



COLLECTIVE BARGAINING AGREEMENT

between the

CENTRAL SCHOOL DISTRICT 13J

and the

**OREGON SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 124**

2015 – 2018

A Member's Union
OSEA

AFT Local 6732

Contents

PREAMBLE/RECOGNITION.....3

ARTICLE 1: SEPARABILITY OF PROVISIONS4

ARTICLE 2: DISTRICT RESPONSIBILITIES AND RIGHTS4

ARTICLE 3: ASSOCIATION RESPONSIBILITIES AND RIGHTS4

ARTICLE 4: RIGHTS OF THE EMPLOYEES6

ARTICLE 5: CITIZEN COMPLAINT PROCEDURE6

ARTICLE 6: ASSOCIATION DUES7

ARTICLE 7: PROFESSIONAL GROWTH.....7

ARTICLE 8: WORKWEEK-OVERTIME.....8

ARTICLE 9: LUNCH AND REST PERIODS9

ARTICLE 10: SALARY / PROMOTION / RECLASSIFICATION9

ARTICLE 11: BENEFITS.....13

ARTICLE 12: PERSONNEL RECORDS.....14

ARTICLE 13: VACANCIES AND TRANSFERS.....15

ARTICLE 14: SENIORITY / LAYOFF / RECALL16

ARTICLE 15: VACATION AND HOLIDAYS21

ARTICLE 16: LEAVES.....22

ARTICLE 17: DISCIPLINE AND DISMISSAL28

ARTICLE 18: GRIEVANCE PROCEDURE.....30

ARTICLE 19: HAZARDOUS DUTY AND SAFETY EQUIPMENT32

ARTICLE 20: LABOR-MANAGEMENT COMMITTEE33

ARTICLE 21: TRANSPORTATION33

ARTICLE 22: MID-YEAR RETIREMENT36

ARTICLE 23: DURATION OF AGREEMENT36

EXPLANATION OF TERMS.....38

CLASSIFIED SALARY SCHEDULE 2015-1639

CLASSIFIED SALARY SCHEDULE - 2016-201740

CLASSIFIED SALARY SCHEDULE - 2017-2018.....41

PREAMBLE/RECOGNITION

This agreement is made July 1, 2015, by and between the Oregon School Employees Association Chapter 124 and Central School District 13J, Polk County, Independence, Oregon.

The District recognizes OSEA as the exclusive bargaining representative of all classified employees of the District and mid-year retiree classified employees as expressed in Article 22. Excluded are confidential and supervisory employees, as defined by Oregon law, as well as all substitute and temporary employees.

For purposes of this agreement the following definition of terms are:

SUBSTITUTE: Substitute's are employed on an on-call, as needed basis when it is expected that coverage will be needed for an absent employee.

TEMPORARY: A temporary employee shall be defined as one who has been issued a memorandum of temporary employment and is employed by the District for an assignment of limited duration not to exceed 90 work days, in a specific assignment. Should it become known that the temporary assignment will become permanent; the position will be filled per the terms set forth in Articles 10 and 11 as applicable. The terms and conditions for temporary employees shall be as follows:

1. No employee shall be employed as a temporary for more than 120 calendar days in a specific assignment, except as set forth below. If a temporary employee is employed for more than 90 work days in a specific assignment, the position shall be considered to be a bargaining unit position and will be filled per the terms set forth in Articles 10 and 11 as applicable.
2. With the mutual agreement between the Association and the District, the District may employ a temporary employee for a period that exceeds 90 work days to fill a position of known duration of one year or less which constitutes a special assignment, project, or experimental position, such as a limited duration grant funded position.
3. A copy of the temporary memorandum of employment will be provided to the Association president.
4. At the conclusion of their assignment with the District, temporary employees

shall have no right to continued employment with the District, and shall be considered terminated in good standing without any right of recall.

The Board of Directors of Central School District 13J is required by law to negotiate with its employees on matters concerning employment relations, which include, but are not limited to, matters of direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures, and other conditions of employment of persons in the bargaining unit. The parties, through negotiations in good faith, have reached agreement on such matters. The parties desire to execute this agreement.

This Agreement shall be effective to the extent permitted by law and does not waive either of the parties' positions with respect to collective bargaining laws.

ARTICLE 1: SEPARABILITY OF PROVISIONS

The invalidation of any part of this agreement by a court of competent jurisdiction will not affect the validity of parts of the agreement not declared invalid by the court. Upon request of either party, the part declared invalid shall be renegotiated.

ARTICLE 2: DISTRICT RESPONSIBILITIES AND RIGHTS

It is understood and agreed that the District retains all of the customary, usual and exclusive rights, functions and prerogatives to control, direct, and manage the affairs of the District, subject only to express limitations of this agreement.

ARTICLE 3: ASSOCIATION RESPONSIBILITIES AND RIGHTS

- 3.1 The Association may use meeting rooms and other District facilities in accordance with District policies applicable to parent-teacher associations and other service groups or community organizations.
- 3.2 The Association may post material relating to Association business on bulletin boards throughout the District facilities. The Association may distribute materials via in-district mail and in employee mailboxes. Association use of the District e-mail system shall

comply with the District's acceptable use policy. The Association shall indemnify, defend, and hold harmless the District against any claim, suit, or action brought as a result of the use of the inter-district mail service by or on behalf of the Association.

- 3.3 The Association may duplicate Association materials on District duplicating equipment provided the Association reimburses the District for the cost of materials and supplies and any repairs required.
- 3.4 The District shall make available to the Association Chapter President copies of the agenda of future meetings of the Board and official minutes of all Board meetings at the same time as these materials are sent to District officials.
- 3.5 Representatives of the Association may have access to an employee's work area upon request during the employee's break times and lunch time and before and after the employee's work hours.
- 3.6 Information
 1. Upon written request, the District agrees to furnish within a reasonable time to the Association all public information necessary for its functioning as exclusive bargaining representative. The District may charge the Association reasonable fees for costs incurred in providing the information.
 2. The District will electronically make available on the District's website a copy of this contract for each employee in the bargaining unit. Printed copies will be made available upon request.
 3. If the District schedules bargaining or grievance handling sessions during the workday, Association representatives shall be released without loss of pay.
- 3.7 The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, handicap, race, color, creed, national origin, political affiliation, or membership in the Association. The Association shall share equally with the District the responsibility for applying this provision of the contract. Grievances under this section may not be carried to arbitration.

3.8 Association Leave

The Association president or designee and up to three other employees selected by the president shall be granted up to two days leave without pay to attend the state annual OSEA conference when conference days are scheduled during normal workdays of the employee conference delegates. The Association will notify the District personnel office at least two weeks in advance of the dates of absence and the names of those employees attending and will pay for the cost of a sub if one is hired.

3.9 The District will allow up to four hours per month of time release for the chapter president to improve communications and contract knowledge, and to problem-solve with bargaining unit members. Such time release will be granted only after prior approval of the respective building principals or supervisors. The local chapter of the Association will reimburse the District up to four hours per month for substitute pay if a substitute is needed.

3.10 Association release time other than that described in Section 3.9 may be granted at the sole discretion of the Superintendent. The Superintendent's decision in this regard is not subject to the grievance procedure. During the release time period, the District will pay the employee the salary and benefits he/she would have received if working. Salary payments will be made on the dates that all other bargaining unit employees are paid. Upon payment, the District will bill the Oregon School Employees Association for the amount of the employee's salary, benefits and payroll costs.

ARTICLE 4: RIGHTS OF THE EMPLOYEES

4.1 Employees have the right to organize and engage in Association activities.

4.2 Criticism of an employee by the Board, Superintendent or other administrator shall be made in confidence and not in the presence of students, other employees, parents or during public gatherings.

ARTICLE 5: CITIZEN COMPLAINT PROCEDURE

5.1 Any complaint regarding an employee made to any member of the administration by any parent, student or member of the public which with administration feels significant

enough to reduce to writing, shall be discussed with the employee including the name of the complainant, the specific complaint and date of the complaint within ten (10) working days of the time the complaint is received by the principal, unless it is impractical to do so within such time limit because of the absence of one or both parties in which case discussion will occur as soon as practical upon return of the absent party or parties.

- 5.2 Such complaints which are not discussed with the employee as described in 5.1 above shall not be considered in the evaluation process or placed in his/her personnel file.

ARTICLE 6: ASSOCIATION DUES

- 6.1 The District agrees to deduct from the wages of each member of the bargaining unit the dues of the Association.
- 6.2 The District agrees to transmit the dues deducted with a check off list to the state office of the Oregon School Employees Association and local chapter by the 15th of each month following payroll deduction.

ARTICLE 7: PROFESSIONAL GROWTH

- 7.1 Employees will be paid at their hourly rate for District directed training that occurs outside of their regular work hours.
- 7.2 Employees will be provided paid time to complete mandatory yearly trainings.
- 7.3 Tuition Reimbursement – Each year, a tuition reimbursement fund of \$5000 will be budgeted for use by Classified Employees for career improvement under the supervision of the administration. Reimbursement shall be restricted to the cost of tuition only, at the Oregon resident rate for public state colleges or universities. Credits taken at a private institution will be reimbursed at PSU's rate. Credits will be reimbursed upon the employee providing the District with proof of payment and successful completion of a class at a "C" level or higher (2.0 on a 4.0 point scale or equivalent). Only course work that an employee completes on their own time, at their own expense will be considered for tuition reimbursement. All course work must be job-related or related to a promotional path in the District. These funds shall be available on a first-come, first

served basis until the funds are expended. Employees who leave employment with the District prior to completing one full year of service after receiving tuition reimbursement will have the amount reimbursed deducted from their final paycheck.

ARTICLE 8: WORKWEEK-OVERTIME

- 8.1 Overtime: Employees will be paid one and one-half (1 ½) times their normal rate of pay for any work performed in excess of forty (40) hours in one workweek. Overtime may only be worked after obtaining prior approval from the employee’s administrator/manager. Employees working overtime without obtaining prior permission may face possible disciplinary consequences.

Approved overtime must be recorded using the standard process for reporting time worked and is subject to approval by the administrator/manager authorizing the overtime work.

- 8.2 Compensatory Time: The District may, at its discretion, grant compensatory time in lieu of paying overtime for any time worked in excess of forty (40) hours in one week. Such compensatory time shall be granted at the rate of one and one-half (1 ½) hours per hour worked in excess of forty (40) in one week.

Such compensatory time must be used in blocks of no less than one-half (½) of a day at a time, unless otherwise authorized by the District. Compensatory time may be used at any time during the current fiscal year at a time mutually agreeable to the administrator/manager and employee. Cash payment for unused compensatory time during the fiscal year will be included in the first regular paycheck following the end of the fiscal year.

Compensatory time must be recorded in the same manner as overtime, described above. Compensatory time may only be taken after advance notification to, and approval from, the employee’s administrator/manager.

- 8.3 Exchange Time: The District may, at any time, allow employees to make temporary changes to their work schedule. For example, an employee may, at the District’s discretion, be allowed to leave work an hour early on Monday in exchange for working

an hour later on Tuesday. In such a situation, the extra hour worked on Tuesday is neither overtime nor compensatory time. No exchange time will be counted as overtime or compensatory time unless the schedule change results in the employee working more than forty (40) hours in one week.

- 8.4 Requests for exchange time must be made to the employee's administrator/manager, who has discretion to either approve or deny such a request.

ARTICLE 9: LUNCH AND REST PERIODS

- 9.1 Employees shall receive a scheduled 15-minute break during each continuous four-hour work period. Each employee working five hours or more shall have an unpaid 30-minute scheduled lunch period free of assigned duties.

Supervisors may adjust the time scheduled for breaks and lunch periods as needed.

ARTICLE 10: SALARY / PROMOTION / RECLASSIFICATION

- 10.1 Benefit eligible employees (3.5 hrs or more) will be paid in 12 equal payments. Staff hired prior to July 1, 2015 may continue with 10 month pay if previously selected.
Non-benefit eligible employees will be paid in 10 equal payments.
- 10.2 The salary schedule in effect for the 2015-2016 year shall be arrived at by increasing the 2014-15 salary schedule by 3%. The salary schedule in effect for 2016-2017 shall be arrived at by increasing the 2015-2016 salary schedule by 2%. The salary schedule in effect for 2017-2018 shall be arrived at by increasing the 2016-2017 salary schedule by 2%.
- 10.3 Salary Schedule Placement
- A. Every July 1, employees eligible for a step will receive a one step increase. Less than 12 Month Employees: Due to the staggered nature of start dates for different classifications, increases based on changes in the salary schedule will take effect based on the reporting date reflected on an employee's Memorandum of Employment.

- B. In order to be eligible to receive the step increase, employees new to the District must have completed one-hundred-twenty (120) workdays for the District prior to July 1.
- C. Regardless of duration of employment with the District, in order to be eligible for the step advancement, an otherwise eligible employee must have completed one-hundred-twenty (120) workdays during the work year beginning the prior July 1 and ending on June 30. For employees hired earlier than the preceding July 1, time spent on FMLA/OFLA leave, will be counted toward the required one-hundred-twenty (120) workdays.
- D. For the purpose of this article, in all cases, an employee will be considered to have completed a workday on any day on which the employee was on paid status, to include but not limited to paid sick leave, vacation or a holiday.
- E. New employees without experience relevant to the performance of the job will be placed at step one of the salary schedule.
- F. Employees who have completed one year at step 6 shall be placed at the appropriate longevity step on the salary schedule based on years of continuous service to the District – 10, 15 or 20. Longevity steps are calculated at 1% above the previous step on the applicable salary schedule.
- G. Temporary summer employment will be paid based on the salary schedule in effect prior to July 1 of each year.

10.4 Public Employees Retirement System

The District agrees to pick up and assume each employee's contribution to the Public Employees Retirement System (PERS), in accordance with the administrative rules established by PERS. In the event the District's PERS contribution increases by ten (10) percent or greater in a single year, both parties agree to reopen the economic provisions of the contract and use the expedited process set forth in ORS 243.698. The parties understand that if no Agreement has been signed after the 90 day bargaining period, the

procedure set forth in ORS 243.712 will be followed and mediation may continue past the 90 day bargaining period.

10.5 Promotion

Changes in position involving new duties with greater responsibilities shall be accomplished by moving the employee affected to the salary step in the new salary range which provides a salary increase at least 30 cents per hour higher than he/she was receiving prior to the change or to the first step on the new salary range, whichever is greater. Prior experience relevant to the new position will be considered for higher step placement at the discretion of the District.

10.6 Working Out of Classification

An employee temporarily assigned by the District to replace an absent employee who is in a higher classification shall be considered to be working out of classification. If the employee is assigned the position for 4 or more hours in any one shift or day, that employee shall be entitled to the rate of pay that is the step in the new classification range which provides a salary at least 30 cents per hour higher than the salary he/she was receiving prior to the assignment, or the rate of the first step of the new classification range, whichever is greater.

10.7 Transfer to Lower Classification

- A. Voluntary: An employee voluntarily transferred to a lower classification shall be placed in the proper range and the corresponding step to which the employee's years of experience in the District qualify said employee. Prior to voluntary demotion, the employee shall be notified of the range and salary of the classification to which he/she will be assigned.

- B. Involuntary: An employee involuntarily transferred to a lower classification for the convenience of the District, and for reasons other than reduction in force and discipline, shall be paid at the same rate of compensation as he/she received in the higher classification up to 120 calendar days. The employee will thereafter be paid at the range prescribed for his/her lower classification but shall be placed

on the new pay range at a step where the rate of pay is at least equal to his/her previous pay rate, or at the top step of the range, whichever is less.

10.8 Classification Committee

A committee comprised of up to three (3) Association members and up to three (3) District representatives will convene to make recommendations to the Superintendent or designee concerning the salary schedule placement of individuals who believe that the duties they are currently performing are more properly within a different existing job classification. The committee will meet within 15 working days of any request for reclassification.

The committee will consider the merits of the reclassification request based on whether the majority of the employee's current assigned duties more accurately match his or her current job description or the job description of the existing position proposed by the employee.

The recommendation of the committee will be issued in writing to the Superintendent within 10 working days of the above referenced meeting. The Superintendent will either approve or deny the committee's recommendation, and will issue a written decision within 10 working days of receipt of the committee's recommendation. Approved reclassifications will become effective on the date the Superintendent issues written approval. Only the Superintendent's denial of the reclassification request that has been approved by the committee may be grieved pursuant to the grievance procedure contained in this Agreement; no decision of the committee is subject to the grievance process.

10.9 Leadership Stipend – Classified staff assigned to serve on the District or building Leadership Team will be paid a stipend commensurate with their licensed counterparts.

10.10 The District and Association agree to convene a joint committee for the purpose of evaluating the District's interpreting and translation needs and impact on classified employees. The committee shall provide the District and Association with a recommendation for review by December 1, 2015 which will be subject to mutual agreement between the Association and the District.

ARTICLE 11: BENEFITS

Insurance

11.1 Employees may select from Moda Plan H or Kaiser Plan 3 or an equivalent plan if the plan design or names change. Employees not eligible for either plan will be enrolled in Plan G or an equivalent plan if the plan design or names change.

11.2 The District will contribute the full cost of the premium for Moda Plan H or Kaiser Plan 3; Moda Dental Plan 2 or Willamette Dental; Moda Vision Plan 2 under the Tiered model and a \$30,000 Life/ADD plan with an HSA contribution for both the 2015-16 and 2016-17 benefit years for all full time employees working six (6) or more hours per day.

Part Time employees, 3.5 – 5.99 hours per day, will receive a contribution equal to 75% of the total contribution made by the District as outlined above including Life/ADD. Part time employees are not eligible for an HSA/HRA district contribution.

11.3 Health Savings Account (HSA): Full time employees electing to participate in an eligible high deductible health plan as described by IRS codes may be eligible to participate in a Health Savings Account provided all criteria is met under the rules and regulations set forth by the IRS.

Employees eligible to participate in a Health Savings Account will receive an HSA contribution with the following amounts for the 2015-2017 benefit years:

| | |
|-------------|---|
| Empl Only | \$275 per month for a total of \$3,300 per benefit year |
| Empl+Spouse | \$275 per month for a total of \$3,300 per benefit year |
| Emp+Child | \$275 per month for a total of \$3,300 per benefit year |
| Family | \$275 per month for a total of \$3,300 per benefit year |

New hire maximum subject to proration.

The District will front load the full annual contribution, based on need, upon receiving a written request from an employee. In the event that an employee separates from employment prior to earning the full contribution, the difference will be deducted from the final paycheck.

Subject to IRS limits, up to an additional \$100 per month, \$1,200 total will be contributed to the HSA account if an employee chooses not to enroll in the Dental and Vision plans.

Employees may make additional contributions into such accounts up to the annual maximums allowed by the IRS.

Part time employees selecting Plan H must contribute \$25 per month minimum to an HSA if required under OEGB rules.

Those full time staff not eligible for an HSA under IRS rules will be eligible for Kaiser Plan 3 with an equal contribution to an HRA as would have been contributed to an HSA.

Plan G, a high deductible plan which does not require that it be tied to an HSA will be available for those staff that do not qualify for Plan H due to IRS limitations and do not want to select Kaiser Plan 3. The premium for Plan G exceeds the premium cost for Plan H or Kaiser Plan 3. A contribution to an HRA less the difference in the cost of the maximum contribution made for the higher premium paid for either Plan H or Kaiser Plan 3 will be made.

- 11.4 Opt-out: Employees who are double covered by other group coverage may opt-out of medical insurance or medical, dental and vision insurance. Employees choosing to opt-out shall receive a District contribution to a Health Reimbursement Account (HRA) with the following amounts:
- Employees working six (6) or more hours will be eligible for the following amounts:
- Medical/Dental/Vision Opt-Out: \$725 per month for a total annual contribution of \$8,700
 Medical Only Opt-Out The full opt-out less the cost of the family premium for dental/vision.
- Employees working 3.5-5.9 hours will be eligible for the following amounts:
- Medical/Dental/Vision Opt-Out: \$544 monthly for a total contribution of \$6,528
 Medical Only Opt-Out: The full opt-out for part time less the cost of the family premium for dental/vision.
- New hire maximum subject to proration.
- 11.5 In the event that the total contribution expensed for the 2015-16 fiscal year is less than the budgeted dollars for 2015-16, as specified in the 2015-16 budget document the difference will be held in reserve to be applied in addition to the 2016-17 budgeted cap of \$1,215.28 per full time equivalent to offset the premium increases in 2016-17 if needed.
- In the event the 2016-17 rates under the provisions provided cause the costs to exceed the budget cap (including a 3% pad) plus reserve as outlined, the Association and the District will meet to determine how the HSA/HRA contribution will be reduced at each tier level to maintain the budgeted cap of \$1,215.28 per full time equivalent plus reserve, if any. The adjustment will not apply to the Opt-Out amounts.
- 11.6 Reopener: the parties will meet to negotiate the 2017-2018 insurance contribution per the terms set forth in Article 23 Duration of Agreement.
- 11.7 All required physicals will be paid for by the District.

ARTICLE 12: PERSONNEL RECORDS

- 12.1 The personnel records of employees shall be kept in the District’s Human Resources_ office. Employees shall be made aware of and asked to sign any evaluations or information of a critical nature before it is placed in the file. Employees have the right to inspect their personnel files upon request to the Human Resources office.
- 12.2 Employees may attach a written statement of explanation to any item placed in their personnel file.
- 12.3 Employees may request the removal of any item from their personnel file. Such requests are subject to approval by the Superintendent.

12.4 Contents of an employee's personnel file shall not be released to another school district or prospective employer without written permission of the employee. The personnel file shall be accessible to the Superintendent, any District administrator or their designees.

12.5 The performance of all classified employees shall be evaluated in writing as follows:

1. Employees within the twelve-month probationary period shall be evaluated at least once within the first six months.
2. Employees beyond the probationary period shall be evaluated at least once every other year.
3. When a classified employee spends a significant part of each day working with a licensed employee, the supervisor and/or the classified employee may request that the licensed employee provide input prior to the evaluation.
4. The contents of employee evaluations are not subject to the grievance procedure.

ARTICLE 13: VACANCIES AND TRANSFERS

13.1 Notice of all job openings shall be posted at the time they are opened on the District website. A copy of all job openings shall be provided to the Association Chapter President. Posting and notification shall be at least seven (7) calendar days prior to the closing of the open position and shall include job description and qualifications, location, and salary level.

13.2 An employee may request a transfer or consideration for a vacancy by writing a cover letter outlining the request to Human Resources. Consideration shall be given to the general welfare of the District and the employee before a transfer is granted. All transfers will be subject to the final approval of the Superintendent.

13.4 An employee may be transferred within his/her classification as is necessary, so long as the transfer does not result in a lower salary.

13.5 The District supports a policy of filling bargaining unit positions from within its staff. To support this policy, the District shall obligate itself to waive the screening process, thus enabling any staff to become a finalist for the vacancy in any bargaining unit position for

which the employee is qualified. In the event that more than one current employee applies for a position, seniority will be given consideration.

- 13.6 An employee not hired for a position for which he/she has applied shall receive notice that the position has been filled and the reason(s) the employee was not selected.
- 13.7 An employee may request an interview with the Human Resources Office for the purpose of assessing the employee's qualifications for positions within the District.
- 13.8 Bargaining unit employees who are interested in summer work should submit a letter of interest upon the announcement of an open summer position(s). Bargaining unit employees shall be considered for summer work before outside candidates are considered.
- 13.9 Bargaining unit employees shall be given priority for temporary assignments during break periods. This section will only be applicable to employees who are not regularly scheduled during those break periods.

ARTICLE 14: SENIORITY / LAYOFF / RECALL

- 14.1 Seniority shall be defined as the total length of continuous service as a bargaining unit member, beginning with the most recent date of hire. All authorized leaves shall be computed as time worked for purposes of determining seniority. Employees who are laid off and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of layoff.
- 14.2 For purposes of this Article, a reduction in force shall be defined as a reduction in the work hours of a position of more than two (2) hours per day or the complete elimination of a position or positions. Reductions of less than two (2) hours per day will not entitle employees to bump into other positions but will entitle them to recall rights for 27 months should work hours within their job title and building become available and if such hours do not conflict with building scheduling. The District shall determine when such reductions in force are necessary. If the District decides that a reduction in force is necessary, and upon taking action to implement a reduction in force, the District shall provide the association Chapter president with a list of the position(s) to be eliminated

along with a seniority list for the employees within the affected classification(s). In the event of a reduction in force, all temporary employees within an affected classification shall be laid off before regular employees.

- 14.3 The least senior employee in the affected job titles will be laid off, unless the District determines that a more senior employee should be laid off on the basis of comparative job performance or the district's operational needs for special occupational skills. The employee identified as the one to be laid off shall be notified at least thirty (30) days prior to the effective date of the reduction in force.
- 14.4 Classification families are a group of job title(s) that are functionally related to one another in such a way that duties, responsibilities and qualifications within the classification group permit incumbents to transfer skills from one job within the classification family to another. The listing of jobs within the classification family is in rank order, with the most skilled jobs listed at the top. Thus, the skills involved in performing higher ranked job functions are presumed to be transferable to jobs ranked below them. An employee who has been selected for layoff may bump a less senior employee holding a different, lesser paying position within the same classification family.
- 14.5 No employee shall be entitled to bump into a position of a greater number of hours per day and the District shall not be required to split a position to allow for bumping.
- 14.6 An employee in a position selected for a reduction as defined in section 11.2 may move into a vacant position that he or she previously held with the district, either within or outside his or her current classification family under the following circumstances:
 - a. The employee had at least satisfactory evaluations while working in the prior position.
 - b. The employee was not removed from the position for disciplinary reasons; and
 - c. The employee worked in that position for the District and demonstrates to the District the ability to perform the functions of the position as described by the job description. Employees moving into previously held positions would have 10

days to demonstrate their ability to perform the duties of the position.

- 14.7 Recall rights shall exist for 27 months from the date of layoff. Recall shall be in inverse order of layoff from each position.
- 14.8 Each employee on layoff shall keep the District informed of his/her current address for recall notification.
- 14.9 Employees will be given recall notification by certified mail, return receipt requested, sent to the last address given by the employee to the District Office. The employee will have seven (7) working days from the date of certified postmarked of such notice to notify the District of his/her intention to return on the date specified by the District. Employees failing to accept the same or substantially the same position offered in a timely manner shall be considered to have waived the right to recall. Substantially the same, for the purposes of this article, shall mean a position that provides at least 80% of the former monthly salary. The employee must return within fourteen (14) working days of receipt of the notice of recall, unless another return date is mutually agreed upon with the District.
- 14.10 Upon recall, the employee shall be placed on the salary step on which he/she was placed prior to the layoff. One step movement shall be granted if the employee had completed 120 work days in the work year at the time of layoff.
- 14.11 An employee will not forfeit his/her rights to recall should he/she take a lesser hour position and/or a job in a lower classification. Employees who accept a position with fewer hours than they had prior to layoff shall remain on the recall list for those hours which they had prior to the layoff until the end of the 27 month period following the layoff.
- 14.12 If no employee from a classification remains on the recall list, the District will fill open positions in accordance with Article 10 of this agreement.
- 14.13 The District will continue to provide the same insurance benefits as were provided prior to layoff to any employee laid off during the school year through the second month following the month of layoff. After that time, employees who are laid off may continue

in the District's group insurance programs at their own expense as long as premiums are paid in advance each month until resignation or the expiration of the recall period, whichever comes first. Upon recall, employees shall have restored the accumulated sick leave recorded for them at the time of layoff.

14.14 Upon request, the District agrees to provide the Association a complete list of all classified employees, including each employee's date of hire and total experience in job classification and in the District.

14.15 For purposes of this Article, the job classification families shall be as follows:

Group 1: Cook V
Cook IV
Cook III
Cook II

Group 2: Transportation Dispatch
Driver Trainer
Bus Driver
Van Driver
Bus Monitor
Transportation Assistant/Crossing Guard

Group 3: Instructional Assistant IV
Instructional Assistant III
Instructional Assistant II/ISSDRM/*After School Tutor

Group 4: Vocational Trainer / Transition Specialist

Group 5: Home School Consultant

Group 6: High School Paraprofessional Librarian
Elementary/Middle School Paraprofessional Librarian

Group 7: Administrative Assistant III

Administrative Assistant II
Administrative Assistant I/ Receptionist

Group 8: General Ledger Specialist
Accounts Payable Clerk
Bookkeeper
Accounting Clerk I

Group 9: Maintenance III
Maintenance II
Maintenance I
Custodian III
Custodian II
Custodian I
District Facilities Custodian

Group 10: Mechanic III
Mechanic I

Group 11: Technology Support Specialist

Group 12: Printer

Group 13: Day Care Coordinator

Group 14: Family Outreach Coordinator
*After School Coordinator

Group 15: Health Coordinator.

*After School positions include elementary, middle and high school levels.

ARTICLE 15: VACATION AND HOLIDAYS

15.1 Vacation

- A. Twelve month employees are eligible for vacation time only after working six months for the District.
- B. Vacation will generally be during the summer and at other times agreed upon by the supervisor.
- C. Vacation time may be accrued up to one additional full year beyond the current year with the approval of the employee's supervisor and the personnel director.
- D. Twelve month employees shall accrue vacation time on a monthly basis beginning with the first full month or major part of a month worked as follows:
 - 1. Month 1 through month 60 at 7 hours per month.
 - 2. Month 61 through 120 at 10 hours per month.
 - 3. After month 120 at 14 hours per month.
- E. Vacation time may be used up to the amount earned only. Vacation leave shall not accrue during an unpaid leave of absence.
- F. Employees not eligible for vacation, who become eligible for vacation by a change in position or length of contract, will be credited for all immediately prior continuous service in determining the amount of vacation to which the employee is entitled. Placement on the vacation schedule will be calculated by using days worked divided by 260 to determine equivalent years of service. Placement will always be rounded down.

15.2 Holidays

- A. The following holidays will be granted with pay.
 - 1. New Year's Day
 - 2. Presidents' Day

3. Memorial Day
4. Independence Day (12 month employees only)
5. Labor Day
6. Veterans' Day
7. Thanksgiving Day
8. Christmas Day
9. Martin Luther King Day (if granted to the teacher's association as a paid holiday)

- B. Less than 12 month employees who work through Independence Day will receive Independence Day as a holiday.

ARTICLE 16: LEAVES

16.1 Leave Request/Reporting/Review

All leave shall be requested and reported through the District approved method, stating the reason for the leave (except in the case of discretionary leave), for review and approval by the employee's administrator/manager and/or Superintendent's designee.

Employees who leave employment with the District prior to earning leave that has been used shall have the value of the unearned leave withheld from their final paycheck.

Any abuse or misuse of leave may result in discipline, up to and including dismissal.

16.2 Sick Leave

- A. Employees are granted one (1) day of sick leave for each month of employment or prorated share. Sick leave shall be credited on the first day of employment for the fiscal year. Sick leave pay is based upon the employee's normally scheduled number of hours per work day. Employees who leave employment with the District prior to earning sick leave that has been used shall have the value of the unearned sick leave withheld from their final paycheck.
- B. Sick leave benefits are available to employees incapacitated by illness or injury or

for doctor appointments and medical treatments and may be used without loss of pay, up to the total days accumulated. Sick leave may be used in increments of one (1) hour or more unless it is necessary for the District to retain a substitute, in which case they will be used in half or full days.

- C. Employees shall be credited with the unused portion of their annual sick leave on June 30, and such unused sick leave shall accumulate without limit.
- D. When an employee requests to use sick leave benefits in excess of five consecutive days, or where a pattern of leave usage exists that calls into question the validity of the leave (such as repeated use of leave on Fridays), the District may require verification from a physician that illness or injury prevents the employee from working.
- E. Requests for sick leave shall be made to the building principal or the employee's administrator/manager at least twenty-four (24) hours in advance, if possible.
- F. Upon the exhaustion of the two (2) family illness days, bargaining unit members may use sick leave prior to using discretionary leave.

16.3 Other Leaves

A. Family Illness

All regular employees will be granted two (2) days of family illness leave annually for illness in the immediate family. Family illness leave is not cumulative. "Immediate family," under this section, shall be defined as the employee's spouse or domestic partner, parent, parent-in-law, sibling, son or daughter in law, child, grandchild, grandparent, or any member of the employee's household.

B. Discretionary Leave

All regular employees who work four (4) or more hours per day will be granted three days of paid leave annually. Discretionary leave may not be used for litigation against the District. Less than twelve month employees whose

contracts are at least 215 days in length are eligible for one additional day of discretionary leave, for a total of four days annually. Discretionary leave is not cumulative. At the end of the fiscal year, employees will be compensated for up to three (3) days of unused discretionary leave at the step 1 rate of the employee's salary classification.

Discretionary leave is not to be used on days before or after vacation periods without prior administrator/manager approval.

C. Bereavement Leave

Up to five (5) days noncumulative leave with pay shall be granted for any death in the employee's family. "Family," under this section, shall be defined as the employee's spouse or domestic partner, parent, parent-in-law, sibling, son or daughter in law, child, grandchild, grandparent, or any member of the employee's household. Leave may be granted by the Superintendent for other bereavement leave. Upon request to the Superintendent, additional bereavement leave may be granted.

D. Family and Parental Leave

1. Upon request, an employee shall be granted an unpaid leave of absence for up to one (1) year for pregnancy, child care, and adoption.
2. Such leave shall be unpaid and benefits will be provided at District expense for up to twelve (12) weeks. No credit for experience on the salary schedule shall be allowed unless the employee completes one-hundred-twenty 120 work days that fiscal year.
3. This leave may be extended upon request of the employee and approval of the Superintendent but at no time shall this leave exceed two (2) years.
4. Unused accumulated sick leave shall be restored to the employee upon his/her return.

5. Any leave granted under this section shall run concurrently with applicable statutory leave. Employees shall not be required to satisfy FMLA/OFLA eligibility to access leave under this section.

E Jury Duty/Court Leave

Classified employees who are called for jury duty shall be excused for such service at no loss of salary. The amount received for jury duty, except for any reimbursement of expenses, shall be deducted from the salary of the employee by the District. Should an employee be released from jury duty before 11:00 a.m., the employee shall report for the remainder of his/her work shift.

Classified employees subpoenaed to appear in court on a matter related to their employment with the District shall suffer no loss of pay for work time missed. Time missed by an employee who is a litigant against the District, or who is a plaintiff or defendant in a matter not related to their employment with the District shall not be paid under this section.

F. Unpaid Leave

Unpaid leave may not be requested until all discretionary and vacation (if applicable) has been exhausted.

16.4 Emergency School Closure / Delayed Opening

- A. In the event that students are not required to attend school because of inclement weather or other emergencies, only designated personnel will be required to report for work. These people will be identified by the District. Personnel required to report for work will be paid time and one half for the days(s) or hour(s) worked. If an employee works less than their memorandum hours, the remaining hours will be paid at the regular wage rate.

Less than 12 month employees shall be paid their regular wages for any period during which the district and/or their worksite is closed due to an emergency, but may be required to make up the equivalent amount of time without additional

pay.

- B. Twelve (12) month employees who do not want to incur a reduction in pay resulting from an emergency closure day may use available personal leave, compensatory time or vacation time.

If students are dismissed early, classified employees will be allowed to leave following the students' departure. If school openings are delayed, employees are expected to report to work one-half hour before the rescheduled student opening unless otherwise notified by their supervisor.

16.5 Sick Leave Bank

- A. The purpose of the sick leave bank of Central School District 13J shall be to extend to those members additional sick leave days should an illness or injury cause a member to exhaust his/her accumulated sick leave days.
- B. Either at time of hire or within the month of September each year, each employee may contribute an initial two (2) days of his/her sick leave allowance to a common bank. Further yearly contributions shall be permitted to maintain the number of hours necessary to bring the bank to an approximate goal of 1400 hours at all times, with contributions to be made as determined by the Association. Such contributions are irrevocable. Only employees who have contributed days to the bank may apply for days from the bank.
- C. After completion of six months (6) of work for the District employees are eligible to use days from the sick leave bank subject to the following procedure:

Upon depleting personal sick leave, discretionary leave, and accrued vacation, and after obtaining a doctor's statement certifying a physical illness or injury rendering a member unable to perform duties listed on an employee's job description for a period of more than ten (10) work days, an employee may request days from the bank. A committee composed of three (3) or five (5) members appointed by the Association will act immediately upon the request. The committee shall grant the request if: (1) District records show that the

employee has exhausted his/her sick leave; (2) the employee is a contributing member of the sick leave bank according to B. above; (3) the employee has experienced a physical illness or injury that has prevented him/her from performing his/her job requirements for more than ten (10) days and a doctor has certified in writing this physical illness or injury; (4) there are sufficient days in the sick leave bank to cover the request; and (5) the employee is not currently receiving any Workers' Compensation or district paid short-term disability benefits.

- D. The decision of the committee is final. If the request is denied, the employee shall be informed in writing as to the reason for the denial.
- E. If the request is approved, the committee shall notify Personnel Services and resulting days, including the first ten (10) days of the illness or injury if personal sick leave, discretionary leave and accrued vacation were not available for those days, will be charged to the bank until further notice, but in no case more than a total of fifty (50) days, proportionate to the employee's number of regular working hours, of sick leave from the sick leave bank will be approved per individual member in any one (1) school year.
- F. The District shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank, which shall not be greater than 1400 hours per school year. Annually the District shall notify the Association in writing of accumulated days and days charged to the bank that year.
- G. Membership shall be terminated by written request of the employee or by the end of employment with District. Previously donated days shall remain in the bank. At the time of retirement under PERS, current members of the sick leave bank may contribute an additional two days to the bank, proportionate to the employee's number of regular working hours.

16.6 On The Job Injury

Unpaid leave for injury when such injury occurs on the job shall be allowed for the time the employee is unable to perform the duties of the job and has exhausted sick leave,

but the District shall not be obligated to continue such leave for more than three (3) years. If the employee has accrued sick leave, he or she must use such leave at the rate necessary to make up the difference between the employee's regular pay and the benefits received from the worker's compensation carrier.

The District will continue to provide medical insurance, in conformance with the contract, as long as the employee is on paid sick leave. Once an employee has exhausted paid leave but is still receiving benefits under this section, he or she may remain on the District's insurance plan by self-paying the total amount of the premium in accordance with carrier and District guidelines.

16.7 Extended Leave of Absence

Up to one (1) year unpaid leave of absence may be granted to a classified employee after three (3) consecutive years of service in the District and with the consent of the Superintendent or designee. The employee shall notify the District at least sixty (60) days prior to the commencing of the leave. Employees on leave will notify the District in writing of their intent to return at least ninety (90) days prior to the conclusion of the leave. The employee shall be reinstated to a similar position and maintain his/her position on the salary schedule.

An employee on an extended leave of absence will have the option of continuing the insurance program by prepaying his/her insurance premium monthly in accordance with carrier and District guidelines.

ARTICLE 17: DISCIPLINE AND DISMISSAL

17.1 Employees may be dismissed, suspended or demoted based upon just cause. Prior to the effective date of any dismissal, the employee shall be afforded an opportunity to request a pre-termination hearing with the Superintendent or designee.

17.2 Dismissed, suspended or demoted employees may request a hearing before the School Board. Such a request must be made in writing and must be submitted to the Superintendent within 15 calendar days of receipt of notice of suspension, demotion or dismissal. Failure to request a hearing within such time shall constitute a waiver of the

right to a hearing.

- 17.3 The hearing will be in private unless the employee requests in writing that it be held in public.
- 17.4 An employee cannot be dismissed for performance reasons without first having the supervisor:
1. Identify deficiencies in writing;
 2. Provide assistance for improvement; and
 3. Provide a reasonable time for improvement.
 4. Employees may have disagreements or explanations attached to performance documents placed in personnel files.
 5. Numbers one through three of this section will apply to employees beyond the 12-month probationary period only.
- 17.5 Employees shall not be disciplined or reprimanded without due process. Due process in this agreement means:
1. The employee must be given written notice of charges against him/her before disciplinary action is taken.
 2. The employee required to attend an investigatory meeting regarding a matter which may result in dismissal of the employee shall be given the reasons for the meeting in advance of the meeting.
 3. The employee shall have the right to have an OSEA representative present at any meeting of an investigatory nature with a supervisor or the District, in which he/she reasonably believes, might result in disciplinary action.
 4. All information forming the basis of disciplinary action will be made available to the employee at the employee's request.
- 17.6 The provisions of this article may be grieved to Step 2 (Superintendent), and, in the case of dismissal, or demotion, may be appealed to the Board pursuant to ORS 326.555. The

decision of the Superintendent at Step 2, or of the Board in the case of dismissal or demotion, shall be final and shall not be subject to review by an arbitrator or by the Employment Relations Board pursuant to a (1)(g) claim.

ARTICLE 18: GRIEVANCE PROCEDURE

18.1 Purpose

The purpose of this procedure is to secure, at the lowest possible step, equitable solutions to problems which may from time to time arise affecting classified employees. Both the administration and the classified employees shall keep these proceedings informal and confidential as may be appropriate at any step of the procedure.

18.2 Definitions

- A. Grievance — A complaint by a classified employee, group of employees, and/or the Association of an alleged violation, misinterpretation, or inequitable application of a portion of this collective bargaining agreement.
- B. Grievant/Aggrieved — The person, persons, and/or the Association who have the grievance and are presenting the complaint.
- C. Immediate Supervisor — The person who has direct administrative or supervisory responsibilities for the aggrieved and the authority to resolve the issue.
- D. Time — Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the District to submit a reply within the specified time limits shall permit the aggrieved to proceed to the next level. For purposes of this article, “days” shall mean Monday through Friday, normal District business days.
- E. Representative — A member or employee of the Oregon School Employees

Association, designated by the Association, who may speak for and/or advise the grievant at any time during the course of the grievance procedure.

- F. Association — The Oregon School Employees Association which legally represents the classified personnel of Central School District 13J.

18.3 Steps of the Grievance Procedure

- A. Step One — Informal

The grievant shall discuss the grievance with his/her immediate supervisor within 15 days from the occurrence or of the employee's first knowledge. The supervisor shall respond to the grievance as quickly as reasonable, but not later than 10 days after the grievance is first discussed.

- B. Step Two — Supervisor

If the grievance remains unresolved, the grievant shall submit the grievance in writing to the supervisor within 10 days of the receipt of the immediate supervisor's reply. The written grievance shall include: (a) a clear statement of the grievance and related facts, (b) specific identification of the specific portion of the contract allegedly violated, (c) a clear statement of the specific remedy sought. The supervisor shall respond to the grievant in writing within 10 days of the receipt of the grievance.

- C. Step Three — Superintendent

If the grievance remains unresolved, the grievant shall submit the grievance set forth in Step Two in writing to the Superintendent within 10 days of the receipt of the supervisor's written decision. The Superintendent or his/her designee shall meet with the employee's immediate supervisor and the employee within 10 days of the receipt of the grievance.

After the hearing and a review of the correspondence and relevant facts, the Superintendent or designee shall respond to the grievance in writing within 10

days of the meeting.

- D. If the grievance remains unresolved, the grievant may, with the concurrence of the Association, appeal the grievance as set forth in Step Three in writing to arbitration within 10 days of the grievant's receipt of the Superintendent's decision and in the following manner:
- 1) The written notice of an appeal will be made to the Superintendent and the parties will attempt to jointly select an arbitrator. Failing to do so, a written request for a list of arbitrators shall be made, within 10 days of the appeal to arbitration, to the Employment Relations Board (ERB) by either party. The parties shall then be bound by the rules and procedures of the ERB in the selection of an arbitrator.
 - 2) The arbitrator shall have no authority to add to, subtract from or change any of the terms of the agreement, except as specifically modified in any other article of the agreement. The arbitrator shall confine himself to the issues submitted for arbitration. The arbitrator's award shall be final and binding on all parties.
 - 3) The arbitrator's fees and expenses shall be equally shared by the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

ARTICLE 19: HAZARDOUS DUTY AND SAFETY EQUIPMENT

- 19.1 Any employee who is required to work in a hazardous situation shall receive adequate training for such situations or duties. The District shall provide any and all safety equipment which would be required for the protection of the employee who is required to perform hazardous duty. If safety equipment is not available, no employee shall be required to perform any hazardous duty. Employees are required to bring safety concerns and problems to the attention of their supervisors.
- 19.2 If a classified employee is assaulted or threatened in connection with District employment, the classified employee will immediately notify the supervisor in writing.

Employees who feel the appropriate protocol or policy has not been followed will use the District complaint process currently in place.

ARTICLE 20: LABOR-MANAGEMENT COMMITTEE

- 20.1 A Labor-Management Committee shall be established for the term of this Agreement. The Committee is established as a result of a mutual desire to develop better day-to-day communication practices and to maintain a mutually beneficial relationship through the use of ongoing communications.
- 20.2 The Committee shall be composed of up to four (4) Association representatives, and up to four (4) District representatives. Each party shall be responsible for selecting its representatives.
- 20.3 The Committee shall meet monthly, unless neither party has issues it wishes to discuss.
- 20.4 Each party may bring issues to the Committee that involves the working relationship between the District and the Association. Issues that are site-specific or classification-specific are appropriate. Personal issues regarding an individual employee shall not be appropriate subjects for discussion. In discussing issues, the Committee shall make efforts to maintain confidentiality when necessary.
- 20.5 The Committee shall be without power to modify, alter, delete from, or add to the collective bargaining agreement. The Committee is not intended to circumvent the traditional collective bargaining relationship between the parties. The Committee shall further be without power to resolve grievances that have officially been filed.

ARTICLE 21: TRANSPORTATION

21.1 Route Assignment

The District shall be responsible for determining transportation routes. A regular-route selection process will be developed by the District after consultation with the Association regarding the procedure to be utilized in the assignment of those routes. The process will be implemented based on classification seniority and shall occur at the beginning of each school year.

21.2 Wait Time

Drivers will be paid at their full rate for all time spent waiting at the location to which they have driven while on an assigned trip, except in the case of multi-day trips. Pay for time spent waiting on multi-day trips is addressed in section 18.5, 3.

21.3 Call-Back

Transportation employees who are “called back” to work, including being called back for a mandatory meeting, after having left work following the end of their shift shall be compensated for a minimum of one hour of work, or for the actual amount of time spent working, whichever is greater.

21.4 Down Time

If a driver must be removed from driving duties to stay in compliance with federal guidelines regarding the maximum hours allowable that may be driven while on an assigned trip, the driver will be compensated at his/her regular rate of pay.

21.5 Extra Trips

Drivers who accept extra trips, thereby giving up all or part of their normal route, shall be compensated for a minimum of two hours in the event that the extra trip in question is canceled at such a time that it is not possible for the driver to drive his or her regular route.

1. Single day trips: Five school days prior to the end of the month, those trips that are scheduled to occur during the following month will be posted on the trip calendar. Drivers will have three school days from the date of the posting to submit their requests. At that time trips will be assigned in descending order of seniority (senior driver gets first pick; second in line gets first pick of remaining trips, etc.). If no driver has requested the trip per the process set forth above, the trip will be assigned at the discretion of the Transportation Supervisor.
2. Short notice trips: Any trip received after the above process is complete will be

posted as a short notice trip. Short notice trip postings will bear the date and time of their posting.

- A. Trips received at least four school days in advance of the trip: Drivers will have one school day from the time the trip is posted to submit requests to drive the trip. At that time trips will be assigned in descending order of seniority (senior driver gets first pick; second in line gets first pick of remaining trips, etc.) If no driver has requested the trip per the process set forth above, the trip will be assigned at the discretion of the Transportation Supervisor.
 - B. Any trip received by the Transportation Department with three or fewer school days notice will be assigned at the discretion of the Transportation Supervisor.
3. Multi-day trips: Trips will be assigned by random drawing. Drivers with children or grandchildren currently enrolled in the class who are participating in the trip will note that on their request and will be drawn first. Requests will be submitted and trips will be assigned within the time limits set forth in items 1 and 2 above. If no requests have been submitted, multi-day trips will be assigned at the discretion of the Transportation Supervisor.

Drivers who drive multi-day trips for the District shall be paid for all time spent driving and waiting, in accordance with the terms and provisions of the parties' collective bargaining agreement. Provided, however, that time between 10 p.m. and 8 a.m. does not count as wait time and is unpaid, unless the driver is actually still waiting for an event to conclude prior to driving students to lodging or another site.

- 4. Should a driver "lose" an assigned trip because of an action by the District (other than the fact that a team loses in a playoff game), the driver will receive the next available open trip for which they apply, irrespective of seniority, if the driver notes on the request from the previous calculation.
- 5. Should a driver remove themselves from a trip, thereby "losing" an assigned trip,

the replacement driver will be assigned by the Transportation Supervisor and no replacement trip will be provided.

ARTICLE 22: MID-YEAR RETIREMENT

Upon mutual agreement between the District and the Classified employee, the Classified employee may retire mid-year through the Public Employee Retirement System and continue working through the remainder of the year under the terms and conditions as stated on the original Memorandum of Employment issued at the beginning of the year.

Mid-year retirement will constitute a break in service and the employee’s seniority and accumulated sick leave will revert to zero, with no seniority being earned for the remainder of the memorandum of employment. Twelve-month employees will have the balance of their earned vacation hours paid out at the time of PERS retirement. No vacation will accrue post PERS retirement.

Retiree will continue to receive the District’s contractual agreed upon contribution toward medical, dental and vision insurance. All parties acknowledge life insurance coverage beyond retirement is not applicable due to insurance carrier rules.

ARTICLE 23: DURATION OF AGREEMENT

23.1 This Agreement shall become effective July 1, 2015 and will remain in full force and effect to and including June 30, 2018, and shall continue from year to year thereafter unless either party gives notice by April 1, 2018 or by April 1 of each year thereafter of its desire to amend or modify the Agreement.

23.2 The parties will reopen bargaining on or before May 1, 2017 for the limited purpose of negotiating the health insurance provisions for the 2017-18 year.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

OSEA Chapter President Date

Superintendent Date

OSEA Negotiations Chair Date

Board Chair Date

EXPLANATION OF TERMS

ARBITRATION, BINDING: A dispute settlement procedure whereby a neutral third party, after a hearing, renders a decision that is binding on the parties. Compliance with an arbitrator's award (binding) can be enforced through court action.

BARGAINING UNIT: ORS 243.650 is the collective bargaining law allowing for exclusive representation of a group (unit) excluding supervisors and confidentials. Subsections (6) and (23) of the law define supervisor and confidential.

GOOD FAITH BARGAINING: The type of bargaining an employer and an exclusive representative must engage in to meet their bargaining obligation. The parties are required to meet at reasonable times and to bargain in good faith with respect to matters within the scope of bargaining. Neither party, however, is required to agree to a proposal or to make a concession.

PROBATION: The probationary period is recognized as an extension of the selection process and is the period of time, not to exceed twelve (12) calendar months, immediately following appointment as a regular employee, or as a temporary employee subject to the conditions stated below. The "just cause" standard set forth in the "Discipline and Dismissal article of the Agreement does not apply to employees removed from service during the probationary period. The period of time immediately following initial appointment as a temporary employee will be applied toward completion of the probationary period should the temporary employee be hired as a regular employee in the classification, position and work location in which they served as a temporary employee.

CLASSIFIED SALARY SCHEDULE 2015-16

| 1.03 | 2015-16 Schedule | | | | | | | | | |
|------|--|-------|-------|-------|-------|-------|-------|-------------------------------|-------------------------------|-------------------------------|
| | POSITION | 1 | 2 | 3 | 4 | 5 | 6 | 10 years - 1% longevity | 15 years - 1% longevity | 20 years - 1% longevity |
| A | Crossing Guard Cook II | 12.18 | 12.62 | 13.05 | 13.51 | 13.99 | 14.70 | 14.85 | 14.99 | 15.14 |
| B | Transportation Assistant | 12.77 | 13.21 | 13.69 | 14.15 | 14.67 | 15.39 | 15.54 | 15.70 | 15.85 |
| C | Bus Monitor Instructional Assistant I | 13.39 | 13.87 | 14.35 | 14.86 | 15.38 | 16.15 | 16.31 | 16.48 | 16.64 |
| D | Van Driver Cook III, Baker Accounting Clerk I Custodian I District Facilities Custodian Instructional Assistant II ISSDRM After School Tutor | 13.72 | 14.19 | 14.71 | 15.21 | 15.74 | 16.54 | 16.71 | 16.87 | 17.04 |
| E | Mechanic I Admin. Asst. I/Receptionist Instructional Assistant III Custodian II Cook IV | 14.41 | 14.92 | 15.44 | 15.99 | 16.54 | 17.39 | 17.56 | 17.74 | 17.91 |
| F | Instructional Assistant IV Bus Driver Printer | 15.27 | 15.82 | 16.36 | 16.94 | 17.53 | 18.42 | 18.60 | 18.79 | 18.97 |
| G | After School Coordinator Health Coordinator Day Care Coordinator Home School Consultant Vocational Trainer Transition Specialist Family Outreach Coordinator | 15.97 | 16.52 | 17.10 | 17.71 | 18.31 | 19.24 | 19.43 | 19.63 | 19.82 |
| H | Custodian III Admin. Asst. II Elem/ML-Para Librarian | 16.82 | 17.42 | 18.03 | 18.65 | 19.31 | 20.27 | 20.47 | 20.68 | 20.88 |
| I | Bookkeeper (CHS/TMS) HS Para Librarian Assess/Data Coordinator Admin. Asst. III Transportation Dispatch | 17.62 | 18.25 | 18.89 | 19.55 | 20.22 | 21.25 | 21.46 | 21.68 | 21.89 |
| J | Driver Trainer Maintenance I | 18.31 | 18.98 | 19.64 | 20.33 | 21.04 | 22.07 | 22.29 | 22.52 | 22.74 |
| K | Voc Service Coordinator Sign Language Interpreter Accounts Payable Clerk | 19.03 | 19.69 | 20.39 | 21.10 | 21.85 | 22.92 | 23.15 | 23.38 | 23.61 |
| L | Cook V Maintenance II Mechanic III | 19.72 | 20.41 | 21.14 | 21.88 | 22.63 | 23.76 | 24.00 | 24.24 | 24.48 |
| M | Tech Support Specialist | 20.45 | 21.17 | 21.92 | 22.66 | 23.07 | 24.24 | 24.48 | 24.72 | 24.97 |
| N | Maintenance III General Ledger Specialist | 22.07 | 22.85 | 23.63 | 24.47 | 25.33 | 26.58 | 26.85 | 27.12 | 27.39 |

CLASSIFIED SALARY SCHEDULE - 2016-2017

| 1.02 | 2016-17 Schedule | | | | | | | | | |
|------|--|-------|-------|-------|-------|-------|-------|-------------------------------|-------------------------------|-------------------------------|
| | POSITION | 1 | 2 | 3 | 4 | 5 | 6 | 10 years - 1% longevity | 15 years - 1% longevity | 20 years - 1% longevity |
| A | Crossing Guard Cook II | 12.43 | 12.87 | 13.31 | 13.78 | 14.27 | 14.99 | 15.14 | 15.29 | 15.45 |
| B | Transportation Assistant | 13.03 | 13.48 | 13.96 | 14.44 | 14.96 | 15.70 | 15.85 | 16.01 | 16.17 |
| C | Bus Monitor Instructional Assistant I | 13.66 | 14.15 | 14.63 | 15.16 | 15.69 | 16.47 | 16.64 | 16.80 | 16.97 |
| D | Van Driver Cook III, Baker Accounting Clerk I Custodian I District Facilities Custodian Instructional Assistant II ISSDRM After School Tutor | 13.99 | 14.48 | 15.00 | 15.52 | 16.05 | 16.87 | 17.04 | 17.21 | 17.38 |
| E | Mechanic I Admin. Asst. I/Receptionist Instructional Assistant III Custodian II Cook IV | 14.70 | 15.22 | 15.75 | 16.31 | 16.87 | 17.73 | 17.91 | 18.09 | 18.27 |
| F | Instructional Assistant IV Bus Driver Printer | 15.58 | 16.14 | 16.68 | 17.28 | 17.88 | 18.78 | 18.97 | 19.16 | 19.35 |
| G | After School Coordinator Health Coordinator Day Care Coordinator Home School Consultant Vocational Trainer Transition Specialist Family Outreach Coordinator | 16.28 | 16.85 | 17.44 | 18.06 | 18.68 | 19.63 | 19.82 | 20.02 | 20.22 |
| H | Custodian III Admin. Asst. II Elem/ML-Para Librarian | 17.16 | 17.77 | 18.39 | 19.03 | 19.70 | 20.68 | 20.88 | 21.09 | 21.30 |
| I | Bookkeeper (CHS/TMS) HS Para Librarian Assess/Data Coordinator Admin. Asst. III Transportation Dispatch | 17.98 | 18.62 | 19.27 | 19.94 | 20.62 | 21.67 | 21.89 | 22.11 | 22.33 |
| J | Driver Trainer Maintenance I | 18.68 | 19.36 | 20.03 | 20.74 | 21.46 | 22.51 | 22.74 | 22.97 | 23.20 |
| K | Voc Service Coordinator Sign Language Interpreter Accounts Payable Clerk | 19.42 | 20.09 | 20.80 | 21.53 | 22.28 | 23.38 | 23.61 | 23.85 | 24.08 |
| L | Cook V Maintenance II Mechanic III | 20.12 | 20.82 | 21.56 | 22.31 | 23.08 | 24.24 | 24.48 | 24.72 | 24.97 |
| M | Tech Support Specialist | 20.85 | 21.59 | 22.36 | 23.11 | 23.53 | 24.72 | 24.97 | 25.22 | 25.47 |
| N | Maintenance III General Ledger Specialist | 22.51 | 23.30 | 24.10 | 24.96 | 25.83 | 27.12 | 27.39 | 27.66 | 27.94 |

CLASSIFIED SALARY SCHEDULE - 2017-2018

| 1.02 | 2017-18 Schedule | | | | | | | | | |
|------|--|-------|-------|-------|-------|-------|-------|-------------------------------|-------------------------------|-------------------------------|
| | POSITION | 1 | 2 | 3 | 4 | 5 | 6 | 10 years - 1% longevity | 15 years - 1% longevity | 20 years - 1% longevity |
| A | Crossing Guard Cook II | 12.68 | 13.13 | 13.58 | 14.06 | 14.55 | 15.29 | 15.44 | 15.60 | 15.76 |
| B | Transportation Assistant | 13.29 | 13.75 | 14.24 | 14.72 | 15.26 | 16.01 | 16.17 | 16.33 | 16.49 |
| C | Bus Monitor Instructional Assistant I | 13.93 | 14.43 | 14.93 | 15.46 | 16.00 | 16.80 | 16.97 | 17.14 | 17.31 |
| D | Van Driver Cook III, Baker Accounting Clerk I Custodian I District Facilities Custodian Instructional Assistant II ISSDRM After School Tutor | 14.27 | 14.77 | 15.30 | 15.83 | 16.37 | 17.21 | 17.38 | 17.56 | 17.73 |
| E | Mechanic I Admin. Asst. I/Receptionist Instructional Assistant III Custodian II Cook IV | 14.99 | 15.53 | 16.06 | 16.63 | 17.21 | 18.09 | 18.27 | 18.45 | 18.64 |
| F | Instructional Assistant IV Bus Driver Printer | 15.89 | 16.46 | 17.02 | 17.63 | 18.24 | 19.16 | 19.35 | 19.55 | 19.74 |
| G | After School Coordinator Health Coordinator Day Care Coordinator Home School Consultant Vocational Trainer Transition Specialist Family Outreach Coordinator | 16.61 | 17.19 | 17.79 | 18.42 | 19.05 | 20.02 | 20.22 | 20.42 | 20.62 |
| H | Custodian III Admin. Asst. II Elem/ML-Para Librarian | 17.50 | 18.12 | 18.75 | 19.41 | 20.09 | 21.09 | 21.30 | 21.51 | 21.73 |
| I | Bookkeeper (CHS/TMS) HS Para Librarian Assess/Data Coordinator Admin. Asst. III Transportation Dispatch | 18.34 | 18.99 | 19.65 | 20.34 | 21.04 | 22.11 | 22.33 | 22.55 | 22.78 |
| J | Driver Trainer Maintenance I | 19.05 | 19.75 | 20.44 | 21.15 | 21.89 | 22.96 | 23.19 | 23.43 | 23.66 |
| K | Voc Service Coordinator Sign Language Interpreter Accounts Payable Clerk | 19.80 | 20.49 | 21.22 | 21.96 | 22.73 | 23.84 | 24.08 | 24.32 | 24.57 |
| L | Cook V Maintenance II Mechanic III | 20.52 | 21.24 | 21.99 | 22.76 | 23.54 | 24.72 | 24.97 | 25.22 | 25.47 |
| M | Tech Support Specialist | 21.27 | 22.02 | 22.80 | 23.58 | 24.00 | 25.22 | 25.47 | 25.72 | 25.98 |
| N | Maintenance III General Ledger Specialist | 22.96 | 23.77 | 24.58 | 25.46 | 26.35 | 27.66 | 27.93 | 28.21 | 28.50 |