Collective Bargaining Agreement

2015-2018

Revised July 2016 per bargaining re-opener

Gervais School District No. 1

And

Oregon School Employees Association/
AFT Local 6732, AFL-CIO

On behalf of
OSEA Chapter 135

A Member's Union
OSEA
AFT Local 6732

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Collective Bargaining Agreement

Between

Gervais School District No. 1

And

Oregon School Employees Association/AFT Local 6732, AFL-CIO

On behalf of OSEA Chapter 135

This Collective Bargaining Agreement (CBA) is made and entered into this 1 July 2015 by the Oregon School Employees Association/AFT Local 6732, AFL-CIO ("the Union" or "OSEA") on behalf of OSEA Chapter 135 and Gervais School District No. 1 (the "Board" or "District"). This Collective Bargaining Agreement incorporates the sole and complete agreement reached between the District and the Union resulting from negotiations held pursuant to the provisions of ORS 243.650 et seq. Now, therefore, it is hereby agreed by, and between, the parties as follows:

Article 1 - Recognition

A. The District recognizes the Union as the exclusive representative for purposes of employment relations for all full-time and part-time classified personnel employed by the District, excluding temporary, supervisory, and confidential employees.

B. All new employees shall serve a probationary period of one hundred twenty (120) workdays. For the period of probation, Article 5 - Layoff and Recall, Article 13 - Discipline and Dismissal, and Article 15 - Grievance Procedure, do not apply to probationary employees.

C. Employees applying for a different position must have passed the initial probationary period. Employees hired into a different position shall serve a trial period of thirty (30) calendar days in the new position. At any time during the trial period the district may, at its discretion, terminate the employee's service in the new position. If a termination does occur, an attempt to return the employee to a substantially equivalent position will be made.

D. Substitute employees shall be hired by the district for a period of not more than ninety (90) workdays in the same assignment. Substitutes are generally hired to replace regular employees who are absent on a short-term basis, to fill a vacancy during a posting and recruitment process, or to fill a vacancy of less than ninety (90) workdays. A substitute employee will be terminated at the end of their service or ninety (90) workdays.

E. A temporary employee is a person who is working in a time- or task-specific job, and is in addition to regular employees. Employees hired under limited duration federal grant funding are exempt from this article. The district will not create temporary positions that exceed one (1) contract year.

Article 2 - Nondiscrimination

A. The District will not coerce or restrain an employee in the exercise of the employee's rights under ORS 243.650 to 243.782; provided, however, this Article shall not be subject to the grievance procedure set forth in this contract, it being the intent of the parties the employee's remedy, if any, shall be sought through the appropriate state agency.

B. All references to employees covered by this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Article 3 - Union Rights

A. Use of Building Facilities. Upon reasonable advanced request, the Union may be allowed use of District facilities for meetings, provided that such facility is not required for regular use and that the District is reimbursed for any costs (excluding rent) incurred in such Union use.

B. The Union may post materials related to Union business on a designated bulletin board in each school's staff room. The bulletin board shall be furnished by the District.

C. Upon request of the Union, the District may duplicate Union materials on District duplicating equipment at times which do not interrupt normal District operations. Costs incurred by the District for making copies shall not exceed twenty (20) cents per page and will be borne by the Union. Any reasonable repair costs due to damage done as a result of such equipment usage by Union representatives shall be borne by the Union.

D. By October 15 of each year, the District will provide the Union with a copy of the District staff directory which contains the names, addresses, and telephone numbers of classified employees the District has on file. Upon request by the Union, not to exceed four (4) in one (1) year, the superintendent's office will update the Union's copy of the staff directory.

E. Union Representatives' Visits. Upon reasonable notice and proper introduction, official non-employee Union representatives will be allowed access to work areas. At no time shall such visits cause an interruption of work. The Union shall provide the District with an updated list of authorized representatives.

F. The District will deduct Union dues from the wages during the term of this Agreement of each employee who has authorized such deduction in writing on Union forms. Dues so deducted will be transmitted by the 15th of the following month to the central office of OSEA, 4735 Liberty Road South, Salem, Oregon 97302.

G. Fair Share.

1. All bargaining unit employees shall pay fair share dues equal to the amount required by the Union for regular membership. The District agrees to deduct such dues from the wages of each bargaining unit employee who is not a member of the Union and transmit the fair share deduction to the central office of OSEA monthly.

2. In accordance with the intent of ORS 243.666(1), if an employee certifies to the Union in writing the presence of bona fide religious tenets or teachings in a church or religious body of which such employee is a member, the provisions of the above shall not apply. Such employee shall pay an amount equal to the full, regular dues to a non-religious charity or charitable organization mutually agreed upon by the employee and the Union.

The employee shall provide written proof to the District and the Union that this has been done.

3. The Union agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this Article.

H. Union officers and building representatives shall be identified to the district in writing. Such representatives shall be allowed time off with pay when such representative is required by the district to attend a meeting with representatives of the district. The district shall not be obligated to overtime compensation due to the provisions of this article. Local union representatives shall be granted five (5) minutes to meet with each new employee at the work site to share information regarding union matters. Duly authorized representatives of the union may transact union business on school property during periods employees in the unit are on their lunch period, during breaks or outside of scheduled work hours.

I. During negotiations of a successor agreement, where the district and the union mutually agree to meet during employees regularly scheduled work hours, employees serving on the union bargaining team will be released without loss of pay to attend such meetings.

Article 4 - Workday and Work Schedule

A. Hours of Work. The full-time workweek shall consist of forty (40) hours within the designated workweek. To the extent consistent with the operational needs and requirements of the District, the District will schedule work so that an employee will receive either Friday and Saturday or Sunday and Monday off. The District reserves the sole discretion over operational needs and requirements of employee work schedules. The District is obligated to inform the Union about any proposed changes.

B. Overtime.

1. Eligible employees shall be compensated at the rate of one and one-half (1 ½) times their regular rate of pay in the form of pay or compensatory time off for all assigned work in excess of forty (40) hours in any workweek. All overtime work shall require the prior authorization of the District.

2. Overtime shall be computed to the nearest minute. Overtime pay shall be based on the actual number of hours on duty per week. For the purpose of computing overtime, all hours an employee actually works shall be credited as time worked in computing total work period hours. If an employee is regularly assigned to more than one duty with different rates of pay, the overtime rate shall be an average of the rates of pay, at one and one-half (1½) times the averaged rate of pay.

3. In the event that a sufficient number of available, acceptable personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional personnel as are deemed necessary by the District shall be required to work overtime.

C. Unpaid meal periods of not less than 30 minutes will be provided to employees that work 6 or more hours in one work period. An employee may take an employer-paid rest period of not less than 10 minutes for every segment of four hours or major part thereof (two hours and one minute through four hours) work in one work period.

D. Call Back. When an employee is called back to work after his or her regular shift, he or she shall be paid for a minimum of one hour's work at his or her overtime rate.

Article 5 - Layoff and Recall

A. The Board, at its discretion, may determine a reduction in force is appropriate. Staff will be laid off in inverse order of seniority based upon their total length of continuous service with the District. In the event that the District has evidence that an employee has skills, abilities, and/or experience as judged by the District in the context of the anticipated future staffing requirements of the District, that employee may be retained notwithstanding seniority. The District bears the burden of proof that the less senior employee has more skills, abilities, and/or experience over a more a senior employee.

B. The District shall notify the Union and the affected employees at least thirty (30) calendar days prior to the effective date of any layoff, unless an unanticipated revenue shortfall or other emergency conditions prevent such notice. Notice to the Union shall include a copy of the seniority list for the affected classification.

C. In the event two (2) or more employees working in the same classified specialty are judged by the District to have the same skill, ability, and experience, the employee with the greater total time of service with the District shall be retained. In the event that two (2) employees are judged to have the same skill, ability, and experience, and have the same District and classification seniority then the OSEA Chapter 135 president or his/her designee and the superintendent/designee shall draw lots to determine which employee will be laid off.

D. Seniority shall be defined as the total time of continuous service with the District, beginning with the most recent date of hire, excluding time the employee is on an approved unpaid leave.

E. The District will maintain a list of staff members in the order they were laid off. Each staff member shall remain on such list for a period of fifteen (15) months after layoff, unless that person:

   1. Notifies the District in writing that he/she does not wish to be retained on the recall list;

   2. Resigns;

   3. Fails to accept a recall within ten (10) working days after written notice thereof by certified mail (return receipt requested).

F. Recall shall be limited to returning to a position within the classification that the employee held at the time of layoff.

Article 6 - Inclement Weather

A. When inclement weather or other unforeseen circumstances arise that causes the District to close schools, classified employees shall not report for work for any reason. Designated maintenance and office personnel will check with the superintendent or supervisor to determine if there will be work obligations.

B. The District will make every effort to make-up the day. If it is not possible to make-up the day, classified employees will be compensated for the day.

Article 7 - Vacancies

A. The District agrees to post job openings on bulletin boards and furnish a copy to the Union's president. The District shall post positions and interview candidates prior to filling such positions. Employees laid off under the Layoff and Recall article (Article 5) shall be given preference in filling the vacancy if they are on the recall list and if it was a position they had previously held at any time prior to being laid off, or a lower position in the same classification.

1. When an opening occurs an employee may apply for the vacant position. All qualified current employees shall be given consideration for the vacancy. If an employee is qualified for the position, they will be entitled to an interview for the position. The District is not obligated to interview more than 3 employees.

2. A current employee who is hired into a higher paying position shall be placed on the step closest to but higher than their current wage. If the employee was eligible for longevity, then their step placement will be increased by the percentage of their corresponding longevity increase. (20-24 Years 1.5% increase; 25-29 years 3.0% increase and 30+ years 5.0% increase)

B. A vacancy shall be defined as a bargaining unit position not presently occupied by an incumbent and which the District has determined to fill.

C. Transfer to a Lower Classification.

1. Involuntary. An employee involuntarily transferred to a classification lower than the one under which he/she is working shall be placed on the lower classification salary range at the same salary, or the nearest comparable salary, as he/she was receiving on the higher classification range. This section is not applicable if the involuntary transfer is the result of a layoff. If the involuntary transfer is a result of a layoff the employee will be placed on the proper range and corresponding step to which the employee's years of experience in the District qualifies the employee. Involuntary transfers to lower classifications that are not the result of a layoff shall be considered a demotion and are subject to the provisions of Article 13.

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

D. Except in the case of an emergency or the existence of conditions beyond the District's control, an employee who is involuntarily transferred shall receive at least five (5) working days-notice of such a transfer. Notice shall include the reason(s) for the transfer.

Article 8 - Agenda and Minutes

The agenda of Board meetings will be made available for posting by placing a copy in the OSEA Chapter 135 president's mailbox at the time it is made available to Board members. Minutes of the Board meetings will be made available by the same procedure no later than ten (10) days after Board approval of the minutes.

Article 9 - Vacation

A. Twelve month employees are granted vacations as follows:

- 1 year of employment: 1 week vacation*;
- 2-5 years of employment: 2 weeks vacation;
- 6-10 years of employment: 3 weeks vacation;
- 11 years of employment: 3 weeks, one day vacation;
- 12 years of employment: 3 weeks, two days vacation;
- 13 years of employment: 3 weeks, three days vacation;
- 14 years of employment: 3 weeks, four days vacation;
- 15 years of employment: 4 weeks vacation.

B. The vacation is with full pay. The superintendent or a designee shall have the discretion of approving vacation requests for each employee.

C. Any employee (or, in the event of the employee's death their beneficiary) who is laid off, retired, or terminated from the service of the District for any reason shall be compensated for all unused vacation time accumulated at the time of separation, prorated from the previous July 1. Unused vacation accruals shall not be forfeited.

* A first year employee on a 260-day contract accrues, on a monthly basis, one (1) week of vacation. Accrued vacation time may be used at the completion of the probationary period.

Article 10 - Holiday

A. Twelve- (12-) month employees in the bargaining unit shall be compensated for the holiday as though that employee had worked a regular schedule for the day and shall be available to the employee who is actively on the payroll of the District at the time of the holiday.

B. Holidays for twelve- (12-) month employees in the bargaining unit shall be as follows:

- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Memorial Day
- Independence Day
- MLK Day

C. Less-than-twelve- (12-) month employees shall receive the following holidays:

- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- Memorial Day
- MLK Day

Article 11 - Insurance

A. For the 2016-2017 school year, the District agrees to pay up to one thousand two hundred and eighty dollars ($1280) per full-time employee per month. In the event the composite premiums for insurance in any given school year exceed the aforementioned District contribution for that year, bargaining unit members shall be responsible for the amount in excess of the District contribution.

   Both parties agree to reopen the CBA to bargain the terms of Article 11 and Article 14 for the 2017-2018 school year. The union will provide notice to the District of our intent to reopen the CBA prior to March 15, 2017.

B. The Union has the choice of carrier and coverage pursuant to the rules and procedures of the Oregon Educators Benefits Board.

C. Bargaining unit staff working thirty (30) or more hours per week shall receive the full District insurance contribution and will have a composite rate structure for insurance. Bargaining unit staff working .5 FTE or more, but less than thirty (30) hours per week will receive a prorated District insurance contribution and will have a tiered rate structure for insurance.

D. Classified staff shall self-pay a Long-Term Disability Insurance Plan.

E. Full time employees that chose a high deductible plan that qualifies for a Health Savings Account (HSA) will be offered as an incentive paid into a HSA (Health Savings Account) the difference between their total benefit package cost and the district contribution up to the maximum contribution allowed by the IRS. In the first year that an employee chooses an insurance plan that is eligible for HSA, the district will contribute seven (7) months of the incentive between September and December, with the remaining amount equally during the balance of the fiscal year. Thereafter, contributions to the HSA will be made on a monthly basis.

Article 12 - Personnel Files

The District will provide employees with a copy and the opportunity to initial materials related to reprimands, warnings, or other disciplinary matters before placing the material in their personnel file (paper and electronic). The District will afford the employee an opportunity to place a written response to the material in his/her personnel file. Employees may request that material relating to reprimands, warnings, or other disciplinary matters that do not involve serious misconduct and that are at least three (3) years old be removed from the employee's personnel file provided the employee has no other disciplinary action pertaining to the same type of conduct in the prior three (3) years. Final decision on removal shall be at the superintendent's discretion.

Article 13 - Discipline and Dismissal

A. The District agrees to maintain a formal written demotion, discipline, and dismissal procedure for employees covered by this Agreement which shall provide for due process for employees who are disciplined or dismissed. This procedure shall include, but not be limited to, procedures dealing with employee-supervisor conferences concerning performance and required improvements, correction periods, and follow-up conferences. However, no employee shall be discharged or disciplined without just cause. The District policy and rule regarding discipline for classified employees shall remain in effect and unchanged during the term of this Agreement.

B. An employee has the right to appeal his or her demotion, discipline, or dismissal to the Board, upon written request within fifteen (15) days thereof. Such employee may be represented by a Union representative at such hearing. Discipline or dismissal actions may be appealed through the grievance procedure contained in this contract, but any such action will be limited to the issue of whether the District has violated the policy and procedures referenced above.

C. Nothing herein is intended to prevent the District from immediately suspending an employee with pay pending an investigation.

D. Members of the bargaining unit shall not be criticized in front of staff members, students, or parents, except when necessary for emergency or safety reasons. All bargaining unit members are expected to adhere to District confidentiality policies.

Article 14 - Wages

A. The District shall pay eligible employees' six percent (6%) contribution to his/her PERS/OPSRP IAP employee account.

B. Wages for bargaining unit members shall increase on July 1, 2016 by one and ¾ per cent (1.75%) for the 2016-2017 school year.

Every classified employee who is eligible for a step increase will receive a step increase on July 1 of each year.

The increases for 2015-2016 will be applied to the 2014-2015 wages and rates for each classification and step will be shown in Appendix A-1. The increases for 2016-2017 will be applied to the 2015-2016 wage scale. The rates for each classification and step will be shown in Appendix A-2.

Both parties agree to reopen the CBA to bargain the terms of Article 11 and Article 14 for the 2017-2018 school year. The union will provide notice to the District of our intent to reopen the CBA prior to March 15, 2017.

C. 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 be considered working out-of-classification. After five (5) consecutive workdays in such assignment, an employee shall be entitled to the rate of pay that is the same step in the new classification range or the rate of the first step of the new classification range, whichever is greater, for the remainder of the assignment.

D. Certified Instructional Assistants. Upon verification that an instructional assistant has successfully completed a *bona fide* instructional assistant certification curriculum through a post-secondary school program and has been certified, the instructional assistant shall be moved ahead two (2) steps on the wage schedule. The anniversary date for future step advancement shall be the date on which the certified instructional assistant was initially moved ahead. Instructional assistants who are so advanced on the wage schedule at the time they are certified that there are not two steps remaining for their movement shall receive an additional five percent (5%) over what their wage would otherwise be.

E. Assigned Interpretation & Translation.

1. Employees who apply for and meet the District-established standard for bilingual literacy as evidenced by their passing the approved literacy examination in both English and the respective non-English language, will be placed on the Second Language row at the same step.

F. Classified Bargaining unit staff members shall be paid in twelve (12) equal checks.

G. Classified employees that work in a coach or advisor position shall agree to limited number of hours for the position for the school year or season. The hourly rate of pay for the position will be minimum wage or higher and be according to the stipend amount listed in the licensed bargaining agreement.

Article 15 - Grievance Procedure

A. Definitions.

1. A "grievance" shall mean a complaint by an employee or the Union that there has been a violation of the provisions of this Agreement.

2. A "grievant" is the person or persons making the complaint.

B. The purpose of this procedure is to provide an orderly method for resolving grievances. The parties shall endeavor to settle any such differences at the lowest possible level and there shall be no suspension of work or interference with the operations of the District in the processing of grievances. Meetings or discussions involving grievances or the grievance procedure shall be scheduled at times so as not to interfere with employees' duties unless approved otherwise by the Superintendent.

C. The grievant must initiate the first step of the grievance procedure within ten (10) working days after the facts upon which the grievance is based first occurred or within ten (10) working days of the time when the grievant reasonably should have become aware of the facts giving rise to the grievance.

D. Grievances will be processed in conformance with the time frames contained in this Article unless otherwise mutually agreed upon by the parties.

1. Step One

a. The grievance shall be initiated by orally notifying the immediate supervisor of the grievance and the requested action.

b. If the grievance is not resolved within ten (10) working days by the immediate supervisor, the grievant may file a written grievance with the Superintendent within ten (10) working days from the response by the immediate supervisor. The grievance shall be placed on an OSEA grievance form and signed by the grievant and shall include the specific provision of the contract that is alleged to have been violated. Forms shall be available at the District Office and through the Union.

2. Step Two

If the written grievance is not resolved within ten (10) workdays after the grievance is filed with the superintendent, the grievant, within ten (10) days thereafter, may file the written grievance with the Board.

3. Step Three

   The Board shall render its decision in writing within thirty (30) calendar days of receipt of said grievance.

4. Step Four

   a. If the grievance is not settled at Step Three of the grievance procedure, except as otherwise provided in this Agreement, it may be appealed to binding arbitration provided that written notice of a request for arbitration is made to the superintendent within ten (10) working days following the Board's answer concerning the grievance.

   b. The arbitrator will be selected by the Union and the District striking names from a list supplied by the State of Oregon Employment Relations Board. The order of striking names will be determined by lot. The cost of arbitration will be borne equally by the Union and the District.

   c. The arbitrator shall have no power to add to, subtract from, modify, or amend any terms of this Agreement, and his/her decision shall be based upon whether or not the Agreement has been violated.

   d. A decision of the arbitrator shall, within the scope of his/her authority, be binding on the parties.

Article 16 - Leaves

A. Bereavement Leave. An employee is entitled to five (5) paid days of bereavement leave to attend to matters relating to the death of a family member as defined by OAR 839-009-0210 to include siblings and siblings in-law, not to exceed five (5) paid bereavement days in one school year.

Each employee shall have a total of ten (10) days (five (5) days unpaid or using other paid leaves) per the Oregon Family Medical Leave Law. This leave shall be used only in the event of a death in the immediate family as prescribed by law OAR 839-009-0210 to including siblings and siblings in-law.

B. Personal Leave.

1. Each employee shall be entitled to three (3) paid days for personal leave each year with the option to either receive fifty dollars ($50.00) reimbursement for one unused day or to carry one unused day to the following year. No more than a total of four (4) days may accumulate. Personal leave may be taken in increments of one (1) hour.

2. Except for true emergencies, personal leave must be requested from the Superintendent or his/her designee in writing at least two (2) days prior to the requested date of the leave. The request shall state the times requested to be excused from duty.

3. The Superintendent, except in cases of true emergency, may deny the use of personal leave immediately before or after a holiday, vacation period, or during the first or last weeks of school.

C. Sick Leave. All members of the bargaining unit shall receive paid sick leave as stated herein:

1. "Sick leave" means absence from duty because of an employee's illness or injury or the illness or injury of a member of the employee's family as defined by OAR 839-009-0210.

2. The District shall allow each employee ten (10) days sick leave for each school year or one (1) day per month employed, whichever is greater.

3. Employees must provide a fitness for duty form from the attending physician or practitioner if absent for illness 5 (five) or more consecutive workdays or if returning after a serious health condition.

4. Sick leave not taken shall accumulate for an unlimited number of days.

5. These days are granted according to state law, ORS 332.507, but not in addition to state law.

6. Employees may use accumulated sick leave for illness of a member of the immediate family as defined by OAR 839-009-0210.

D. Military Leave. Military leave will be administered in accordance with applicable state and federal law.

E. Court Appearances.

1. If an employee is called for jury duty or is subpoenaed as a witness in a court case in which he/she does not have an interest, monetary or otherwise, he/she will be entitled to reimbursement by the District at the straight-time hourly rate of his/her regular job for the hours of work necessarily lost as a result of a court appearance or duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement. Employees shall not be entitled to paid leave hereunder in proceedings by an employee or the Union against the District and/or proceedings in which the employee is a party or witness against the District.

2. Day shift employees will be required to report for any work if their court appearance ends on any day in time to permit at least two (2) hours work in the balance of their regular shift. They shall not receive pay for any hours not worked or in court. Other shift employees will not be required to report for any work on any day they have performed court duty for more than one-half (1/2) of their shift, 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.

F. Extended Leave Without Pay.

1. The District may grant unpaid leaves of absence for a specific period of time up to one (1) year when, in the District's judgment, such leaves would not hamper the District's operations. Such leaves shall not be granted for the purpose of seeking or engaging in other employment.

2. An employee on such leave shall maintain, but not add to, seniority and sick leave. Upon return, the employee shall be returned to the same position or one of comparable pay if one is available.

G. Donation of Leave. Effective July 1, 2009, with prior approval of the Superintendent, bargaining unit members may donate a portion of unused personal and sick leave to assist a fellow staff member who has exhausted his/her sick leave and personal leave prior to the end of the school year and is facing a catastrophic illness or injury. Personal leave may be

donated in half day or full day increments. An individual may not donate more than five (5) days total of combined sick and personal leave.

H. Union Leave

1. Union members shall be granted time to attend conferences, trainings, or to conduct association business; provided that the union shall reimburse the district for the full cost (including payroll expenses) of the employee's release time. The union shall notify the district in advance of its plan to utilize union leave, which employees will be using the leave, and the length of time for the leave, and to whom the billing should be sent. Such leaves shall be subject to the approval of the immediate supervisor and the superintendent.

2. Upon request, and with at least thirty (30) days prior notice, the district will grant:

    a. Paid leaves, as needed, for classified employees who have been elected to an OSEA state office for which time release is available, provided that OSEA shall reimburse the district for the full cost (including payroll expenses) of the employee's release time.

    b. A 2 year paid leave of absence to a classified employee who has been elected to an OSEA state office (i.e.: the OSEA State President) for which full-time time release is available, provided that OSEA shall reimburse the district for the full cost (including payroll expenses) of the employee's release time.

An additional 2 years may be granted upon request from the employee no less than thirty (30) days prior to the expiration of the original leave. The employee must notify the district no less than thirty (30) days prior to the expiration of the leave of the employee's intent to return to the bargaining unit. The district will seek to place the employee to a similar position upon return.

Article 17 - Reimbursement

A. When it is necessary for a bargaining unit member covered by this Agreement to return to the school after his/her regular shift as requested by the administration, he/she shall qualify for mileage reimbursement for the number of miles driven via the most direct route.

B. Employees shall also qualify for mileage reimbursement when required to use their personal vehicles for District-directed travel provided the employee submits the appropriate request for mileage reimbursement.

C. The mileage reimbursement rate shall be at the IRS rate.

Article 18 - Management Rights

The Union recognizes the District has the responsibility and authority to manage, direct, and otherwise control, on behalf of the public, all of the operations and activities of the District. The District retains all rights and prerogatives not limited by this Agreement.

By way of illustration, and not by way of a limitation, the management rights are as follows:

A. To manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the employer; and to determine the financial policies, including all accounting procedures and all matters pertaining to public relations;

B. To continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts, hours of work, starting times, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work hours, business hours or days;

C. The right to direct the working forces, including the right to hire, promote, suspend, discharge, or transfer employees, to assign work or extra duties to employees, to determine the size of the work force and to lay off employees;

D. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein; and to determine the placement of operations, production, services, maintenance, or distribution of work and the source of materials and supplies;

E. To adopt reasonable rules and regulations;

F. To determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing offices, departments, divisions, subdivisions, buildings, or other facilities;

G. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement;

H. To determine the policy affecting the selection, testing, or training of employees, providing such selection shall be based upon lawful criteria.

Article 19 - Strikes and Lockouts

The Union agrees that, during the term of this Agreement, it will not participate in any strike, work stoppage, slow down, or picket line observance which interferes with an employee's normal duties. Employees who participate in any such action may be subject to appropriate discipline including discharge. The District agrees that, during the term of this Agreement, there will be no lockout of members of the bargaining unit.

Article 20 - Reclassification

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 a job by way of a change in the job description, the District shall notify the union of the proposed change and will meet with the union to bargain the placement of the position on the wage scale.

C. When the union feels a position has evolved into a different classification, the two parties shall meet to bargain the placement of the position on the wage scale. Bargaining placement on the wage schedule shall be conducted according to the expedited bargaining provisions of ORS 243.698.

Article 21 - Savings Clause

Should any provision of this agreement; or any application thereof, be invalid by virtue of any federal law or state law, such specific portion of this Agreement shall remain in effect to the extent permitted by the terms of the law or order, but in all other respects the provisions of this Agreement shall continue in full force and effect. If requested by either party, the parties agree to enter the negotiations for the sole purpose of a replacement for the specific provisions invalidated.

Article 22 - Labor Management

A. Representatives from the Union and the District shall meet three (3) times per school year during the life of the agreement. The meeting dates will be established by mutual agreement of the Union and the District. There shall be three (3) members who will attend these meetings. One (1) shall be appointed by the Superintendent and two (2) by the president of OSEA Chapter 135. If the meetings are scheduled during work hours, the District shall release the employees with pay. If the meetings are not during an employee's scheduled work time, the meeting time shall not be considered compensable. The meetings may be canceled if both parties agree that there is nothing to discuss.

B. The purpose of these meetings shall be: to discuss matters of concern regarding the terms of this agreement.

C. Either the District or the Union may decide that the Labor-Management meetings may be suspended after written notification has been received by the District from OSEA Chapter 135 for a request to negotiate a successor agreement. If the meetings are suspended during bargaining, they may resume once both parties have ratified the agreement.

Article 23 - Professional Development

A. The District will provide $7,500 annually in professional development funds.

B. From the $7,500 professional development fund, individual classified employees are eligible for up to $900 of these funds per year. Any unused funds that have not been approved by May 15 will be dispersed equitably to members who were approved for $900 but their request was in excess of $900.

C. All permanent classified employees may apply for professional development funds to cover the cost of workshops, seminars, conferences, and college tuition (does not include travel expenses and incidental fees). To be eligible for these funds, all professional development must be preapproved and must be related to the employee's work assignment as determined by the direct supervisor or administrator. Request will be submitted on the *Classified Request for Professional Development Funds* form. A copy of every request form shall be sent to the chapter president.

D. An employee requesting these funds shall provide the superintendent or a designee proof that they successfully completed the professional development with a passing grade or a certificate of attendance, and the receipt of cost.

Article 24 - Entire Agreement

A. Both parties acknowledge that, during the course of the negotiations, which resulted in the execution of this Agreement, each party had the unlimited opportunity of making proposals, assessing proposals, and analyzing portions, and that this Agreement contains the full and complete agreement reached on all proposals considered in negotiations and supersedes all prior practices of the District.

B. The term of this Agreement shall be from July 1, 2015 up to and including June 30, 2018.

For the District:

Maria Caballero, School Board Chair

August 18, 2016
Date

Matt Henry, Superintendent

25 July 2016
Date

For the Union:

Charlene Weidemann, OSEA Chapter 135 President

July 25, 2016
Date

Hal Meyerdierk, OSEA Field Representative

25 July 2016
Date

2016-17

	Classifications	1	2	3	4	5	6	7	8	9	10	11	12	20-24 yr in position	25-29 yr in position	30+ yr in position
A	Food Service Assistant / Day Care Worker / Child Care Worker	$11.32	$11.61	$11.91	$12.22	$12.53	$12.86	$13.17	$13.51	$13.87	$14.22	$14.58	$14.95	$16.03	$17.67	$20.10
B	Food Service Transport / Day Care Assistant	$12.27	$12.57	$12.90	$13.22	$13.58	$13.93	$14.28	$14.65	$15.00	$15.40	$15.80	$16.21	$17.69	$19.12	$21.79
C																
D	Cook	$12.69	$13.03	$13.36	$13.70	$14.04	$14.39	$14.78	$15.16	$15.55	$15.94	$16.34	$16.75	$17.99	$19.80	$22.55
E	Instructional Assistant / Librarian Asst. / Day Care Lead Classified Teacher	$13.30	$13.62	$13.97	$14.33	$14.70	$15.08	$15.43	$15.85	$16.26	$16.67	$17.11	$17.53	$18.78	$20.72	$23.60
Ed	Instructional Assistant -2nd Language	$13.55	$13.91	$14.25	$14.62	$14.98	$15.37	$15.76	$16.18	$16.58	$17.00	$17.46	$17.89	$19.15	$21.13	$24.06
F	Secretary	$13.30	$13.62	$13.97	$14.33	$14.70	$15.08	$15.43	$15.85	$16.26	$16.67	$17.11	$17.53	$18.78	$20.72	$23.60
Fd	Secretary-2nd Language	$13.55	$13.91	$14.25	$14.62	$14.98	$15.37	$15.76	$16.18	$16.58	$17.00	$17.46	$17.89	$19.15	$21.13	$24.06
G	Head Cook	$14.01	$14.37	$14.75	$15.12	$15.50	$15.91	$16.30	$16.72	$17.15	$17.59	$18.04	$18.49	$19.85	$21.87	$24.90
G	Maintenance I /Custodian II	$14.01	$14.37	$14.75	$15.12	$15.50	$15.91	$16.30	$16.72	$17.15	$17.59	$18.04	$18.49	$19.85	$21.87	$24.90
G	Functional Learning Center Instructional Asst.	$14.01	$14.37	$14.75	$15.12	$15.50	$15.91	$16.30	$16.72	$17.15	$17.59	$18.04	$18.49	$19.85	$21.87	$24.90
H	Office Manager / FLC Assistant	$14.97	$15.37	$15.76	$16.15	$16.57	$16.99	$17.45	$17.88	$18.34	$18.82	$19.30	$19.77	$21.18	$23.35	$26.59
Hd	Office Manager-2nd Language	$15.27	$15.68	$16.06	$16.49	$16.90	$17.34	$17.78	$18.22	$18.70	$19.19	$19.68	$20.17	$21.61	$23.82	$27.13
H	Dir. Volunteer Services	$14.97	$15.37	$15.76	$16.15	$16.57	$16.99	$17.45	$17.88	$18.34	$18.82	$19.30	$19.77	$21.18	$23.35	$26.59
H	Site coordinator	$14.97	$15.37	$15.76	$16.15	$16.57	$16.99	$17.45	$17.88	$18.34	$18.82	$19.30	$19.77	$21.18	$23.35	$26.59
I	Accounting Clerk	$15.01	$15.40	$15.82	$16.23	$16.64	$17.07	$17.51	$17.97	$18.41	$18.86	$19.35	$19.84	$21.26	$23.44	$26.69
J																
K	Maintenance II	$17.48	$17.90	$18.38	$18.84	$19.33	$19.84	$20.33	$20.87	$21.39	$21.93	$22.50	$23.07	$24.72	$27.25	$31.04
M																
N	Home School Consultant	$21.62	$22.19	$22.76	$23.34	$23.93	$24.53	$25.16	$25.82	$26.48	$27.15	$27.85	$28.54	$30.62	$33.74	$38.41
O	Computer Coordinator / Student Acct Spec	$22.33	$22.88	$23.49	$24.09	$24.70	$25.33	$25.97	$26.65	$27.30	$28.02	$28.75	$29.47	$31.56	$34.83	$39.65

	Position
A	Food Service Asst / Day Care Workers / Child Care Worker
B	Food Service Transport / Day Care Assistant
C	
D	Cook
E	Instructional Assistant / Ed Bilingual IA / Librarian Asst
F	Secretary I / Fd Bilingual Secretary / Day Care Lead
G	Head Cook/ Custodian II / FLC IA
H	Office Manager/Site Coordinator/Dir. Volunteer Services / Hd Bilingual Office Manager / FLC Assistant
I	Account Clerk
K	Maintenance II
M	
N	Home School Consultant
O	Computer Coordinator / Student Acct Spec
	Factor used to increase by negotiated amount. 1.0178

Notes:
The 2016-17 salary schedule is calculated by increasing each cell of the 2015/2016 schedule by 1.75%.

$1.44 per hour is to be available for any position to which the District wishes to add lead responsibilities.

A current employee who is hired into a higher paying position shall be placed on the step cloest to but higher than their current wage. If the employee was eligible for longevity then their step placement will be increase by the percentage of their corresponding longevity increase. (20-24 years = 1.5%, 25-29 years = 3.0% and 30+ = 5%)

Insurance = $1280 per month