

CONTRACT AGREEMENT

between

UNION SCHOOL DISTRICT NO. 5

and

OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER NO. 143

This contract is made and entered into this 12th day of June, 2013, by the Oregon School Employees Association Chapter 143, hereinafter referred to as the "Association" and the Board of Education of Union School District No. 5, hereinafter referred to as the "Board" or the "District".

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

General Provisions
Benefits
Grievance Procedure
Dismissal Policy

The duration of this contract shall be for three years **from July 1, 2013 to June 30, 2015**, provided however, that it shall be renewed automatically on its termination date for another one year, in the form in which it has been written and amended or supplemented during its life; unless one party gives written notice to the other party before its current expiration date, of its intention to terminate, amend or modify the contract.

The contract may be opened during the life of this contract if the District and Association mutually agree that the District is either underfunded by the Oregon Legislature or enrollment drops causing a detrimental budget effect.

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

Levon Baremore, OSEA President
OSEA President Chapter 143

Debbie Savely, Chair
Union School District No. 5

ARTICLE I: RECOGNITION

- 1.1 The Board recognizes the Association as sole and exclusive bargaining representative for all of the classified employees in the bargaining unit, as determined by the Employment Relations Board. Supervisory/Confidential Staff specifically excluded from the bargaining group are the Deputy Clerk, Maintenance/Transportation supervisor, substitute and temporary employees.
- 1.2 Employment of all regular full-time and regular part-time classified employees will be probationary for the first six continuous six months of employment in the district (the summer recess shall not be included in the six month probationary period for those employees on recess during that period). The district shall have the right to discharge any employee at any time during his/her probationary period. Such discharge may be appealed to the School Board under the provisions of ORS 342.663 but shall not be subject to the provisions of the grievance procedure of the collective bargaining agreement. Employees within the probationary period will be evaluated by their immediate supervisor within the first three months from the date of hire and also again at the conclusion of the probationary period. Probationary employees shall be afforded all other rights (less exclusions) under the Collective Bargaining Agreement.
- 1.3 For the purpose of clarification, substitute employees are those irregular employees temporarily replacing employees during temporary absences not to exceed ninety days per fiscal year. No employee benefits will be provided and substitute positions will not be posted. Substitute employees are hired on an irregular daily basis.
- 1.4 For the purpose of clarification, temporary employees are defined as regular employees hired for a specific period not to exceed the equivalent of ninety (90) consecutive calendar days. No employee benefits provided except state mandated requirements. Temporary positions will not be posted.
- 1.5 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 Board and Association will have the responsibility for applying this provision of the contract.
- 1.6 There shall be two (2) signed original copies of the Agreement for the record. One copy of the Agreement shall be retained by the District and one by the Association. The association will provide a copy of the contract to each member of the bargaining unit after ratification and signing.

ARTICLE II: MANAGEMENT

The Association hereby recognizes the prerogative of the District to operate and manage its affairs in accordance with its responsibility and with Oregon statutes. As the employer in this contract, the District retains all of the functions, rights, powers or authority not specifically abridged, delegated, or modified by this Agreement. By way of illustration and not by way of limitation, the District shall have the right to:

- 2.1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
- 2.2. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and 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 or business hours or days.
- 2.3. The right to direct the working forces, including the right to hire, promote, discipline, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- 2.4. 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.
- 2.5. Adopt reasonable rules and regulations.
- 2.6. Determine the qualifications of employees.
- 2.7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- 2.8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- 2.9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- 2.10. 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.
- 2.11. Determine the policy affecting the selection, testing or training of employees providing such selection and/or training shall be based upon lawful criteria.

ARTICLE III: SEPARABILITY OF PROVISIONS

- 3.1 The invalidation of any article of this agreement by a court of competent jurisdiction will not affect the validity of articles not declared invalid by the court. Provided, however, upon request all or part of the Agreement may be renegotiated under ORS 243.702.

ARTICLE IV: ASSOCIATION DUES

- 4.1 The Board 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.
- 4.2 The Board further agrees to continue to honor dues deductions which are authorized by the employee in favor of the association.
- 4.3 The Board agrees to transmit the dues deducted with a check-off list to the State Office of the Oregon School Employees Association.
- 4.4 In consideration of the services rendered by the Association in behalf of all, such employees shall be required to pay to the Association either:
 1. Regular monthly Association dues in the case of employees who are to become members of the Association, or
 2. An amount of money equivalent to regular monthly Association dues in the case of employees who are not members of the Association for negotiating and administering the contract.
 3. Notwithstanding subparagraphs 1 and 2, any employee who objects to making payments to the Association based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular union dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof to the District that this has been done.

ARTICLE V: ASSOCIATION RIGHTS

- 5.1 The Association may use meeting rooms and other District facilities in accordance with District policies applicable to parent-teacher associations and other service groups or community organizations.
- 5.2 Upon receiving the proper campus visitor approval, representatives of the Association may have access to work areas to conduct business during breaks or lunch so as not to interfere with work activities.
- 5.3 The Association may post nonpolitical material relating to Association business on bulletin boards in the faculty rooms. The Superintendent reserves the right to remove inappropriate or objectionable material.
- 5.4 The Association shall be allowed the use of office equipment at cost, as needed, to provide duplicating and information to employees.
- 5.5 Whenever any representative of the Association or any classified employee is required by the employer or by mutual agreement of the parties to participate during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in pay.

ARTICLE VI: WORKWEEK-OVERTIME

- 6.1 The workweek for School District No. 5 will be from 12:01 a.m. Sunday through 11:50 p.m. Saturday.
- 6.2 Overtime work shall have prior approval of supervisors, building principals or the superintendent. Overtime will be paid by either compensatory time off at the rate of time and one-half for any hours worked over 40 hours each week or at compensation pay at a rate of time and one-half of that employee's rate of pay. Employees who work overtime must record such overtime on the appropriate form and turn it into the office.
- 6.3 **Compensatory Time.** In accordance with the provisions of ORS 269.340 through ORS 279.342 an employee who has accrued compensatory time shall be permitted to use such time off within a reasonable period of time after making the request. The District may deny the request for compensatory time off only if the grant would disrupt the operations of the District. The maximum accrual is limited to ninety hours. This accrual limitation is expressed in the form of straight time hours, thus the ninety hour maximum accumulation reflects sixty hours of actual overtime (multiplied by the overtime factor of 1.5). At the discretion of the employee compensatory time may be carried forward a maximum of three months and or through the June 30th of each year, at which time if not used then payment shall be made in full. Upon termination of employment, the employee is entitled to receive compensation for all unused compensatory time.
- 6.4 Regularly scheduled hours and workdays shall not be shifted to the weekends or other day unless mutually agreed upon in writing by the employee and the supervisor.
- 6.5 **Inclement Weather.** Classified attendance not required when school is closed due to inclement weather shall not reduce salary nor increase salary for rescheduled days. The District reserves the right to call in such classified employees as would be necessary in a state of emergency during a period of school closure due to inclement weather. Employees required to work while others are off in pay status will receive compensation time hour for hour for time worked in addition to a paid day.

ARTICLE VII: BOARD RESPONSIBILITIES

- 7.1 The District will make available to the Association the agenda of future meetings of the District Board no later than the agenda is made available to the Board. The District will make available to the Association the official minutes of governing Board meetings no later than 10 days after the minutes are approved by the Board.
- 7.2 The board agrees to furnish to the Association the information that the Association needs to function as bargaining representative. The information will be provided to the association President:
 - a. Advance notice of all Board Meetings
 - b. School Board Meeting Agenda and minutes (excluding executive session)
 - c. Copies of the District proposed and adopted budgets and audits

ARTICLE VIII: JOB POSTING

- 8.1 The Board shall make a reasonable effort to notify employees of job openings for classified employees in the District. In addition, the job-opening list shall be posted in all faculty rooms where employees in the bargaining unit are normally working.
- 8.2 An employee who is part of the bargaining unit may apply for any open position for which they feel they are qualified.
- 8.3 Such reasonable effort will include providing the local OSEA President a copy of all job-opening announcements. Such posting and the providing of a copy to the OSEA President will be accomplished at least seven (7) working days prior to closing.
- 8.4 Present school employees shall be given hiring preference over outside applicants as long as the ability of the present employee and the outside applicant are equal, as they relate to the job description as determined by the Superintendent of Schools.
 - a. In the event a current employee is awarded the vacant position and finger printing is required in accordance with the provisions of OAR 581-22-716, the District agrees that fingerprinting shall be done at no cost to the employee.
- 8.5 When abilities are determined to be equal, as judged by the District, then Seniority shall prevail.

ARTICLE IX: EVALUATIONS

- 9.1 The primary purpose of classified personnel evaluations is to assess the skills and production of the employees. When appropriate, the evaluation(s) may be used to bring about improvement in the employees performance. The District agrees to evaluate each employee at least once during each year of regular employment. The employee will be provided a written copy of the evaluation and will have the opportunity to respond in writing if he/she so chooses.

ARTICLE X: SENIORITY

- 10.1 Seniority shall be defined as the total length of service as a classified employee. This date shall be further defined as the first day of actual service to the District. For accounting purposes, all authorized leave shall be computed as time worked. Employees who are laid off and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of layoff. Any employee having retired and returned to employment with the District shall be considered a temporary and for the purposes of layoff recall shall be released first and will hold seniority only from their last hired date after retirement.

ARTICLE XI: LAYOFF AND RECALL

11.1 Reduction in staff will be made by classification as determined by the District.

1. Order of Layoff

Where more than one (1) staff member are in a classification to be reduced, layoff of employees shall occur on the basis of seniority.

b. Seniority

Seniority shall be defined as the total length of service as a classified employee within the District. For accounting purposes all authorized paid leaves shall be computed as time worked. Employees who are laid off and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of layoff.

c. Notice

In the event that a reduction in force is ordered, the District will notify the Association and the employee as soon as reasonably possible that such a decision has been made.

The notice to the Association will specify the reasons therefore, class(es) and position(s) affected and names of employees to be laid off.

d. Association/Management Discussions

The Association may, upon notification of the layoffs, request to meet with designated District representative to discuss the pending layoff. As part of the discussions relative to displacement procedures, the Association may provide the District with suggestions or recommendations for reductions. However, such suggestions or recommendations shall not be construed as a right to bargain such issues, nor shall it cause timeliness to be extended, unless the District so desires; nor shall it deter the District from placing its determined course of action into effect.

e. Displaced Employees

A laid-off employee who previously worked in a different classification for the District (within the definition of seniority in Article X), may “bump” an employee in the other classification as long as two conditions are met:

1. The laid-off employee has greater seniority in the particular classification than the person to be “bumped” and,

2. The laid-off employee had at least satisfactory evaluations while employed in the previous classification that he/she is bumping into.

11.2 Re-Employment Rights

- a. An employee who is laid off will remain on a recall list and be eligible for recall for twenty-four (24) months. The re-establishment of positions will be at the discretion of the Board. Employees shall be eligible to recall to positions they had prior to layoff. In the event two or more laid-off employees are judged by the District to have equal ability, skill and experience, the laid off employee with greater total time of service with the District shall be recalled.
- b. The District shall provide a laid-off employee notice of recall by certified mail to the address of record maintained by the District. It shall be the responsibility of the employee to notify the District of any change of address. Laid-off employees have seven (7) calendar days from receipt of notification to accept or reject the position and fourteen (14) calendar days therefrom to begin active employment.
- c. If an employee cannot be reached at his/her address of record, or if he/she rejects any position offered, the employee shall forfeit all re-employment rights.
- d. An employee returning from layoff shall be entitled to all previously accrued sick leave and seniority but shall receive no compensation or contractual benefits for the period of layoff.
- e. Employees shall remain on the recall list for a period of twenty-four (24) 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 to a position which is comparable in pay and benefits to the position held prior to the lay off shall constitute voluntary termination and such employees shall lose any further right to recall. A period of ten (10) work days shall be allowed to return to work in the event the employee has taken temporary employment elsewhere and must give a notice to the employer. Employees in lay off status are to notify the District Personnel Office of any change in their address during the lay off period.

11.3 The District shall not hire any new employees into classifications where qualified employees are on lay off status.

11.4 Refusal of recall to a position not equal (equal to be defined as equal number of hours/days and substantially the same hourly rate) to the position held prior to lay off shall not constitute voluntary termination and the employee shall remain non the recall list.

ARTICLE XII: LUNCH AND REST PERIODS

- 12.1 Each employee shall receive a 15 minute break during the first one-half of that employee's shift and a 15 minute break during the last half of that employee's shift. Such breaks shall not be allowed for employees working less than two hours per day. Such breaks shall be in addition to the scheduled lunch break. Such breaks shall be scheduled by the building administrator.
- 12.2 Each employee shall receive an uninterrupted unpaid lunch period of at least one-half hour scheduled as closely as possible to the halfway point of the workday.
- 12.3 Lunch and rest periods shall be used as scheduled. They shall not go unused to shorten work shifts. Any change to this schedule must be mutually agreed upon in writing by the employee and the supervisor.

ARTICLE XIII: PERSONNEL RECORDS

- 13.1 The personnel records of any employee in the bargaining unit shall be maintained. 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 that he/she 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.
- 13.2 Material placed in the personnel record of an employee without conformity with the provisions of this Agreement will not be used by the Board in any subsequent evaluation or disciplinary procedure involving the employee.
- 13.3 An employee will have the right to indicate those documents and/or other materials in his or her file which the employee believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent or designee and if the superintendent or designee agrees, the documents will be destroyed.

ARTICLE XIV: DISMISSAL AND DISCIPLINE

- 14.1 Enforcement of Classified discipline shall be fair and exercised for just cause and with due process. Due process is defined as:
- a. A written statement of concerns/charges.
 - b. Opportunity to respond to concerns/charges.
 - c. Right to representation.
 - d. Right to a hearing before the Board.
 - e. In no case shall this be done in public unless requested by the employee.
 - f. Just Cause for the purposes of this article applies to permanent employees only and is defined as:
 1. Was the employee adequately warned of the consequences of his/her conduct? The warning may be given orally or in printed form. An exception may be made for certain conduct that is so serious the employee is expected to know it will be punishable, such as insubordination, coming to work drunk, drinking on the job, or stealing district property.
 2. Was the District's rule or order reasonably related to efficient or safe operations?
 3. Did management investigate before administering discipline? The investigation normally should be made before the decision to discipline is made. Where immediate action is required, however, the best course is to suspend the employee pending the investigation.
 4. Was the investigation fair and objective?
 5. Did the investigation produce substantial evidence or proof of guilt? It is not required that the evidence be preponderant, conclusive, or "beyond a reasonable doubt", except where the alleged misconduct is of such a criminal or reprehensible nature as to stigmatize the employee and seriously impair his/her chances for future employment.
 6. Were the rules, orders, and penalties applied evenhandedly and without discrimination? If enforcement has been lax in the past, management can't suddenly reverse its course and begin to crack down without first warning employees of its intent.

7. Was the penalty reasonably related to the seriousness of the offense and past record? If employee "A's" past record is significantly better than employee "B's", the District may properly give "A" a lighter punishment than "B" for the same offense.

14.2 Dismissal, suspension, or demotion of classified employees for unsatisfactory service requires superintendent action. This action will be reviewed by the Board at the subsequent Board meeting.

14.2 Dismissal Procedures

14.2.1 If in the opinion of the employee's supervisor, the services of an employee are unsatisfactory, the following procedures will be implemented by the District.

14.2.1.1 Conduct a conference with the employee and the supervisor; inform the employee of the deficiencies; suggest how the services could be improved; inform the employee that the necessary improvements must be made within a specified number of working days, or that a recommendation will be made to the Board for dismissal. Such conference will be followed up by a written summary provided to the employee.

14.2.1.2 The Superintendent will be notified in writing of any pending action for dismissal. The employee will sign the document verifying the employee is aware of the recommendation made to the Superintendent.

14.2.1.3 On the date specified to the employee at the initial meeting, the employee will again be notified of his/her progress. If the improvement is not satisfactory, a recommendation may be submitted to the Board for dismissal, with a copy to the employee.

14.2.1.4 If satisfactory improvement has been made following such recommendation to the Board, written notice to this effect shall be given to the Board, with a copy to the employee.

14.2.1.5 If dismissal of the employee is recommended by the supervisor, the Superintendent will review the recommendation and notify the employee in writing of his/her decision. In the event the decision of the Superintendent is for dismissal, the employee will be terminated at the end of ten (10) work days following this written notice, or at a mutually agreed upon time. The Board will be advised of procedures and action of the dismissal.

14.3 Immediate Suspension

- 14.3.1 In the event of flagrant misconduct, the employee may be suspended immediately from employment with the District until such charges are investigated and a decision is made to continue or discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.
- 14.3.2 If the charges are upheld, the termination date shall be the date of suspension.
- 14.3.3 The time for investigating the rendering a subsequent decision on charges against a suspended employee shall not exceed ten (10) work days from time of suspension. When unique circumstances occur, the Association and the Board may agree to an extension for a specified number of days.

ARTICLE XV: SALARY

- 15.1 Salaries for the classified employees in the bargaining unit shall be the same as indicated on the attached salary schedule, and by this reference incorporated herein. Step movement shall occur annually on July 1st or the beginning date of each employee's subsequent memorandum of agreement whichever comes first. **Salary increases of 1% in 2013-2014, 1.5% in 2014-2015.**
- 15.2 Bargaining unit members' payroll checks shall itemize all payroll deductions.
- 15.3 Employees working in a classification other than their own shall be paid either their current rate of pay or the first step of the salary range they are working for the hours they perform the work, whichever is greater.
- 15.4 **Employees traveling in their personal vehicles for school supplies delivery and pick up shall be reimbursed at the IRS rate. All travel must have prior supervisor approval.**

ARTICLE XVI: BENEFITS

16.1 Benefits - Full Time Employees

A full-time employee is defined as an employee who works a 6 hour day for the school year or calendar year exclusive of holidays and paid vacations.

16.2 Insurance

16.2.1 The District shall contribute \$1210.00 per month for each full time employee participating in the medical/dental programs selected by the employee group for 2013-2015. If the group chooses an HSA qualified plan, the premium difference will be contributed to an HSA with American Fidelity or the carrier specified by OEBC until legal maximum contributions are reached.

16.2.2 The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carriers in the policies retained by the Union School District and shall provide a full family medical insurance plan, dental insurance with ortho and vision benefits.

16.2.3 All employees will be allowed to pay for any excess insurance premiums and to purchase group term life insurance, vision, orthodontia, and long-term disability through payroll deduction using a Section 125 plan.

16.2.4 All insurance coverage shall be in effect for twelve (12) months.

16.2.5 Existing medical savings plans will be retained for the duration of this contract, but with no further contributions made. Employees may utilize remaining funds to offset future premium costs for insurance benefits according to plan guidelines until their accounts are exhausted.

16.2.6 Any employee with proof of other group insurance coverage and opting out of District paid insurance coverage shall receive 50% of the value of the monthly contribution made by the District to contribute to a TSA/HRA.

16.3 Paid Holidays for employees in the bargaining unit shall be:

Labor Day
Memorial Day
Veterans Day
Martin Luther King, Jr's Birthday
Presidents Day
Christmas Day
New Years Day
Thanksgiving Day

Additional paid holidays for all twelve (12) month employees in the bargaining unit shall be:

Independence Day
Day following Thanksgiving
Christmas Eve Day

When a paid holiday occurs on a non-work day, employees shall take the following Monday off, or may schedule an alternate day off with their supervisor. When management allows an early release and an employee has already worked their full shift, an equal amount of compensatory time, to be scheduled with their supervisor, shall be allowed that employee.

16.4 Personal Leave - Two (2) days of absence for personal business shall be granted subject to the availability of a substitute, if necessary. Notice to the employees principal or other immediate supervisor for Personal Leave shall be made at least two (2) days before taking such leave (except in the case of emergencies). Said notice shall not state the reason for taking such leave other than it is being taken under this Section. This leave is not usable during the last week of school. At the end of each school year, workers, in writing to the district office, may transfer unused personal days to the following year up to a total of four in any year. Optionally, unused portions of an employee's personal leave allotment for a year may be transferred and credited to the employee's sick leave allowance.

16.5 PERS

- a. The employer will pick up the 6% employees PERS/OPSRP contribution. The District shall pick up, assume and pay the 6% contribution to the PERS/OPSRP. The full amount of required employee contribution "picked up" or paid by the District on behalf of employees shall be considered as salary (as defined ORS 237.003) for the purposes of computing an employee members final average salary (defined ORS 237.071).
- b. Per Board Policy GCPC/GDPC employees may request to utilize the PERS/OPSRP rule allowing them to work. Granting of such requests will be at management's discretion and in compliance with current collective bargaining agreements and PERS/OPSRP regulations. The period shall not exceed 1039 hours in a calendar year. Employees eligible for PERS/OPSRP retirement may retire prior to the end of the school year and continue to work for the remainder of that school year. (see policy for details)
- c. For all bargaining unit members hired on or after August 28, 2003, or for bargaining unit members who may become PERS ineligible due to a break in service, the Employer shall "pick up" the employee's contribution to the Oregon Public Service Retirement Plan (OPSRP).

16.6 EARLY RETIREMENT

- a. Tier One Eligibility:

Retirement may be a viable option for an employee who has become eligible for retirement benefits under the provisions of the Public Employees Retirement System. When such eligible employee retires under the provisions of PERS prior to age 65; was hired prior to December 30, 1995, and has accrued fifteen (15) or more years of service to the District; the employee will be eligible to receive the following fringe benefits:

- b. Tier One Fringe Benefits:

The District shall contribute a maximum of monthly contribution made for benefits in the Agreement year that the employee retires under. The employee may choose either one or two-party hospital/medical coverage as well as any vision or dental coverage this benefit will fund. Any difference between the contribution and the cost of the chosen coverage will be born by the retiree. All monthly payments under early retirement shall cease upon the occurrence of any of the following:

1. Death of the retired employee
2. The employee attaining the age of 65

c. Tier Two Eligibility:

Retirement may be a viable option for an employee who has become eligible for retirement benefits under the provisions of the Public Employee Retirement System. When such eligible employee retires under the provisions of PERS prior to age 65; was hired between December 31, 1995 and December 2003; they will be eligible to receive the following fringe benefits:

d. Tier Two Fringe Benefits:

The District will contribute a sum of \$100.00 per month, with an option for maximum employee match if they wish into a TSA with a portable benefit, and contributions made into a TSA for the duration of the employees employment with the District. The contribution will begin at the commencement of the employees second year of employment. The TSA may be made with the current carrier, or with any new carrier that has five or more employees signed up.

At retirement, the employee may choose to use the Benefit TSA to purchase coverage either through the District program at that time or in a program of their own choice. If the employee leaves the District prior to retirement, the Benefit TSA and all earned interest remains the property of the employee and may be disposed of by the employee as they wish.

e. Tier Three Eligibility:

Any employee hired after December 31, 2003 will receive no early retirement from the District.

16.7 Sick Leave

16.7.1 In accordance with ORS 342.596, each employee is entitled to accumulate an unlimited number of days of sick leave at a rate of ten (10) days per school year or one day per month employed, whichever is greater.

16.7.2 Upon request each member of the bargaining unit will be provided a written accounting of his/her use and accumulation of Sick Leave.

16.7.3 Hardship Leave Bank. In order to assist employees who become seriously ill or injured and who do not have sufficient health leave days to cover their absence, a self-insured hardship leave pool has been established by the District and Association using the following criteria:

Decisions regarding this pool will be managed by the Classified Benefit Committee (CBC) which is to be formed no later than September 30, 1997.

The pool is intended for catastrophic and or major medical concerns.

The recipient must have exhausted all earned sick leave, personal days and vacation to date and be on leave without pay for twenty (20) consecutive work days.

Recipient must submit a doctor's certificate verifying his/her inability to work.

The Committee will determine the maximum any recipient may receive per incident.

A maximum of hour that may be contributed will also be established by the Committee.

If there is donated time left in the pool it will be prorated and returned at the end of the year.

Each bargaining Unit member may contribute four or more hours.

Annual contributions will be made and the deadline to participate is September 30th of each year.

New hires will be allowed to contribute to the pool no later than 30 days after hire date.

An employee may withdraw from the pool only if he/she

- a. Has participated as a contributor
- b. Has used all earned leave

Allowances may be made on a case by case basis.

16.9 Vacation

Vacation time earned by employees in the bargaining unit shall be granted as indicated in the following outline:

- a. Eleven (11) month or more employees shall be eligible for vacation with pay as follows:

Completed years of Service:

1 Year

2 thru 9 Years

10 or more Years

1 week

2 weeks

3 weeks

Planned vacation time for 11-month or more employees must be approved by the employee's immediate supervisor and the District prior to the vacation time beginning.

- b. Employees who resign after giving five (5) work days notice will be paid for any vacation credits which they have at the time of resignation.
- c. Employees who are laid off due to a reduction in forces will be paid for any vacation credits, earned to date of layoff, which they have at the time of layoff.

16.10 Bereavement Leave

Five (5) days of Bereavement Leave will be granted in the event of death of an employee's relative or friend.

16.11 Family Illness

Up to three (3) days' leave with pay each year will be authorized by the District in the event of a serious illness or accident to any member of the immediate family.

16.12 Parental Leave

Bargaining unit members shall be entitled to parental leave as provided in ORS 650.360.

16.13 Short Term Leave of Absence

- a. Short term leave of absence is defined as a leave without pay of thirty-one (31) calendar days or less.
- b. Short term leaves of absence may be granted by the administration upon request of a Classified Employee.
- c. Application for a short-term leave of absence shall be made in writing at least five (5) days in advance of commencement, if possible. Such request shall state specifically the reason(s) for the request leave.
- d. An absence covering an entire month from beginning to end shall not accrue district provided benefits. i.e., an employee must work a portion of any given month to accrue these benefits.
- e. Jury Duty- When a classified is called to serve jury duty they will continue at full salary and return to the District any compensation received from the courts.

16.14 Long Term Leave of Absence

- a. A long-term leave of absence is leave without pay for more than thirty-one (31) calendar days.
- b. Application shall be made in writing and shall state specifically the reason(s) for the requested leave.
- c. An application for a long-term leave of absence shall be submitted to the administration as early as possible, but no later than March 1, if applicable to the following school year.
- d. The administration shall make a recommendation to the Board that an individual granted leave without pay at the time that a suitable replacement has been contacted for the vacancy. In those instances when it has been impossible to secure a suitable replacement on or before the end of the regular school year, the administration may notify the applicant that the leave request will not be granted for the coming year.
- e. In order to advance one step on the salary schedule for the following year, the employee must work or be on paid leave at least one hundred forty-two (142) days of the previous work year.
- f. All employees on a Long Term Leave of Absence shall forfeit any right to accruing vacation, sick leave or seniority rights for the period of absence. Insurance benefits will become the responsibility of the employee under the Federal COBRA provisions.

ARTICLE XVII: GRIEVANCE PROCEDURE

- 17.1 A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. Any matter for which there is recourse under State or Federal statutes shall not be the basis of any grievance filed under the procedure outlined in this Article.
- 17.2 The Association shall designate one representative to handle grievances when requested by the grievant. The Board hereby designates the superintendent or his/her designee to act as its representative.
- 17.3 The term “days” as used herein shall mean official business days that the District office is open.
- 17.4 Written grievances as required herein shall contain the following:
 - 17.4.1 It shall be signed by the grievant or grievants;

17.4.2 It shall be specific;

17.4.3 It shall contain a synopsis of the facts giving rise to the alleged violation;

17.4.4 It shall cite the section or subsections of this contract alleged to have been violated;

17.4.5 It shall contain the date of the alleged violation;

17.4.6 It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be summarily rejected. Such a rejection shall not extend the limitations hereinafter set forth.

17.5 Level One - An employee alleging a violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the employee's immediate supervisor in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

17.6 Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent who shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

17.7 Level Three - Upon proper application as specified in Level Two, the Board shall allow the grievant or his Association representative an opportunity to be heard at the meeting for which the grievant was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, and the grievant.

- 17.8 Level Four - Only grievances that have been processed in accordance with the grievance procedure but not satisfactorily settled shall, upon the written request of the aggrieved and the Association be submitted to an arbitrator that is selected by mutual agreement of the parties. If, within five (5) working days after receipt of such written request, the parties are unable to agree upon an arbitrator, the chairman of the Employment Relations Board shall be requested to submit the names of seven (7) disinterested persons qualified and willing to act as arbitrators. From such list, the District and the Association shall each alternately strike one (1) name until six (6) names have been selected. The order of strike off shall be by lot, unless otherwise agreed. The date, time, place and procedure to be followed shall be as mutually agreed upon between the parties and the arbitrator. The arbitrator shall submit his decision, in writing, within thirty (30) days after the conclusion of the hearing, or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the employee(s) involved and upon the parties to this Agreement, and judgement thereon may be enforced in a court or agency having jurisdiction. The compensation and necessary expenses of the arbitrator shall be borne equally by the District and the Association.
- a. Powers of Arbitrator: It shall be the function of the arbitrator and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. He shall have no power to establish salary structure or to change any salary.
 3. He shall have no power to change any practice, policy, or rule of the Board, nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, or rule.
- 17.9 The Grievance shall be kept confidential. No reprisal of any kind shall be taken against any person(s) because he/she participated in the grievance procedure. All records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- 17.10 Both parties agree that the grievance proceeding's shall be held as informally as may be appropriate at any level of the procedure.
- 17.11 Extensions of time limits may be requested in writing by either party. Said extensions must be mutually agreed upon and agreed to in writing.

ARTICLE XVIII: MISCELLANEOUS

- 18.1 Tuition Bank - Classified Employees will be authorized to draw from an established fund **of \$1,000.00** to be used to take classes and attend workshops that are job related. Upon request of an employee and approval of the Superintendent all classified employees will be authorized to apply to attend classes and/or workshops that are beneficial to the employee and the District that are job related.
- 18.2 The District and the Association recognize that safe work areas, safe equipment, safe work habits and practices, and safe operations are a mutual benefit to employee and employer alike and therefore a mutual obligation. Unsafe or unhealthful practices and conditions should be called to the attention of those responsible, whether employer or employee, and once so identified should be remedied as soon as possible.
- a. The District shall maintain a safe work environment and safety committees in accordance with its obligations under ORS Chapter 654, Occupational Safety and Health and OAR Chapter 437, Oregon Occupational and Safety and Health Division.
 - b. In accordance with Oregon law, any employee who is required to work in any hazardous situation shall receive proper training for such duties and/or situations. Training and any associated costs including lodging, travel, per diem, and overtime shall be paid for by the District in accordance with state and federal law.
- 18.3 Contract Re-Opener shall be in Spring of 2015 to bargain the entire contract.

UNION SCHOOL DISTRICT NO. 5

CLASSIFIED SALARY SCHEDULE

1% effective 2013-2014 Contract Year

1.5% on 2014-15

2013-14

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1-Instructional Aides, Library Aide, Asst. Cook, Dishwasher	10.71	11.25	11.81	12.40	13.02	13.67	14.35	15.07	15.82	16.61
2-Custodians, District Adm. Assistant	11.56	12.14	12.74	13.38	14.05	14.75	15.49	16.27	17.08	17.93
3-Office Mgrs., Food Service Mgr., Title I Paraprofessionals*, Grounds/Maintenance	12.59	13.22	13.88	14.57	15.30	16.07	16.87	17.72	18.60	19.53

2014-15

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1-Instructional Aides, Library Aide, Asst. Cook, Dishwasher	10.87	11.41	11.98	12.58	13.21	13.87	14.57	15.30	16.06	16.86
2-Custodians, District Adm. Assistant	11.73	12.32	12.93	13.58	14.26	14.97	15.72	16.51	17.33	18.20
3-Office Mgrs., Food Service Mgr., Title I Paraprofessionals*, Grounds/Maintenance	12.77	13.41	14.08	14.78	15.52	16.30	17.11	17.97	18.87	19.81

Transfer between ranges: When an employee is transferred from a lower to higher range, the employee will be placed on the step of the new range that would constitute no loss in pay. When an employee is involuntarily transferred from a higher to a lower range, the employee will be placed on the step of the new range that would constitute no loss in pay whenever possible. When an employee voluntarily moves from a higher to a lower range, the move will be to the next step level the employee would have moved to in the previous position. Example: an employee on step 6 of range three chooses to move to a job in range two, they would be placed at step 7 of the new range.

* Paraprofessional: An instructional Assistant who has completed two or more years of college level coursework, or otherwise met the Highly Qualified Standard for paraprofessionals as defined by NCLB. Must be working in a federally funded Title/Chapter program to receive this range of pay. Movement into this range will be at whichever step that creates the same or better pay that the employee currently receives. Movement out of this range due to rlf or transfer will cause the employee to have their pay adjusted to the steps in the classification that they have been moved to.