentation will become part of the employee's personnel file. If the employee wishes to affix a statement, it may be submitted to the Business Office. For copies of the forms, see Addendum 1 and 2.

ARTICLE 15 - MANAGEMENT RIGHTS

- 15.1 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 working assignments of its employees. The Board shall have the right to make unilateral changes and determine the impact of those changes on employment relations only on those issues not covered by this Agreement.

As per state statute , the District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon the invested in it by the laws and Constitution of the state of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the rights to:

1. The executive management and administrative control of the school system and its properties and facilities;
2. Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, dismissal, demotion, promotion or transfer. Board action in the matter of discipline, dismissal and/or demotion will be based on "Just Cause" as it relates to the individual employee's job description;
3. The unqualified right of assignment and direction of work of all of its personnel, and to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or business days;
4. The unqualified right to establish the school calendar;
5. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
6. Adopt reasonable rules and regulations;
7. Determine the qualifications of employees, including the physical requirements for a job position;
8. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, building, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
9. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
12. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria;

13. First offering of substitute custodial/maintenance work will be made to qualified in-district employees.

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

ARTICLE 16 - RE-EMPLOYMENT LETTERS

If the District has adopted a budget prior to the close of school, any employee not being asked to return the following year would be given a notice in writing two (2) weeks prior to the end of the school year. The two (2) week period is intended to give the individual sufficient time to apply for unemployment benefits.

At the beginning of the school year or at any change to hours the District will provide each bargaining unit employee with a “personal action sheet” (Addendum 5) detailing the following information for the current school year:

- Work location / worksite
- Position
- Step on salary scale
- Hourly wage
- Hours per day
- Annual salary

ARTICLE 17 - SUBCONTRACTING

The District agrees that for the life of this Agreement it shall not contract out any bargaining unit work except to the extent that specialized contractors may be utilized to perform work requiring state or federal licensure for which no bargaining unit position or employee possesses or in the event of a staffing emergency over which the District has no control.

The District agrees to bargain with the Union, both the decision and impact regarding contracting out of bargaining unit jobs.

ARTICLE 18 - RETIREMENT STIPEND, EARLY RETIREMENT

The benefits outlined below under Article 18 shall only be available to employees who were employed continuously with the District on or before July 1, 2012. New hires after July 1, 2012 shall not be eligible.

RETIREMENT STIPEND: To ensure district employees receive fair and competitive compensation through PERS, the District agrees to pay a severance stipend in addition to said regular salary for the last three (3) years of employment with the District. An employee who has completed three (3) years of continuous service within the District, and who is eligible through PERS to retire in either one (1), two (2), or three (3) years will receive a stipend for each year remaining until retirement. An employee wishing to invoice the benefit must declare in writing by January 30th their retirement date one (1), two (2) or three (3) years prior to retirement. The District will include a line item in the ensuing budget to cover this expense. The stipend will be awarded with the ensuing June paycheck. In the event that an employee changes their intention to retire during the severance eligibility period, along with the Districts agreement to extend employment, all stipend monies previously awarded will be withdrawn from said employee's balance of contract (i.e. vacation or other unpaid compensation).

Classified employees stipends will be awarded based on a pro-ratio of the latest certified personnel top salary and computed as follows:

$$\frac{\text{Classified Stipend To be awarded}}{\text{Certified Stipend}} = \frac{\text{Individuals Current Classified Salary}}{\text{Certified Salary (Last step on schedule)}}$$

EXAMPLE for 2016-17

$$\frac{\text{Classified Stipend To be awarded}}{\$3,000} = \frac{\text{Individuals Current Classified Salary}}{60,118}$$

Once a classified employee's stipend amount has been calculated, it will remain the same in subsequent years.

EARLY RETIREMENT: Employees who retire from the Glendale School District, and who are subsequently rehired by the District, are members of the bargaining unit represented by Glendale Chapter 94 OSEA. All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re-employed unit members, except those rights and or benefits expressly set forth below as exclusions:

Employees who choose to retire during the current contract year may be rehired to finish the current contract year under the following conditions:

Employees will be notified of whether or not they will be re-hired within thirty (30) business days after their application for early retirement. They may withdraw that application within ten (10) business days of said notification.

If selected for rehire, a unit member may continue to work as a temporary employee at their current daily contracted salary rate for a period not to exceed their current contracted work year.

Unit members will receive one (1) day of paid sick leave per contracted month at the beginning of their service period.

The District will not be obligated to forward payments to PERS for the re-employed unit member who is

already drawing PERS benefits.

Upon retirement an employee may choose to receive payment on up to 100 accumulated sick leave days at a rate of twenty dollars (\$20.00) per eight (8) hour workday. Less than eight (8) hour days will be prorated at two dollars and fifty cents (\$2.50) per hour.

ARTICLE 19 - LABOR MANAGEMENT COMMITTEE

Labor Management Committee: The Superintendent with or without a designee, and the Chapter president with another union officer may meet during the school year as a means of establishing ongoing communications and sharing of mutual concerns and interests.

The Superintendent and chapter president shall establish a meeting schedule on an annual basis. Meetings may be monthly or quarterly dependent upon the decision between the Superintendent and chapter president. Meetings may be canceled by either party if no issues are identified in need of discussion.

Scheduled meetings will be for the purpose of discussing ongoing labor-management issues, reviewing the Agreement, and recommending to the District and the Union solutions, contract interpretations, or interventions necessary to continue the collaborative efforts by both parties. It is expressly understood by the parties that the committee shall have no authority to negotiate terms and conditions of employment or modify or amend any provision of this Agreement, nor shall it have authority to adjust grievances.

Classification Review Committee: The Classification Review Committee is constituted for the purpose of reviewing employee re-classification requests and shall comply with the following guidelines:

1. The committee shall be established by September 30 of each year
2. The committee shall be comprised of three (3) classified employees chosen by OSEA and three (3) representatives chosen by the District.
3. Classified employees serving on the committee shall not review their own re-classification requests.
4. The committee shall meet quarterly. If there are no reclassification requests the committee will not meet.

The committee shall use the OSEA position review guidelines flowchart (Addendum 4) as the process for determining re-classification decisions.

ARTICLE 20 - EMPLOYEE SAFETY

20.1 The District shall maintain a safety committee in accordance with its obligations under the law (ORS 654 and OAR 437 concerning Occupational Safety and Health). The Safety Committee shall have an equal number of representatives from the District and the Union. The Union shall be responsible for selecting their representatives.

20.2 All bargaining unit members, in the course of performing their duties, shall report all unsafe or hazardous practices and/or working conditions to their immediate supervisor with a copy to the Safety Committee.

20.3 When a member is assaulted by, or is threatened by, a physically aggressive student, the member will

submit an incident report form documenting the behavior to the building administrator. The administrator will then conduct an assessment of the situation within twenty-four (24) **business** hours of the incident, and will work with the member to implement a safety plan and/or appropriate training.

- 20.4 Employees will be allowed up to thirty (30) minutes paid time to fill out incident reports.
- 20.5 The District shall provide necessary communication devices to employees for the safe and efficient performance of work duties.

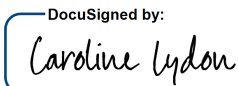
ARTICLE 21 - DURATION OF AGREEMENT

18.1 The language component of this Agreement shall be effective July 1, 2025, and shall continue in full force and effect through June 30, 2028.

Parties agree to enter into negotiations over a successor agreement prior to the expiration of this Agreement.

EXECUTION AND SIGNATURES

DocuSigned by:



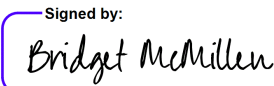
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Chairman of the Board, Glendale School District

9/22/2025

Date

Signed by:



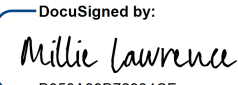
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Superintendent, Glendale School District

9/23/2025

Date

DocuSigned by:



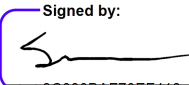
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Glendale Classified Employees Association Representative

9/22/2025

Date

Signed by:



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OSEA Representative

9/16/2025

Date

ADDENDUM 1 - COMPLAINT FORM

Glendale School District No. 77

Glendale, Oregon

Date: _____ Use back side or another paper if necessary

Name of the person against whom the complaint is made:

Name of the person(s) registering complaint:

Please state explicitly the nature and extent of the complaint, including the name of the employee against whom the complaint is made.

State the steps taken by you so far in regard to this complaint:

What do you think should be done about this matter?

Signed: _____

Complainant

Signed: _____

Board Member or Administrator

(To be filed in the Superintendent's Office within five (5) business days of the signing of this form.)ADDENDUM 2- OSEA GRIEVANCE FORM (EMPLOYEE)

ADDENDUM 2 – OSEA GRIEVANCE FORM (EMPLOYEE)

OSEA Official Grievance Form



Grievant's Name			Chapter	
Street Address			Home Phone	Work Phone
City	State	Zip	Employer	
Classification			Work Location	
Department			Supervisor	
OSEA Field Representative			Date Filed	

List applicable violated Article and Section

Statement of Grievance

Adjustment Required

I hereby authorize OSEA to represent me. I also grant the Steward (named below) and the Field Representative to have full access to any and all of my personnel files until such time as this grievance is resolved.

Signature of Grievant	_____	Date	_____
Signature of Steward	_____	Date	_____
Received by Employer	_____	Date	_____

Office Use Only			
Chapter	Year	Grievance #	Type

ADDENDUM 3 - DRAW PROCEDURE

DRAW PROCEDURE

The District will consider allowing a draw in extreme emergency situations. Examples of extreme emergencies would include:

- Death in the family
- Serious injury/illness/hospitalization of family member or employee
- Natural or accidental disaster (i.e. fire, flood)

Unavoidable and unexpected financial burden of life necessities (i.e. loss of housing, loss of transportation due to accident or major mechanical breakdown)

All draw requests must be submitted to the superintendent for approval. All draw amounts advanced to employees will be withheld from the next regular payroll of the District. Draw amount requested cannot exceed seventy percent (70%) of the anticipated gross earnings of the employee's next pay check.

Employee Name (please print) Draw Amount Requested
I am requesting the above listed draw. I understand that the entire amount of the draw will be withheld from my next paycheck on

Employee's Signature

Superintendent's Approval

Payroll use only

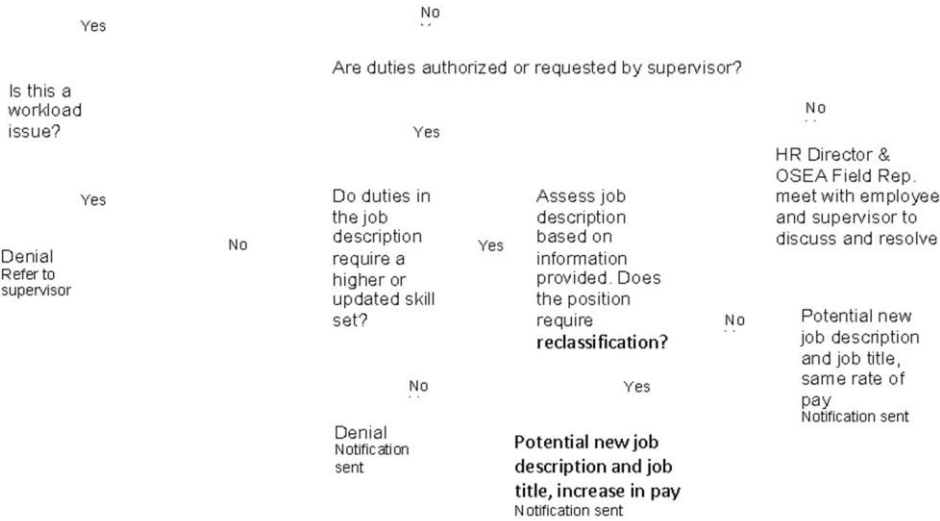
Maximum Draw Amount Available

Business Manager's Signature

ADDENDUM 4 – OSEA Position Review Guidelines

OSEA Position Review Guidelines

Does the current job description accurately reflect the job responsibilities and expectations?



ADDENDUM 5 – Personnel Action Notice (PAN form)

GLENDALE SCHOOL DISTRICT Personnel Action Notice

Name _____	Phone Number _____
Position _____	Email Address (if available) _____

1. Action:

☐ New Hire	☐ Change of Status	☐ Returning Retiree	☐ Summer School
☐ Termination/Resignation	☐ Extra Duty	☐ Other:	

2. Employee Group:

☐ Licensed	☐ Classified	☐ Supervisory & Confidential	☐ Coach	☐ Other:
☐ Substitute Classified				

3. Status:

☐ Regular	☐ Substitute
☐ Temporary	

4. Replacement of: _____

5. Work Schedule:

Hours Worked @ Day _____

Days Worked @ Week _____

6. Effective Starting Date _____ **End Date (if applicable)** _____

7. Work Location _____ **Supervisor** _____

8. Recommended Placement: Range _____ Step _____

9. Salary Amount: \$ _____

10. Comments: _____

Submitted By Principal/Supervisor/HR _____ **Date** _____

_____	_____
Superintendent	Date

This section completed by DOUGLAS ESD:

Insurance ☐ Yes - Effective: ☐ No Benefits: Fingerprinting: ☐ Yes - Effective: ☐ No PERS: ☐ PERS Tier 1 & 2 ☐ PERS OPSRP	OEBB Notified of Benefits? ☐ Yes ☐ No Date of OEBB Notification: ☐ Not PERS Eligible
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APPENDIX 1 - BUS DRIVER APPENDIX

HOME TO SCHOOL BUS RUNS:

1. Compensation: Bus drivers will be compensated for their daily routes at the hourly rate according to their placement on the salary schedule.
2. Work week/overtime: Bus drivers shall not receive overtime compensation for working over eight (8) hours per day. They will receive overtime compensation for working over forty (40) hours per week. Their compensation will be calculated according to the BOLI rules and regulations. Employees, who are assigned to work on a contract holiday, shall receive the regular rate of pay for all hours worked in addition to their regular holiday pay.
3. A regular school day is defined as the regular number of hours a driver has to perform their route. Such determination of hours shall be decided upon within the first two (2) weeks of the new school year. A Personal Action Sheet will be signed at that time. Any reduction or change in hours from that point forward will need a written ten (10) day notice. Any reduction in force will be dealt with as per Article 8.
4. Drivers shall take breaks as per O.D.O.T. and Federal D.O.T. regulations.
5. Physical examinations required for continued employment by the District shall be paid for by the District.
6. If a route has an increase of hours, bus drivers will have an opportunity to bump onto that route, with the most senior bus driver having the right to choose first. Should a reduction in hours become necessary, volunteers shall be first sought for the reduced route. If there are no volunteers, the least senior bus driver shall assume the new reduced route.

TRIP ASSIGNMENT PROCEDURES:

1. Trip requests will be submitted to the Transportation Department a minimum of ten (10) business days prior to the scheduled trip. Current drivers shall be assigned trips based on the rotation. If there are more trips/activities scheduled than drivers on the list, the District will first ask for volunteers to fill the assignment(s). If there are no volunteers, the District may assign drivers, in reverse order of seniority (least senior first) to fill the assignment, Rescheduled events, due to inclement weather or scheduling conflicts will not be subject to the ten 10 day notice.
2. A District approved person with Class 10 or above Licensure may transport eleven (11) passengers or less (district vehicle) to school related functions. Said person will not be compensated for their driving time. If twelve (12) or more passengers attend the same event, they must be transported by a classified bus driver. If needed, a request in writing can be made five (5) days prior to the event to the District administrator and Transportation Director for approval for personal transportation by parents. District does not accept any liability for students transported in personal vehicles to events. Any shuttling of students exceeding one (1) hour or more per day on minimum of four (4) business days per week shall be considered a route and must be performed by a classified bus driver.
3. Bus drivers will be compensated a minimum of one (1) hour driving time on all trips. Driving time

includes the fifteen (15) minute pre-trip inspection, the time that the driver is in the vehicle supervising students and the time it takes for the post-trip inspection/clean-up. Food stops will be compensated at the driving rate of pay.

4. The District reserves the right to request a waiver on any situation not mentioned above.
5. Drivers, per definition in this Agreement, for activity/field trips will be assigned from the rotation chart and will be compensated as follows: a) at their normal rate of pay for all actual driving time; b) time spent waiting during the event will be compensated at step 1 of the Bus Driver wage schedule.
6. Drivers will not be required to serve as chaperones during activity/field trips.
7. The arrangements for each trip will be indicated on the trip slip. In the event there isn't a driver available for the activity/field trip, the District reserves the right to assign from the rotation chart. For trips that are over fifteen (15) hours, the driver will be given the option to have ~~will be given the choice of two (2) drivers~~, lodging or remaining on the bus for the eight (8) hours of down time in accordance of Department of Transportation Rules and Regulations.
8. On a non-school day, if a bus driver is scheduled for an activity/field trip and they report to the transportation center and the trip is canceled the driver shall be paid two (2) hours at their regular rate of driving time. On a school day if a trip is canceled, the driver will have their route time reimbursed if they were unable to perform their normal route.
9. Activity Driver is a permanent position but the schedule varies throughout the year. The method to determine the number of hours for calculation of these benefits shall be an average of the hours actually worked during the previous school year. The determination of benefit level is calculated by total hours worked divided by number of days worked in the previous school year and agreed upon on a yearly basis, at the beginning of the current school year. The Activity Driver will become part of the rotation for trips.
10. Passengers riding school buses will be in compliance with (OAR-581-053-0010).
11. CORE CLASS INSTRUCTION: When a district employee is requested to teach a "core" class they will be compensated at their regular rate of Bus Driver pay. In addition to class time, the trainer will also be compensated one-half (½) again prep-time at the same rate of pay. Example: If the core class requires ten (10) hours of instruction, the Trainer will be paid for fifteen (15) hours.
12. DRIVER TRAINING: When a district employee is requested to train a bus driver, they will be compensated from the salary schedule from the "Bus Driver Trainer" classification. The parties agree that the typical training time for a trainee is twenty-five to thirty (25-30) hours. Any required training above thirty (30) hours will require the approval of the administration.

If a qualified district employee is not available to provide Core Class Instruction or Bus Driver Training, the District has the right to use outside resources.

13. No Driver shall be disciplined for refusing to operate any equipment that would fail Oregon safety standards. Concerns regarding unsafe equipment or an unsafe working environment shall be reviewed by the Safety Committee.
14. No driver shall be required to operate special education runs without appropriate training to ensure

the safety of the children and the driver.

15. Any employees with qualifications or licensing may ask the Director of Transportation to be added to the Trip Assignment Rotation Chart.
16. Bus Driver Certification training: The District will assume the cost of Bus Driver Certification including training, physical, and licensing. Drivers who complete the Bus Driver Certification program paid for by the district will agree to a two-year contract. If employee leaves the district prior to the two year contract they will be required to compensate in full the cost for all training and certification costs.

DEFINITIONS:

Rotation Chart is defined as the method for assigning activity/field trips. Bus drivers are listed on a rotation list from which activity/field trips are assigned as they are received by the Transportation Department. Once a driver is assigned a trip, the driver's name goes to bottom of the rotation list and that driver is responsible for assigned trip. Bus drivers may trade activity/field trips among themselves upon approval of their supervisor.

Stand-by time is the time that the bus driver is not driving or responsible for the students.

GLENDALE SCHOOL DISTRICT SALARY AND LONGEVITY SCHEDULE

GLENDALE SCHOOL DISTRICT

CLASSIFIED SALARIES

2025-2026

INCREASE **3.00%**

	GLENDALE CLASSIFIED						LONGEVITY			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10-14 YRS	15-19 YRS	20-24 YRS	25+ YRS
Ed Asst	\$15.78	\$16.57	\$17.41	\$18.27	\$19.18	\$20.14	\$20.54	\$20.64	\$20.74	\$20.84
Food Server	\$16.72	\$17.56	\$18.42	\$19.35	\$20.32	\$21.35	\$21.77	\$21.88	\$21.99	\$22.09
Cooks Helper	\$15.38	\$16.15	\$16.95	\$17.81	\$18.70	\$19.63	\$20.03	\$20.12	\$20.22	\$20.32
Attendance/Grad Clerk	\$17.08	\$17.93	\$18.83	\$19.76	\$20.77	\$21.79	\$22.23	\$22.34	\$22.45	\$22.56
Office	\$18.20	\$19.12	\$20.06	\$21.06	\$22.12	\$23.22	\$23.69	\$23.80	\$23.92	\$24.04
Custodian	\$18.20	\$19.12	\$20.06	\$21.06	\$22.12	\$23.22	\$23.69	\$23.80	\$23.92	\$24.04
Bus Driver	\$18.68	\$19.62	\$20.60	\$21.62	\$22.70	\$23.83	\$24.31	\$24.43	\$24.55	\$24.67
Bus Trainer			\$28.03	\$29.45	\$30.92	\$32.46	\$33.11	\$33.27	\$33.44	\$33.60

CHARTER SCHOOL STIPEND \$24.24 **3.00%** \$24.97

Preschool / Pre-K \$20.00 **3.00%** \$20.60

As per article 12.9 second shift employees, excluding bus drivers, will receive twenty-five (.25) cents per hour in addition to their appropriate rate of pay

GLENDALE SCHOOL DISTRICT

CLASSIFIED SALARIES

2026-2027

INCREASE **2.00%**

	GLENDALE CLASSIFIED						LONGEVITY			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10-14 YRS	15-19 YRS	20-24 YRS	25+ YRS
Ed Asst	\$16.10	\$16.90	\$17.76	\$18.64	\$19.56	\$20.54	\$20.95	\$21.05	\$21.15	\$21.26
Food Server	\$17.06	\$17.91	\$18.79	\$19.74	\$20.73	\$21.77	\$22.21	\$22.32	\$22.43	\$22.53
Cooks Helper	\$15.69	\$16.48	\$17.29	\$18.17	\$19.07	\$20.03	\$20.43	\$20.53	\$20.63	\$20.73
Attendance/Grad Clerk	\$17.42	\$18.29	\$19.20	\$20.16	\$21.18	\$22.23	\$22.67	\$22.79	\$22.90	\$23.01
Office	\$18.57	\$19.50	\$20.46	\$21.48	\$22.56	\$23.69	\$24.16	\$24.28	\$24.40	\$24.52
Custodian	\$18.57	\$19.50	\$20.46	\$21.48	\$22.56	\$23.69	\$24.16	\$24.28	\$24.40	\$24.52
Bus Driver	\$19.06	\$20.01	\$21.02	\$22.05	\$23.15	\$24.31	\$24.80	\$24.92	\$25.04	\$25.16
Bus Trainer			\$28.59	\$30.04	\$31.54	\$33.11	\$33.77	\$33.94	\$34.10	\$34.27

CHARTER SCHOOL STIPEND \$24.24 **2.00%** \$24.72

Preschool / Pre-K \$20.00 **2.00%** \$20.40

As per article 12.9 second shift employees, excluding bus drivers, will receive twenty-five (.25) cents per hour in addition to their appropriate rate of pay

GLENDALE SCHOOL DISTRICT

CLASSIFIED SALARIES

2027-2028

INCREASE **1.50%**

	GLENDALE CLASSIFIED						LONGEVITY			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10-14 YRS	15-19 YRS	20-24 YRS	25+ YRS
Ed Asst	\$16.34	\$17.15	\$18.02	\$18.92	\$19.85	\$20.85	\$21.26	\$21.37	\$21.47	\$21.58
Food Server	\$17.31	\$18.18	\$19.07	\$20.03	\$21.04	\$22.10	\$22.54	\$22.65	\$22.76	\$22.87
Cooks Helper	\$15.92	\$16.72	\$17.55	\$18.44	\$19.36	\$20.33	\$20.73	\$20.83	\$20.94	\$21.04
Attendance/Grad Clerk	\$17.68	\$18.56	\$19.49	\$20.46	\$21.50	\$22.56	\$23.01	\$23.13	\$23.24	\$23.35
Office	\$18.85	\$19.80	\$20.77	\$21.81	\$22.90	\$24.04	\$24.52	\$24.64	\$24.76	\$24.88
Custodian	\$18.85	\$19.80	\$20.77	\$21.81	\$22.90	\$24.04	\$24.52	\$24.64	\$24.76	\$24.88
Bus Driver	\$19.34	\$20.32	\$21.33	\$22.38	\$23.50	\$24.67	\$25.17	\$25.29	\$25.41	\$25.54
Bus Trainer			\$29.02	\$30.49	\$32.01	\$33.61	\$34.28	\$34.45	\$34.62	\$34.78

CHARTER SCHOOL STIPEND \$24.24 **1.50%** \$24.60

Preschool / Pre-K \$20.00 **1.50%** \$20.30

As per article 12.9 second shift employees, excluding bus drivers, will receive twenty-five (.25) cents per hour in addition to their appropriate rate of pay