
COLLECTIVE BARGAINING AGREEMENT

between

MARION COUNTY SCHOOL DISTRICT 103

and

OREGON SCHOOL EMPLOYEES ASSOCIATION/

AFT Local 6732, AFL-CIO

on behalf of

WOODBURN OSEA CHAPTER 25



Effective from July 1, 2013 through June 30, 2016

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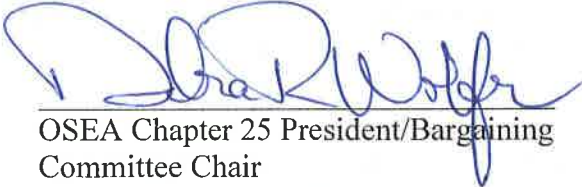
PREAMBLE AND DURATION

This contract made and entered into September 19, 2013, by the Oregon School Employees Association/AFT Local 6732, AFL-CIO, hereinafter referred to as "the Union" or "OSEA" on behalf of OSEA Chapter 25 and the Board of Education of Marion County School District 103, hereinafter referred to as "the Board" or "the District."


The duration of this contract shall be from July 1, 2013 through June 30, 2016.

All terms of this contract shall remain in full force and effect during said period of time.

IN WITNESS WHEREOF, the parties hereby affix their signatures as of the date first above written.


OSEA Chapter 25 President/Bargaining
Committee Chair


Chairman - Board


OSEA Field Representative/
Chief Negotiator


Superintendent

ARTICLE 1 - RECOGNITION

Section 1. The Board recognizes the Union as sole and exclusive bargaining representative for all of the classified employees in the bargaining unit. The bargaining unit shall include all regular classified and all limited-term classified employees. Substitutes, confidential, licensed teachers, and supervisory employees are not included in the bargaining unit. Newly created classifications may be added to the unit by mutual agreement of the parties or, in the absence of such agreement, by the State of Oregon Employment Relations Board.

Section 2. Substitute and Limited-Term Defined. For the purpose of this Agreement, a substitute employee shall be defined as any employee called in to replace a regular employee on excused absences (i.e., sick leave, vacation, etc.) or hired for short-duration or one-time-only jobs, etc. A substitute employee may not be employed more than one hundred twenty (120) consecutive calendar days in one (1) position (exclusive of scheduled break periods). Any substitute employee whose employment exceeds one hundred twenty (120) consecutive calendar days (exclusive of scheduled break periods) in one (1) position shall thereafter be considered a limited-term employee for a specified duration and until a specified date as determined by the District.

A limited-term employee shall be: a) an employee hired to fill a position of extended duration greater than one hundred twenty (120) consecutive calendar days where the regular employee is on leave for the period of such leave; or b) any other employee who has been hired for a fixed period of time, but not to replace an absent regular employee, not to exceed eleven (11) months in duration.

Limited-term employees shall be subject to all the terms and conditions of this Agreement, except that upon completion of the assignment such employees shall be subject to termination without the layoff and recall rights of Article 6 of this Agreement. Termination of a limited-term employee upon completion of the assignment shall not be construed as a disciplinary action subject to Article 15 of this Agreement. Otherwise, a limited-term employee shall have all the protections of Article 15 of this Agreement.

ARTICLE 2 - NEGOTIATION OF A SUCCESSOR AGREEMENT

The parties agree to commence collective bargaining on a successor agreement subsequent to February 1 of the year of the expiration of this agreement and the parties shall endeavor to commence bargaining prior to the end of March of the same year.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. General Rights. Without limitation but by way of illustration, the exclusive prerogatives, functions, and rights of the District shall include the following:

- a. To determine the services to be rendered to the citizens of the District.
- b. To determine and to execute the District's financial, budgetary, and accounting procedures.
- c. To direct and supervise all operations, functions, and policies in which the employees in the bargaining unit are employed, except as otherwise specifically provided for in this Agreement.
- d. To manage and direct the workforce, including, but not limited to, the right to determine the methods, processes, and manner of performing work, subject to the specific provisions of this Agreement, the right to hire, promote, and retain employees and to transfer employees; the right to determine and to change from time to time the number of daily and weekly hours that an employee works; the right to lay off employees; the right to abolish positions or reorganize departments; and the right to determine schedules of work.
- e. To purchase, dispose of, and assign equipment or supplies.
- f. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, and equipment except as otherwise specifically provided for in this Agreement.
- g. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- h. To assign shifts, work days, hours of work, and work locations.
- i. To designate and to assign all work duties.
- j. To introduce new duties within the unit.
- k. To determine the need for and the qualifications of new employees, transfers, and promotions except as provided for herein.
- l. To train, discipline, suspend, demote, or discharge an employee except as provided for herein.

Section 2. Hours and Job Duties. Consistent with past practice and other terms of this Agreement, the District shall have the right to increase or decrease the number of assigned weekly work hours and the right to modify (by adding duties or removing established duties) the job duties of bargaining unit positions without any obligation whatsoever to negotiate with respect to either the decision to make such changes or the impact of such decision.

Section 3. Contracting and Subcontracting of Work. Notwithstanding the provisions of ORS 243.650 to 243.782 and provided no employee(s) will be laid off as defined in Article 6 of this Agreement, the Union recognizes that the District shall have the right to make and to implement

decisions relative to the contracting and subcontracting of work as it may determine. If the contracting or subcontracting of work will result in the layoff of an employee(s), the District agrees upon timely demand from the Union to enter into and complete negotiations with the Union over the decision and impact of such contracting prior to its implementation.

The utilization of employees from other public entities, such as the Willamette Regional Education Service District or the State, as well as the utilization of students and of non-paid volunteers, shall not be considered contracting out and shall not serve as the basis for a claim of a violation of this Agreement or of the above-referenced ORS.

ARTICLE 4 - UNION RIGHTS

Section 1. Union Dues. The District agrees to deduct Union dues from the wages of employees when so authorized in writing by the employee on the form provided by the Union.

The District agrees to transmit the dues deducted to the Oregon School Employees Association by the 10th of the month following the payroll deduction.

Section 2. Information. When a Board agenda and/or other materials which are not exempt from disclosure are distributed to Board members and other interested parties in advance of a public meeting of the Board, such material shall also be provided to the OSEA Chapter 25 President.

When changes are made in the adopted Board policies or in the adopted administrative regulations, the OSEA Chapter 25 President shall be provided a copy of the change. Recognizing the Union has an interest in the development of policy which pertains directly to Union affairs, the District agrees to take into consideration any input the Union would choose to make.

Section 3. Inservice Programs. The Union shall have the right to supply the Superintendent/designee information to assist him in developing inservice programs for classified employees. Development of inservice programs, however, and the content thereof shall remain the sole right of the District.

Section 4. Annual Conference. Except as may be limited by the operational needs of the District, Union delegates to the OSEA Annual Conference shall be granted time off without pay from their regular duties. Delegates shall notify the Superintendent's office as soon as possible and not less than ten (10) working days in advance of the Conference.

Section 5. Attendance at Meetings.

- a. Employees who are on duty when meetings are called by the Union may attend the meeting if the supervisor has determined that such attendance will not interfere with the employees' regular work and if arrangements have been made with the supervisor for make-up of time missed.
- b. Employees attending joint District-Union grievance or bargaining meetings will not be required to make up time missed.

Section 6. Bulletin Board Space. The District shall provide bulletin board space for use by the Union in each facility in which employees work.

Section 7. Mailboxes. The District shall provide a mailbox for each employee.

Section 8. Fair Share. The parties hereby enter into a fair share agreement for all purposes consistent with state and federal law as follows:

- a. Payment in Lieu of Dues: The District agrees to deduct from the monthly wages of each employee in the bargaining unit, who is not a member of the Union, an amount equal to the

OSEA monthly dues for each month in which the employee works-according to the Union's

dues formula.

- b. Exemption: The provisions of section (a) hereof shall not apply if an employee objects to such payment in writing to the Union, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member as addressed in ORS 243.666. For recordkeeping purposes, the Union shall notify the District of any bargaining unit members who have been granted an objection on religious grounds.
- c. Indemnification: The Union will indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District as a result of any District action taken pursuant to the provisions of this Article. The Union and the District each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

Section 9. Representation. Designated Union representatives shall suffer no loss in pay when in attendance at a meeting pursuant to instances in which representation is allowed by law or this Agreement.

Section 10. Bargaining unit members may be released without pay from time to time at the District's sole discretion to attend events of importance to the Union.

ARTICLE 5 - VACANCIES, PROMOTIONS AND TRANSFERS

Section 1. Vacancies. The District shall notify the Union of all job postings in the bargaining unit. A job posting shall remain open for at least ten (10) days prior to the closing of the open position. Position openings will be communicated to the OSEA Chapter 25 President and posted in the staff break rooms in all buildings where employees in the bargaining unit are normally working. These postings shall be on the bulletin board where employee information is usually maintained. Job postings will also be posted on the District website. All qualified internal applicants for a vacancy shall be interviewed.

Section 2. Promotions. When the District has determined that two (2) or more current District employees who are applicants for a vacant position which would constitute a promotion are equally qualified to fill the position, the applicant with the greatest District seniority shall be offered the position first. All employees who apply for an announced vacancy will be interviewed, provided the minimum announced qualifications for the job have been met. Employees not selected for an applied-for promotion may request and shall be given the reason(s) in writing for the District's decision.

Section 3. Transfer.

- a. Employees may request transfer to any site or position within their classification. The request must be made in writing and on the appropriate District form.
- b. Employees who meet minimum qualifications for the position who request transfer to a vacant District position within their classification will be granted an interview. When an employee is denied a transfer, the reason for such denial shall be communicated to the employee in writing upon request by the employee.
- c. Notwithstanding Article 6 of this Agreement, nothing herein shall preclude the District from exercising its right to voluntarily or involuntarily transfer employees within their classifications.

ARTICLE 6 - LAYOFF AND RECALL

Section 1. Layoff.

- a. Definition: A layoff shall be defined as a reduction in total yearly work hours of at least ten percent (10%) during any twelve (12) month period of time.
- b. Order of Layoff: If the District decides to lay off employees, the order of layoff within the classification affected by the layoff shall be determined by inverse order of District seniority (i.e., the period of unbroken service with the District) with the least senior employee being laid off first, except that operational needs for and availability of special occupational skills may be the basis for making an exception to layoff on the basis of seniority. For purposes of this Article, classification shall mean a specific job title as found in Schedule A of this Agreement and the category as to hours worked (full-time, part-time - four (4) hours or more, or part-time - less than four (4) hours) as described in this subsection. An employee's seniority shall be based upon his/her most recent first date of service for the District. Except as otherwise provided for herein, the most senior employee in any given classification shall be the last to be laid off. In the event that two (2) or more employees in a classification in which a layoff is to occur have the same District seniority, this tie shall be broken by laying off the employee with the least seniority in the classification targeted for layoff. Should a tie still exist, it shall be broken by the drawing of lots by the OSEA Chapter 25 President or his/her designee and the Superintendent or his/her designee.

Special occupational skills are skills which are needed or required for some but not all positions within a particular classification and cannot be taught in a short period of time. Special occupational skills may include but are not limited to bilingual skills or expertise with a particular computer program. Special occupational skills may also include particular expertise, knowledge, or familiarity with a specific position and the performance of the job responsibilities related to that position. The District shall have the burden of proof in demonstrating the presence of special occupational skills.

The District shall have the right to reassign employees to different work schedules and/or hours. However, the District shall not involuntarily assign an employee to a schedule that results in a reduction of total yearly work hours of ten percent (10%) or more without observing the provisions of this Article.

- c. Notification: Before a layoff may occur, the Union and affected employees shall be provided twenty (20) working days prior written notice. The term "working days" as used above shall be as defined in Article 14, Section 3 - Grievance Procedure of this Agreement.
- d. Bumping: If an employee who would otherwise be subject to layoff has, since his/her most recent date of hire, served in another classification with an equal or lower maximum rate of pay, and if the employee is able to demonstrate prior to bumping that he/she is able to perform the duties of the former classification adequately within a reasonable period of time, the District shall, based upon the criteria for layoff found in subsection (a) of this Section, consider the employee's eligibility to displace (or bump) such an employee. An employee who would otherwise be subject to layoff may also be eligible to bump if the employee has more seniority than another employee in a classification with a lower maximum rate of pay within his/her current classification family. If the employee is

eligible to bump under either scenario described above, he/she shall be notified of placement in such position in lieu of layoff in accordance with the notification procedures in subsection (b) of this Section. In no case will an employee who qualifies to displace (or bump) another employee do so if the effect is to add daily work hours to the employee's existing daily work hours schedule. In addition, in no case will the District be required to split up an existing position in order to provide a specific number of daily work hours for an employee who is eligible to displace (or bump) another employee.

The classification families for purposes above are as follows:

1. Nutrition Services Wellness Specialist
Nutrition Services Manager
Nutrition Services Assistant I
Nutrition Services Assistant II
2. Library Assistant (HS)
Educational Assistant & Library Assistant
School Assistant
3. Speech & Language Assistant
Special Educational Assistant
4. Head Secretary
High School Athletic Secretary/Bookkeeper
PASS Clerk
Assistant Secretary
Receptionist
5. Program Secretary
6. Child Care Specialist
7. Head Custodian, HS and Valor/Heritage
Head Custodian
Lead Custodian
Custodian
8. Parent Involvement Specialist
Home School Contact
Volunteer Coordinator
9. Maintenance II
Groundskeeper/Maintenance
Courier
10. Campus Monitor
In-School Suspension Supervisor
11. Career & Service Learning Specialist

12. Computer Network Specialist
Computer Technician
13. Student Data System Specialist
14. Therapeutic Recreation Specialist
15. Site Supervisor
16. Health Assistant

Section 2. Recall.

- a. Order of Recall: Employees who are laid off shall retain their employment status and be eligible for recall for twenty-seven (27) calendar months from the date of layoff. In the event of recall to active employment, all benefits acquired up to the time of layoff, including accrued sick leave, vacation time, and salary schedule placement, shall be reinstated. The order of recall shall be in the inverse order of layoff, except that the District may recall employees out of order or may hire new employees without resorting to the recall list when such is required to meet operational needs for and availability of special occupational skills in the specific position. The District shall be under no obligation to offer a laid-off, part-time employee a full-time position; nor shall the District be required to offer a part-time - less than four (4) hours employee a part-time - more than four (4) hours position.
- b. Notice of Recall: Notification of eligibility for recall shall be by certified mail sent to the address of record as maintained at the District office. It shall be the employee's responsibility to maintain current and correct address of record on file. The employee shall have seven (7) days from the date of receipt of the notice (but in no case more than ten (10) days from the date of mailing) to notify the District of his/her acceptance of the position and an additional seven (7) days, unless a later date is specified in the letter, in which to report for work.
- c. Failure to Respond to Recall Notice: Any employee who is on layoff status and who fails to accept an offered position and to report for work within the above-specified time periods, provided such offered position was at least equal in the hourly rate of compensation to the position to which the employee was assigned at the time of layoff, shall be considered to have resigned from the District and shall thereby be ineligible for recall thereafter.
- d. Recall From Lower Classification or Hours of Work: An employee who experienced a reduction in his/her hourly rate of pay and/or hours of work pursuant to the bumping provision in Section 1, subsection (c) of this Article, and any employee who is recalled to a position with a lower maximum rate of pay and/or a reduced weekly hours category, shall continue to have the same rights of recall to the classification and/or hourly work category (see Section 1 above) he/she held at the time of layoff as apply to those employees who are not recalled (see Section 3, subsection (a) above).

ARTICLE 7 - PERSONNEL RECORDS

Section 1. The personnel records of any employee in the bargaining unit shall not have any information of a critical or disciplinary nature that does not bear that employee's signature or initials of that supervisor indicating that the employee has been shown the material and that the employee has refused to sign or initial such material. An employee shall have the right to attach a written statement of explanation to any material which the employee believes to be incorrect or derogatory. An employee's signature on such critical or disciplinary material shall not indicate the employee's agreement with the material, but only that the employee has seen the material.

Section 2. Letters of caution, consultation, or warning, admonishment, and reprimand shall be considered temporary contents of the personnel records and shall be removed and destroyed after three (3) years upon the request of the employee for removal, provided no new disciplinary action has occurred during the three- (3-) year period. This provision shall not apply to material that relates to or documents misconduct that is serious in nature, including but not limited to sexual harassment, inappropriate contact with students, or insubordination. This language shall apply only to those disciplinary documents in place prior to March 1, 2008.

Section 3. Material placed in the personnel records 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.

ARTICLE 8 - SEPARABILITY OF PROVISIONS

In the event that any provision of this contract shall at any time be declared invalid by any court of competent jurisdiction, such decision should apply only to a specific article, section, or portion thereof directly specified in the decision. Such a decision shall not invalidate the 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.

Any portion of this Agreement which suffers invalidation under this Article shall be subject to renegotiation upon the request of either party.

ARTICLE 9 - SALARY

Section 1. PERS. The District shall “pick up,” assume, and pay a six percent (6%) average employees contribution as required by ORS 237.071 to the Public Employees Retirement Fund or any other PERS-created alternate fund for employees participating in the Public Employee Retirement System. Such “pick up” or payment of the employee’s monthly contributions to the system shall continue for the life of this Agreement and shall also be applicable to employees who first begin to participate in the system prior to the termination of this Agreement.

Section 2. Temporary Work Out of Classification. If an employee is assigned to temporarily perform the duties of a higher classification for more than five (5) working days within a given pay period, the employee shall receive a ten percent (10%) increase above his/her current hourly rate, beginning with the sixth day. The employee shall remain at this rate of pay until the duties are no longer assigned.

Employees shall not, however, receive acting in capacity pay for any day that he/she is not actually on the job. This change will be effective as of March 11, 2011.

Section 3. Overtime. All hours worked that are in excess of eight (8) in one day or forty (40) in the designated work week shall be paid at one-and-one-half (1 1/2) times the employee’s regular rate of pay. The parties recognize that the provisions of the Fair Labor Standards Act (FLSA) apply to all employees in the bargaining unit.

However, at the mutual agreement of the employee and the District, an alternative to the regular weekly work schedule whereby the employee is not paid overtime after eight (8) hours of work in any one day may be agreed upon subject to the following:

- a. The agreement to work such a flex schedule shall be entirely voluntary on the part of both the employee and the District.
- b. The flex time agreement shall specify the entire FLSA workweek and shall provide for the same total number of weekly hours as are normally worked.
- c. The flex time agreement shall be initialed by the authorized District supervisor and the employee and shall be attached to the employees’ time sheet.

The parties recognize that overtime hours may only be worked by employees with the express approval of their supervisor and that working overtime hours without such approval may be grounds for discipline.

Section 4. Salary Schedule. All employees not placed on the maximum step of their salary range shall be eligible for a step increase as follows: For the 2013-14 school year, July 1, 2013, for the 2014-15 school year, July 1, 2014, so long as they have worked a total of one hundred twenty (120) days or more as of that date. For the 2015-16 school year there will be a limited reopener on step movement. Each employee will receive, if eligible, PERS pick-up.

Section 5. Salary Schedule Placement. A change in position involving new duties with greater responsibilities (promotion) shall be accomplished by moving the employee to the lowest hourly wage rate for the new classification which is at least five percent (5%) higher than he/she was receiving prior to the promotion.

A change in position involving duties with lesser responsibilities (demotion) shall be accomplished by placing the employee on the salary schedule step that recognizes all prior continuous District service in the classification to which he/she is to be assigned plus all continuous service in any higher paid classification.

Section 6. Call Back. Employees called back to work after their regular workday because of emergency or unforeseen circumstances, such as fire, theft, vandalism, or weather conditions shall receive a minimum of one (1) hour pay.

Section 7. Show-Up Pay. An employee reporting for work on a scheduled workday, who has not been notified not to report to work, shall be provided an opportunity to work at least two (2) hours, for which he/she shall be compensated at his/her regular rate of pay. Employees who are regularly scheduled to work two (2) hours or less per day shall be provided with the opportunity to work and be compensated for the time for which they are regularly scheduled to work.

Section 8. Reclassification Upwards

- a. In the event an employee believes that the preponderance of the duties he/she is performing on a permanent basis are more properly the duties of a classification higher than the one to which he/she is assigned, the employee may submit a written request for reclassification upwards to the District. The request shall state the employee's current classification, the classification in which the employee believes he/she should be more properly placed, and a description of the kinds of higher-level duties performed and the percentage of time spent doing them.
- b. Upon receipt of a request for reclassification upwards, the District shall conduct an audit of the employee's duties and undertake any other reasonable investigation deemed necessary to determine the classification in which the employee should be most properly placed. The District shall respond to the employee's request within thirty (30) working days of the date the request was made. If, in fact, the employee is more properly classified in a higher classification because of actual duties performed, the District may:
 1. Immediately remove the duties that would place the employee in the higher classification and pay the employee as indicated in Section 2 of this Article from the date the request was made until the date the duties are removed; or,
 2. Reclassify the employee to the higher classification and pay the employee from the date the initial reclassification request was made as indicated in Section 5 of this Article.
- c. In the event the employee's request for reclassification is approved, the effective date of reclassification and any increase in salary shall be the date of the employee's initial request for reclassification which shall also constitute the employee's new anniversary date for purposes of calculating classification seniority.
- d. No classification review request may be submitted by an employee during the period of his or her probationary service with the District.
- e. The foregoing shall not be construed as preventing the District from exercising its right to

transfer employees, to assign job duties, to define and redefine the job duties of any position, and upon its own initiative to reclassify positions pursuant thereto.

- f. No grievance regarding an employee's classification assignment may be filed until after the provisions of this Section have been exhausted. If a grievance regarding an employee's classification assignment is pursued to arbitration, the arbitrator shall be bound to the standards contained in this Section in making his/her determination.

Section 9. Translating/Interpreting Differential. The following employees shall receive a five percent (5%) salary differential over and above their regular salary:

- a. Any employee who is assigned translation or interpretation duties from English into a non-English language or from a non-English language into English, only for the time they are assigned and performing the duties down to fifteen (15) minute increments.
- b. Any employee who is designated by the District as a school or District level Interpreter/Translator and who passes a District designated oral and/or written language assessment in one or more designated languages. Once an employee is approved under this category, the 5% salary differential shall apply to all work hours. However, the District shall have the right to discontinue the designation of any employee at any time. In this case, provisions in Section 9(a) above would apply to any further assigned interpreting or translating.
- c. In the event the District elects to discontinue an employee's differential pursuant to Section 9(b) above, the employee shall have the right to bump any employee lower in seniority, for purposes of retaining the differential only, who is receiving the differential for the same language at the same work site.

Section 10. Longevity Pay. Employees who have been employed by the District for at least ten (10) years without a break in service and who are at the top step of the salary schedule shall receive the following longevity pay:

- a. Years eleven (11) through fifteen (15): One and one-half percent (1 1/2%) above the top step of the employee's salary schedule.
- b. Years sixteen (16) through twenty (20): Two and one-half percent (2 1/2%) above the top step of the employee's salary schedule.
- c. Years twenty-one (21) through twenty-five (25): Three and one-half percent (3 1/2%) above the top step of the employee's salary schedule.
- d. More than twenty-five years: Five percent (5%) above the top step of the employee's salary schedule.

Members who achieve their respective longevity years between July 1st and December 31st will begin receiving pay for their longevity level on their January paycheck. Members who achieve the respective longevity years between January 1st and June 30th will begin receiving pay for their longevity level on their first paycheck of the following school year.

Section 11. General Salary Increase

- a. Effective July 1, 2013, there shall be an across-the-board salary increase of one and a half percent (1.5%). Effective July 1, 2014, there shall be an across-the-board salary increase of one percent (1.0%). For the 2015-16 school year there will be a limited reopener on COLA. These increases is are reflected in Appendix A, B and C of this Agreement.

Section 12. Differentials

- a. All Nutrition Services Assistants I and II and all Nutrition Services Managers who provide the District with documentation of certification by the School Nutrition Association (SNA) shall receive a \$.35 per hour differential over and above their regular hourly salary.
- b. All Educational Assistants and Special Educational Assistants who possess a BA degree and who are actively enrolled in a teacher licensure program or who hold a current Oregon teaching license, shall receive a five percent (5%) differential over and above their regular hourly salary.

Section 13. Extra Duty

- a. Employees who perform duties in positions designated by the District for Extra Duty Compensation shall be paid an hourly wage equal to the state minimum wage in effect at the time of performance.
- b. Any hours worked in the performance of such an extra duty position that are in excess of forty (40) total work hours in the week (extra duty hours and regular position hours combined) shall be counted as overtime and paid at one and one-half times the hourly rate set forth in Section 13(a) above.
- c. Should the total hourly compensation received by the employee at the end of the extra duty assignment be less than the District's scheduled extra duty stipend for the position, the District will pay the employee the difference.
- d. The District will establish a limit on the total number of hours an employee may work in a given extra duty position so that the total hourly compensation earned by the employee does not exceed the District's scheduled extra duty stipend for the position. An employee may not exceed the established maximum hours without advance approval of the District.
- e. Hours worked in an Extra Duty assignment shall not be counted toward an employee's pro-rata for insurance purposes.

Section 14. Specialty Class Instructor

- a. Members of the bargaining unit who are hired to fill Specialty Class Instructor positions shall be paid at a rate of \$12 per hour. Hours worked as a Specialty Class Instructor shall not be counted toward a bargaining unit member's total weekly hours for overtime purposes.
- b. This shall not preclude the District from hiring non-bargaining unit members to fill Specialty Class Instructor positions, and if it does so those individuals shall not be members of the bargaining unit and shall not be covered by this Agreement.

Section 15. Sports/Activities Supervision

- a. Bargaining unit members who are hired to perform sports/activities supervision duties shall be paid at the rate of \$15 per hour.
- b. Hours worked performing sports/activities supervision shall not be counted toward a bargaining unit member's total weekly hours for overtime purposes.

Section 16. Rehiring Following Retirement

In the event the District offers post-retirement employment, it is agreed that the work shall be considered bargaining unit work and that the employee shall be subject to all terms and conditions of the collective bargaining agreement except as follows:

- a. The District may designate the duration of a retiree's post-retirement employment with the District. At the conclusion of that duration, the employee shall have no right to continued employment with the District and may not challenge the District's decision not to extend employment further.
- b. Employees shall maintain their same placement on the salary schedule as when they retired.
- c. The District will continue to make insurance contributions as defined in Article 13.
- d. Articles 6, 11 and 12 shall not apply to employees rehired after retirement.
- e. All leave allocations shall terminate at the time of retirement and shall no longer be available for use.
- f. Employees will accrue one day of sick leave per month and this time may be used as defined in the collective bargaining agreement. Sick leave will be awarded at the beginning of each month.

ARTICLE 10 - PROBATIONARY PERIOD

Section 1. New Employees. All new employees are on new-employee probationary status until the first of the month following one hundred twenty (120) working days. "Working days," as used herein, shall be those days that the employee is in a paid status. At any time prior to completion of the probationary period, the District may terminate the employee for any reason it deems to be sufficient and such action shall not be subject to the grievance procedure contained in Article 14 of this Agreement.

Section 2. Promoted Employees. All employees who are promoted are in promotional probationary status until the first of the month following one hundred twenty (120) working days as above defined in the new position. An employee shall have been promoted if he or she applies and is selected for a job with a higher maximum wage than that previously assigned. While on promotional probationary status, an employee may be returned to his or her previous classification at the sole discretion of the District. The employee shall also have the right to return to his/her prior classification if he/she chooses to do so. Such an employee shall not, however, be subject to discharge or other disciplinary action without the rights and protections afforded by Article 15 - Discipline of this Agreement. Any new employee, as referenced in Section 1 of this Article, who is promoted prior to completing his/her initial probationary period shall, in addition to his/her promotional probationary status, be subject to Section 1 of this Article until completing his/her initial one hundred twenty (120) working days with the District.

ARTICLE 11 - PAID LEAVE

Section 1. Holidays. Holidays for employees in the bargaining unit shall be as follows:

9 to 11-Month Employees

Labor Day
Veterans Day
Thanksgiving Day
Christmas Day
New Year's Day
Presidents Day
Memorial Day

12-Month Employees

Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Presidents Day
Memorial Day
Independence Day

Employees in the bargaining unit shall be compensated for the holiday as though that employee had worked a regular schedule for the day. To be eligible for holiday pay, an employee must be in a paid status on the last regularly scheduled work day before and the first regularly scheduled work day after the holiday.

If an employee is required to work on the holiday, he/she shall in addition to the above specified holiday pay receive pay at one and one-half times his/her regular hourly rate for the hours worked.

Section 2. Vacation. Only employees whose scheduled work year, including paid holidays, is two hundred forty (240) days or more shall be eligible for vacation. Except for employees hired prior to July 1, 1983, eligibility for vacation shall be determined on a year-by-year basis. Vacation time earned by employees shall be as follows:

Upon completion of the new employee probationary period, each twelve- (12-) month employee shall be credited with five (5) days of accrued vacation time. Monthly accrual of vacation after completion of such probationary period shall be as follows:

	<u>Monthly Credit</u>	<u>Annual Equivalent</u>
Through 5 years of service:	.83 day	10 days
After 6 th anniversary:	.92 day	11 days
After 7 th anniversary:	1 day	12 days
After 8 th anniversary:	1.08 days	13 days
After 9 th anniversary:	1.17 days	14 days
After 10 th anniversary:	1.25 days	15 days
After 16 th anniversary:	1.33 days	16 days
After 17 th anniversary:	1.42 days	17 days
After 18 th anniversary:	1.5 days	18 days
After 19 th anniversary:	1.58 days	19 days
After 20 th anniversary:	1.67 days	20 days

No monthly vacation credit shall be given to any employee who has more than two (2) times the

annual accrual credited to his/her account.

Vacation of more than one (1) week in duration shall be requested at least four (4) weeks in advance and shall be on a first-request-received-has-priority basis. Approval of vacation time off shall be subject to the operational needs of the District.

Section 3. Sick Leave. All employees shall receive one (1) day of sick leave credit for each month worked. Any month in which the employee is paid for more than ten (10) days of work, including paid leave time, shall qualify as a month worked. Employees will be credited with the total amount of their annual sick leave at the beginning of each employee's work year. An employee who leaves employment with the District and has used more sick leave than was earned at the time of separation shall have the value of the unearned but used sick leave withheld from his or her final paycheck.

Sick leave may be used for the injury or illness of the employee. An employee may also use sick leave to care for his/her ill or injured child, by adoption or birth, who resides in the employee's household, up to a maximum of sixty (60) days in any one school year. With prior notice, sick leave shall be utilized for personal medical, dental, and optical appointments on an hour-for-hour basis, rounding up to the next quarter ($\frac{1}{4}$) hour. In addition, sick leave may be used to care for family members in accordance with the provisions of the FMLA/OFLA.

Total sick leave which can be accumulated by an employee shall be unlimited in accordance with Oregon law (ORS 342.596).

Employees shall, upon request, have accumulated unused sick leave credited towards retirement in accordance with ORS 238.350. This provision shall not serve to create any obligation or guarantee on the part of the District, other than the District's obligation to report the status of an employee's sick leave account to PERS/OPSRP.

Section 4. Personal/Emergency Leave. Two (2) days of absence per year for personal, legal, business, household, family matters, or emergencies which require absence during school hours. Except in emergencies, personal leave must be applied for to the employee's immediate supervisor at least one (1) day before taking such leave. Said notice shall not state the reason for taking such leave other than it is being taken under this Section. Such leave shall not be taken at the beginning of a vacation or break period or at the end of a vacation or break period without permission of the Superintendent/designee. Personal leave is non-accumulative from one fiscal year to the next. However, any employee who works the full school year and has not used all or a portion of the two (2) days shall be paid in cash at the Step 1 rate of his/her classification at the end of the school year for that portion of the two (2) days which were not used. Any employee who begins employment after the start of his/her scheduled work year or is terminated before the end of his/her scheduled work year shall receive a prorated personal leave credit based upon the portion of the scheduled work year which was actually worked. If at the point of termination of employment the employee has used more personal leave than the amount to which he/she was entitled, the excess amount used shall be deducted from the employee's final pay.

Section 5. Bereavement Leave

- a. Up to three (3) paid days total for the death of each member of the employee's immediate family. "Immediate family" shall be interpreted as spouse, domestic partner, mother, father, daughter, son, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-

law sister-in-law, brother-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, grandchild and stepmother, stepfather, stepchildren, stepbrother, and stepsister. At the request of the employee and at the discretion of the Superintendent/designee, extra paid days leave may be granted. If requested employees will be granted up to one (1) day unpaid leave for the death of friends or relatives outside the immediate family.

- b. Bereavement leave must normally be used within two (2) weeks of the death of a family member listed above. In circumstances where the settling of an estate requires activities outside the two- (2) week limit an employee may use bereavement leave up to a month after the death by scheduling such time in advance.
- c. Employees dealing with bereavement issues outside of the aforementioned two- (2) week period, may use personal leave, sick leave (with a health care professional's certification of need), or unpaid leave (at the discretion of the District).
- d. Additional leave for bereavement purposes outside the scope of subsections (a), (b), or (c) of this Section shall be at the Superintendent's (or his/her designee's) discretion, or as otherwise required by law.

Section 6. Jury Duty and Court Appearance. Any classified employee, regardless of his/her place of residence, who serves on jury duty or as a witness under subpoena, shall suffer no loss of pay while on jury duty or service as a witness, provided: (a) All fees received by the employee for jury duty or witness fees are forwarded to the District business office; however, the employee may retain mileage fees, and (b) the employee is not a party in interest to the proceeding or appearing in response to a subpoena obtained by or at the request of the Union. Each employee shall promptly notify his or her supervisor and provide a copy of the summons upon notice of jury duty or upon receipt of a subpoena. If an employee's jury duty or court appearance ends on a given day at a time prior to the end of his or her regular shift, the employee shall return to work for the remainder of his or her shift unless less than one (1) hour remains in the shift.

Section 7. Injury on Duty. In the event a classified employee is absent from his/her duties due to an accident covered by the District's workers' compensation carrier, the employee shall have the following options:

- a. The employee may receive funds due him/her under the District's workers' compensation carrier and be granted an unpaid leave of absence without any charge being made against employee's sick time leave.
- b. The employee may make claim for use of any available sick leave time, but the same shall be reduced by the sums paid employee by the District's workers' compensation carrier. If an employee selects this option, the District shall pay the difference between the amount received from the workers' compensation carrier and the employee's regular amount of pay. This difference will then be charged against the employee's available sick leave by translating dollars into hours of sick leave at the employee's regular rate of pay. This option shall not be available when an employee has exhausted all available sick leave.
- c. If the District elects to return an employee to work in a light duty position with restrictions from full and regular duties, the District and Union shall review and discuss any District proposal to implement a reduced rate for the employee to reflect the fact that not all duties

of the position are being performed. This provision shall not obligate the District to create a light duty position.

Section 8. Religious Leave. The District recognizes that adherents of certain *bona fide* religions may have requirements due to the faith's designation of certain "holy days" during which adherents are prohibited from performing work and/or are required to attend religious services. As an expression of its commitment to diversity, tolerance, and religious freedom, the District shall permit adherents of such religions to utilize paid vacation, personal/emergency leave, accrued compensatory time, or unpaid leave at the employee's discretion in order to observe required "holy days." Employees may not utilize unpaid leave until all vacation, personal/emergency leave or compensatory time has been used.

In addition, and with the approval of the District, such employees may also be permitted to "flex" such time so that their lost hours will be made up without loss of pay to them. Hours which are flexed under this Section shall not be eligible for overtime or compensatory time compensation.

Employees who wish to have the value of their anticipated unpaid leave for religious purposes spread among the remaining paychecks for the year shall submit to the Human Resources Department a proposed calendar of vacation, personal and unpaid leave to be taken during the year no later than September 10th. Reductions to pay resulting from those leave days categorized as unpaid in accordance with this section shall then be spread evenly among the employee's remaining paychecks.

Section 9 – Sick Leave Bank

11.9.1 Purpose

The purpose of the Sick Leave Bank (SLB) is to extend to eligible employees additional sick leave days should a serious personal illness or injury causes the member to exhaust all accumulated paid leave.

11.9.2 Eligible Employees

Employees eligible for participation in the SLB must be actively employed members of the classified bargaining unit who have completed the probationary period. Only employees classified as regular employees are eligible to participate in the SLB. Exclusions from eligibility under this paragraph include, but are not limited to, limited term, substitute, temporary, and student employees and those employees serving their initial probationary period pursuant to Article 10.1.

11.9.3 Membership

Members of the SLB are eligible employees who have voluntarily elected to join by signing the required form and contributing accrued, unused sick leave as provided below. Membership in the SLB may be voluntarily terminated by submitting written notice to the Human Resources Department. Members who leave District employment are automatically terminated from membership in the SLB. All sick leave contributed to the SLB will remain in the SLB upon termination of membership in the SLB. An employee who has voluntarily terminated membership in the SLB will not be eligible for

membership for 12 months from the date of termination. After 12 months they may renew membership in accordance with enrollment procedure below.

11.9.4 Enrollment Procedure

Eligible full-time employees working eight hours/day or 40 hours/week who desire to become members may do so by contributing the equivalent of two workdays, 16 hours, of accrued, unused sick leave and signing the District's application form signifying voluntary membership within 30 calendar days of the effective date of this agreement. Eligible employees working less than eight hours/day or 40 hours/week must contribute the equivalent of two workdays to join, and follow the same procedure detailed above. (Example: An employee working four hours/day or 20 hours/week must contribute eight hours of accrued unused sick leave to join.)

Thereafter, eligible employees may elect to become members in the SLB during the month of May each year by completing the enrollment procedure.

An employee must have at least two sick leave days remaining in order to enroll.

The number of hours contributed to and drawn from the SLB will be based on the number of hours worked at time of enrollment.

Sick leave contributed to the SLB will be regarded as if it had been used by the employee for sick leave. Employees understand that sick leave contributed to the SLB is no longer credited to the employee's District sick leave account and, specifically, will not be reported to the Public Employee Retirement System (PERS) as accrued, unused sick leave.

11.9.5 Additional Contributions

In the event a request for additional SLB days is necessary, members must donate one day. If a SLB member is unable to donate one sick day, he/she can still be a member of the SLB, but the first one accrued sick day go automatically into the SLB. Members wishing to terminate their SLB membership before the automatic deduction must submit written notice to Human Resources.

11.9.6 Access to the Sick Leave Bank

Eligible employees may request sick leave from the SLB if they meet all of the following criteria:

- a. The member has exhausted all other forms of paid sick leave, personal leave, and vacation time as well as Short-Term Disability benefits.
- b. The member has not previously accessed the SLB during the current calendar year; subject to review in cases of extreme hardship.
- c. The member has experienced a serious personal physical illness, injury, or disability that prevents performance of the essential functions of the work assignment for the foreseeable future.
- d. The member submits the required form and attaches a doctor's written statement certifying personal physical illness, injury, or disability.

The maximum of leave that may be requested by a member shall be the equivalent of thirty (30) workdays; the minimum shall be the equivalent of five (5) workdays. These days shall be applied starting on the first day following the exhaustion of all accumulated paid sick leave, personal leave, and vacation time as well as Short-Term Disability benefits.

11.9.7 Oversight

Requests that meet the access criteria will be forwarded to the SLB Committee (SLBC) for review and decision-making at the next scheduled meeting after receipt by Human Resources. SLBC, made up of three (3) Association and three (3) District representatives will review and act on requests. SLBC may approve, modify, or deny the request after consensus has been reached if possible. If the committee fails to reach consensus, the Chapter President and the Director of Human Resource will review the information and make the final decision regarding the request. This decision will be final and not subject to the grievance procedures pursuant to Article 14.

The District will maintain the SLB records and provide a bi-annual report to the SLBC.

SLBC will review the available sick leave bank balance on a bi-annual basis to determine the need for additional member contributions. Additional member contributions will be limited to one occurrence per calendar year.

The SLBC will retain the right to terminate membership in the SLB and/or obtain financial reimbursement from a member in the event of sick leave bank fraud or misuse.

Any time remaining in the SLB on June 30th of each fiscal year will automatically roll to the next fiscal year to begin the SLB balance. The SLBC will review the accumulated balances the beginning of the year to determine whether there needs to be a sick leave contribution for the new fiscal year by current bank members.

ARTICLE 12 - LEAVE WITHOUT PAY

Section 1. Long-term Leave. An employee may be allowed leave without pay upon request and with the approval of the Superintendent/designee. Terms and conditions of the leave shall be reduced to writing, signed by both parties, and placed in the personnel file for future reference. The maximum period of time for which an unpaid leave may be granted shall be one (1) year. While on excused absence, employees shall have the option of remaining an active participant in employee insurance plans where permitted by the insurance company by contributing the amount of premium for such insurance.

An employee on leave without pay shall, at the end of such leave, be returned to that employee's position in the District prior to the leave. If an employee's leave under this paragraph is for more than one-half ($\frac{1}{2}$) of the work year, the employee shall be placed on the same step upon return to work. Increase in compensation that went into effect during the time the employee was on leave without pay shall be applied to the employee's compensation upon returning from leave.

Failure to return to work on the agreed-upon date shall result in the employee's forfeit of position. The position shall be declared vacant and open to employment.

Section 2. Childcare Leave. Notwithstanding the leave provided by law, an employee who has completed his/her probationary period may request and shall be granted leave for a period of up to ninety (90) days or, if greater, leave until the beginning of the next school year, in order to care for a newborn or newly adopted child who is under the age of five (5) years.

Section 3. Continuing Education. The District shall, contingent upon operational needs, allow the use of accrued vacation, unpaid leave, compensatory time, and/or personal leave days for the purpose of pursuing education that is related to the employee's current position in the District or another District position that the employee is interested in attaining.

ARTICLE 13 – INSURANCE

Section 1. Full-Time Employees

- a. Effective September 1, 2013, for coverage commencing October 1, 2013, the District agrees to provide insurance for the year (12 months) and to contribute up to one thousand seven dollars (\$1,007) per month toward the purchase of a mutually agreed-upon health, dental, life, vision, and short-term disability insurance plan for each eligible full-time employee in the bargaining unit. Any balance remaining can be applied to the cost of family insurance coverage for health, dental, vision, or group life insurance.
- b. Effective September 1, 2014, for coverage commencing October 1, 2014, the maximum District insurance contribution shall be increased to one thousand thirty two dollars (\$1,032) per month per eligible full-time employee.
- c. Effective September 1, 2015, for coverage commencing October 1, 2015, the maximum District insurance contribution specified above shall be increased to one thousand fifty seven dollars (\$1,057) per month per eligible full-time employee.
- d. The District agrees to establish Health Saving Accounts on behalf of those employees who wish to pick the High Deductible Plan H. Any amounts credited to members, in accordance with the stated maximum District contribution, not needed to pay the actual cost of monthly insurance premium on behalf of the employee will be deposited to the employees HSA account, subject to all legal requirements.
- e. An insurance pool is established using any amounts credited to members, in accordance with the stated maximum District contribution, not needed to pay the actual cost of monthly insurance premiums. For example, if the District insurance cap is \$982, and an employee's total actual cost for insurance premiums is \$882 per month, then \$100 per month will be credited to the insurance pool. This section will not apply if the employee has chosen the High Deductible Plan H and is participating in the Health Savings Account.

The pooling payment formula will be established each year during the month of September after the enrollment period by determining the difference remaining, if any, between the total amount that would be expended if each employee used his or her maximum cap allotment and the actual cost of insurance premiums attributed to each employee. The resulting amount contained in the pool will then be distributed by dividing that amount by the number of members whose actual premium amounts exceed the District cap. Each member over the cap will then be credited with an equal amount to go toward monthly insurance premiums.

No member will receive a total amount (District cap plus pool contribution) that exceeds their total insurance premium cost. Part-time members will receive a pro-rated amount equivalent to their percentage of the District cap.

If an employee's actual premium cost exceeds the District maximum contribution, along with the appropriate pool contribution, the remainder will be paid by the employee through a payroll deduction.

If changes in insurance coverage are made by employees following the enrollment period, and the result is an expenditure by the District in excess of the total pool amount, that expenditure shall be reimbursed to the District by withholding it from the next year's pool amount prior to the disbursement being calculated.

- f. Any eligible employee who works the regularly scheduled school year, shall receive insurance benefits for a full calendar year commencing on October 1st, and terminating on the following September 30th.

Any employee who commences employment or returns from a nonpaid leave after the beginning of the regularly scheduled school year shall receive insurance benefits beginning upon the first of the month following the month in which employment commenced. However, if the employee has been offered and has accepted a position with the District for the following school year, insurance benefit coverage shall be continued through September 30th.

If an employee is separated prior to the end of a school year, the District's payment of premiums for the employee's coverage shall cease as of the last day of the month he/she is employed.

Section 2. Part-time Employees

If part-time employees are eligible to be covered by the insurer, the District's maximum monthly per-employee contribution to such insurance under this Agreement shall be as follows:

- a. Employees who are regularly scheduled to work at least thirty-seven and one-half (37 ½) hours but less than forty (40) hours shall receive the same insurance contribution as described in Section 1 of this Article.
- b. Employees who are regularly scheduled to work at least thirty-five (35) hours per week but less than thirty-seven and one-half (37½) hours per week – \$926.00 effective October 1, 2013, \$949.00 effective October 1, 2014, and \$972.00 effective October 1, 2015m (92% of full-time cap).
- c. Employees who are regularly scheduled to work at least thirty (30) hours per week but less than thirty-five (35) hours – \$886.00 effective October 1, 2013, \$908.00 effective October 1, 2014, and \$930.00 effective October 1, 2015 (88% of full-time cap).
- d. Employees who are regularly scheduled to work at least twenty-five (25) hours per week but less than thirty (30) hours – \$594.00 effective October 1, 2013, \$609.00 effective October 1, 2014, and \$624.00 effective October 1, 2015 (59% of full-time cap).
- e. Employees who are regularly scheduled to work at least twenty (20) hours per week but less than twenty-five (25) hours – \$504.00 effective October 1, 2013, \$516.00 effective October 1, 2014, and \$529.00 effective October 1, 2015 (50% of full-time cap).

Contributions to the insurance coverage of part-time employees is only applicable if those employees are, in fact, eligible for such coverage under the Union's group plan with its contracting insurer.

Section 3. Leave Due to Time Loss Injury. If an employee is absent from work because of a job-related injury and his or her accumulated sick leave has been exhausted, the employee shall have the option of remaining an active participant in employee insurance plans where permitted by the insurance company by contributing the total amount of premium for such insurance.

Section 4. Insurance Committee. The District and the Union agree to jointly participate in an insurance committee for the purpose of examining ways in which insurance costs can be controlled for both parties. The specific guidelines and procedures of the committee will be mutually agreed upon by the District and the Union, but in no case will the committee have the authority to alter, modify, or amend this Agreement.

Section 5. Oregon Educators Benefit Board (OEBB)

- a. The parties agree that neither the Union nor the District will have the option of selecting any health insurance coverage other than those options provided by the OEBB, except as provided by law.
- b. The District's insurance contribution set forth in Section 1 shall be used to pay for health insurance coverage and any administrative fees associated with this coverage.

- c. The District contribution described in Sections 1 and 2 may be used by bargaining unit members to purchase only the following, regardless of the plans or options provided for by the OEGB; however, nothing herein is intended to bar bargaining unit members from purchasing other plans or options at their own costs: 1. Primary medical coverage; 2. Primary dental coverage; 3. Primary vision coverage; 4. Life insurance in the amount currently provided to bargaining unit members; 5. Short-term disability, with benefits no greater than that provided to bargaining unit members when this Agreement is ratified.

No employer contributions may be used towards coverage other than those listed above, and no funds will be paid back to employees as cash.

- d. Should the full-family rate under the OEGB, including all items in Section 6(c) of this Article, be less than the stated District maximum cap, the District's cap shall become that actual full-family rate. However, the District will revert to the agreed-upon contribution at any time the actual full-family rate exceeds the agreed-upon contribution.
- e. The District and Union agree that, to the extent permissible by law, the in-District pool set forth in this article shall continue in effect following the unit's entry into OEGB. No District insurance contributions shall be considered "unused" for purposes of the law until such contributions have been distributed pursuant to Section 1(d).

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1. Definitions.

- a. Grievance: A grievance is a claim by an employee or the Union based upon the interpretation, application, or violation of this Agreement.
- b. Grievant: A grievant is the person, persons, or the Union making the claim.
- c. Party in interest: The party in interest is either the person or persons making the claim or the persons against whom the claim is made.

Section 2. Purpose. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The District and the Union agree that all employees shall have the unqualified right to file grievances and neither the Union nor the District may take any action against any employee as a result of the employee's exercise of that right.

Section 3. Procedure

- a. Time Limits: These procedures should be processed as rapidly as possible, the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended only by written mutual consent of the parties involved at any level of the procedure. Days shall mean those days (normally Monday through Friday and excluding legal holidays) when the District office is open for business. Regardless of the day it is received, a grievance filing or response will be considered timely if postmarked one or more days prior to the last day allowed for its filing or response.
- b. Representation: Any grievant may be represented in all stages of the grievance procedure by himself/herself or by the Union. When an employee is not represented by the Union, the Union shall have the right to be present to state its views at all stages of the grievance procedure.
- c. Financial Responsibility: Each party shall pay any and all costs incurred by said party. Arbitration costs shall be borne equally by both parties.
- d. Resolution of Grievances: A grievance shall be considered resolved if: (a) the grievant(s) receives a satisfactory resolution to the grievance, or (b) the grievant(s) chooses to withdraw the grievance in writing, or (c) the grievant(s) fails to appeal the grievance to the next level within the number of days allotted at that level. The parties may mutually agree in writing to the initial filing of a grievance at Level Two or Three.
- e. Written Decision: Decisions rendered at Level One which are unsatisfactory to the grievant(s) and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Union.
- f. Statutory Appeal: Nothing in this article shall be construed as interfering with an employee's

statutory right to appeal a dismissal or demotion to the Board in accordance with ORS 332.544.

Section 4. Levels of Grievance. The parties may mutually agree to file a grievance at any Level of the grievance procedure in the event the Level One respondent does not have the authority to remedy or adjust the grievance.

Level One:

An employee with a grievance shall present the grievance to his/her immediate supervisor in writing on the established grievance form (Appendix D) within ten (10) days after the grievance becomes known to the aggrieved party. At that time, the grievant shall explain the nature of the grievance, the article(s) allegedly violated, against whom it is leveled, and what the grievant would consider an equitable solution to the grievance. From the date of the grievant's initial presentation of grievance, the immediate supervisor shall have five (5) days to respond to the grievance.

Level Two:

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance at Level One, the grievant may file the grievance with the Superintendent/designee within five (5) days after the decision at Level One was received or within ten (10) days after the grievance was presented at Level One, whichever is sooner.

Level Three - Arbitration:

- a. If the Union is not satisfied with the disposition of the grievance at the prior step, it shall have the right to submit the grievance to binding arbitration by forwarding notice of intent to arbitrate the grievance to the Superintendent's/designee's office not less than five (5) days after receipt of the decision at the prior step.
- b. Within ten (10) days after such written notice of submission to arbitration, the District and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall, thereafter, obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period or to subsequently obtain a commitment to serve from the selected arbitrator, a request for a list of seven (7) arbitrators may be made to the Employment Relations Board by either party. Upon receipt of the list of arbitrators, the Union and the District shall select an arbitrator by alternately striking names from the list. The party to strike the first name shall be determined by lot.
- c. The arbitrator so selected shall confer with the representative of the Board and the Union and hold hearings promptly and shall be requested to issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date written closing briefs are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall further be without power to add to, delete from, or otherwise modify the terms of this Agreement. The decision of the arbitrator shall be submitted to the

Board and the Union and shall be final and binding on the parties.

ARTICLE 15 - DISCIPLINE

Section 1. Just Cause. Except as provided for in Article 10 - Probationary Period, no employee shall be subject to written reprimand, suspension without pay, reduction in salary, disciplinary demotion, or termination without just cause. Any appeal of a written reprimand shall be limited to Level Two of the contractual grievance procedure.

Section 2. Representation. The employee shall have the right to have a Union representative present during any investigatory meeting that might reasonably be expected to result in disciplinary action up to and including termination of employment. When a representative is present, his/her role shall be limited to the following:

- a. The representative may inquire, at the outset of the interview, regarding its purpose, including inquiring about the general subject matter, of the questioning to follow;
- b. During the questioning of the employee by the employer, the representative may participate only to the extent of seeking clarification of questions;
- c. After the employer has completed the questioning of the employee, the representative may ask the employee questions designed to clarify previous answers or to elicit further relevant information;
- d. Before the end of the meeting, the representative may suggest to the employer other witnesses to interview and may describe relevant practices, prior situations, or mitigating factors that could have some bearing on the employer's deliberations concerning discipline.

ARTICLE 16 - WORK HOURS AND OTHER WORKING CONDITIONS

Section 1. Work Week. In accordance with applicable law, the District shall maintain a consistent beginning and end time and day of the workweek for the purposes of computing overtime.

Section 2. Lunch and Rest Periods. Employees shall receive a 15-minute break as close to the middle as conveniently possible of each continuous work period lasting the greater part of four (4) hours. Such breaks shall be scheduled by the employee's immediate supervisor.

A non-paid meal period of no less than thirty (30) minutes in duration or greater than one (1) hour in duration shall be allowed for all employees who work more than five (5) hours per day. The District may, at its discretion, also schedule a non-paid meal period for employees who work more than three (3) hours per day.

Section 3. Physical Examination. Physical examination required as a condition of employment will be performed by physicians designated by the Board and the cost thereof shall be paid by the District.

Section 4. School Closure and Delayed Start of School. When school is temporarily closed by decision of the Superintendent or designee due to inclement weather, natural disaster, or other emergency, the district shall inform those employees who are to report to work and at what time. During a period when class is not in session but employees are scheduled to work, those employees shall report for work unless specifically noted otherwise. When school is closed for the above reasons, there will be no reduction to the employees pay for that time lost. The Board may require the time lost to be made up by the employee with no additional pay. The District will determine how the lost time is made up, as long as the make-up time is not in excess of the actual time of the closure. The District shall insure that employees have the opportunity to make up such lost time not later than June 30 of each year. Should the District fail to provide adequate time for employees to make up lost time, the employee shall suffer no loss in pay. Should an employee fail to make up lost time, the days/hours not worked shall be paid to the District in the following order: 1) charged against any accumulated but unused compensatory time; 2) charged against unused personal leave time; and 3) charged against any accumulated vacation time. If the above accounts do not cover the amount of the lost time the remaining amount shall be deducted from the employee's pay at the end of the school year, the amount calculated by multiplying the number of hours of lost time not made up times their hourly rate of pay. If an employee who has not made up the lost time is terminated from employment (retires, resigns, or is discharged) prior to the end of the school year, the amount of the lost time, calculated as above, shall be deducted from his/her final pay. Twelve month employees who work forty hours a week do not typically have the opportunity to make up the lost time when school is closed. In the event the District requires make up days for all employees, twelve month employees can either take paid leave (vacation, personal leave), or unpaid leave, in lieu of making up the lost time. The provisions of this section shall not be construed as to interfere with the right of the District to lay off employees pursuant to Article 6 - Layoff and Recall of this Agreement.

Section 5. Mileage. Employees who are authorized to use their personal automobiles in their employment with the District shall receive mileage reimbursement at the established District rate.

Section 6. Job Titles and Descriptions. The District shall provide the Union, upon request, with copies of all job descriptions within the bargaining unit and shall notify the Union whenever any such descriptions are changed.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

Section 1. The District shall set aside a minimum of five thousand dollars (\$5,000) to encourage self-improvement of classified employees by work-related visitation, inservice, job-related training and college courses that are not related to the Bilingual Teacher Pathway (BTP) Program. Application for said monies shall be made directly to the Superintendent or his/her designee who shall approve or disapprove said requests. Said requests shall be made on appropriate forms which shall be provided by the District. Funds may be used for tuition and/or other costs directly related to admittance to the course or workshop.

Section 2. Any training required by the District shall be paid by the District.

ARTICLE 18 - COMPLETE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in full in this Agreement.

Section 2. The District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter that was bargained over during the negotiations leading up to this Agreement. Otherwise, this provision is not a waiver of the right or obligation to bargain over proposed changes in mandatory subjects of bargaining.

MEMORANDUM OF UNDERSTANDING

Vacation for Less-Than-Twelve-Month Employees

Employees who were last hired on or before July 1, 1983, shall be eligible for vacation in accordance with the following:

VACATION SCHEDULE

Months Worked Per Year	5	6	7	8	9	10	11	12	13	14
<i>Length of Service in Years</i>										
11 months	9	10	11	12	13	14	15	15	15	15
10-11 months	8	9	10	11	12	12	13	14	15	15
9-10 months	7	7	9	9	10	11	12	13	14	15

1. Vacation benefits due to employees shall be given in the form of salary at their regular rate of pay. Vacation benefits shall be paid during the month of June.
2. Vacation pay cannot be taken in the form of days off during the regular academic school year.
3. Before vacation benefits can be received, the employee shall accrue four (4) consecutive years of employment in the District. Upon completion of four (4) consecutive years of employment in the District, the employee then begins to earn vacation pay. At the end of the fifth (5th) year of employment, the employee has earned vacation pay according to the schedule above.

FOR THE UNION:

Jill Simmons 10/2/13
Date

FOR THE DISTRICT:

C. Larson
Date

APPENDIX A
CLASSIFIED SALARY SCHEDULE 2013-2014

Effective July 1, 2013 through June 30, 2014

JOB TITLES	GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Courier	1	\$9.75	\$10.18	\$10.59	\$11.11	\$11.64	\$12.18
Nutrition Services Assistant II, School Assistant	2	\$10.18	\$10.59	\$11.11	\$11.64	\$12.18	\$12.74
Receptionist	3	\$10.59	\$11.11	\$11.64	\$12.18	\$12.74	\$13.33
	3.5	\$10.86	\$11.40	\$11.92	\$12.45	\$13.03	\$13.66
Nutrition Services Assistant I	4	\$11.11	\$11.64	\$12.18	\$12.74	\$13.33	\$13.96
	4.5	\$11.40	\$11.92	\$12.45	\$13.03	\$13.66	\$14.29
	5	\$11.64	\$12.18	\$12.74	\$13.33	\$13.96	\$14.60
Educational Assistant, Library Assistant, Volunteer Coordinator	5.5	\$11.93	\$12.45	\$13.02	\$13.65	\$14.29	\$14.94
Assistant Secretary, In School Suspension, Library Assistant (HS)	6	\$12.18	\$12.74	\$13.33	\$13.96	\$14.60	\$15.28
Child Care Specialist, Nutrition Services Manager, PASS Clerk	7	\$12.74	\$13.33	\$13.96	\$14.60	\$15.28	\$15.97
Special Educational Asst, Site Supervisor	7.5	\$13.02	\$13.65	\$14.29	\$14.94	\$15.64	\$16.34
Custodian, Program Secretary, Campus Monitor, HS Athletic Secretary/Bookkeeper	8	\$13.33	\$13.96	\$14.60	\$15.28	\$15.97	\$16.74
Speech & Language Assistant	9	\$13.96	\$14.60	\$15.28	\$15.97	\$16.74	\$17.51
Home School Contact, Groundskeeper/ Maintenance, Lead Custodian, Health Assistant, Nutrition Services Wellness Specialist	10	\$14.60	\$15.28	\$15.97	\$16.74	\$17.51	\$18.37
	10.5	\$14.94	\$15.64	\$16.34	\$17.13	\$17.94	\$18.80
Head Custodian, Head Secretary	11	\$15.28	\$15.97	\$16.74	\$17.51	\$18.37	\$19.26
Head Custodian - HS, Valor/Heritage	12	\$15.97	\$16.74	\$17.51	\$18.37	\$19.26	\$20.16
Maintenance II, Career & Service Learning Specialist	13	\$16.74	\$17.51	\$18.37	\$19.26	\$20.16	\$21.12
Computer Technician, Therapeutic Recreation Specialist, Parent Involvement Specialist	14	\$17.51	\$18.37	\$19.26	\$20.16	\$21.12	\$22.16
Student Data System Specialist	14.5	\$19.32	\$20.25	\$21.22	\$22.24	\$23.31	\$24.43
Computer Network Specialist	15	\$21.12	\$22.16	\$23.20	\$24.31	\$25.47	\$26.70

APPENDIX B
CLASSIFIED SALARY SCHEDULE 2014-2015

Effective July 1, 2014 through June 30, 2015

JOB TITLES	GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Courier	1	\$9.85	\$10.28	\$10.70	\$11.22	\$11.76	\$12.30
Nutrition Services Assistant II, School Assistant	2	\$10.28	\$10.70	\$11.22	\$11.76	\$12.30	\$12.87
Receptionist	3	\$10.70	\$11.22	\$11.76	\$12.30	\$12.87	\$13.46
	3.5	\$10.97	\$11.51	\$12.04	\$12.57	\$13.16	\$13.80
Nutrition Services Assistant I	4	\$11.22	\$11.76	\$12.30	\$12.87	\$13.46	\$14.10
	4.5	\$11.51	\$12.04	\$12.57	\$13.16	\$13.80	\$14.43
	5	\$11.76	\$12.30	\$12.87	\$13.46	\$14.10	\$14.75
Educational Assistant, Library Assistant, Volunteer Coordinator	5.5	\$12.05	\$12.57	\$13.15	\$13.79	\$14.43	\$15.09
Assistant Secretary, In School Suspension, Library Assistant (HS)	6	\$12.30	\$12.87	\$13.46	\$14.10	\$14.75	\$15.43
Child Care Specialist, Nutrition Services Manager, PASS Clerk	7	\$12.87	\$13.46	\$14.10	\$14.75	\$15.43	\$16.13
Special Educational Asst, Site Supervisor	7.5	\$13.15	\$13.79	\$14.43	\$15.09	\$15.80	\$16.50
Custodian, Program Secretary, Campus Monitor, HS Athletic Secretary/Bookkeeper	8	\$13.46	\$14.10	\$14.75	\$15.43	\$16.13	\$16.91
Speech & Language Assistant	9	\$14.10	\$14.75	\$15.43	\$16.13	\$16.91	\$17.69
Home School Contact, Groundskeeper/ Maintenance, Lead Custodian, Health Assistant, Nutrition Services Wellness Specialist	10	\$14.75	\$15.43	\$16.13	\$16.91	\$17.69	\$18.55
	10.5	\$15.09	\$15.80	\$16.50	\$17.30	\$18.12	\$18.99
Head Custodian, Head Secretary	11	\$15.43	\$16.13	\$16.91	\$17.69	\$18.55	\$19.45
Head Custodian - HS, Valor/Heritage	12	\$16.13	\$16.91	\$17.69	\$18.55	\$19.45	\$20.36
Maintenance II, Career & Service Learning Specialist	13	\$16.91	\$17.69	\$18.55	\$19.45	\$20.36	\$21.33
Computer Technician, Therapeutic Recreation Specialist, Parent Involvement Specialist	14	\$17.69	\$18.55	\$19.45	\$20.36	\$21.33	\$22.38
Student Data System Specialist	14.5	\$19.51	\$20.45	\$21.43	\$22.46	\$23.54	\$24.67
Computer Network Specialist	15	\$21.33	\$22.38	\$23.43	\$24.55	\$25.72	\$26.97

APPENDIX C
CLASSIFIED SALARY SCHEDULE 2015-2016

Effective July 1, 2015 through June 30, 2016

The salary schedule for the 2015-2016 school year will be negotiated by the parties according to Article 9, Section 11 (c).

APPENDIX D



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

Note: Size adjusted to fit page

