

**Agreement**

**between**

**North Powder School District 8J**

**and**

**Oregon School Employees Association  
Chapter #123**

A Member's Union  
**OSEA**

AFT Local 6732

**2018-2021 (Updated May 2019)**

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PREAMBLE

This Agreement is made and entered into between North Powder School District #8.1 (hereinafter "District" or "Board") and Oregon School Employees Association, Chapter 123 (hereinafter "Association").

In accordance with the provisions of current Oregon laws and regulations promulgated thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE 1— RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for all classified employees of the District, excluding supervisory, confidential, temporary, and substitute employees.
- B. Definitions:
  - 1. Temporary Employee - person employed to perform a specific function or job or to work for a specific length of time not to exceed sixty days.
  - 2. Substitute Employee - A person employed to perform the work of an absent classified employee.

ARTICLE 2 — COMPENSATION

Definitions:

- 1. Full-time employee: Any employee working four (4) hours or more per day.
  - 2. Part-time employee: Any employee working less than four (4) hours per day.
- A. Appendix A contains the wage schedules for 2018-2019, 2019-2020, and 2020-2021, and by this reference is incorporated into this article.

Effective July 1, 2018, step advancement shall occur for eligible employees. After step advancement, current Step 1 on the salary schedule shall be eliminated with the remaining steps renumbered and a new Step 12 shall be added to the salary schedule. Each step on the 2017-2018 salary as re-numbered shall be increased by 3%.

In 2019, the parties will re-open this Agreement for negotiation of compensation for contract year 2019-2020. Each step on the 2019-2020 salary shall be increased by 3%.

In 2020, the parties will re-open this Agreement for negotiation of compensation for contract year 2020-2021.
  - B. Employer shall pay up to the six percent (6%) employee contribution to PERS.
  - C. Employees will be reimbursed at the current IRS mileage rate prevailing on the first day of school for use of their own automobile for approved school activities. Approval must be secured from the superintendent or designee prior to the use.
  - D. Annually, employees may elect to have their paychecks issued on a ten or twelve month basis (annual wage divided into equal amounts) or will be paid for actual hours worked in the current pay period.
  - E. Each pay period, employees will have their pay electronically deposited into their personal bank accounts unless a payroll check is requested by the employee.

ARTICLE 3 — INSURANCE

- A. For 2018-2019, the District will provide, for each eligible full-time employee a \$1475.00 cap per month, per employee to be utilized to pay medical, dental, and vision insurance premiums.
- For 2019-2020, the District will provide, for each eligible full-time employee a \$1,550.00 cap per month, per employee to be utilized to pay medical, dental, and vision insurance premiums.
- In 2020, the parties will re-open this Agreement for negotiation of insurance for contract year 2020-2021. Such premiums shall be provided to the carrier authorized to provide health benefits pursuant to Oregon State laws and regulations. The insurance carrier and coverage shall be selected by the Association from the State-approved carriers.
- The District agrees to deduct from the salaries of the classified personnel upon written authorization for premiums for Board-approved insurance programs for costs in excess of the District contribution.
- B. Employees may self-select a High Deductible Health Plan (HDHP) and have any money differential between the cost of the above mentioned plan and the insurance cap placed into an approved Health Savings Account (HSA).
- C. Employees newly hired by the District shall be eligible for District-paid insurance on the first day of the month following the month work commenced.
- D. The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
- E. The District will not be obligated and shall not pay for any medical, dental, and/or vision expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.
- F. Flexible Spending Account: For full-time employees, beginning their second consecutive year of employment, who elect to opt out of District-provided insurance, upon submission of proof of double health insurance coverage shall receive a \$250.00 per month contribution towards a 125 Plan made available by the District.

ARTICLE 4-PAID LEAVES

- A. Bereavement Leave
- The District shall provide four (4) days of paid bereavement leave per occasion. Additional leave shall be charged against accrued sick leave upon the request of the employee. The following are the persons who will qualify the employee for bereavement pay: immediate family plus siblings, grandparents, grandchildren, and in-laws. Exceptions may be made at the discretion of the District.
- The District shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leave. The paid bereavement leave in this section shall run concurrently with leave under OFLA. The definition of "family members" under OFLA may be different than the definition of "qualified persons" under this section. The additional unpaid leave provided under OFLA will only apply for family members defined under the law.
- B. Personal Leave
- I. The District will grant three (3) personal leave days with pay for full-time employees per school year and four (4) personal leave days for full-time 12 month employees.

2. Requests to the District for personal leave shall be made at least one (1) day before taking such leave (except in the case of an emergency). There may be times when a personal leave day is in conflict with the needs of the District; therefore all requests are subject to approval from the District
3. Personal leave may be accumulated as follows: Full-time classified employees may carry up to two (2) unused personal leave days forward to the next year. Full-time classified employees will accumulate no more than six (6) days during any one year. In the event that a classified employee cannot carry forward unused personal leave days, the classified employee will be reimbursed for the unused personal leave day (s) at his/her regular rate of pay and number of hours (100% of his/her daily rate).
4. Personal leave shall not be used in less than one (1) hour increments.

#### C. Sick Leave

1. If sick for more than four (4) consecutive days a doctor's verification of illness may be required.
2. Sick leave shall be granted to all employees who are absent from work due to personal illness or injury or for any other reason set forth in ORS 653.616, which shall include the illness or injury of family members. For the purposes of this Agreement, "family members" shall be defined as spouse, child, grandchild, parent, grandparent, in-law, sibling, any individual living in the employee's home, or any person with whom the employee was or is in a relationship of in loco parentis. Additional "family members" may be identified at the discretion of the District.
3. Each employee is entitled to accumulate an unlimited number of days of sick leave at a rate of ten (10) days per school year or one day per month employed, whichever is greater.
4. The total sick leave allowance shall be available to employees on the first working day of each school year. In the event an employee is dismissed or resigns prior to the end of the work year and has used more sick leave than has been accumulated on a one (1) day per month rate, the excess sick leave pay shall be deducted from the employee's final paycheck.
5. Upon request each member of the bargaining unit will be provided a written accounting of his/her use and accumulation of sick leave.
6. The District shall comply with all provisions of the Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), which entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

#### D. Sick Leave Donations

On an as needed basis, bargaining unit employees may share their accrued sick leave with other bargaining unit employees who become seriously ill or injured and who do not have sufficient sick leave days to cover their absence.

1. Employee donations are completely voluntary.
2. Each bargaining unit employee may donate up to two (2) days per request of said employee's sick leave from previous years' accrual in one (1) day increments.
3. To be eligible to receive donated sick leave, the employee must be absent from work due to a serious illness or injury that prevents the employee from working. The District may request medical verification of this determination.

4. The requesting employee must have exhausted all accrued sick leave days, personal days, and vacation days to be eligible for sick leave donations.
5. The requesting employee must not be eligible for, or receiving, Worker's Compensation benefits, PERS or Social Security Disability benefits, or long term disability insurance benefits.
6. An employee may not receive more than forty (40) days of donated sick leave during a 12-month period.
7. Requests for sick leave days will be managed by the Association.
8. The District will verify that the requesting employee meets all eligibility criteria.

#### **ARTICLE 5-UNPAID LEAVES**

A. Temporary Leave:

Temporary leaves of absence without pay may be granted, at the discretion of the Superintendent, for extended illness, injury or for other reasons, when requested in writing and submitted to the Superintendent. The Board retains the right to attach stipulations and conditions upon granting a temporary leave of absence, as it deems appropriate. Temporary leaves will not normally exceed ninety (90) calendar days. The District will comply with all state and federal temporary leave laws.

B. Extended Leave of Absence:

Extended leaves of absence, without pay, may be granted by the Board upon recommendation of the Superintendent. Such leaves may be granted up to one (1) calendar year and must be requested in writing and submitted to the superintendent before the Board will consider the request.

C. Return from Leave:

Upon return from leave, the employee shall be placed in the same or a comparable position in the same pay classification, and at the same step level as he/she was prior to the leave.

D. Family Leave

Parental leave and family medical leave will be administered according to statute.

E. Military Leave

Military leave will be administered according to statute.

F. Professional Leave and Development

The District will invite classified bargaining unit members to in-service training programs that the District feels are necessary to job performance. The District will provide \$250.00 per employee of funding to an Association development pool. Bargaining unit members may access the pool's funds for development programs as approved by the District. All professional development requests will be subject to funding. Relevance to job development, improvement and /or safety will be considered. No one person may access more than 1/3 of the pools funds.

#### **ARTICLE 6-ASSOCIATION RESPONSIBILITIES AND RIGHTS**

- A. The Association shall represent all classified employees in the bargaining unit on matters affecting employment relations as provided by ORS 243.650.

- B. The Association or committee(s) of the Association shall be allowed the use of facilities and buildings of the District for meetings, pursuant to Board policies and procedures, at no cost to the Association. Meetings of OSEA or its committee(s) shall be scheduled before or after the regular workday. Those employees whose work assignment is before or after the regular workday may be released to attend Association meetings provided it does not interfere with school activities, the employee has received prior approval from his/her supervisor, and the employee will make up the time.

The Association, pursuant to Board policies and procedures, shall be allowed use of such office equipment as needed to provide duplicating, distribution, and information to the employees on the basis that there is reimbursement for any consumable supplies and/or repair or replacement of equipment which is damaged in use. Inter-school mail facilities, school mailboxes, and the District email system may be used for distributing information to employees in the bargaining unit.

- C. The Association will be allowed to visit the work area of the employees in the bargaining unit, provided there is no disruption or interruption of work. Building visitor policies shall be followed.

**ARTICLE 7-PAID HOLIDAYS**

- A. All bargaining unit employees shall receive the following holidays per year as paid holidays, if they are in a pay status the scheduled work day before or after the holiday.

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Martin Luther King Jr. Day
- Memorial Day

- B. Personal leave may be taken the day prior to or the day following a holiday provided employee gives two weeks' notice to immediate supervisor. Verification of illness or medical evidence may be required for sick leave days taken the day prior to or the day following a holiday.

**ARTICLE 8-VACATION LEAVE**

- A. All full-time employees (twelve month annually) shall receive paid vacation as follows:

<u>Length of Service</u>	<u>Weeks of Vacation</u>
1-2 Years	1 Week
2+-10 Years	2 Weeks
10+-20 Years	3 Weeks
20+-30 Years	4 Weeks

Full-time nine (9) month employees shall not receive paid vacation.

- B. Vacation is to be scheduled with the mutual consent of the supervisor and the employee. All vacations of three or more days require two weeks' notice.

**ARTICLE 9-WORKWEEK**

- A. The workweek shall commence at 12:01 a.m. on Sunday and end at 12:00 a.m. on Saturday. To the extent consistent with the operational needs and requirements of the District, as determined by the Board, the District shall schedule work on a Monday through Friday basis.

- B. Overtime shall be paid as required by applicable state and federal statutes and pre-approved by management.
- C. If an employee is required to work more hours in a day than regularly scheduled, the following options are available to the employee:

When the additional hours worked result in a total workweek of forty (40) hours or less

- a. Flex the additional hours worked within the same week;
- b. Request time off for hours worked at straight time (hour for hour); or
- c. Be paid for hours worked at straight time (hour for hour).

2. When the additional hours worked result in a total workweek over forty (40) hours

- a. Request compensatory time off at a rate of one and one-half hours (1 1/2) for any hours worked over forty (40); or
- b. Be paid for hours worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay.

Employees may not accrue more than thirty-two (32) hours of compensatory time per year. Any compensatory time over thirty-two (32) hours shall be paid as overtime.

- D. Each employee shall be eligible for a fifteen (15) minute break during each work shift of four (4) continuous hours, normally between one and one-half (1-1/2) and two and one-half (2-1/2) hours after the start of the shift.
- E. Un-paid Lunch: Employees who work a continuous six (6) hour shift shall be eligible for a one-half ( ½ ) hour unpaid lunch period, normally between three (3) and five (5) hours after the start of the shift.
- F. Paid Lunch: Food Service employees who are unable to leave work to break for lunch shall be paid for lunch.

#### **ARTICLE 10 - PERSONNEL FILES**

- A. The official personnel files on all employees shall be kept in a central location. Personnel files are confidential. Employees will have the right, upon request, to review the contents of their personnel files and to receive a copy of any documents contained therein. Employees shall not have the right, however, to view confidential letters of reference received by the District prior to the employee being hired. An employee will be entitled to have a representative accompany him or her during such review of the employee's personnel file.
- B. An employee shall have the right to indicate those documents and/or other materials in his or her file which the employee believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the superintendent or designee, and if the superintendent or designee agrees, the documents will be destroyed.
- C. Evaluations, written disciplinary actions or complaints may be placed in the file only if they have been first shown to the employee. Only materials which have been placed in the personnel file shall be used by the District in any disciplinary action. However, the District shall retain the right to maintain working files on employees. Such personnel records shall not contain any information of a critical nature that does not bear

either the signature of the employee indicating that he/she has been shown the material or a statement by the employee's supervisor that he/she has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee when it is placed in the personnel file.

- D. The employee will have the right to attach a written statement to any written material placed in the employee's personnel file.

#### **ARTICLE 11-STRIKES AND LOCKOUTS**

- A. Neither the classified Association nor the classified personnel represented thereby will authorize, cause, engage in, or sanction any strike except as may arise from the continuing duty to bargain as provided by law.
- B. There shall be no lockout of employees in the unit during the term of this Agreement.

#### **ARTICLE 12-DISCIPLINE**

- A. Dismissal of an employee requires action by the superintendent. The employee may appeal the superintendent's decision and request a hearing before the Board pursuant to ORS 342.663. The employee will not be dismissed without just cause. The employee may be represented during the hearing by anyone of his/her choosing, however, the union will be notified of the action to be taken because of sole and exclusive representation requirements under the law.
- B. Dismissal because of unacceptable job performance will be initiated only after a review of the employee's job performance with his/her supervisor. The employee will be given suggestions for improving performance and will be given a period of time, determined by the District, in which to improve. If the employee has not improved to the District's satisfaction, the District may take further action as it deems appropriate.
- C. Prior to a disciplinary action (written reprimand, suspension without pay or salary reduction) and/or dismissal, the following procedure will be used:
  - 1. The employee will be informed of the basis(es) for the disciplinary action or recommendation of dismissal.
  - 2. The employee will be given the opportunity to discuss the matter with the superintendent and refute the charge(s). The employee may be accompanied and represented by anyone of his/her choosing.
  - 3. The superintendent shall give the employee written notice of his/her decision together with the reason(s) for such action.
- D. In case of an imminent hazard or threat to employees and/or students, an employee may be immediately placed on paid administrative leave. The employee will be notified of the reasons for suspension and of a date and time to meet with the superintendent regarding the situation. When meeting with the superintendent, the procedures in C.2. and C.3. above, will be followed.
- E. Every new employee hired into the bargaining unit shall serve a maximum probationary period of six (6) calendar months. A probationary employee may be terminated by the District for any reason deemed appropriate by administration.

### **ARTICLE 13- EVALUATION**

- A. Regular Employee - Employees having completed their probationary period.
- A regular employee will be evaluated at least once per year at least one month before the end of the school year.
- B. Probationary Employee - Employees not meeting the criteria specified in Section A.
1. Employment of all regular full-time and regular part-time employees will be probationary for the first six (6) months of employment. The District shall have the right to discharge any employee at any time during his/her probationary period. Such discharge shall not be subject to the dismissal procedure in the contract.
  2. Employees will be evaluated by the administration within four (4) working months from date of hire and prior to the conclusion of their probationary period. Probationary employees shall be afforded all other rights under the collective bargaining agreement. Management cannot extend beyond the six (6) month probationary period without approval by the Association. If management fails to evaluate at the four (4) month time period, two (2) weeks at either side, the probationary worker is automatically covered by the union contract including the dismissal procedure.

### **ARTICLE 14-SCHOOL CLOSURES**

- A. In the event of school closure for emergency conditions employees will not lose pay. Employees requested to report to work by the administration and who can reasonably do so, shall receive their regular pay.
- B. In the event that management allows a paid day off (example: attending State Tournament) all classified shall receive that paid day off.

### **ARTICLE 15-GRIEVANCE PROCEDURE**

- A. Definitions:
- Grievance: Grievance shall mean an allegation by an employee or group of employees that there has been a violation of a specific provision of the contract.
  - Grievant: A grievant is the employee or employees making the claim.
  - Party in Interest: A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
  - Immediate Supervisor: A person who has direct administrative or supervisory responsibilities over the grievant.
  - Days: Days shall, except where otherwise indicated, mean days the District office is open. In addition, the parties may extend time limits by mutual written agreement.
- B. Purpose:
1. The purpose of this procedure is to secure, at the lowest level, solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be

kept informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment.

C. Procedure:

Time Limits

Since grievances should be processed as rapidly as possible, the number of days indicated at each level are an absolute maximum. The time limits specified may, however, be extended by mutual written agreement. Failure by the grievant to appeal a grievance to the next level within the specified time limits is an acceptance of the decision rendered at that level. The failure of the District to respond to a grievance within the stated timelines at any level shall be deemed to be a denial of the grievance and will permit the grievant to appeal to the next step.

2. Levels of Grievance

Level One - Informal and Formal: Within ten (10) days following the act or condition which is the basis of the alleged grievance, or within ten (10) days of the time from which the grievant should have been aware of the basis for the grievance, the grievant shall discuss his/her grievance with his/her principal or immediate supervisor, either individually or through the Association's grievance representative, or accompanied by another representative, with the objective of resolving the matter informally.

If the grievant is not satisfied with the disposition of the grievance, the grievant shall, within ten (10) days from the informal meeting with the principal or supervisor, submit a written grievance to his/her principal or supervisor or to a designated administrator with authority to act. The written grievance shall set forth the grounds upon which the grievance is based, the reasons why the grievant considers the decision rendered unacceptable, the provision(s) of this contract allegedly violated and the remedy requested. The principal, supervisor or administrator to whom the written grievance is submitted shall communicate in writing, his/her decision to the grievant(s) within seven (7) days of receipt of the grievance. If the grievant is not satisfied with the immediate supervisor's decision and wishes to pursue the matter further, an appeal shall be presented in writing to the superintendent within ten (10) days after receipt of the principal or supervisor's response at Level One.

Level Two - The superintendent or his/her designee shall, within ten (10) days of receipt of the appeal, schedule a meeting, at which time the grievant shall be afforded the opportunity to present documentation and a full explanation in support of the grievance. The grievant may be accompanied to this hearing by a representative of his/her choice.

Within seven (7) days of the hearing of the appeal, the superintendent shall communicate his/her decision, in writing, to the grievant(s).

In the event the grievant wishes to pursue the matter further, a written appeal shall be submitted to the Board within ten (10) days of receipt of the superintendent's decision.

Level Three - Within ten (10) days of receipt of the appeal from Level Two, including all correspondence and the written disposition of the case from each previous step, the Board will

schedule a meeting to review the grievance. This meeting shall be governed by rules adopted by the Board.

Within seven (7) days of the meeting, the Board shall communicate its written decision(s) to the grievant(s).

If the grievant is not satisfied with the decision rendered, he/she shall, within ten (10) days of the receipt of the Board's decision, make a request in writing to the OSEA field representative that the grievance be submitted to binding arbitration.

Level Four - If the Association chooses to submit the matter to arbitration, it shall so notify the superintendent within ten (10) days from the date of the Board's written decision at Level Three, and shall request that the Employment Relations Board submit to the Association and the superintendent a list of five (5) arbitrators.

Within ten (10) days from receipt of the list from the Employment Relations Board, the superintendent or his/her designee and the representative of the Association shall meet to select an arbitrator.

If the parties cannot mutually agree on an arbitrator from the list submitted, they shall alternately strike the name of an arbitrator from the list until one (1) name remains. The Association shall strike first.

In the conduct of the hearing, the parties shall be bound by the rules of the American Arbitration Association, except that they may mutually agree to be bound by expedited American Arbitration Association rules. The arbitrator shall also be bound by the rules of the American Arbitration Association in conducting the hearing and rendering his/her decision, provided that he/she shall not have the power or authority to amend, modify, alter, add to or subtract from this Agreement. The arbitrator shall be without authority to substitute his/her judgment for that of the District's in any matter not specifically contracted away by a provision of this Agreement.

The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

A lawful decision of the arbitrator within his/her authority shall be final and binding on the parties and the parties shall share equally in the cost of the arbitrator's fee and expenses.

- D. Efforts will be made by all parties in interest to avoid interruption of classroom time and/or any other school-sponsored activities. Furthermore, efforts will be made by all parties in interest to avoid the involvement of students in the grievance procedure.
- E. All parties in interest will process grievances after their regular workday or at other times which do not interfere with assigned duties.
- F. All documents, communications and records of a grievance will be filed in the District office separate from the personnel files.
- G. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the District to take action; subject, however, to a final decision regarding the grievance.
- H. There shall be no restraint, coercion, interference, discrimination or reprisals exerted on any individual or groups of individuals involved in the grievance procedure by reason of such participation. This section

applies both to the District and Association.

#### **ARTICLE 16-SEPARABILITY**

In the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, or by statute or constitutional amendment, then upon request by either party the invalid words or sections of the Agreement shall be reopened for negotiation.

#### **ARTICLE 17-VACANCIES**

- A. The Board shall make a reasonable effort to notify employees of job openings for classified employees in the District. In addition, the job openings list shall be posted in all faculty rooms where employees in the bargaining unit are now working.
  - 1. Such reasonable effort will include providing the local OSEA chapter president of a copy of all job announcements. Such postings and the providing of a copy to the OSEA chapter president will be accomplished at least seven (7) calendar days prior to closing.
  - 2. An employee who is part of the bargaining unit may apply for any open position for which they are qualified.
  - 3. Present school employees shall be given hiring preference over outside applicants as long as the ability of the present employee and the outside applicant are equal, as they relate to the job description as determined by the Superintendent.
  - 4. In the event a current employee is awarded the vacant position and fingerprinting is required in accordance with the provisions of OAR 581-21-0500, the District agrees that fingerprinting shall be done at no cost to the employee.
  - 5. When abilities are determined to be equal, as judged by the District, then seniority shall prevail.

#### **ARTICLE 18-LAYOFF AND RECALL**

- A. A layoff is defined as the elimination of a position, the permanent reduction in hours of a full-time position, or the permanent reduction in hours of a part-time position for more than two (2) hours per day. All layoff decisions will be finalized by the Board. Whenever the Board determines that a layoff is necessary, notification will be given to the Association. As soon as practicable, but at least thirty (30) days prior to effective date of layoff, notice will be given to the affected classified bargaining unit members of their layoff.
- B. Layoff of classified bargaining unit members will be based upon seniority and documented job performance, and such layoff will occur by classification. Seniority shall be defined as the total length of service of a classified employee within the district. All authorized paid leave will be counted toward seniority: unpaid leaves of absence will not be counted towards seniority, but will not break seniority. Classified employees who are laid off and subsequently rehired shall retain cumulative seniority, but not necessarily classification seniority, for all periods worked except for the period of layoff.
- C. Laid-off employees will not be paid any salary or benefits during the period of layoff. A laid-off employee may, at his/her own expenses continue insurance coverage and will be provided notification of their insurance rights by the District through COBRA.
- D. A laid-off bargaining unit member who previously worked in a different position for the District (within the definition of seniority in subsection B herein) may "bump" a bargaining unit member in the other position

as long as two conditions are met:

- I. The laid-off bargaining unit member has greater classification seniority than the person to be "bumped;" and
  2. The laid-off employee has satisfactory evaluations while employed in the previous position and an acceptable disciplinary record.
- E. Recall rights shall exist for fifteen (15) months from the date of layoff. Any laid-off employee not recalled according to this procedure within the fifteen (15) months will be deemed to have resigned in good standing.
- F. Whenever the District determines that a regular vacancy exists within a classification which has experienced a layoff within the last fifteen (15) months, laid-off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid-off employee. The laid-off employee will have fourteen (14) calendar days to respond to the recall notice. Failure to respond within the fourteen (14) calendar days, or rejection of any recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation. If the recalled position is not comparable to the employee's previous position in the number of hours and job classification, rejection of such recall will not remove the employee from the recall list.
- G. If no laid-off employee has responded to the recall by classification, or if no further laid-off employees exist from the classification, all other laid off employees may apply for the regular vacancy. Such an application shall not prejudice the employee's right to recall in his/her own classification.

#### **ARTICLE 19-MANAGEMENT RIGHTS**

- A. It is recognized that the Board has, and will continue to retain, the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and educational activities of its employees.
- B. Without limiting the generality of the foregoing (Paragraph A), it is expressly recognized that the Board's operational and managerial rights include:
1. The right to determine location of the schools and other facilities of the school system including the right to establish new facilities and to relocate or close facilities;
  2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
  3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the decisions of employees for promotion to supervisory, management or administrative positions;
  4. The maintenance of discipline and control and use of the school system, property and facilities;
  5. The determination of safety, health and property protection measures where legal responsibility of the Board or another governmental unit is involved;
  6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
  7. The direction and arrangement of all working forces in the system, including the right to hire,

suspend, discharge, discipline or transfer employees;

8. The creation, combination, modification or elimination of any employee position;
  9. The determination of the size of the work forces, the allocation and assignment of work to employees, the establishment of quality standards and judgment of employee performance.
- C. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retains all functions and rights to act not specifically nullified by this Agreement.

#### **ARTICLE 20-LABOR-MANAGEMENT COMMITTEE**

- A. The District and the Association shall form a Labor-Management Committee. The Committee shall be composed of four (4) people. Two (2) district administrators, as determined by the Superintendent, shall represent the District. The Chapter President and one (1) chapter officer, as determined by the chapter leadership, shall represent the Association. The Director of Human Resources and the OSEA Field Representative may attend in an advisory capacity, as determined by each party.
- B. The purpose of the Committee is to discuss ideas, investigate, and suggest resolutions to ongoing problems and concerns and make recommendations to the District that keep the district informed so that the District can make decisions that are in the best interest of the District and the Association.
- C. The Committee shall meet during the months of October, March, and May, or as needed. Any member of the Committee may request a meeting of the Committee.

#### **ARTICLE 21-HEALTH AND SAFETY**

- A. The District shall maintain a safe work environment and safety committees in accordance with its obligations under ORS Chapter 654, Occupational Safety and Health and OAR Chapter 437, Oregon Occupational and Safety and Health Division.
- B. In accordance with Oregon law, any employee who is required to work in any hazardous situation shall receive proper training for such duties and/or situations. Training and any associated costs including lodging, travel, per diem, and overtime shall be paid for by the District in accordance with state and federal law.
- C. If no safety equipment is available and/or the employee or employees have not received performance training, the employee(s) shall not be required to perform said duties and will not be reprimanded for their refusal.
- D. Safety Committee — To assist with the interpretation, monitoring of rules, and possible application of safety standards, a safety committee will be formed. The Safety Committee shall include an equal number of Administration and OSEA members. The Committee shall annually review and establish, if needed, procedures related to school safety and communication to classified employees which will provide for appropriate awareness by staff throughout the District of situations and or students which could disrupt the educational environment. The Committee may make recommendations to the School Board.

#### **ARTICLE 22-DUES DEDUCTIONS**

The Board agrees to deduct from the wages of each classified bargaining unit employee who authorized it on the form provided by the Association the dues of the Association,

The District, when so authorized and directed in writing by a member on an authorization provided by the

Association, will deduct Association dues. The deduction shall be transmitted monthly to the state office of the Oregon School Employees Association.

FAIR SHARE - It is mutually agreed and recognized that each bargaining unit member shall proportionately share in the cost of the collective bargaining process. The cost for a bargaining unit member, who has not certified a dues check-off authorization, shall be an amount equivalent to monthly Association dues required of members. The Association shall have the responsibility of notifying the District of the amount to be deducted. Fair share deductions will begin when the District has been notified by the Association of the amount to be deducted. The amount to be deducted shall remain the same until further notification by the Association.

Any employee objection to membership must be based on the individual's bona fide religious beliefs or teachings of a church or religious body of which the individual is a member. Such employee shall pay an amount of money equivalent to regular Association dues and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof to the District that this has been done.

The Board agrees to transmit the dues deducted to the state office of the Oregon School Employees Association each month.

The Association agrees to indemnify, defend and hold the Board harmless against any claims made as a result of these deductions.

**ARTICLE 23-DURATION**

- A. This Agreement shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2021.  
  
In 2019, the parties will re-open this Agreement for negotiation of Article 2 - Compensation and Article 3 Insurance for contract year 2019-2020.  
  
In 2020, the parties will re-open this Agreement for negotiation of Article 2 - Compensation and Article 3 Insurance for contract year 2020-2021.  
  
This Agreement shall be renewed automatically on its termination date for another one year period unless one party gives written notice to the other party of their intention to amend or modify the contract before its current expiration dater
- B. The parties agree to enter into collective bargaining over a successor agreement no later than March of 2021 and to begin the bargaining process by April 20 of the last year of this Agreement.
- C. This Agreement constitutes the sole and entire existing Agreement between the parties, the District and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the day and year written above.

***Signatures for 2019-2020 Reopener Negotiated Items: COLA 3% and Insurance CAP \$1,550.***

\_\_\_\_\_  
For the District

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the State Association

\_\_\_\_\_  
Date

Appendix A  
Salary Schedule

2018-19 with 3% wage increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Custodian	\$12.43	\$12.57	\$13.19	\$13.84	\$14.53	\$15.26	\$16.03	\$16.83	\$17.66	\$18.55	\$19.49	\$20.47
Cook Helper	\$12.23	\$12.84	\$13.47	\$14.15	\$14.87	\$15.61	\$16.39	\$17.21	\$18.08	\$18.98	\$19.93	\$20.93
Educ & Lib	\$12.23	\$12.84	\$13.47	\$14.15	\$14.87	\$15.61	\$16.39	\$17.21	\$18.08	\$18.98	\$19.93	\$20.93
Cook	\$13.29	\$13.96	\$14.66	\$15.39	\$16.15	\$16.96	\$17.81	\$18.70	\$19.65	\$20.63	\$21.66	\$22.74
Para Pro	\$13.98	\$14.68	\$15.42	\$16.18	\$17.01	\$17.86	\$18.76	\$19.69	\$20.67	\$21.71	\$22.79	\$23.94
Secretary	<b>\$14.46</b>	\$15.18	\$15.94	\$16.74	\$17.58	\$18.46	\$19.37	\$20.34	\$21.36	\$22.43	\$23.56	\$24.73
Maintenance	\$16.68	\$17.51	\$18.39	\$19.30	\$20.27	\$21.28	\$22.34	\$23.45	\$24.63	\$25.86	\$27.16	\$28.52
Technology	\$17.36	\$18.23	\$19.14	\$20.10	\$21.10	\$22.17	\$23.27	\$24.42	\$25.65	\$26.92	\$28.27	\$29.68

2019-2020 with 3% wage increase

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>
<b>Custodian</b>	\$12.80	\$12.95	\$13.59	\$14.26	\$14.97	\$15.72	\$ 16.51	\$17.33	\$18.19	\$19.11	\$20.07	\$21.08
<b>Cook Helper</b>	\$12.60	\$13.23	\$13.87	\$14.57	\$15.32	\$16.08	\$ 16.88	\$17.73	\$18.62	\$19.55	\$20.53	\$21.56
<b>Educ &amp; Lib</b>	\$12.60	\$13.23	\$13.87	\$14.57	\$15.32	\$16.08	\$ 16.88	\$17.73	\$18.62	\$19.55	\$20.53	\$21.56
<b>Cook</b>	\$13.69	\$14.38	\$15.10	\$15.85	\$16.63	\$17.47	\$ 18.34	\$19.26	\$20.24	\$21.25	\$22.31	\$23.42
<b>Para Pro</b>	\$14.40	\$15.12	\$15.88	\$16.67	\$17.52	\$18.40	\$ 19.32	\$20.28	\$21.29	\$22.36	\$23.47	\$24.66
<b>Secretary</b>	\$14.89	\$15.64	\$16.42	\$17.24	\$18.11	\$19.01	\$ 19.95	\$20.95	\$22.00	\$23.10	\$24.27	\$25.47
<b>Maintenance</b>	\$17.18	\$18.04	\$18.94	\$19.88	\$20.88	\$21.92	\$ 23.01	\$24.15	\$25.37	\$26.64	\$27.97	\$29.38
<b>Technology</b>	\$17.88	\$18.78	\$19.71	\$20.70	\$21.73	\$22.84	\$ 23.97	\$25.15	\$26.42	\$27.73	\$29.12	\$30.57