

Classified Staff

Collective Bargaining Agreement 2013 - 2017

Between

Oregon City School District No.
62 Board of Education

And

Oregon City Chapter 14
Oregon School Employees Association

PREAMBLE TO THE CONTRACT

The parties to this Agreement believe that a quality public education is a fundamental right of every child in our community.

We further believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, we enter into this Agreement committed to maintaining and strengthening our collaborative partnership based on mutual respect and trust that is deeper than the leadership and which will continue beyond the tenure of those currently in leadership positions in our respective organizations.

This Agreement is entered into by the Oregon City School District No. 62 (hereinafter referred to as the "District") and Oregon City Chapter 14 of the Oregon School Employees Association (hereinafter referred to as the "Association"), affiliated with Oregon School Employees Association (OSEA).

The purpose of this Agreement is to set forth the agreements reached between the above-mentioned parties concerning employment relations.

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ARTICLE 1: Definitions

1. In the construction of the following individual articles of the agreement, words and phrases shall be construed according to the commonly approved usage of the language. The use of article, section or paragraph headings throughout this agreement is intended for easy reference only and shall not be construed to enlarge on, limit, diminish, or in any way modify the terms or conditions thereof.
2. As used in this agreement, the following terms shall have the respective meaning as set forth below:
 - a. "Board" The Board of Education of District No. 62, Oregon City, Oregon.
 - b. "Association" Chapter 14 of the Oregon School Employees Association, affiliated with OSEA.
 - c. "Employee" All personnel employed as classified employees by the District who are covered by this agreement.
 - d. "District" School District No. 62, Oregon City, Oregon.
 - e. "Fair Share" All classified employees covered by this agreement who are not members of the Association (see Article 25, section 3).
 - f. "Position" Each individual job title.
 - g. "Classification" The job titles within each grouping, i.e. "Clerical", "Custodial and Maintenance" as listed in Appendix B-1 Classifications.
 - h. "Salary Range" The salary increments set forth in the numbered horizontal rows for each job title as listed in Appendix B Classified Salary Schedule.
 - i. "Assignment" The duties required of each job title at the work location assigned by the District.
 - j. "Temporary Employee"
 - Individuals hired for a temporary period of time.
 - (1) Shall not be used as a permanent replacement in regular positions.
 - (2) Will not exceed the equivalent of sixty (60) consecutive workdays in any one District position. Approved absences shall not be counted as a break of consecutive days of work.

The Association will be notified of all temporary employee(s) and the anticipated duration of their employment. When the employee is expected to work beyond sixty (60) consecutive workdays, the employee shall become a member of the bargaining unit and pay fair share. The employee may then continue as a fair share payer or choose to become a member of the Association.

The Association will be notified of substitute employees that serve in any one position longer than ten (10) consecutive working days.

- k. "Substitutes" Individuals called in to replace regular employees on excused absences (i.e., sick leave, vacation, etc.). Substitutes working less than 61 consecutive workdays are not part of the bargaining unit. Beginning with the sixty-first (61st) consecutive workday, the substitute will become a member of the bargaining unit and pay fair share. The employee may then continue as a fair share payer or choose to become a member of the Association.

- l. "Probationary Employee" A non-permanent employee prior to successful completion of the probationary period.

- m. "Days" Shall mean, for all employees, the days the District Office is open. Weekends, vacations and holidays are excluded.

- n. "Immediate Family"
 - (1) Spouse of employee.
 - (2) Children, grandchildren or grandparents of employee or spouse/partner.
 - (3) Mother, father, brother, sister of employee or spouse/partner.
 - (4) Step-relatives of employee or spouse/partner.
 - (5) Other persons who have lived in the employee's household as family members.
 - (6) Other persons with whom the employee has lived as a family member.

- o. "Compensatory Time" Time off credited to employees in lieu of time and one-half overtime pay for time worked in excess of forty (40) hours in a workweek.

- p. "Flex Time" Time off credited at straight time to employees in exchange for time worked outside their normal schedules within a workweek of forty (40) hours or less.

ARTICLE 2: Recognition

1. The District recognizes the Association as sole and exclusive bargaining representative for all of the classified employees in the bargaining unit. Excluded shall be community school instructors, confidential or supervisory employees as defined in ORS 243.650(6) and (14) and temporaries and substitutes as defined in Article 1, Definitions (2.j & k).
2. The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status race, color, creed, national origin or political affiliation. The District and Association will both have the responsibility for applying this provision of the contract. Alleged violations of this provision may be grieved as a policy grievance only, and are not subject to binding arbitration.
3. All references to employees in the contract designate both sexes and, whenever the male gender is used, it shall be construed to include male and female employees.
4. The District agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the District, or any District representative against any employee because of the Association membership or because of any employee activity in an official capacity on behalf of the Association, provided such activity does not interfere with the effectiveness and efficiency of District operation in carrying out its responsibility to the public.

ARTICLE 3: Association Responsibilities and Rights

1. The Association shall negotiate for all employees in the bargaining unit on matters affecting employment relations as provided by ORS 243.650.
2. The Association or committees of the Association shall be allowed the use of District facilities for meetings at reasonable times when Association use does not conflict with regular use of school buildings. Arrangements shall be made in advance with the principal/supervisor.
3. The Association shall be allowed use of such office equipment as needed to provide duplicating of information to the employees when such use does not conflict with school business. The Association shall pay the cost of supplies and repairs for damage caused by Association misuse. Intra-

district communications shall be available for distributing information to employees in the bargaining unit.

4. The Association executive officers, state-level paid representatives, or building representatives will be allowed to visit the work area of the employees in the bargaining unit during breaks and lunch periods. State-level paid representatives shall obtain advance approval of the employees' supervisor(s).
5. Representatives of the Association shall be granted time off without loss of pay from regular work duties to meet with District representatives, to schedule meetings during the workday concerning administration of this contract, and to adjust grievances under the procedure defined herein. Whenever possible, such meetings will be scheduled so as not to interfere with normal work duties. The District shall not be obligated to overtime compensation due to this provision.
6. Building representatives shall be allowed reasonable time with pay with supervisor's approval to process matters affecting employment relations within the building. Whenever possible, such meetings will be scheduled so as not to interfere with normal work duties. The District shall not be obligated to overtime compensation due to this provision.
7. A night custodian on duty may attend a meeting of the Association with the approval of the supervisor or principal. Any such time away from duty shall be rescheduled within the same workweek, if possible.

ARTICLE 4: District Responsibilities

1. The District shall make available to the Association information that is directly related to matters covered in this agreement and other material/data necessary to represent the employees in the bargaining unit, salary schedules of said employees, number of employees at each salary step, and other public information when requested by the Association.
2. The District agrees to include the Association's local chapter president among those who regularly receive the official minutes of all Board meetings and agenda of upcoming Board meetings. Such notice shall be available to the Association president when available to Board members.
3. The District will not make, alter, change, or amend policies, regulations, or job descriptions affecting employee relations without notifying the Association and allowing reasonable opportunity for response by the Association. This section does not apply to permissive subjects of bargaining.
4. The District will provide copies of this agreement to all employees in the bargaining unit and new hires.
5. The District will provide the Association with bulletin board space for the Association's use in communicating with employees. Such space shall be

available in all buildings where employees are working, preferably in the office area.

6. The District agrees to make available to the local Association at the beginning of the school year the names, addresses, school, range, step, hire date and adjusted hire date of all employees in the bargaining unit, and any additions or deletions monthly thereafter.

ARTICLE 5: District Rights

1. The Association recognizes that the District has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs facilities, properties and activities of its employees.
2. Without limiting the generality of the foregoing paragraph, it is expressly recognized that the District's operational and managerial responsibility includes:
 - a. 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 old facilities.
 - b. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
 - c. The determination of the management, supervisory, or administrative positions.
 - d. The maintenance, discipline, control and use of the school system, property and facilities.
 - e. The determination of safety, health and property protection measures where legal responsibility of the Board and other governmental units is involved.
 - f. The right to enforce the rules and regulations now in effect, and to establish new rules and regulations from time to time subject to the provisions of Article 4 (3).
 - g. The direction and arrangement of all the working forces in the system including the right to hire, suspend, discharge or discipline, or transfer employees.
 - h. The creation, combination, modification or elimination of any position deemed advisable by the District.
 - i. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.

- j. The right to establish hours of employment and assign workloads in accordance with the workweek clause of this contract.
- 3. The foregoing enumerations of the functions of the District shall not be considered to exclude other functions of the District.
- 4. All terms of this agreement shall take precedence over these management rights where such rights are specifically nullified by the terms of this agreement.
- 5. The District shall follow all mandates resulting from state and federal legislation. When mandates alter this contract, introduce issues contrary to this contract, or need to be added to this contract, the District and Association will address those issues through Memorandums of Understanding.

ARTICLE 6: Separability of Provisions

- 1. In the event that any provision of this contract shall, at any time, be declared invalid by any court of competent jurisdiction, such decision shall apply only to a specified article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect.
- 2. The provision(s) declared invalid shall immediately be opened for renegotiation upon request of the Association or District.

ARTICLE 7: Interruption of Work

- 1. Neither the Association, its officers or agents, nor any of the employees covered by this agreement will engage in strikes, slow-downs, mass absenteeism, the willful absence from one's position, picketing or other work stoppage, except as provided by Oregon Law, during the term of this agreement. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined as the District deems necessary after due process.
- 2. There will be no "lockout" of employees in the bargaining unit by the District as a consequence of any dispute arising during the period of this agreement.

ARTICLE 8: Probationary Period

- 1. The parties recognize that the probationary period is an integral part of the employee selection process and provides the District with an opportunity to upgrade and improve operations by observing an employee's work training, aiding employees in adjustment to their position, and by providing an opportunity to reject any employee whose work

performance fails to meet required work standards. Thus, every new employee hired into the bargaining unit shall serve a probationary period of one-hundred-and-thirty (130) days actually worked. Employees promoted into a higher classification shall serve a probationary period of sixty-five (65) days actually worked. Both of these probationary periods may be extended by mutual consent. In all circumstances, the time during school recess periods will not be counted as time towards completion of probationary periods.

2. The District may terminate new employees on probationary status without cause. Any new probationary employee dismissed has the right to a hearing before the Board as provided by ORS 332.544.
3. All employees on initial probation must be evaluated at least twice during their probationary period unless the employee is terminated prior to the end of the probationary period. These evaluations shall be at approximately the midpoint and again prior to the end of their probationary period. Employees must be notified of the evaluation, allowed to make comment on, given an opportunity to sign the evaluation, and given a copy. The second evaluation may be waived by the supervisor if the employee will be continued past his/her probationary period.
4. Prior to completion of the probationary period and after proper evaluation pursuant to No. 3 above, the employee's immediate supervisor shall make recommendations to the District Human Resources Department for permanent employment, demotion, or termination.
5. An employee on promotional probationary status may be reassigned at the request of the employee or the employee's supervisor. There will be an evaluation during the term of this probationary period.

ARTICLE 9: Compensation

1. Salary Schedule

Effective July 1, 2013, the salary schedule base for classified employees in the bargaining unit for the 2013-2014 school year shall be a 1.0% increase in base salary over the preceding year's base salary.

Effective July 1, 2014, the salary schedule base for classified employees in the bargaining unit for the 2014-2015 school year shall be a 1.0% increase in base salary over the preceding year's base salary.

All four (4) through eight (8) hour employees shall be paid over twelve (12) months with the option of receiving summer checks in a lump sum in June.

2. Initial Placement on the Salary Schedule

Initial placement on the salary schedule for new employees will be on the first step on the appropriate range.

At the discretion of the District Office administration, where circumstances warrant, additional steps may be granted. An evaluation of course work completed in a field related to the assignment will be considered for placement.

Principals, directors and supervisors are responsible for making a recommendation for placement on the salary schedule for all new employees subject to approval by District administration. After employment, the successful completion of six (6) months probationary period is required.

3. First Year Advancement on the Salary Schedule

Employees hired after February 1st will not be eligible for step advancement in the following year.

4. Continuous Employment Advancement on the Salary Schedule

All permanent employees who have worked since February 1 during the immediate preceding year shall be eligible for step advancement as set forth below, provided performance has been judged satisfactory by the school administration and provided the employee has not already reached maximum step for the salary range. Days of absence caused by job-related illness or injury qualifying for Worker's Compensation during the year in which the injury occurs and days of absences equivalent to the amount of accumulated sick leave actually used by the employee during the year shall be counted as days worked for the purpose of determining the employee's eligibility for advancement on the salary schedule.

All employees working 4 hours per day or more who are not on the top step of their range shall advance one step coinciding with the seventh monthly payment of the contracted year for each year of the contract (as set forth in the table below), except those who are receiving a range change that year. Those positions identified as receiving a range change will not receive a step increase in the initial year of the range change.

2013 – 2014 and 2014 -2015 Step Advancement for Employees Receiving 12 Paychecks (employees working 4 hours or more)		
Month Contract Begins	Number of Contract Days	Step Advancement Implemented
July	240 – 260	January paycheck
August	210 – 238	February paycheck
September	174 – 205	March paycheck

All employees working less than 4 hours per day who are not on the top step of their range shall advance one step coinciding with the sixth monthly payment of the contracted year for each year of the contract (as set forth in the table below), except those who are receiving a range

change that year. Those positions identified as receiving a range change will not receive a step increase in the initial year of the range change.

2013 – 2014 and 2014 -2015 Step Advancement for Employees Receiving 10 Paychecks (employees working less than 4 hours)		
Month Contract Begins	Number of Contract Days	Step Advancement Implemented
September	174 – 186	February paycheck

Salaries, as indicated on the salary schedules, shall be for the term of this contract, unless amended or supplemented as provided by the funding clause (Article 28) or by mutual agreement of the District and the Association.

5. Longevity Stipend

Classified employees who have completed a minimum of ten (10) continuous years of service (from most recent date of hire) with the District by December 1 of each year will receive an annual longevity stipend amount with the December paycheck. Stipend amounts for full-time employees for each of the 2013-2014 and 2014-2015 school years (for employees scheduled to work 8 hours per day) will be as follows:

Years of Service	Longevity Stipend
10 – 14 years	\$300
15 – 19 years	\$350
20 plus years	\$400

The stipend amount will be prorated for less than full-time employees.

6. Extra Duty Positions

Extra duty positions and other responsibilities addressed in the licensed employee's contract shall be paid at the same rate and under the same conditions if classified employees are selected to fill those positions. Classified employees filling those positions shall not be governed by state and federal wage and hour laws for the purposes of these positions because the terms of the licensed agreement shall prevail.

7. Call-Back Pay/Show-Up Pay

Employees in the bargaining unit called back to work after completing their regular shift shall be guaranteed a minimum of two (2) hours pay.

Employees who report to work and then are sent home will receive two hours pay or regular shift time if that shift is less than two hours. However, employees may be notified prior to work hours that school will be closed, and they are not to report. Notification will be by personal contact or radio/television announcements. It is the employee's responsibility to monitor radio/television announced closures when inclement weather and other emergency conditions exist.

8. Shift/Hour Differential

Employees whose workday begins at 10:00 pm or later shall receive an hourly shift differential of 30 cents (\$.30) per hour for each hour worked. Employees whose workday extends beyond 11:30 pm shall receive the same stipend for time worked beyond 11:30 pm. This excludes employees who have completed their regular shift and are eligible for overtime pay at their regular rate.

9. Transportation

Bus drivers normally assigned to daily morning and afternoon routes shall receive compensation of not less than four (4) hours per day. Drivers who drive only an AM or PM run are paid two (2) hours each. Exceptions to the above would be in the case of early dismissals/late starts or when buildings are closed for conferences, etc. On those days, drivers will be paid actual driving time but in no case less than one (1) hour per AM or PM shift.

Standby drivers reporting to work on a daily basis shall receive compensation of not less than four and one-half (4.5) hours per day.

10. Temporary Assignment

Employees temporarily assigned by the District to replace an absent employee who is in a higher classification shall assume all the duties and responsibilities of the assigned position and shall be considered acting out of classification. After the completion of three (3) consecutive working days, employees shall be entitled to the rate of pay that is the comparable step in the new classification range which provides a salary one (1) step higher than the salary they were receiving prior to the assignment or the rate of the first step of the new classification range, whichever is greater. Such rate of pay shall be retroactive to the first day of the assignment.

11. Change in Position

Changes in position involving new duties with greater responsibilities as indicated by a change in range shall be accomplished by moving the employees affected to the step in the new wage at the lowest step that provides an increase in the hourly wage (such as Range 6, Step G to Range 8, Step F).

12. Transfer to Lower Classification

- a. Voluntary: Employees voluntarily transferred to a lower classification shall be placed on the proper range and the proper step by the Human Resources Department, taking into account applicable experience and/or training. Prior to voluntary transfer, the employees shall be notified of the range and salary of the classification to which they will be assigned.
- b. Involuntary: Employees involuntarily transferred for non-disciplinary reasons to a lower classification shall be placed on the lower classification salary range at the same salary or at the nearest comparable salary as they were receiving on the higher classification range.

13. Reclassification of Position

Should either the District or the Association desire to change the placement of any position on the salary schedule, the proposed change will be brought to the attention of the other party and discussed. Mutual agreement must be reached before any change would become effective during the term of this agreement.

- a. The district recognizes that the duties and responsibilities of a classified position can be modified by two means. One is a change in the job description, and the other is an evolution of the job functions as a result of the needs of the district.
- b. When the district changes the duties of the job by way of a change in the job description for a position, the district shall consult with the association about the salary schedule placement of the employee that fills that position. If the parties agree to a placement, the employee shall be placed there and the matter resolved. If the parties do not reach agreement, then the matter shall be handled under the terms of the Article.
- c. When the change is the result of an evolution of the job functions, the employee may request a reclassification of the job, consistent with the procedures in the Article.
- d. Reclassification Procedure
 - 1) If an employee feels that the alignment of his/her position is not appropriate, the employee may submit a reclassification

request in writing to the director of human resources. The request shall contain the following information:

- a) Current job position and placement, including range.
- b) Employee's requested placement.
- c) Rationale for the requested placement change.
- d) Date of letter.
- e) Employee signature.

An administrator may also submit a request on behalf of an employee. Such request shall include items listed above a) through e).

- 2) Upon receipt of a request for reclassification, human resources shall notify the reclassification committee that a request has been received. A date will then be established for the hearing of the request.
- 3) The reclassification committee shall consist of 8 voting members, 4 appointed by the district and 4 appointed by the association.
- 4) At the time of the hearing, the requesting party shall have the responsibility of presenting evidence of the need for reclassification. This may be presented either in person, or in writing, or both. The evidence should concentrate on the job duties for the current classification and how those will change, or have changed, in the new classification. An administrator in charge of the area shall be consulted as well. The committee may ask questions of anyone present, and may make such additional inquiries, as the committee deems appropriate.
- 5) After the close of the hearing, this committee will confer and reach a decision concerning the reclassification. The decision shall be communicated to human resources. Human resources shall forward that recommendation to the superintendent for final action. This final action shall occur within 90 days of the date of the application for reclassification is received in human resources, and such action by the superintendent shall be considered final. Human resources shall inform the requesting party, the committee, and the association president of the superintendent's decision.
- 6) Once a request is heard and decided, the employee may not again ask for reclassification for at least a period of one year, the only exception being if a substantive change occurs in the major job functions in the employee's position description.
- 7) This review period shall be applied toward meeting the district's interim bargaining requirement.

e. Nine Common Factors Used in Classification

- 1) Qualifications required for knowledge, skills, and abilities.
- 2) Supervision exercised and received.
- 3) Mental effort and physical effort.
- 4) Education, training, and experience.
- 5) Nature of duties, level of difficulty of duties, and time allocation of duties.
- 6) Person-to-person relationships.
- 7) Responsibility.
- 8) Nature, complexity, and variety of work.
- 9) Working conditions.

f. Factors Not Used in Classification

- 1) Skill of incumbent.
- 2) Seniority of incumbent.
- 3) Volume of work.
- 4) Number of interruptions.
- 5) Age of public served.
- 6) Social status of public (i.e. affluent or disadvantaged) served.
- 7) Perceived stress.
- 8) Duties voluntarily performed.

If a position is reclassified to a higher range, the employee's placement on the classified salary schedule will be on the new range and the same lettered step they held prior to the reclassification. (For example, if a Food Serving Assistant II on Range 5, Step F is reclassified to a Food Serving Assistant I, they would be placed on Range 6, Step F.)

ARTICLE 10: Insurance

An insurance committee composed of District and Association members will meet annually to review the insurance plans to be offered for the following school year and to review plans for possible implementation. The committee shall select plans to be offered which provide as many options as possible for employees while attempting to keep the cost of such plans in mind. Dental and vision shall continue to be offered as part of the health benefit package for all employees.

1. For the life of this agreement, the District shall contribute to the cost of an insurance package for each employee based upon the process listed below and the amounts listed in the Summary of District Contribution. The specific insurance plans offered shall be based upon plans recommended by the joint insurance committee each year. Employees will be notified of the plans to be offered for the year prior to August 15, if possible.
2. Employees who work 7-8 hours per day and elect to take the least expensive plan will receive full coverage for "employee only", or "employee and spouse", or "employee and children" coverage with no

out of pocket premium expense to the employee. Employees who elect to take a more expensive plan or full family coverage shall receive a contribution equal to the amount listed in the Summary of District Contribution.

The District will contribute \$250,000 in the 2013-2014 school year and \$300,000 in the 2014-2015 school year into a Health Reimbursement Account(s) as determined by the Association's Insurance Committee.

If an employee elects not to use part or all of the available District contribution by not enrolling in any of the designated OEGB medical, dental and/or vision insurance plans or by enrolling only in selected plans costing less than the maximum available District contribution, the remaining unspent dollars are not available to the employee as income or to purchase any other benefits, but remain with the District.

3. Employees who work 5-6 hours per day and elect to take the least expensive plan will receive full coverage for the employee only with no out of pocket premium expense. Employees who elect to take a more expensive plan or "employee and spouse" or "employee and children" or full family coverage shall receive a contribution equal to the amount listed in the Summary of District Contribution with a pro-rated adjustment if electing to take the least expensive plan offered.
4. Employees who work 4 hours per day shall receive a district contribution toward insurance as per the Summary of District Contribution.

SUMMARY OF DISTRICT CONTRIBUTION

HOURS WORKED	<u>2013-2014 & 2014-2015</u> SCHOOL YEARS
7-8 hours	\$1284.62
6 hours	\$963.47
5 hours	\$802.89
4 hours	\$642.32
Less than 4 hours	No benefits except as provided in number 11 of this article.

5. In all cases, the insurance allowance will be paid to the insurance provider and not paid to the employee.

6. If an employee is terminated or retires, the District's contribution shall cease as of the last day of the month the employee is employed. If the employee resigns before the 20th of the month, the insurance contribution will be prorated and charged to the employee's last check.
7. If an employee terminates his/her employment with the District after completing the entire work year for that position, the employee's insurance benefit shall continue through the month of August.
8. With the approval of the applicable insurance providers, employees retiring from the District with five (5) years or more service may continue in the District medical insurance program by pre-payment of premiums (for employee or employee and spouse) to the District by the last business day of the month after retirement and every month thereafter until the retiree or spouse is eligible for Medicare.
9. If an employee's hours are voluntarily reduced after the open enrollment period closes, the benefit level will remain the same until the first of the second month following the date of change. (Example: For hours reduced on January 17, the benefit level change would be effective March 1.) A person with a reduction of hours between school years is not eligible for this provision.
10. If an employee's hours are involuntarily reduced after the open enrollment period closes, the benefit level will remain the same for the remainder of the employee's contract year.
11. Employees Working Less Than 4 Hours Per Day
Employees who work less than 4 hours per day will receive:
 - a. A \$500 Medical Spending Account (MSA) based on IRS eligibility list (expanded list of items for reimbursement from American Fidelity Assurance).
 - b. \$432 taxable stipend in addition to the \$500 MSA. (\$400 to replace remaining MSA benefit and \$32 to cover FICA, worker's compensation, and unemployment taxes.) This will be paid in the form of a cash payment; no medical claims need to be filed to get the \$432. It will be paid in equal payments over the same number of salary payments. If employee leaves employment before the end of the year, employee forfeits any remaining payments.
 - c. Because the \$432 is taxable wages, any employee who is PERS eligible will have 6% deducted for PERS. This will increase their PERS wages for the year and the employee can withdraw these funds from PERS any time they leave PERS employment.

ARTICLE 11: Mileage Allowance and Use of Personal Vehicles

1. Employees who use private cars as part of the regular educational program or drive students to any school-related activity when requested to do so and when approved by the principal shall be reimbursed at the IRS-approved rate. However, the District will not reimburse for travel within a twenty-five (25) mile radius of Oregon City on duty days when an employee is not required to report to duty.
2. Approved travel outside the District within a two hundred (200) mile radius of Oregon City shall be reimbursed at the IRS-approved rate.
3. Approved travel beyond the two hundred (200) mile radius will be reimbursed in the amount of round-trip fare on public conveyance.
4. Employees transporting students or using their own vehicle for other school business must show proof of a valid Oregon Driver's License and in-force auto insurance as required by District Policy prior to providing transportation. Employees will not be required to use a private vehicle to transport students.

ARTICLE 12: Leaves

1. Sick Leave
 - a. Employees in the bargaining unit who are absent because of personal illness shall receive compensation during such absence in accordance with Oregon law. Accumulated sick leave may be used annually for illnesses of the employee's spouse, children, and parents. Other persons shall also be covered provided they are living in the house of the employee. Accumulated sick leave may also be used to cover an employee's absence for family medical leave that qualifies under the State (OFLA) and Federal (FMLA) Family Leave Acts.
 - b. The District shall allow each employee in the bargaining unit at least ten (10) days sick leave at full pay for each school year, or one (1) day per month employed for each month in which an employee is scheduled to work ten (10) or more days, whichever is greater.
 - c. When an employee will be absent from work, that employee shall notify the supervisor. If the absence will be for consecutive days, the supervisor shall be notified of the probable date of return.
 - d. Sick leave in excess of five (5) consecutive workdays, the District may require the employee to provide certification from the employee's attending physician or practitioner that illness or injury prevented the employee from working.
 - e. For purposes of determining retirement benefits, sick leave not taken will accumulate without limit until retirement.

- f. Employees transferring to or from another public entity will be allowed to transfer up to 75 days of unused sick leave. After thirty (30) days employment in the District, the employee may use all of the transferred sick leave.
- g. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statements shall be subject to disciplinary action by the District.
- h. An employee whose term of illness extends through June 30 of any given fiscal year shall not be credited for additional sick leave hours in the new fiscal year until that employee has returned to work.
- i. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except unused days which will be transferred upon request to other school districts or reported to PERS as allowed by law.
- j. When an employee is absent due to illness or injury, compensable under Workers' Compensation benefits law, the District's obligation to pay under this sick leave article is limited to the difference between the payment received from Workers' Compensation and the employee's regular salary. In such instances, prorated charges will be made against accrued sick leave.
- k. The District premium allowances provided in Article 10, Insurance, will continue to be paid per employee on Workers' Compensation up to two (2) months after the employee exhausts his/her sick leave.

Subject to the terms of Article 20, Seniority, an employee who is released for return to duty by the attending physician after being on a compensated Workers' Compensation claim, shall be reinstated to the classification held at the time of injury.

2. Bereavement Leave

- a. Bereavement leave with full pay shall be allowed up to five (5) days for each death in the immediate family (as defined in Article 1) during any school year.
- b. One workday per year of bereavement leave will be granted in the event of the death of a non-family member or close friend(s). This workday will be equal to the number of hours normally assigned the employee. This leave may be granted in increments of no less than one (1) hour and may be used as needed until the equivalent time has been exhausted. The Human Resources administrator may grant additional leave for required travel or additional occurrences. Additional leave may be paid, unpaid, or flexed.
- c. The District retains the right to require the employee to supply justification of time required for bereavement-related activities.

3. Emergency/Business Leave

Emergency/business leave may be requested by employees for situations which clearly must be attended to during the employee's assigned working hours. Requests for such leave will be reviewed and, if appropriate, approved by the building principal or supervisor with the approval of the Director of Human Resources. This leave benefit shall be considered leave-with-pay, separate from and in addition to sick leave and other leaves. Emergency/business leave shall be approved under the following conditions:

- a. An emergency is defined as a situation or condition, not covered by any other policy, over which the employee has no control and which demands the employee's presence during the workday.
- b. Such leave shall be in actual time off for all employees. Such leave shall not exceed a total of three (3) workdays per eligible employee per fiscal year.
- c. Such leave used or unused shall not accumulate from year to year and shall not be granted or used to attend to matters that can be attended to outside the assigned work hours.
- d. Such leave may be granted or used for immediate family members' illness, medical, dental or optical appointments or other business reasons deemed appropriate by the District.
- e. Requests for emergency/business leave must be presented in writing on the Classified Emergency/Business Leave Request form and signed by the appropriate supervisor as soon as possible after the need is identified and at least three (3) days prior to the intended absence (except in cases of emergency).
- f. Emergency leave days shall be arranged with the employee's immediate supervisor as early as possible in order to provide time to obtain a substitute during the absence of the employee.
- g. The emergency/business leave portion of this contract may not be used to extend the employee's vacation or holiday season or to participate in litigation against the District.
- h. If an employee has used all emergency leave due in part to inclement weather, the employee may apply to the superintendent or his designee for up to one additional day of emergency leave.

4. Extended Leave

Leave for an on-the-job injury shall be allowed for the total time the employee is unable to perform the duties of the District. Such leave shall be without compensation. An employee on extended leave shall, at the end of such leave, be returned to that employee's position in the District prior to the leave or the first available similar position for which qualified. If physical limitations exist, the District will attempt to find a position in the

District for the affected employee where the physical limitation is of no consequence, in accordance with ORS Chapter 656.

5. Professional Meeting Leave

- a. Classified employees may be allowed to attend professional meetings that are designed to improve their knowledge and work performance as related to their employment with the District. All requests for such meetings, with a copy of the program, must be filed with the Director of Human Resources at least three (3) weeks prior to the conference. The attendance at the conference must have the recommendation of the supervisor and the approval of the Director of Human Resources.
- b. Reimbursement for expenses to authorized meetings.
 - (1) Actual expenses of registration fees, meals (the amount provided to the teaching staff), lodging, and travel will be paid by the District as reported on forms furnished by the Business Office.
 - (2) Travel by private car to meetings within a radius of 200 miles of Oregon City will be paid at the IRS-approved rate. Travel by private car beyond a 200-mile radius may be reimbursed in the amount of a round-trip fare on public conveyance or the District will pay mileage on one car for each four (4) delegates attending the conference.
 - (3) Employees attending approved professional meetings will suffer no loss of regular workday pay but shall not be compensated for any extra hours.

6. Association Leave

Association representatives, elected or appointed, may be granted time off with pay from their regular school duties to attend meetings of interest to the Association. The Association shall reimburse the District for the cost of substitutes for the employees utilizing the leave.

7. Leave Without Pay

- a. An employee may be allowed leave without pay for the duration of not more than twelve (12) months upon recommendation of the supervisor and approval of the Superintendent.
- b. Group insurance programs the employee participated in prior to leave without pay may be continued by the employee (not to exceed twelve [12] months), who shall pay the premium to Benefit Help Solutions, in advance, before the 20th of each month preceding the month to be covered. Failure to make premium payments on time will cause insurance to lapse.

- c. Employees on unpaid leaves of absence are required to notify the Superintendent of their intention to return to work at least twenty (20) days prior to the end of the leave. An employee on leave without pay shall, at the end of such leave, be eligible for reassignment to a position within the District, if a vacancy exists for which the employee is qualified. The employee's position on the salary schedule will be determined by the assignment. Should the assignment be different from the one held before the leave, the probationary period must be satisfactory. All benefits to which an employee was entitled at the time leave commenced, including unused sick leave, will be retained upon return to employment by the District. Increases in compensation that went into effect during the time the employee was on leave without pay shall be applied to the employee's compensation upon returning from leave.
- d. Unpaid medical/pregnancy leaves of absence for up to four (4) months will be granted with guaranteed return to the same position unless the reduction in force provisions of Article 23 have resulted in a layoff. A physician's release will be required prior to the employee's return to work. An extension of this leave may be granted through written request to the Director of Human Resources.

This medical leave will be granted to the employee upon certification from the employee's attending physician or practitioner that illness or injury prevents the employee from working. In addition to personal illness, the leave will be granted for illness in the employee's immediate family as defined in state and federal family medical leave acts.

- e. Unpaid leave of up to four (4) months may be granted to any employee for the purpose of adoption of a child.

8. Court Appearances / Jury Duty

- a. When employees appear in court proceedings on their own behalf, they shall be granted such leave without pay. If employees are called for jury duty or are subpoenaed as a witness in a court case in which they personally are not involved, they will be entitled to reimbursement by the District at the straight-time hourly rate of their regular job for the hours of work necessarily lost as a result of court appearance on duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement. The basis to determine compensation shall be the employee's daily regular assigned hours.
- b. Day-shift employees will be required to report for work if their court appearance ends on any day in time to permit at least two (2) hours of work in the balance of their regular shift. If employees are dismissed by the court with at least two (2) hours left on their working shifts, they shall report to work or lose the time. Other shift employees may report but will not be required to report for work on any day they have performed court duty for more than one-half (1/2) of the employee's workday, provided such absence shall be without pay.

Hours paid for court appearances will be counted as hours worked for the purpose of computing leave benefits and insurance contributions. Any combination of court and work time will not exceed the employee's normal workday (with the exception that court hours could exceed regular work hours).

ARTICLE 13: School Closures

1. When schools are closed to students because of inclement weather or other reasons of an emergency nature, the following procedures will be implemented:
 - a. All classified employees other than those listed in item "2" below will be contacted by their immediate supervisor, prior to the time they normally leave for work, and informed if they are to report to work or not.
 - b. All classified employees who are informed that they are to report to work and do so will be paid in accordance with this contract.
2. All custodial, maintenance and grounds staff members, bus mechanics and the bus serviceperson, and administration office staff and head secretaries are to report to work. If they cannot report to work, they are to contact their supervisors as soon as possible.

If they are unable to report to work as required, they may use flex time (with the make-up time to be determined by the principal/supervisor) or paid emergency leave (if not already used up); otherwise, absences will be unpaid leave except where employee was already out on other paid leave.
3. It is understood that those employees who are not required to report to work will be paid for the day according to one of the two alternatives listed in the second paragraph of item "2" above. A third option would be to work the day of closure with prior approval of the principal/supervisor. However, in the event it is necessary for the District to make up days due to emergency closure, it is agreed the employees shall not be paid for more than the number of workdays set forth in their individual employment agreement.
4. In situations other than inclement weather, should the District decide to close a school(s) too late to notify affected employees (less than an hour prior to an employee's start of the work day), or after the employee(s) have reported to work, the affected employee(s) shall receive a minimum of two hours of pay for that workday.
5. Extended closures shall be handled in a manner consistent with 2. and 3. above.

ARTICLE 14: Overtime / Compensatory Time / Flex Time

1. A full-time employee's workweek shall normally consist of forty (40) hours of work or paid leave/holiday/vacation within the workweek (12:00 am Sunday through 11:59 pm Saturday).

2. Definitions

For definitions of Compensatory Time and Flex Time, refer to Article 1. Definitions

3. District-Requested Overtime

a. Employees may not work hours in excess of forty (40) in one workweek without the advance approval of their supervising administrator. The administrator shall establish a process by which the employee can contact an administrator or supervisor during the shift to get authorization for additional hours in special circumstances.

b. Hours worked in excess of forty (40) in one workweek will be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay.

c. The District may require employees working overtime to take compensatory time off in lieu of receiving payment for hours worked in excess of forty (40) in one workweek. Compensatory time shall be awarded at a rate of one and one-half (1½) hours of compensatory time off for every hour worked above forty (40) in one workweek. However, if the employee is unable to secure the approval of his/her supervisor to take the compensatory time off within the following four (4) months, (or by the end of the fiscal year, whichever comes first,) the employee may request and shall be paid for the value of the compensatory time.

d. Arrangements to use compensatory time must be made with mutual consent of the employee and supervisor. Arrangements must be made in a written request to the immediate supervisor. Compensatory time must be taken in blocks of no less than one-quarter hour. All compensatory time must be used in the fiscal year in which it is earned.

4. Employees and supervisors will keep records of all extra time worked and time off taken.

5. Employee-Requested "Flex Time"

Flex time is exchanged time. Employees may request flex time with supervisor approval on a ratio of one (1) hour for every hour work (i.e., for one [1] hour off with pay, an employee will work one [1] extra hour without pay). Arrangements to use flex time must be made with mutual consent of the employee and supervisor.

6. Employer-Requested "Flex Time"

When an employee is required to report for work outside regularly assigned work hours, but within a forty (40) hour workweek, flex time may be granted or required in lieu of additional compensation. Such earned flex time in excess of two hours per request shall be taken in increments of no less than one-half of the additional time worked. Employee may propose an alternative schedule to be approved by the supervisor.

ARTICLE 15: Lunch and Rest Periods

1. Each employee shall receive a fifteen (15) minute break during each four (4) hour period of consecutive work. Such break shall be as close as possible to the midpoint of the work period. Such breaks will be scheduled by the employee's immediate supervisor. Breaks will not be used for regular early departure or late arrival nor are they regarded as accumulative if not taken. Breaks may not be combined with or used to extend a meal period or shorten the workday, except as allowed by law.
2. Each employee working five (5) hours or more shall receive an uninterrupted, unpaid lunch period of at least one-half (1/2) hour period. An employee on unpaid lunch period is free to leave the building during the duty-free period. Employees working six (6) hours or more may not use the lunch period to shorten the workday, except as allowed by law.

ARTICLE 16: Paid Vacation Allowance

1. Effective July 1, 1993, new hires who work less than eleven (11) months will not be eligible for paid vacation benefits. All employees hired prior to July 1, 1993, will continue to receive paid vacation benefits as outlined in No. 2 through 6 below.
2. Less-Than-12-Month Employees
 - a. After one (1) full school year of employment, all regular employees who work less than the full twelve (12) month period will receive one (1) week of paid vacation based on their normal workweek, this vacation normally to be taken during the spring vacation. Should it be necessary to change the calendar because of inclement weather or other school closures, the vacation will be paid at the close of the school year. Vacation time, or balance of, for ten (10) and ten and one-half (10-1/2) month employees will be paid on the June payday.
 - b. After three (3) years of employment, all regular employees who work nine (9) months or more but less than twelve (12) months will receive paid Christmas vacation of five (5) days in addition to the three (3) paid holidays (December 24, Christmas Day and January 1).

3. 12-Month Employees

All employees whose work assignment covers a twelve (12) month period are entitled to receive vacations with pay on the following basis:

- a. After one (1) complete year of service in the District, six (6) days paid vacation. See "4" below for less than one year.
- b. Each year thereafter through the fifth year, ten (10) days of vacation.
- c. Each year thereafter through the ninth year, twelve (12) days of vacation.
- d. Beginning with ten (10) years of service in the District, fifteen (15) days of vacation.
- e. After ten (10) years of service, each one (1) year of service with the District beginning with the eleventh (11th) year, one additional day of vacation shall be added to the employee's accrued rates to a maximum of twenty (20) days per year.

Years of Employment Completed	Vacation Earned
1 Year (12 months)	6 Days
2 - 5 Years	10 Days
6 - 9 Years	12 Days
10 Years	15 Days
11 Years	16 Days
12 Years	17 Days
13 Years	18 Days
14 Years	19 Days
15 Years	20 Days

- f. After three (3) years of employment, an employee may be granted one (1) week of vacation time during the period when school is in session. The district may limit the number of employees to be granted vacation at the same time district-wide.

4. First Year Vacation

- a. Vacation for all beginning, qualified employees (11-month work year) will be prorated on the basis of one-half (1/2) day of vacation earned for each month worked prior to June 30 of that contract year. For a month to be counted as worked, the employee must have been employed for over ten (10) workdays of that month.
- b. This vacation time will be taken during the summer months immediately following the school year for twelve (12) month employees. Vacation time for less than twelve (12) month employees will be paid on the June payday.

5. Each year of full-time employment as a less than twelve (12) month employee shall be counted as a year of service in calculating vacation allowance for an employee who later becomes a twelve (12) month employee.
6. Any employment with the District that began prior to February 1 of the first fiscal year of employment shall qualify as a "full school year of employment" or "year(s) of employment."

ARTICLE 17: Paid Holidays

1. Paid holidays for regular employees in the bargaining unit shall be:
 - a. Labor Day
 - b. Veteran's Day
 - c. Thanksgiving Day and the day after
 - d. December 24
 - e. Christmas Day
 - f. New Year's Day
 - g. Martin Luther King Day
 - h. President's Day
 - i. Memorial Day
 - j. Independence Day (12-month employees only or other employees that work ten [10] workdays immediately following July 4)
2. If a holiday falls on a Saturday, the preceding Friday is considered a holiday only if school is not in session. If a holiday falls on Sunday, the following Monday is considered a holiday only if school is not in session. When a holiday falls on Saturday or Sunday and school is in session on the applicable day off, the time shall be added to the annual vacation, except in the case of an employee who regularly works Saturday and takes that day as vacation time.
3. When these days are added to the vacation time, this vacation must be taken during the period between June 15 and August 14, unless prior approval is given by the immediate supervisor.
4. Any new holiday that the District observes, by being closed, will be considered a holiday under the terms of this article.

ARTICLE 18: Physical Examination

1. If an employee is required to have a medical/physical examination by the District and/or state regulations:
 - a. Cost of examination will be paid by the District.

- b. The District shall have the right to select the physician to perform the examination.
 - c. The District shall be responsible for providing either the employee or the examining physician with the forms to be completed by the physician.
 - d. The employee is to provide written release to the District-designated physician, allowing the release of medical information requested on the District-provided forms.
2. In the event the employee voluntarily terminates his or her employment with the District before the completion of five (5) months employment, one-half (1/2) the cost of the examination will be deducted from the last paycheck.

ARTICLE 19: Training

- 1. Employees attending training (excluding first aid, see No. 2 below) that is required by the District as a condition of continued employment in a specific job (e.g., Defensive Driving, CORE) will be compensated for hours spent in training at regular workday pay. (i.e., A driver at Range 13 in Step 3 will be compensated for required time training at Range 13, Step 3.) Compensation may be in the form of pay, flex time or compensatory time, in conformance with wage and hour law, at the discretion of the District. See Article 14. Workweek – Overtime / Compensatory Time / Flex Time.
- 2. At least once a year, the District will schedule a first aid course during regular work time for those employees required to hold a current first aid card. Employees missing this session through fault of their own may be required to complete the course on their own time without compensation.
- 3. Employees who are required to attend individually prescribed training in order to qualify for a promotion, assume new job responsibilities, or remediate identified deficiencies in performance will suffer no loss of regular workday pay but will not be compensated for any extra work.
- 4. Whenever training is required, the District will pay the cost of course/class registration and/or fees prior to the employee starting such class. The employee must request payment five (5) workdays in advance of the class.

ARTICLE 20: Seniority / Layoff and Recall

- 1. Seniority shall be defined as the total length of uninterrupted service as a classified employee within the District since the most recent date of hire (first workday). For accounting purposes, unpaid leave shall not terminate accumulated seniority. Unpaid leave (which is not protected by OFLA, FMLA or other law) of greater than 90 calendar days shall be used to break ties when seniority dates are the same. Employees who are laid off

and, subsequently reinstated, shall retain cumulative seniority for all periods worked, except for the period of layoff.

2. If a building has lost hours, cuts will be made based on the needs of the building while taking into account the seniority, knowledge, skills, experience and availability of the employees affected. When hours are restored, they will go back by seniority to the people who lost hours, unless the new hours are connected with state/federal funding. If a problem occurs, the principal will go to the people involved to work out a solution first. If no solution can be found, the principal's decision should prevail. The 27-month time limit would remain in effect as it is under normal reduction in force conditions.

3. Transportation (Bus Drivers)

- a. Extra Runs: Extra runs are all runs that do not operate on a regularly scheduled basis.

For purposes of this section only, bus driver seniority shall be defined as that employee's length of continuous service as a driver with the District, including all authorized leave with pay. New drivers will be placed in the pool for in-district trips after a three-month probationary period and a six-month probationary period for out-of-district trips.

- b. An advisory council comprised of:

- (1) Three (3) District representatives
- (2) OSEA Chapter President appointees as follows:
 - (a) Two (2) bus drivers
 - (b) One (1) contract negotiation team member

will meet to recommend revisions of policies and procedures and to recommend new items for the *Transportation Department's Driver's Manual*. The *Manual* shall be reviewed and revised as necessary.

4. When the District determines that a reduction in force is necessary, the District shall immediately notify, in writing, the employee(s) involved and the Association, and consult with the Association president as soon as possible before the contemplated layoff. The notice shall include the specific position(s) to be affected, the proposed time schedule and the reasons for the proposed action, assuming this information is available when the notice is given or as soon as possible thereafter. Employees to be laid off shall receive written notice not later than two (2) weeks prior to layoff.
5. Employees slated for layoff shall be identified within a specific position in which a reduction is to be made in inverse order of seniority (least senior laid off first) as defined in paragraph 1. of this article unless, in the District's judgment, retention of special job skills is required by the operating requirements of the District. The identified employee who has greater seniority than another employee in the same classification, holding a lower ranged job title, will be placed by the District in that position. The District will place the employee in the closest comparable range unless, in

the District's judgment, retention of special job interpersonal skills is required by the operating requirements of the District. No permanent employee will be laid off within a specific job title until all temporary employees in that job title are laid off.

Employees who are laid off may not bump into a position on a higher range on the salary schedule. The employee who is assigned to a position lower on the salary schedule shall be placed on the salary range for the position on the same step the employee was on in the previous range. If this reduction results in a loss of total compensation of 20% or more, the employee who takes the lower salaried position will remain on the recall list for the lost position.

6. Any employee to be laid off shall be allowed to retreat to any position previously held, provided the employee is as equally qualified for the position as the employee now holding the job and has greater seniority. Special job skills, as provided in "5" above, may also be considered.
7. Employees shall be recalled from the layoff list in inverse order of layoff within position first and then within classification (last laid off, first recalled). When a position opens in any job classification the employee has previously held and for which the employee remains qualified, employees will be recalled by seniority.

Employees who have retreated to previously held positions shall be recalled in the same manner as if they had not retreated.

8. When vacancies become available in positions into which no individual on layoff can be recalled under provisions in "7" above, employees on layoff shall be given first consideration for the vacant position, based on seniority and job skills required.
9. Employees shall remain on the recall list for a period of twenty-seven (27) months. If not recalled by the end of that period, they shall be considered terminated in good standing and shall have no further right to recall. A refusal of recall shall constitute voluntary termination and such employee shall lose any further right to recall unless the employee is temporarily incapacitated by illness or injury. A period of ten (10) workdays shall be allowed for time to return to work in the event the employee has taken temporary employment elsewhere and must give notice to that employer. Employees on layoff status are to notify the District Human Resources Department of any change in their address during the layoff period. The District will attempt, by certified mail to the last known address, to recall laid off employees as provided in "7" and "8" above before filling vacancies with employees new to the District.
10. An employee will not lose the right to recall if he/she rejects an offer of employment that provides less than 80 percent (80%) of the compensation he/she received prior to layoff. However, hours of employment are subject to change at any time pursuant to District discretion. A refusal of recall that meets the 80 percent test shall constitute voluntary termination and such employee shall lose any further right to recall unless the employee is temporarily incapacitated by illness or injury.

11. Employees who are laid off and who are subsequently reinstated within twenty-seven (27) months shall retain their full seniority as earned prior to layoff.

ARTICLE 21: Job Posting

1. The Association's president will receive an electronic notice of all job openings for classified employees in the District. In addition, all employees in the bargaining unit will be given access to receive electronic notification of job postings. Physical postings will be sent to those work sites without electronic access. The notification shall be at least five (5) days prior to the closing of the open position. The five (5) day period may be waived in extenuating circumstances, and the Association president will be notified of the need to do so.
2. All summer job openings will be posted on the District website. The Association president will receive an electronic notice of all job openings. Employees will have access to electronic notification.
3. An employee who is part of the bargaining unit may apply for any open position.
4. Classified employees wanting information on specific job openings during the summer months may use the District website and report their interest in writing to the Director of Human Resources before the closing date.

ARTICLE 22: Job Application

1. When an open position (newly created or existing) is available for employees covered by the provisions of this contract, employees may apply for the open position in the bargaining unit. Performance standards and qualifications shall be stated at the time the open position is posted.
2. Qualified current regular employees shall be given first consideration for all open positions. Employees in a probationary period will not be given first consideration for an open position when qualified regular employees have applied. No more than three (3) qualified in-district applicants (0-3) are required to be interviewed for each posted, classified position.
3. If two (2) or more regular employee applicants are equally qualified, first consideration shall be given on the basis of current job classification and seniority.
4. Employees applying for an open position in the District must notify the Human Resources Department in writing (keep a copy of notification) on or before the closing date of the open job.
5. The District shall, within ten (10) workdays of filling the posted position, notify the applicants in writing that the position has been filled. A request can be made of the administrator or supervisor as to the reasons for the applicant not being selected for the posted position.

ARTICLE 23: Personnel Records

1. The personnel records of all employees in the bargaining unit shall be maintained in the District's Human Resources Department. Such personnel records shall not contain any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material, or a statement by the employee or a witness that the employee has been shown the material and has refused to sign or initial such material. An employee shall have the right to attach a written statement of explanation to any material which the employee believes to be incorrect or derogatory.

The District shall designate a supervisor to evaluate employees on an annual basis. Where employees receive day-to-day direction from non-supervisors, input from the non-supervisor may be considered by the supervisor.

2. Letters of caution, consultation, warning, admonishment, and reprimand may be removed and destroyed after three (3) years from the date they have been placed in the employee's personnel file upon request by employee and approval of the Superintendent. Employees' personnel records shall be available for inspection upon their request.
3. Employees may, upon request, receive a copy of everything in their personnel records, except pre-employment references. The District must also, when requested, furnish employees a certified copy of their personnel file up to and including sixty (60) days following separation from the District. The District may, at its option, charge for the actual cost of material and labor for providing those records.

ARTICLE 24: Disciplinary Action

1. Discipline, excluding oral warnings, shall not be allowed until the employee subjected to such action has the opportunity to request an employee representative be present at such meeting. At that time the employee will be informed of the charges and given an opportunity to respond. Disciplinary action will not occur until an investigation confirms the charges.

2. Inappropriate Behavior

With the exception of misconduct, employees will receive an oral warning prior to disciplinary action.

3. Performance Deficiencies

If, in the opinion of the District, an employee is not satisfactorily fulfilling the job responsibilities, the employee shall be given a warning of the unsatisfactory performance and reasonable opportunity to improve prior to dismissal or other disciplinary action. The warning shall indicate where job deficiencies exist and the action that the employee needs to take, as well as any assistance that may be provided to allow the employee to

improve performance to a satisfactory level for each cited deficiency. The period of time for improvement shall be specified in writing and, at the end of that period, the employee will be evaluated again. If performance is still unsatisfactory, the employee may be dismissed or another remediation process initiated. This provision shall not apply to employees while in their probationary period.

4. Misconduct

In the event of alleged insubordination; harassing behavior; criminal conduct; reporting for work under the influence of intoxicating liquor or illegal drugs; or the use, possession or distribution by the employee on District premises, property, or during work time, of an intoxicating liquor, controlled, or illegal substance; or similar incidents of misconduct, the employee may be suspended immediately from employment until such charges are investigated and a decision is made to continue or terminate employment.

If the investigation confirms the misconduct and the decision is made to dismiss, the termination date will be the date of suspension. If the investigation does not confirm the misconduct or dismissal is not decided upon by the administration, the employee will be immediately reinstated without loss of pay or other benefits. Investigation and decision concerning charges against the suspended employee will normally not exceed ten (10) workdays from the time of suspension, unless an extension is mutually agreed upon by the District and the Association.

5. Procedural Due Process

- a. An employee who has been suspended, demoted or dismissed will have the right to respond to the disciplinary action through the submission of a grievance using the procedure set forth in Article 29 Grievance Procedure.
- b. When a recommendation for dismissal has been made an employee may request a hearing with the Superintendent or designee, at which time the employee may respond to charges, with the assistance of a representative or counsel, if desired.
- c. Upon written request within fifteen (15) calendar days of notice of termination or demotion, an employee shall have the right to a post-termination hearing to be held in closed or open session as provided by ORS 332.544, at which time the employee may be represented by counsel.

ARTICLE 25: Association Dues

1. The District agrees to deduct from the wages of each Association member the dues of the Association. Authorization shall be in writing by each employee on the form provided by the Association.

2. The District further agrees to continue to honor dues deduction authorization executed by the employee in favor of the Association.
3. All classified employees in the bargaining unit who are not members of the Association shall have deducted from their pay a fee determined by the State OSEA, but not to exceed current Association dues, called "Fair Share" (as defined in Article 1.2.e.).
4. The District agrees to transmit the dues deducted from all classified employees with a check-off list and the amount of dues and fair share to the state office of the Oregon School Employees Association by the 15th of the month following payroll deduction.

Note: New District employees may choose to join Oregon City OSEA immediately, upon employment.

ARTICLE 26: Existing Conditions

The parties acknowledge that during the negotiation which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. This agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all the rights and obligations of the parties.

All prior agreements, conditions, practices, customs, usages, and obligations are completely superseded and revoked to the extent deemed desirable by the District insofar as any such prior agreement, condition, practice, custom, policy, usage or obligation is not contained and specifically expressed in this agreement.

ARTICLE 27: Contracting Out

1. Prior to contracting out any work presently being accomplished by the employees in the bargaining unit where their jobs and their livelihood are involved, in addition to any requirements set by state law, the District agrees to meet with the legal representative of the Association or other Association representative, review such proposed contracting out and allow such representative full opportunity to comment. Under the requirements of state law, if the District decides to take steps to contract out work done exclusively by bargaining unit members, the District will notify the Association in writing of the proposed action and, if the Association demands to bargain within fourteen (14) days, the decision and impact of contracting out will be bargained in accordance with ORS 243.698.
2. In the event of contracting out, present employees will be given first consideration for all positions.

ARTICLE 28: Funding

1. The parties recognize the revenue needed to fund the compensation provided by this agreement must be established by budget procedures, by sources of revenue and funding from the State.
2. All compensation and economic benefits are therefore contingent upon sources of revenue. If the proposed budget or unavailability of budgeted resources requires curtailment of the negotiated compensation or benefits, then the following provisions may be modified. The District and the Association agree to meet, problem-solve and negotiate to determine methods and means for the loss of revenue.
 - a. Salary
 - b. Insurance
 - c. Tuition Reimbursement
 - d. Paid Leaves

In addition, either side may include for renegotiation up to four (4) other articles by Association or District choice.

3. The District will consider input from the Association prior to making any monetary or staffing reductions which affect bargaining unit members.

ARTICLE 29: Grievance Procedure

1. The grievance procedure is designed to provide for the orderly resolution of any grievance arising out of purported violation, interpretation or application of any provision of this agreement.
2. The Association or an employee or group of employees of the District shall have access to these procedures for the purpose of resolving grievances affecting the individual(s). There shall be no restraint, interference, discrimination or reprisals against any employee for choosing to use these procedures for the resolution of any grievance. Any case involving the dismissal or demotion of an employee(s) shall be considered a policy grievance.
3. Any grievance must be initiated within fifteen (15) days following the occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until after the fifteen (15) days had passed, then he/she or they must initiate action within ten (10) days following their first knowledge of the cause. An aggrieved will be considered to have no grievance if action is not initiated within specified time limits. The term "day" in this article refers to days the District Office is open.
4. The grievance procedure shall not be used as a device to control or establish District programs, goals, or purposes.
5. Employees may appear on their own behalf or may be represented at all stages of the grievance procedure by a designated Association

representative to appear with them or for them at any step in the appeal, except Level I (One).

6. It is the object of the procedure to encourage prompt resolution of grievances and dispositions of any complaint at the lowest organizational level possible.
7. The time limits may be extended by mutual consent in writing by the parties involved at any level.
8. A grievance shall be considered resolved at any level where mutual agreement has been reached or at which the aggrieved fails to request further consideration of the grievance at the next level within the time limits specified in these procedures.
9. Except as required by law, if a grievant elects to pursue legal action outside the District, the grievance procedure is automatically terminated.
10. As used in this agreement, the term "aggrieved" shall mean an employee or group of employees who initiates a complaint.

Policy Grievance Procedure

Step I

- A. As used in this agreement, "policy grievance" shall mean a contention by an employee or group of employees that the aggrieved (he/she or they) have been subject to a violation of District policy(ies) and/or administrative rules and regulations.
- B. In disputes which may arise from claims of violation, misinterpretation or inappropriate application of school district policies and/or administrative rules and regulations, a thorough discussion of the complaint shall be conducted by the aggrieved and the immediate supervisor to seek grounds for the resolution of the problem.
- C. If the grievance is initially presented orally and is not resolved within five (5) days of presentation, then the aggrieved shall reduce the grievance to writing and submit the same to the immediate supervisor within the next five (5) days following. A written grievance shall contain the following information:
 1. Name and position of the aggrieved.
 2. A statement of the grievance and the facts involved, including relevant dates.
 3. A reference to the applicable provisions of the Board policy or administrative rule, if any.
 4. The corrective action requested.
 5. Signature of aggrieved.

- D. If the grievance is submitted in writing following an initial oral presentation, the immediate supervisor may request a further meeting with the aggrieved. In any event, the immediate supervisor shall render a decision in writing to the aggrieved within five (5) days after receipt of the written complaint.
- E. In the event the problem cannot be resolved at Step I, the aggrieved may request a formal grievance conference as provided for in Step II of these procedures.

Step II

- A. Any aggrieved who has not had the grievance resolved at Step I may request in writing a conference with his/her immediate supervisor and the appropriate administration office administrator. The aggrieved shall submit with the request for a conference a statement which sets forth the basis and the particulars of the grievance.
- B. Upon receipt of the request for a grievance conference, the appropriate administration office administrator shall schedule the conference so that it will take place within five (5) days of the receipt of the request and shall immediately notify the aggrieved and his/her immediate supervisor in writing of the time and place of the conference.
- C. The appropriate administration office administrator shall render his/her decision in writing to the aggrieved, with a copy to the Superintendent and supervisor within five (5) days following the conference.
- D. If the decision of the appropriate administration office administrator is not acceptable to the aggrieved, he/she may appeal the decision to the Superintendent. The appeal shall be submitted within five (5) days of receipt of the written decision of the appropriate administration office administrator and shall include: (1) a copy of the decision being appealed; (2) the basis of the grievance; and (3) the reasons the decision is considered to be unacceptable.

Step III

- A. The Superintendent or designee within ten (10) days of receipt of the grievance shall study all material pertinent to the dispute; conduct whatever hearings deemed necessary and present recommendations in writing to the parties of interest.
- B. The grievant may request a hearing with the Superintendent or designee. If the decision of the Superintendent or designee is considered unacceptable by the aggrieved, an appeal may be submitted to the School Board within five (5) days after receiving the decision of the Superintendent or designee.

Step IV

- A. Within thirty (30) days after receiving the appeal request, the School Board shall conduct a hearing in which the parties to the dispute may present their respective positions on the matter. At least five (5) days prior to the date of the hearing, the Superintendent or designee shall notify in writing the parties of interest of the time and place of the hearing.
- B. Within five (5) days following the conclusion of the hearing, the School Board shall decide the matter and communicate its decision, in writing, along with supporting reasons thereof, to the parties involved. The decision of the School Board shall be final and binding on all parties and not subject to appeal through arbitration or the filing of an unfair labor practice.

Contract Grievance Procedures

Level I

Disputes about the interpretation, application, or alleged violation of this agreement shall be called contract grievances, shall be filed in the same manner and shall be subject to the same restrictions and general provisions and procedures as a policy grievance.

Level II

If the aggrieved is not satisfied with the disposition of the grievance through the procedure referred to in Contract Grievance Procedure, Level I, within ten (10) days after a decision has been rendered, the aggrieved may file the grievance in writing with the Superintendent of Schools and a copy of the appeal forwarded to the principal.

Level III

- A. If the aggrieved is not satisfied with the disposition of the grievance at Level II, he/she may request in writing that the grievance be submitted to arbitration.

If the grievant has also filed a policy grievance concerning the same fact situation and the procedure through Step IV has not been completed, the demand for arbitration shall be held until the Board has issued its decision in the policy grievance.

- B. Within ten (10) school days after such written notice of submission to arbitration, the Board and the aggrieved shall attempt to agree upon a mutually-acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Employment Relations Board Conciliation Service by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association (limited service) in the selection of an arbitrator and the conduct of the hearing.

- C. The arbitrator so elected shall confer with the representatives of the Board and the aggrieved and hold hearings promptly, and shall issue the decision no later than twenty (20) days from close of hearings. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have the power only to interpret this agreement and determine if it has been violated. The decision of the arbitrator shall be submitted to the Board and the aggrieved and shall be final and binding on both parties.
- D. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE 30: Tuition Reimbursement

- 1. The District will reimburse for tuition not to exceed the Portland State University tuition rate for six (6) quarter hours per year maximum.
 - a. All classes taken must be related to the employee's duties and approved in advance by the Director of Human Resources of School District No. 62.
 - b. The District will pay for no more than the equivalent of three (3) quarter hours per quarter or three (3) semester hours per quarter during the school year (August to June).
 - c. The District will not pay for more than six (6) quarter hours of classes in one (1) school year.
 - d. The District will not pay for classes that are paid by other sources, such as scholarships or governmental grants, or for any classes attended during the regular workday.
 - e. Payment will be made after the employee provides evidence of successful completion of the course. The employee must receive a grade equivalent of a "C" or better in all graded classes. The employee must receive a "P" in the grading of all pass or fail classes.
 - f. If any employee resigns, the employee will reimburse the District for any class taken at the District's expense during the previous month employed.
 - g. The deadline for filing for reimbursement is as follows:
 - (1) Summer Quarter - October 31
 - (2) Fall Quarter - February 1
 - (3) Winter Quarter - April 30
 - (4) Spring Quarter - June 30

2. Tuition will be paid as follows:
 - a. Forty (40) hours per week, tuition will be paid in full up to six (6) quarter hours. This is not to exceed the Portland State University tuition rate.
 - b. Thirty (30) to thirty-nine (39) hours per week, 3/4 of the cost of the class. This is not to exceed three-fourths (3/4) of the PSU tuition rate.
 - c. Twenty (20) to twenty-nine (29) hours per week, 1/2 of the cost of the class. This is not to exceed one-half (1/2) of the PSU tuition rate.

3. Prepayment of Tuition

- a. Upon request of the employee and completion of the appropriate forms, a check will be made payable to the employee for prepayment of tuition. Fourteen (14) days' notice shall be required.
- b. Tuition for classes taken during the summer will not be prepaid. Tuition reimbursement will be made upon application at the beginning of the following school year after demonstrating successful completion of the class.
- c. If, after receiving prepayment of tuition, the employee is unable to provide evidence of successful completion of the course as stipulated in 1.e., reimbursement to the District will be in the form of a payroll deduction at the next pay period.

4. Staff Development

The District and the Association shall continue to work together each year to plan and execute staff development opportunities for all classified employees. Such activities may be held on days designated as inservice or make-up days. This shall be accomplished by a committee represented by Association and District designees. It shall be left to the discretion of the OSEA leadership to select the classified representatives to this committee.

ARTICLE 31: Job Description

1. The District will consult with the Association before determining which job descriptions will be reviewed and updated. The Association may bring to the District's attention any job descriptions to be reviewed for needed updating.
2. When the District determines that a particular job description needs to be updated, input will be sought from employees in the affected job group and their supervisors as to the accuracy and completeness of current job descriptions.
3. All information gathered about the affected job position shall be reviewed by a committee consisting of three (3) District and three (3)

Association representatives. One of the Association's representatives shall be from the classification to be reviewed.

4. Based upon input from employees and supervisors, the committee will recommend any necessary modifications of job descriptions to the Superintendent or his/her designee. The District shall make the final determination as to whether and how to change a given job description.
5. The District will send new descriptions and proposed salary placements to the President of the Association, who will respond with Association input within one week. New positions may be posted with salary "to be announced" pending Association input. If the Association is not satisfied with the final District salary placement decision, the Association may demand to bargain within fourteen (14) days of receiving the proposed salary placement. Bargaining would then proceed according to ORS 243.698. The District may implement its proposed salary placement pending completion of bargaining. If a different salary placement is agreed upon during bargaining, that placement shall be implemented as of the date agreed upon by the parties.

ARTICLE 32: Tool Allowance

Employees required to have their own tools to perform their duty shall be allowed up to \$300 per year for tool allowance/replacement costs. The District will supply all other needed tools, including power tools, pneumatic tools and special equipment necessary to perform specific job functions.

APPENDIX A-1: 2013-2014 Classified Salary Schedule

Hourly Rates of Pay								
RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
5	9.61	10.09	10.59	11.12	11.68	12.26	12.87	13.51
6	10.09	10.59	11.12	11.68	12.26	12.87	13.51	14.19
7	10.59	11.12	11.68	12.26	12.87	13.51	14.19	14.90
8	11.12	11.68	12.26	12.87	13.51	14.19	14.90	15.65
9	11.68	12.26	12.87	13.51	14.19	14.90	15.65	16.43
10	12.26	12.87	13.51	14.19	14.90	15.65	16.43	17.25
11	12.87	13.51	14.19	14.90	15.65	16.43	17.25	18.11
12	13.51	14.19	14.90	15.65	16.43	17.25	18.11	19.02
13	14.19	14.90	15.65	16.43	17.25	18.11	19.02	19.97
14	14.90	15.65	16.43	17.25	18.11	19.02	19.97	20.97
15	15.65	16.43	17.25	18.11	19.02	19.97	20.97	22.02
16	16.43	17.25	18.11	19.02	19.97	20.97	22.02	23.12
17	17.25	18.11	19.02	19.97	20.97	22.02	23.12	24.28
18	18.11	19.02	19.97	20.97	22.02	23.12	24.28	25.49
19	19.02	19.97	20.97	22.02	23.12	24.28	25.49	26.76

Monthly Rates of Pay 8 hours/260 Days								
RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
5	1 666	1 749	1 836	1 927	2 025	2 125	2 231	2 342
6	1 749	1 836	1 927	2 025	2 125	2 231	2 342	2460
7	1 836	1 927	2 025	2 125	2 231	2 342	2460	2 583
8	1 927	2 025	2 125	2 231	2 342	2 460	2 583	2 713
9	2 025	2 125	2 231	2 342	2 460	2 583	2 713	2 848
10	2 125	2 231	2 342	2 460	2 583	2 713	2 848	2 990
11	2 231	2 342	2460	2 583	2 713	2 848	2 990	3 139
12	2 342	2460	2 583	2 713	2 848	2 990	3 139	3 297
13	2 460	2 583	2 713	2 848	2 990	3 139	3 297	3 461
14	2 583	2 713	2 848	2 990	3 139	3 297	3 461	3 635
15	2 713	2 848	2 990	3 139	3 297	3 461	3 635	3 817
16	2 848	2 990	3 139	3 297	3 461	3 635	3 817	4 007
17	2 990	3 139	3 297	3 461	3 635	3 817	4 007	4 209
18	3 139	3 297	3 461	3 635	3 817	4 007	4 209	4 418
19	3 297	3 461	3 635	3 817	4 007	4 209	4 418	4 638

2013-2014 CLASSIFIED INSURANCE BENEFITS	
ASSIGNED DAILY HOURS	MONTHLY BENEFIT DOLLARS
7-8	\$1 284.62
6- 6.99	\$963.47
5- 5.99	\$802.89
4-4.99	\$642.32
LESS THAN 4	\$0.00

APPENDIX A-2: 2014-2015 Classified Salary Schedule

Hourly Rates of Pay								
RANGE	STEP A	STEPS	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
5	9.71	10.20	10.71	11.25	11.81	12.40	13.02	13.67
6	10.20	10.71	11.25	11.81	12.40	13.02	13.67	14.35
7	10.71	11.25	11.81	12.40	13.02	13.67	14.35	15.07
8	11.25	11.81	12.40	13.02	13.67	14.35	15.07	15.82
9	11.81	12.40	13.02	13.67	14.35	15.07	15.82	16.61
10	12.40	13.02	13.67	14.35	15.07	15.82	16.61	17.44
11	13.02	13.67	14.35	15.07	15.82	16.61	17.44	18.31
12	13.67	14.35	15.07	15.82	16.61	17.44	18.31	19.23
13	14.35	15.07	15.82	16.61	17.44	18.31	19.23	20.19
14	15.07	15.82	16.61	17.44	18.31	19.23	20.19	21.20
15	15.82	16.61	17.44	18.31	19.23	20.19	21.20	22.26
16	16.61	17.44	18.31	19.23	20.19	21.20	22.26	23.37
17	17.44	18.31	19.23	20.19	21.20	22.26	23.37	24.54
18	18.31	19.23	20.19	21.20	22.26	23.37	24.54	25.77
19	19.23	20.19	21.20	22.26	23.37	24.54	25.77	27.06

Monthly Rates of Pay 8 hours/260 Days								
RANGE	STEP A	STEPS	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
5	1 683	1 768	1 856	1 950	2 047	2 149	2 257	2 369
6	1 768	1 856	1 950	2 047	2 149	2 257	2 369	2 487
7	1 856	1 950	2 047	2 149	2 257	2 369	2 487	2 612
8	1 950	2 047	2 149	2 257	2 369	2 487	2 612	2 742
9	2 047	2 149	2 257	2 369	2 487	2 612	2 742	2 879
10	2 149	2 257	2 369	2 487	2 612	2 742	2 879	3 023
11	2 257	2 369	2 487	2 612	2 742	2 879	3 023	3 174
12	2 369	2 487	2 612	2 742	2 879	3 023	3 174	3 333
13	2 487	2 612	2 742	2 879	3 023	3 174	3 333	3 500
14	2 612	2 742	2 879	3 023	3 174	3 333	3 500	3 675
15	2 742	2 879	3 023	3 174	3 333	3 500	3 675	3 858
16	2 879	3 023	3 174	3 333	3 500	3 675	3 858	4 051
17	3 023	3 174	3 333	3 500	3 675	3 858	4 051	4 254
18	3 174	3 333	3 500	3 675	3 858	4 051	4 254	4 467
19	3 333	3 500	3 675	3 858	4 051	4 254	4 467	4 690

2014-2015 CLASSIFIED INSURANCE BENEFITS	
ASSIGNED DAILY HOURS	MONTHLY BENEFIT DOLLARS
7-8	\$1 284.62
6- 6.99	\$963.47
5- 5.99	\$802.89
4-4.99	\$642.32
LESSTHAN4	\$0.00

APPENDIX A-3: 2015-2016 Classified Salary Schedule

Hourly Rates of Pay

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
5	9.71	10.20	10.71	11.25	11.81	12.40	13.02	13.67
6	10.20	10.71	11.25	11.81	12.40	13.02	13.67	14.35
7	10.71	11.25	11.81	12.40	13.02	13.67	14.35	15.07
8	11.25	11.81	12.40	13.02	13.67	14.35	15.07	15.82
9	11.81	12.40	13.02	13.67	14.35	15.07	15.82	16.61
10	12.40	13.02	13.67	14.35	15.07	15.82	16.61	17.44
11	13.02	13.67	14.35	15.07	15.82	16.61	17.44	18.31
12	13.67	14.35	15.07	15.82	16.61	17.44	18.31	19.23
13	14.35	15.07	15.82	16.61	17.44	18.31	19.23	20.19
14	15.07	15.82	16.61	17.44	18.31	19.23	20.19	21.20
15	15.82	16.61	17.44	18.31	19.23	20.19	21.20	22.26
16	16.61	17.44	18.31	19.23	20.19	21.20	22.26	23.37
17	17.44	18.31	19.23	20.19	21.20	22.26	23.37	24.54
18	18.31	19.23	20.19	21.20	22.26	23.37	24.54	25.77
19	19.23	20.19	21.20	22.26	23.37	24.54	25.77	27.06

Monthly Rates of Pay (Annual / 12 months)

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
5	1,683	1,768	1,856	1,950	2,047	2,149	2,257	2,369
6	1,768	1,856	1,950	2,047	2,149	2,257	2,369	2,487
7	1,856	1,950	2,047	2,149	2,257	2,369	2,487	2,612
8	1,950	2,047	2,149	2,257	2,369	2,487	2,612	2,742
9	2,047	2,149	2,257	2,369	2,487	2,612	2,742	2,879
10	2,149	2,257	2,369	2,487	2,612	2,742	2,879	3,023
11	2,257	2,369	2,487	2,612	2,742	2,879	3,023	3,174
12	2,369	2,487	2,612	2,742	2,879	3,023	3,174	3,333
13	2,487	2,612	2,742	2,879	3,023	3,174	3,333	3,500
14	2,612	2,742	2,879	3,023	3,174	3,333	3,500	3,675
15	2,742	2,879	3,023	3,174	3,333	3,500	3,675	3,858
16	2,879	3,023	3,174	3,333	3,500	3,675	3,858	4,051
17	3,023	3,174	3,333	3,500	3,675	3,858	4,051	4,254
18	3,174	3,333	3,500	3,675	3,858	4,051	4,254	4,467
19	3,333	3,500	3,675	3,858	4,051	4,254	4,467	4,690

2015-16 CLASSIFIED INSURANCE BENEFITS

ASSIGNED DAILY HOURS	MONTHLY BENEFIT DOLLARS
7-8	1,284.62
6-6.99	963.47
5-5.99	802.89
4-4.99	642.32
LESS THAN 4	0

APPENDIX B: CLASSIFICATIONS JOB AND RANGE ASSIGNMENT

Clerical Staff:

Administration Office Personnel (i.e., secretarial, bookkeeper, clerical)	Range 10-14
Alternative Instructional Strategies Program Assistant	Range 14
Elementary Principal's Secretary	Range 14
Head District Special Services Secretary	Range 14
Middle School Principal's Secretary	Range 14
Vice Principal's Secretary /Secondary Administrative Secretary	Range 12
Work Experience Specialist.....	Range 12
Maintenance Secretary	Range 12
Assessment Secretary	Range 12
Community Schools Secretary(Secretary II)	Range 12
MS Counseling Secretary.....	Range 12
District Homeless Liaison (Title I).....	Range 11
Migrant Home-School Consultant.....	Range 11
District Health Services Secretary.....	Range 12
OCHS Athletic Secretary.....	Range 14
OCHS Attendance Secretary	Range 13
OCHS Bookkeeper.....	Range 11
OCHS Building Coordinator	Range 12
OCHS Health Services Secretary.....	Range 12
OCHS Principal's Secretary	Range 15
OCHS Receptionist.....	Range 12
OCHS Registrar	Range 14
OCHS Special Services Secretary	Range 12
OCHS Student Body Accountant	Range 12
OCHS Testing Secretary	Range 12
Webmaster and Social Media Specialist	Range 12
Records Secretary	Range 13
Student Records Clerk/Receptionist.....	Range 13
Youth Transition Assistant	Range 12
Instructional Assistant	Range 10
Instructional Assistant (completed District pre-approved program).....	Range 11
Bilingual Instructional Assistant.....	Range 10
Media Assistant (was Media Secretary)	Range 10
Personal Care/Special Ed. Instructional Assistant.....	Range 10
Service Learning Coordinator	Range 10
Special Education Instructional Assistant.....	Range 10
Life Skills Instructional Assistant - (grandfather R11 to R12)	Range 11/12
Structured Learning Center Instructional Assistant.....	Range 12
Secretary II / Counseling Secretary II.....	Range 12
Support Services Secretary.....	Range 9
General Assistant.....	Range 7

Custodian and Maintenance Staff:

Building Engineer - OCHS	Range 19
Head Night Custodian - OCHS.....	Range 16
Groundskeeper - OCHS.....	Range 14
Head Custodian – Middle School / Jackson Campus	Range 15
Head Night Custodian - Middle School.....	Range 13
Head Day Custodian – Elementary and Eastham	Range 13
Maintenance/Custodian - OCHS	Range 12

Custodian and Maintenance Staff: (Cont.)

Middle School Custodian / Groundskeeper	Range 11
Day Custodian at High School/Middle School	Range 11
Night Custodian - High School, Middle School and Elementary	Range 11
Eastham Community Center and Barclay Custodian.....	Range 11
Administration Office, IMC, SAGE Custodian.....	Range 11
Lead Maintenance Person.....	Range 19
Utility Maintenance/Electrician	Range 17
Carpenter.....	Range 17
Utility Maintenance.....	Range 15
Maintenance Specialist	Range 15
Groundskeeper - Maintenance.....	Range 14
District Courier	Range 13
Substitute Custodians	Range 10

Transportation:

Head Mechanic.....	Range 18
Mechanic.....	Range 16
Mechanic's Assistant.....	Range 15
Office Coordinator and/or Routing Specialist.....	Range 14
Serviceperson.....	Range 13
Special Needs Transportation Coordinator/Trainer.....	Range 17
Bus Driver.....	Range 12
Special Needs Driver / Contracted Sub-Driver	Range 13
Transportation Assistant.....	Range 9

Nutrition Services:

High School Food Service Manager.....	Range 15
High School Assistant Food Service Manager.....	Range 14
Transport Cook.....	Range 10
Assistant Cook Secondary (Baker).....	Range 9
Middle School Lead	Range 9
Cook's Helper	Range 7
Food Serving Assistant I	Range 7
Food Serving Assistant II	Range 6
Substitute Cooks.....	Range 5

Other:

District Network Specialist.....	Range 19
Certified Occupational Therapy Assistant.....	Range 17
School District Buyer.....	Range 16
Family Liaison (Grant Funded).....	Range 16
Educational Interpreter.....	Range 16
District Curriculum Support Specialist.....	Range 15
District Technology Specialist	Range 15
Community School Coordinator	Range 14
Campus Supervisor	Range 13
Printing Specialist	Range 12
Computer Technician.....	Range 12
Licensed Speech-Language Pathology Assistant.....	Range 15
Human Development Center Head of Child Care.....	Range 10
Human Development Center Assistant Head of Child Care	Range 10
Student Support Specialist.....	Range 15

APPENDIX C: Furlough Days

For the 2013-2014 and the 2014-2015 school year, the contract year shall be **reduced by eight (8) furlough days**. The eight (8) contract days to be reduced from the school year shall be three (3) student contact days, three (3) conference days, and two (2) to be determined by the administrator. **If the District's ending fund balance reaches \$2.885 million one student contact day will be returned to the school calendar. If the ending fund balance reaches \$3.07 million an additional professional development day will be returned to the school calendar.** The loss of salary from the contract day reductions shall be adjusted over the school year beginning with the first contract payment. There shall be no loss or interruption of insurance coverage for bargaining unit employees due to the reduction of the school year.

CONTRACT AGREEMENT

Between

SCHOOL DISTRICT NO.62

and

OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER NO. 14

This contract is made and entered into this 14th day of October 2013 by the Oregon School Employees Association, Chapter No. 14, hereinafter referred to as the "Association" and The Board of Education of School District No. 62, hereinafter referred to as the "District".

Now, therefore, the parties agree to be bound by the provisions set forth on this page and in the attached pages.

This agreement shall be effective as of July 1, 2013, and remain in effect until June 30, 2016, subject to provisions of Article 30 – Funding.

For 2015 – 2016, compensation and insurance will be subject to negotiations in the spring of 2015.

Notification shall be given no later than January 15, 2016 of intent to negotiate a successor agreement.

In witness whereof, the parties hereby affix their signatures as of the date first above written.

FOR THE ASSOCIATION:

THE DISTRICT:

President

Board Chairman

Superintendent

Memorandum of Understanding

Between

Oregon City School District N. 62

And

Oregon School Employees Association

The Oregon City School District 62 ("Employer") has adopted the HRA VEBA plan offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest (collectively the "Plan"): the **Standard HRA Plan**, which shall be integrated with the Employer's or another qualified group health plan and to which the Employer shall remit contributions on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted by applicable law from time to time. Employer agrees to contribute to the Plan on behalf of all employees in the Oregon City Chapter No. 14 of the Oregon School Employees Association ("Group") defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans

Plan Year:

The first year would be December 1, 2013 through September 30, 2014. The second year (and subsequent years) would be October 1st through September 30th to match the insurance plan year.

Contribution Frequency:

Monthly contributions are to be made on or before the first of the month based on the formula below, (see Contribution Amount). Contributions will be submitted to the Third Party Administrator within five business days of the payday for that month. For example, the December 2013 contribution payment would be submitted to the Third Party Administrator within five business days of December 25, 2013.

Contribution Amount:

For the first year, divide \$250,000 by ten months, and then divide the quotient by the number of eligible employees that month. For example, if there were 350 eligible employees the contribution for each employee would be $\$25,000/350 = \71.42 .

All eligible employees will receive the same contribution amount, however, the actual amount of the monthly contribution may vary depending upon the number of eligible employees for the month. For example one month the contribution may be \$71.42 for all eligible employees, but for another month the contribution may be \$73.52 for all eligible employees.

For the second year, divide \$300,000 by twelve months, and then divide the quotient by the number of eligible employees for the month.

Eligibility:

Eligible employees are those contracted to work four (4) or more hours per day or twenty (20) hours per week. Further, employees must be covered under an OEBC medical plan through the Oregon City School District or another OEBC entity. If an employee is covered under an OEBC medical plan through an entity other than the Oregon City School District, the employee must provide proof of coverage to the Oregon City School District.

Employees not covered under an OEBC medical plan are ineligible for this HRA VEBA.

Eligibility will be determined based on the timesheets submitted for the pay period immediately preceding the contribution date. For example, use the timesheets submitted in mid-December for the December 2013 payday to determine eligibility for the December contribution.

Employees on unpaid leave for *more than half* of the pay period are not eligible for contributions for that month. Employees on unpaid leave for half of the pay period, or for less than half of the pay period remain eligible for contributions for that month.

Employees Contracted To Work Less Than 12 Months Per Year:

Employees who are contracted to work less than 12 months per year will remain eligible for contributions in the summer months. Eligibility will be based on the timesheet for the last pay period submitted. For example, if an employee is not contracted to work in July or August, his/her eligibility for contributions for July and August will be based on the time sheet submitted in June. If the employee was eligible for a contribution in June, s/he would remain eligible for contributions in July and August, and would not have to submit a timesheet for those pay periods.

New Hires:

New hires that work *less than half* of the initial pay period are not eligible for a contribution until the second month following the first day of work. For example, if an employee's first day of work were November 18, 2013 (more than half way through the pay period), s/he would not be eligible for the December 2013 contribution, but would be eligible for the January 2014 contribution.

Terminations:

Employees who terminate employment with the District will be eligible to receive contributions for the last month a time sheet was submitted. For example, if an employee terminated on March 15th (after the cutoff date for the March payroll), his/her final contribution would be the one for April, regardless of the number of days worked in the last pay period.

Exception: If an employee terminates his/her employment with the District after completing the entire work year for that position, the employee will remain eligible for contributions through the month of August.

Change in Eligibility Based on Hours Worked:

If an employee's hours were reduced to less than four (4) per day or less than twenty (20) hours per week, that employee would no longer be eligible for this HRA VEBA. Employees in this circumstance would receive a final contribution for the month following the change in hours.

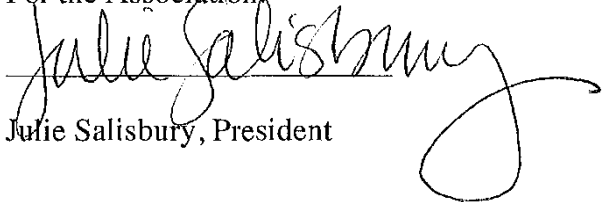
The term of this agreement shall be from December 1, 2013 to September 20, 2015.

Agreed to on this 12th day of November 2013.

For the District: /

Larry Didway, Superintendent

For the Association:


Julie Salisbury, President

**Oregon City School District
School Board Meeting**

1516-07 Ratify Classified Bargained Agreement

Contact: John Ogden

Discussion:

The summarized terms below have been negotiated between representatives of the Oregon City Chapter of the Oregon School Employees Association (OSEA) and the Board of Education of Oregon City School District, and ratified by the active membership of OSEA:

- Full contract year
- Full Steps and Longevity
- No COLA

Article 10 – Insurance

- o Number 7. If an employee terminates his/her employment with the district after completing the entire work year for that position, the employee's insurance benefit shall continue through the month of ~~August~~ **September**.
- o District contribution toward insurance cap remains the same for the 15-16 school year. The HRA benefit will be extended through September 30, 2016

Duration of Agreement:

2015-16 through 2016-17 with limited opener in Spring of 2016 for the following:

- Article 9—Compensation
- Article 10—Insurance
- Article 12—Leaves

Triggers

- If the 2015-17 State School Fund is 7.4 billion or higher (unrestricted), the 2015-16 longevity stipend will be paid 1.5 times the contract amount.
- If the 2015-16 audited unrestricted ending fund balance is \$4,140,000 or higher, the longevity stipend will be increased by 2 times the contract amount & becomes permanent.

Recommendation:

Approve.

1516-07 RATIFY CLASSIFIED BARGAINED AGREEMENT

BE IT RESOLVED that the Board of Education of Oregon City School District ratifies the Collective Bargaining Agreement between the Association and the Board for the 2015-16 through the 2016-17 school years, with salaries subject to negotiation in 2016.