

Collective Bargaining Agreement

Between

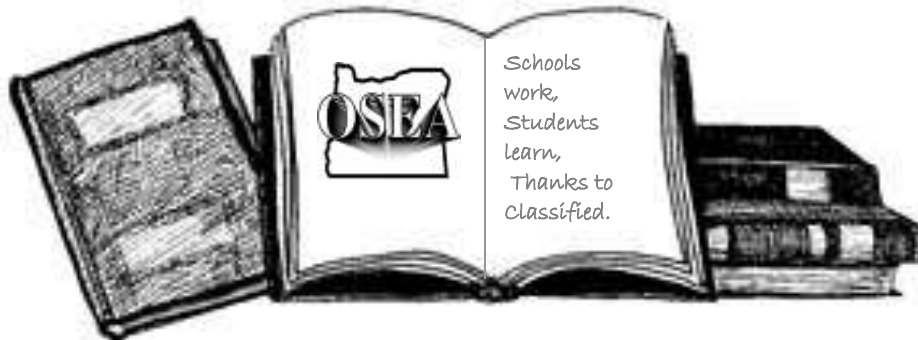
Sheridan School District 48J

and

**Oregon School Employees Association/
AFT Local 6732, ALF-CIO**

on behalf of

OSEA Chapter 98



2016 - 2019

TABLE OF CONTENTS

Article	Page
Preamble.....	3
Article 1 Recognition	4
Article 2 District Responsibilities	5
Article 3 Non-Discrimination.....	6
Article 4 Payroll Deductions	7
Article 5 Union Security	8
Article 6 Employee Evaluation	9
Article 7 Assignments and Transfers	10
Article 8 Layoff and Recall.....	11
Article 9 Work Schedules.....	13
Article 10 Compensation.....	14
Article 11 Vacation	17
Article 12 Personnel Files	18
Article 13 Union Communication/Facilities	19
Article 14 Sick Leave	20
Article 15 Paid Leaves	23
Article 16 Leave Without Pay	25
Article 17 Insurance	26
Article 18 Savings Clause	29
Article 19 Labor Management.....	30
Article 20 Reclassification	31
Article 21 Safe Working Conditions	32
Article 22 Just Cause.....	33
Article 23 Grievance Procedure	34
Article 24 Term of Agreement	36
Appendix A: 2016-2017 Salary Schedule	37

PREAMBLE

- A. This Agreement is entered into between the Board of Education on behalf of Sheridan School District No. 48J, Sheridan, Yamhill County, Oregon, herein referred to as the “Board” or “District,” and the Oregon School Employees Association, herein referred to as the “Union” or “OSEA,” on behalf of OSEA Chapter 98.
- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for classified personnel included in the bargaining unit.

ARTICLE 1: RECOGNITION

- A. The Board recognizes the Union as the exclusive bargaining representative on wages, hours, and conditions of employment for all classified personnel employed by the District.
- B. Supervisors, confidential employees, substitutes, temporary employees, grant employees and former employees who retired and have been rehired by the District are specifically excluded from the bargaining unit.
- C. Substitute employees are defined as those hired to temporarily replace bargaining unit employees who are on approved paid or unpaid leave of absence.
- D. Temporary employees are defined as those hired for a special assignment or project for not more than ninety (90) workdays. If a temporary employee's employment exceeds ninety (90) workdays, the employee shall become a regular classified employee with full rights under this Agreement.
- E. Supervisors are employees as defined by ORS 243.650(23). Confidential employees are employees as defined by ORS 243.650(6).
- F. Grant employees are funded solely by any grants or grant funds received by the District that are not administered or disbursed by the Oregon Department of Education.
- G. The purpose of this Article is to recognize the right of the bargaining agent to represent employees in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions or policies. The Board reserves the right to create, combine, or eliminate any positions as, in its judgment, is deemed necessary.
- H. Current bargaining unit employees who work additional hours under a grant specified in Section F will not have those additional hours counted for purposes of Article 8 (Layoff and Recall), Article 10 (Compensation), and Article 19 (Insurance).

ARTICLE 2: DISTRICT RESPONSIBILITIES

- A. The Board shall carry out the will of the people in this District in all matters pertaining to public education. It shall be responsible for carrying out certain mandatory laws and shall consider and accept, or reject, the provisions of permissive laws. The Board shall act in its policy forming capacity relating to the selection of the Superintendent and faculty, the school budget, the acquisition of school sites and buildings, the expansion of the education system, the organization of schools and salary schedules.
- B. In all cases where Oregon Revised Statutes do not provide or prohibit, the Board shall consider itself the agent responsible for establishing and appraising the educational activities. The Board shall also appraise the efficiency of operation of general activities, and the worth and value of the results of the activities in relation to the efficiency and value of programs. In addition, the Board shall see that its policies are carried out.

ARTICLE 3: NONDISCRIMINATION

- A. The Union and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, national origin, or membership or non-membership in the Union. All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.

ARTICLE 4: PAYROLL DEDUCTIONS

- A. The District agrees to deduct from the salaries of its regular staff, as requested in writing by the employee:
 - Regular State and Local Union Dues
 - Premiums for Board-Approved Insurance Programs
 - Board-Approved Tax Sheltered Annuities
 - OSEA ELAF Funds
 - Any member benefits that the Oregon School Employees Association makes available through payroll deduction.
- B. 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 relating to Union dues, OSEA ELAF funds, or fair share payments in lieu of dues as described in Section C of this article.
- C. Fair Share -- All classified employees in the bargaining unit who are not members of the Union shall have deducted from their pay an amount equal to the Union dues.
- D. Members of the bargaining unit who have a bona fide religious objection as described in ORS 243.666 will be allowed to donate their payment to a nonreligious charity as agreed upon by that employee and the Union.

ARTICLE 5: UNION SECURITY

- A. Employees have the right to join the Union, but membership in the Union shall not be required as a condition of employment. The District will advise all newly employed bargaining unit members at the time of their employment that the Union is their exclusive representative and shall provide all new employees with a copy of the collective bargaining agreement.

ARTICLE 6: EMPLOYEE EVALUATION AND PROBATIONARY PERIOD

- A. Observation of work performance of an employee shall be conducted openly. The purpose for such observation is not only to observe the employee in the work assignment but to evaluate and guide the employee and provide an assessment for the Board in determining future employment within the District. Employees will have the opportunity, on request, to discuss results of the evaluator's observation with the immediate supervisor/evaluator. Copies of all written reports on the observation of performance of an employee will be given to the employee. The employee shall sign the evaluator's copy of these reports acknowledging only receipt of the employee's copy. A space shall be provided on these reports for employee's comments, if any.
- B. Evaluation of a bargaining unit member shall be conducted by the employee's immediate supervisor. An employee's immediate supervisor must be an administrator or other management staff and not a member of any bargaining unit.
- C. Each classified employee may review the employee's supervisor each year. The District retains sole authority to develop the evaluation instrument and make changes to that instrument. All reviews shall be presented to the Superintendent for review. The Board and Superintendent retain sole authority for supervisor evaluation.
- D. All new classified employees will serve a one hundred twenty (120) calendar-day probationary period. A probationary employee will be notified in writing prior to completion of the probationary period of termination or entitlement to regular employee status. If no such notice is given, regular employee status may be presumed at the completion of the probationary period. Probationary status employees may be terminated by the District during the probationary period. The District is not required to demonstrate cause. Such terminations are not subject to the grievance procedure nor to binding arbitration nor to an unfair labor practice complaint for breach of contract. Terminated probationary employees are entitled to a hearing before the Board in accordance with ORS 332.544.
- E. The District shall retain the right to return a regular status employee on a ninety (90) calendar day promotional probationary status to their previous position if, in the District's judgment, their work performance fails to meet required work standards or upon request of the employee to be returned to their immediate previous position.

ARTICLE 7: ASSIGNMENTS AND TRANSFERS

A. Assignments and Transfers

1. Work assignments shall be made by the District, taking into consideration, so far as practical, the employee's training, experience, specific achievements, and seniority within the District.
2. When making transfers, the District where practical, shall take the training, experience, specific achievements, seniority within the District, and wishes and convenience of the employee into consideration; however, it is understood that the job requirements and best interests of the school system are of primary importance.
3. Any employee desiring a transfer to another position shall make his request known to the District. Applications for transfer must be in writing and renewed annually in order to remain valid.
4. Employees within the District will be notified of available positions as they occur, with consideration given to the District employees already employed. Announcements for open positions shall be emailed to all classified employees and posted on an appropriate bulletin board in each building at least five days prior to posting the position for outside applicants.
5. Employees transferred or promoted to a higher job classification shall be placed at a level in the new classification that provides a salary not less than the previous salary before transfer. In determining this placement, consideration shall be given to employees' experience and years of service.

ARTICLE 8: LAYOFF AND RECALL

A. Layoffs (Reduction in Force)

1. A layoff is a reduction of more than two hours in an employee's daily work schedule.
2. The District shall determine when a layoff or hour reduction is necessary and what position(s) be cut or hours reduced. However, the District agrees that such a layoff or hour reduction shall be determined by the employee's training, experience, and seniority within the District and shall be implemented in accordance with the procedures included herein.
3. A reduction of up to two hours in an employee's daily work schedule shall not be considered a layoff and shall not be subject to the provisions of this section.
4. Whenever the District determines a layoff is necessary, it shall immediately provide the Union President (of OSEA Chapter 98) a layoff list. Except in the event of an emergency, affected employees shall be notified at least fifteen (15) calendar days prior to the effective date of the layoff. In the event of school closure due to lack of funds, however, the notice shall be ten (10) calendar days.
5. Employees notified of an impending layoff must be considered for a position in another job classification based upon their training, experience, specific achievements, and seniority with the District.

B. Recall Procedure

1. The District shall determine which position(s) or hours will be restored. This recall provision will be in effect for two (2) years from the date of layoff or hour reduction.
2. Recalled or restored hour(s) restoration shall be by inverse order of layoff or hour reduction when more than one employee is involved in the same work classification group.
3. Notice of recall shall be sent via certified mail to the last address given to the District Office by the employee. The employee shall have fifteen (15) calendar days from the date the notice of recall was mailed to notify the District of their intent to return. The employee must report on the starting date specified by the District. Failure to notify the District of intent to return or to return to work on the given date shall be considered the resignation of said employee.
4. Each employee shall keep the District informed of their current address for recall notification.
5. If an employee on layoff status who, prior to layoff, held a full-time position accepts a part-time position, the employee remains on the recall list until such time as the employee is restored to a full-time position for which the employee is qualified, based upon training, experience, and specific achievements.

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

C. Layoff Benefits

1. Subject to the group employee insurance carrier, the District shall extend coverage under its medical program, for the balance of the layoff to contract and probationary employees who are laid off. The District will pay the cost of such medical premiums during the first three (3) months following layoff and such coverage may be continued by the employee for the balance of the layoff provided the employee pays the premium. Employees who accept other employment shall not be eligible for the extension of group insurance coverage, except as provided under COBRA guidelines.
2. All benefits to which an employee was entitled at the time of his/her layoff will be restored upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.
3. Time that an employee spends on the layoff list does not count toward movement on the salary schedule nor toward accrual of benefits. But in the situation where an employee works at least 135 student contact days in a year he/she will receive credit for vertical movement on the salary schedule.

D. School Closure

1. The employment relationship between the bargaining unit members and the District shall continue to the extent described in this Article during any period of school closure, due to lack of funding, and the District acknowledges that the bargaining unit members are temporarily laid off unless otherwise notified. Employees are not paid for any days laid off and District paid portions of the insurance premium shall cease with coverage continued only if employees pay the premium.

E. Review Process

1. The application of this Article may be reviewed through the grievance procedure contained elsewhere in this Agreement.

ARTICLE 9: WORK SCHEDULES

- A. Work hours and days shall be set by the District, as included on the employee's working agreement, unless otherwise addressed herein. It is recognized that the Board has the responsibility to set the annual school calendar. Classified employees shall be provided an annual work calendar, via email, that indicated every work day and all holidays for that employee by July 1st. A copy of the adopted calendar will be provided with the employee's working agreement. District policies GCKA/GDKA govern employee workload, overtime, and compensatory time. These policies were written with input from the Union. These will not be unilaterally modified by the District. If future changes are needed, these will be changed through mutual agreement.
- B. In addition to regular work hours, the following shall apply:
Employees shall attend staff meetings outside of building hours when and as required by the Superintendent or Principal. All effort shall be made to allow at least two day's notice. If an employee is required to attend said staff meetings, the employee will be paid for this time.
- C. Employees shall adhere to the daily schedule and shall make no commitments which preclude their being present in their assigned responsibilities. Request for exceptions must be submitted to the Principal, and his approval granted, prior to the anticipated employee absence and/or late arrival or early leaving. Employees shall not leave the buildings to which they are assigned without the consent of the building Principal, except during their lunch break.
- D. The work schedule shall be the number of days included in the working agreement, less those days not worked due to school being closed, as covered herein.
- E. Employees shall be paid for District scheduled holidays, as included on the school calendar, when the employee has worked the immediate workday before and after such holiday. Prior approved paid leaves shall count as working the day before or after such holiday. A minimum of five (5) paid holidays (regular school year employees) and eight (8) paid holidays (12-month employees) shall be scheduled each year. Those holidays to be considered under this Article are:

Independence Day	Thanksgiving Day	Martin Luther King Day
Labor Day	Christmas Day	Memorial Day
Veterans Day	New Year's Day	

Holiday pay shall be equal to the employee's standard rate of pay for the hours normally scheduled to be worked. Example: a classified employee scheduled to work three and one-half (3½) hours per day, shall receive three and one-half (3½) hours of holiday pay for each holiday for which he/she is eligible.

- F. Employees will be provided with an unpaid, thirty (30) minute duty free meal period if they are scheduled to work more than six hours. The supervisor shall schedule this meal period as near mid-shift as possible.
- G. Each employee shall receive a ten (10) minute break for each four (4) hour period of work or major portion thereof as indicated in the state wage and hour regulations. The rest period shall be assigned by the supervisor as close to the middle of the work period as is practicable.

ARTICLE 10: COMPENSATION

- A. The compensation schedule for employees is attached to this Agreement as Appendix A by this reference incorporated herein. Appendix A shall be effective on July 1, 2016 and shall represent an across the board increase of two point 5 percent (2.5%) over the wage rates contained in the salary schedule effective from July 1, 2016, through June 30, 2017.

The District shall increase the base salary on the 2017-2018 and the 2018-2019 Salary Schedule by a minimum of 2% to a maximum of 3% to be calculated using the National CPI-U Portland annualized average for the twelve reporting periods ending December of the preceding year.

- B. The District agrees to pay the employee's required contribution in accordance with ORS 238.200 and shall "pick-up", assume, and pay six percent (6%) employee contribution to the Public Employee Retirement Fund for the employee members who participate in the Public Employee Retirement System (PERS). Such "pick-up" or payment of employee member monthly contributions to the system shall continue for the remainder of this Agreement.
- C. In the event of a situation beyond the control of the Board which requires the closing of schools, the school year may be extended to compensate for the number of days lost in the schools, at the discretion of the Board. However, in compliance with Oregon wage and hour laws, the District recognizes that it must pay employees at their regular rate of pay for any days worked during an extension of the school year.
- D. Overtime as determined by Oregon law will be compensated at one and one-half (1 1/2) times the hourly salary.
- E. Uniforms shall be provided by the District for custodians and cafeteria employees and replaced on a regularly scheduled basis at least once every two years. One uniform shall be provided for each day of the week that a food service employee normally works, up to five (5) uniforms. Said uniforms shall remain District property and only be worn for District related work. Employees shall be responsible for laundering uniforms and returning them upon terminating employment. Failure to return them will be cause for cost of uniforms to be deducted from employee's final check.
- F. The Board shall pay an employee mileage for use of the employee's personal automobile at the current government rate per mile for all authorized business when prior administrator approval is received.
- G. Reimbursement
1. The District shall reimburse employees for their expenses for workshops and for class registration fees, when such activities are related to their assigned work and have prior approval of the Principal and/or Superintendent.
 2. In addition, when the District mandates that an employee take a special class to obtain a license or permit, the employee shall be paid for the hours of the class or training at the regular rate of pay. If this class or training causes the employee's workweek to exceed

forty (40) hours, the pay rate shall be at the overtime rate (time and a half) for the hours over forty (40) for that week.

3. If a Title I Educational Assistant takes classes to meet the new Title I Educational Assistant requirements, the District shall provide tuition reimbursement upon advance approval of the Principal and the Superintendent. Title I Educational Assistant tuition reimbursement shall come from the Title I budget.
4. The District agrees to reimburse employees for personal insurance deductible amount up to \$300, or a maximum of \$300 to be applied to the loss or damage if not insured, when personal property is lost or damaged as a result of theft or vandalism and when all reasonable precautions have been taken by the employee to safeguard against loss or damage.

The District shall promote reasonable rules and regulations outlining the procedures and documentation needed for payment of a reimbursable claim. Those rules shall be governed by the following provisions:

- a. Employees must report the theft or vandalism to the appropriate police officials within seventy-two (72) hours of knowledge of the incident.
- b. Employees must complete a statement for district records explaining the circumstances surrounding theft or vandalism.

Repair or replacement costs shall be based on the most current and available rates and/or prices.

- H. An employee temporarily assigned by the District to replace an absent employee who is in a higher paying classification shall be considered acting out of classification after five (5) consecutive working days, and, said employee shall be entitled to the rate of pay at the first step of that higher classification that is higher than the present pay rate.
- I. The Employee Handbook shall outline the procedure for staff to choose to either receive their July and August pay with the June payroll or to have July and August checks distributed in July and August.
- J. The district will provide the OSEA Chapter president, or designee, a copy of each classified job posting at the time the job is posted.
- K. In the event of school closure, only classified employees designated by the Superintendent shall be authorized to report and be compensated at their regular rates of compensation.
- L. Longevity Pay

Employees who have been employed by the District for twenty (20) or more years without a break in service, and who are at the top step of the salary schedule shall receive a five hundred dollar (\$500) annual stipend, beginning in year 20 and continuing on for each subsequent year of service in the district.

Members who achieve their respective longevity years between July 1st and December 31st will begin receiving their stipend on their January paycheck. Members who achieve the respective longevity years between July 1st and June 30th will begin receiving pay for their longevity level on their first paycheck of the following school year.

ARTICLE 11: VACATION

- A. Vacation for twelve-month employees who have worked the number of consecutive years listed:

Years Worked Vacation Time

<i>Years Worked</i>	<i>Vacation Time</i>
1-5 years	10 days
6+ years	One additional day per year, maximum of fifteen (15) total days

- B. Allowed vacation time must be taken between July 1 and June 30 of the year it is available. There will be no carryover of vacation to a subsequent contract year, unless approved in advance by the Superintendent.

ARTICLE 12: PERSONNEL FILES

- A. The official files for all employees are confidential and shall be kept in the District Office.
- B. An employee may make a written statement relating to any evaluation, reprimand, charge, action, or any matter placed in the employee's personnel file and such statement shall be attached to the item and placed in the personnel file. The employee shall give a copy of the statement to the employee's supervisor.
- C. The personnel file shall be open for inspection by the employee but shall be open only to such other persons as are officially designated by the District, Board, or by the employee. An employee may authorize whomever the employee wishes to view the employee's personnel file as long as the employee is either present in person or has signed a written authorization allowing another person to view the contents of the personnel file. The employee or the person the employee authorized to inspect the personnel file, may request copies of the contents of the personnel file. Items mutually agreed upon by the Principal, Superintendent, and employee may be removed.
- D. Personnel files shall not contain any information on District job performance that does not bear the employee's signature or initials indicating the employee has been shown the material, or a statement by the Principal that the employee has been shown the materials and has refused to sign or initial such material.

ARTICLE 13: UNION COMMUNICATION/FACILITIES

- A. Intra-school mail facilities may be used for distribution of Union communications so long as such communications are labeled as Union materials and contain the name of the authorizing Union official and are not detrimental to District employee relations or defaming to any individual or school district. The Union may also distribute union materials using the District email system.
- B. Union materials may be distributed to the staff within the immediate building at any time with the provision that this does not interfere with work responsibilities.
- C. Union members may make brief announcements at staff meetings, if time permits.
- D. Meetings.

Whenever the District schedules negotiations, grievance proceedings, or other meetings during working hours, any representative of the Union or any employee who is required to participate or is called as a witness by either party shall suffer no loss in pay.

- E. The Union and the OSEA Chapter 98 President shall be notified by the District of all newly hired personnel upon hiring. At each worksite, a union representative shall be granted five (5) minutes to meet with each new employee to share information regarding union matters.
- F. The Union may use District facilities and equipment, including computers, typewriters, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, with approval of the building administrator and when such equipment is not otherwise in use. The Union will pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.
- G. The Union shall have in each building, the exclusive use of a bulletin board for Union information.
- H. A night custodian on duty may attend a Union meeting within their building with the approval of the supervisor. One Union representative from each building may attend an association meeting in another building with approval of their supervisor.
- I. The Union may request time release for certain employees to attend to Union business. The Union shall reimburse the District at the released employee's current hourly rate, including any associated payroll taxes. The District reserves the right to approve any release time.

ARTICLE 14: SICK LEAVE

- A. “Sick leave” means absence from duty because of an employee’s illness or injury or the illness or injury of the employee’s family member requiring the employee’s presence. “Family member” means an employee’s spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee’s same-gender domestic partner, an employee’s grandparent or grandchild, or a person with whom the employee is or was in a relationship of in loco parentis, or other close relative by blood or marriage.

“Family member” also includes the biological, adopted, foster child or stepchild of an employee or the child of an employee’s same-gender domestic partner. An employee’s child in any of these categories may be either a minor or an adult at the time qualifying leave pursuant to these rules is taken.

- B. The District shall allow the following number of days sick leave for employees covered under this Agreement, based on one-day sick leave for each month worked, whereby the District pays full salary. This leave will accrue at the rate of one (1) day per month. A “day” of sick leave shall be equal to the number of hours an employee is contracted to work. Example: A classified employee contracted to work four (4) hours per day, shall have their sick leave “day” be four (4) hours of paid sick leave. The District shall track sick leave by the hour so that if an employee’s changes the hours of leave for a “day” can be adjusted to reflect their new schedule. This definition of “day” shall also be applicable to all other leaves covered in this contract (Articles 15-16).

<u>Time Worked</u>	<u>Days Sick Leave</u>
Regular School Year	10 Days
11 Months (220 days)	11 Days
12 Months (260 days)	12 Days

- C. When an employee will be absent, due to personal illness or injury, he shall give notice to his/her supervisor. If the absence is for consecutive days, the supervisor shall be notified of the probable date of return. The Superintendent may require a physician’s written verification when sick leave exceeds five (5) consecutive workdays.
- D. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the District or furnish a medical doctor’s certificate of good health prior to returning to work in order to safeguard the health of students and other employees.
- E. If, at the beginning of a school year, an employee previously employed for at least one year, is ill and unable to resume his work duties, and such employee has unused accumulated sick leave days at the end of the prior school year, he will be allowed to use such previously accumulated sick leave days while he remains ill and unable to work. Such employee shall not be credited with additional sick leave days until he has returned full time to his assigned duties.

F. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except upon retirement, at which time all of the accumulated sick leave may be applied to Public Employee Retirement System.

G. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to discipline up to and including dismissal.

H. Sick Leave Bank

A voluntary sick leave bank will be established for employees who are beyond their probationary period of employment. Employees who have taken PERS retirement and are re-employed by the District are ineligible for sick leave bank contributions or benefits.

The Sick Leave Bank (SLB) is available to an employee who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. This condition must be certified by a doctor.

1. All employees who are beyond their probationary period may annually donate one day of sick leave to the bank. A "day" for the purpose of this section, is defined as the employee's regular work day. Any unused sick leave will continue to accrue.
2. The recipient of donated sick leave hours must first have used all of the employee's accumulated sick leave, personal leave, and vacation time and must not be drawing Workers' Compensation at the time of transfer. Recipient may only receive the number of hours equivalent to 20 days of the employees regular work days.
3. At the beginning of each school year, the Union shall advise members of the bargaining unit as follows:
 - a. That eligible employees may donate one day of the employee's accumulated sick leave to the Union's sick leave bank.
 - b. That such donations are completely voluntary.
 - c. That the Union or its administrative designee shall administer all disbursements from the sick leave bank.
 - d. That only those who have donated hours within the last three years will be eligible to apply for hours from the bank.
4. Eligible employees shall confirm their desire to donate to the sick leave bank no later than ten (10) workdays after the beginning of each school year or 10 days after the end of an employee's probationary period. Such confirmation shall be in writing and personally signed by the donating employee.
5. The Union or its administrative designee of the sick leave bank shall develop policies governing the operation of the sick leave bank. The parties agree that the sick leave bank shall not be operative until such time as policies have been adopted by the Union

or its administrative designee and a copy of the policies have been forwarded to the District and each member of the bargaining unit.

6. The District shall transfer sick leave to the sick leave bank in accordance with the authorized donor confirmations that are received within the annual enrollment period as specified in Subsection 5 of this Section.
7. The Union or its administrative designee shall administer disbursements from the Union's sick leave bank account. Each time such disbursement is to be made, the Union shall advise the District, in writing, the exact number of hours of sick leave and to whom sick leave hours are to be transferred. At no time shall the total number of sick leave hours to be transferred exceed the total number of hours recorded in the sick leave bank.
8. The Union does hereby indemnify and will defend the District against all claims, charges, damages, legal fees, and costs incurred as a result of its maintenance of the sick leave bank.

ARTICLE 15: PAID LEAVES

A. Extreme Illness Leave

1. Leave with full pay shall be allowed up to a maximum of three (3) days, noncumulative, (during any school year), for extreme illness (you or an immediate family member need to go to the hospital for an emergency procedure that was not planned or scheduled and requires the services of a licensed practitioner. Additional days may be considered and approved by the Superintendent. Days exceeding the maximum without approval of the Superintendent shall be deducted from employee's salary.
2. Immediate family includes mother, father, spouse, child, brother, sister, grandparents, grandchildren, mother-in-law, and father-in-law, and any other relative living in the same household.

B. Bereavement Leave

Up to five (5) days leave with pay may be authorized by the District in event of the death of any member of the immediate family. Immediate family includes mother, father, spouse, son, daughter, brother, sister, mother-in-law, or father-in-law, grandchild, grandparents, aunts, uncles, nieces, nephews, and any relative living in the same household. Classified employees who qualify for OFLA may take an additional (5) days, unpaid of bereavement leave but may use accumulated sick leave to take any portion of these OFLA bereavement days as paid. Additional days may be considered and approved by the Superintendent.

C. Military Leave

Military leave shall be allowed in accordance with federal and state laws relating to such leave.

D. Professional Leave

Leave with or without pay may be granted by the District for attending conferences or for other purposes related to the employee's assignments, when prior approval is received from the District.

E. Jury Duty Leave

An employee shall be granted leave with pay for service upon a jury provided, however, that the compensation paid to such employee for the period of leave shall be reduced by the amount of compensation received by the employee for such jury duty, excepting that amount received for expenses, and upon being excused from jury service during any day, an employee shall immediately return to complete his/her assignment for the remainder of his workday.

F. Witness/Appearance Leave

Leave with pay shall be granted for an appearance before court, legislative committee, or judicial body as a witness in response to a subpoena or other directive by proper authority in all matters other than those in which the employee is the plaintiff or a defendant except when the

appearance is related to their employment in the District provided, however, that the compensation paid to such employee shall be reduced by an equal amount to any compensation the employee receives as witness fees, excepting that amount received for expenses.

G. Emergency Leave

1. The District may grant approval of emergency leave upon receiving a written request from the employee following such absence. A maximum of one (1) day will be granted for emergencies of a serious nature beyond the employee's control, which must be taken care of during regular working hours. This leave is noncumulative.
2. In requesting emergency leave the employee will state in writing the general nature of the emergency and indicate why it couldn't be taken care of outside regular school hours. The written application shall be reviewed by the Superintendent, or his designee, who will provide a written response. If not in agreement with the Superintendent's decision, the employee may request in writing that the Board review the request.

H. Approved/Inclement Weather Leave

1. Each employee may be granted one (1) day leave with pay each year where approved/inclement weather circumstances necessitate that the employee be away from his/her work assignment.
2. Unused approved/inclement weather leave is noncumulative.
3. Approved/inclement weather leave shall not be used for recreation purposes, to extend a vacation, to engage in any activities related to other employment or work, or to attend Union activities and conferences.
4. In requesting approved leave the employee will state in writing the general nature of the reason for need of leave. Unless an emergency exists, as determined by the Superintendent, such request shall be received in the District Office at least two (2) days prior to absence.
5. In requesting inclement weather leave the employee will request in writing after the inclement weather event, you have 48 hours, if you wish to apply this leave to the workday the weather event occurred. All leave forms must be turned into your supervisor.

I. Personal Leave

Employees who are regularly scheduled to work six and one-half (6 ½) hours per day and have a minimum of a 175-day contract will be allowed two (2) paid days per year personal leave. This leave will not accumulate from year to year. Personal leave can be used at the discretion of the employee provided no more than ten percent (10%) of the members of the bargaining unit utilize personal leave on any given day. Employees who do not use one or both of their personal leave days will be paid their positions' substitute rate for the hours they normally work for unused days at the end of the school year.

ARTICLE 16: LEAVE WITHOUT PAY

- A.
 - 1. An employee may be granted up to one (1) year leave without pay upon request to the Superintendent.
 - 2. An employee who is granted leave without pay in excess of thirty (30) continuous calendar days is assured of the following:
 - a. An employee may continue insurance programs by paying in advance each month the cost of the monthly insurance premium to the District Office, subject to the insurance carrier rules and regulations.
 - b. An employee on leave shall retain all benefits which state law provides and all seniority accrued prior to the leave, including any cumulative paid leave that was on the books prior to the employee's leave.
 - c. Upon returning to duty from such leave, the employee shall be placed in his/her classification with the same hours and at the same step on the salary schedule as when the employee began his/her leave without pay.

B. Union Leave

The OSEA Chapter 98 President or his/her designee may request up to a total of five (5) employee days per year of unpaid Union leave, subject to the operating needs of the District. Such leave shall be requested through the Superintendent at least five (5) working days in advance by the OSEA Chapter 98 President.

ARTICLE 17: INSURANCE

- A. The District agrees to contribute for each employee who is regularly scheduled to work at least six and one-half (6½) hours per day towards health, dental, and vision insurance premiums for employee, employee and spouse, employee and child, and family coverage under a group plan recommended by the majority of the District staff, classified/certificated/administrative, and approved by the Board.
1. For employees hired prior to July 1, 2000, insurance contributions shall be prorated as follows:
 - a. All employees who qualify under the insurance companies' requirements are eligible for contributions, as set forth below:
 - b. Proration shall be based on a six and one-half (6½) hour employee being eligible for 100% contribution. (32½ hours per normal week).
 - c. Employees whose normal daily work schedule is less than six and one-half (6½) hours shall be prorated based on the six and one-half (6½) hours. For example: an employee working four (4) hours daily shall be prorated using the formula: $4 \div 6\frac{1}{2} = 61.5\%$ contribution.
 2. For employees hired after June 30, 2000, the insurance benefits shall be prorated as follows:
 - a. An employee whose normal daily work schedule is less than four (4) hours shall not qualify for contributions.
 - b. Temporary employees who are employed for less than 90 calendar days shall not be eligible for contributions. If their employment goes beyond 90 days and he/she otherwise qualifies, then he/she would become eligible.
 - c. Employees whose normal daily work schedule is six and one-half (6½) or more hours (32½ hours per normal week) shall be eligible for 100% contribution.
 - d. Employees whose normal daily work schedule is more than four (4) hours, but less than six and one-half (6½) hours shall have their contributions prorated based on an eight (8) hour workday. For example: an employee working five (5) hours daily shall be prorated using the formula $5 \div 8 = 62.5\%$ contribution.
- B. For year 2016-2017 school year, the District will pay the premium for medical, dental and vision for each eligible employee coverer by this contract up to a maximum premium by insurance tier per month per eligible employee as follows:

	Tier 1	Tier 2	Tier 3	Tier 4
2016-2017	\$600	\$1150	\$1020	\$1590

(Tier 1 is Employee Only, Tier 2 is Employee+Spouse, Tier 3 is Employee+Children, and Tier 4 is Family)

Sheridan School District agrees that classified employees who work four (4) hours or more per day and are eligible for medical/dental/vision benefits may choose to opt out of the group insurance program by notifying the District, in writing, of his/her desire to opt out, and by providing proof that the individual is covered by other medical insurance coverage.

Members who opt out of the group insurance will receive a pro-rated amount up to \$595 monthly contribution toward a HRA for allowable medical costs.

Sheridan School District agrees that members who participate in Evergreen Plan with a combination of HSA will be given full current insurance contribution toward insurance plan with health savings account.

The number of members allowed to opt out shall be determined by the limits established in the medical plans to maintain group participation.

The opting out process must be completed prior to September 7th of each year.

C. Insurance Committee

A committee composed of two (2) members designated by the Union and two (2) members designated by the District shall review the health insurance programs purchased by the District. The committee shall monitor current health insurance coverage and examine problems which arise. The Committee shall meet as necessary and forward any suggestions or recommendations to the Superintendent by May 1 of each contract year. The District's actions under this section are not subject to the grievance procedure. For all insurance programs the Board reserves the right to approve the carriers of any and all plans of insurance.

D. The parties recognize there are times when retirement serves the interest of the District and the employee. Therefore, the following program has been established.

1. Eligibility

In order to be eligible to participate in the District's retirement benefit option employees must have retired from the Sheridan School District and be eligible for full benefits under the Public Employee Retirement System (PERS).

2. Benefits

a. For employees electing to retire, the District shall offer, at the retiring employee's expense, the same medical and dental insurance coverage available to current bargaining unit members in accordance with the insurance carrier's underwriting requirements. The retired employee must elect to participate no later than sixty (60) days after the date of retirement. The coverage is available until the retiree dies or becomes eligible for Medicare, whichever occurs first. The coverage is available for the retiree's spouse until the spouse dies or is eligible for Medicare, whichever occurs first.

b. The retiree, or the surviving spouse of a deceased employee, is responsible for payment of the entire medical/dental premium. The payment must be received by the District on or before the 25th of each month or coverage may be canceled

without notice to the retiree or surviving spouse. If payment has not been received by the 25th, the District will notify the retiree or surviving spouse that payment has not been received. However, the ultimate responsibility for payment being received in time to be forwarded to the insurance company belongs to the retiree or surviving spouse. Failure to do so could result in cancellation of coverage by the insurance company.

- c. Retirees or surviving spouse will be notified as soon as possible if modifications in coverage or premium need to be made. The Board will consider any input which the retiree, surviving spouse, or Union may provide before making a final decision on carrier, coverage, and/or premium.

E. This Article will expire June 30, 2017. The parties will reopen negotiations on this Article: Insurance in the Winter of 2016.

ARTICLE 18: SAVINGS CLAUSE

- A. If any provision of this Agreement is held to be invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any provision should be restrained of any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the District or the Union, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE 19: LABOR MANAGEMENT

- A. Representatives from the Union and the District shall meet bi-monthly during the school year. These meetings will be scheduled prior to September 30th. The meeting dates will be established by mutual agreement of the Union and the District. A meeting may be canceled, if and only if, both parties agree that there is nothing to discuss. There shall be six (6) members who will attend these meetings. Three (3) shall be appointed by the Superintendent and three (3) by the president of OSEA Chapter 98. If the meetings are scheduled during work hours, the District shall release the employees with pay. If the meeting are not during an employee's scheduled work time, the meeting time shall not be considered compensable.
- B. The purpose of these meetings shall be: to discuss matters of concern regarding the terms of their agreement and any other matters that are of concern to the Union or the District.
- 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 98 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 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 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. Bargaining placement on the wage schedule shall be conducted according to the expedited bargaining provisions of ORS 243.698.
- 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: SAFE WORKING CONDITIONS

- A. The District will provide a safe and healthful working environment by complying with state and federal laws and regulations pertaining to workplace safety and equipment safety.
- B. The District will organize a safety committee at each worksite to monitor safety related issues. The names of the safety committee members shall be posted at every worksite. The committee will have representatives from all employee groups. The District and the Union mutually agree to work together to promote a safe and healthy work environment within the District. The classified employees serving on a safety committee shall either be appointed by the chapter president or elected in a meeting of the classified employees at the worksite. The meeting shall be chaired by a chapter 98 union worksite representative.
- C. In the event that District administrators are aware of situations where employees are likely to be exposed to serious contagious diseases, illnesses or other health hazards, the District will make a reasonable effort to provide this information to the employees who are likely to be exposed, unless confidentiality laws prevent it from doing so.
- D. In the event District administrators are aware of situations where students, being assigned to employees have had severe behavioral problems in the past that are likely to pose safety problems in the future, the District shall make a reasonable effort to keep those employees informed of these facts unless prevented from doing so by the laws of confidentiality. This might include information related to safety protocols for individual students and behavior intervention plans the employee will participate in implementing, as well as information required by law related to illegal activity.
- E. School special education staff and administrators are responsible for providing to employees, with an educational need to know, specific information related to behaviors of students with disabilities.
- F. To reduce the potential for harm to staff members, the District may provide the following when appropriate (list is not all inclusive and is based on individual statement and staff needs):
 - 1. Training of employees on proper lifting techniques;
 - 2. Lifting equipment (back supporter, mechanical lift) when the student's size warrants;
 - 3. Safety equipment such as bite guards, spit guards, and protective gloves.
- G. School administrators shall handle behavioral referrals through a process based on the District's disciplinary standards.
- H. Annually, the District will review with the Union officers, or their designee, the training needs and concerns of members and propose a schedule and format to address those needs.

ARTICLE 22: JUST CAUSE

- A. An employee may not be disciplined except for just cause.
- B. Discipline shall be defined as: written warnings, letter of reprimands, dismissal, demotion, or suspension without pay.
- C. In cases of very serious misconduct, the principles of progressive discipline shall not apply.
- D. Members of the classified bargaining unit shall not be criticized or reprimanded in front of staff members, student, or parents.

ARTICLE 23: GRIEVANCE PROCEDURE

A. Definitions

1. “Grievance” shall mean any dispute between an employee, group of employees, or the Union and the District involving the interpretation or application of any one or more provisions of this Agreement.
2. “Grievant” is the person or persons who has and is submitting the grievance.
3. The “Party in Interest” is either the person or persons filing the grievance or the person or persons against whom the grievance is filed.
4. “Representative” is the one who may speak for and/or advise a party in interest.
5. “Immediate Supervisor” is the one who has direct administrative or supervisory responsibility over the grievant in the area of grievance as stated in school board policy.
6. The term “days” when used in this article, except where otherwise indicated, shall mean the grievant’s working days.
7. “Persons officially involved” means the Superintendent, his representative and/or consultant, the grievant, his representative, and witnesses.
8. “Union” means the ERB certified exclusive representative for the District’s classified employees (OSEA).

B. General Procedures

1. These procedures should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
2. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into summer vacation period or the following year.
3. Efforts should be made to resolve differences through a discussion with the direct supervisor before formal procedures are used.

C. Level One – Immediate Supervisor (as defined by ORS 243.650(23))

The grievant may file a written grievance with his immediate supervisor. The written grievance shall be filed with the immediate supervisor not later than fifteen (15) days following the grievant’s knowledge of the event, which is the subject of the grievance. The grievance shall set forth the grounds upon which the complaint is based and reason(s) why the grievant considers the decision rendered during the informal discussions are unacceptable. The

immediate supervisor shall communicate to the aggrieved the decision in writing not more than five (5) days after the filing of the written grievance. Within five (5) days of receipt of the decision rendered by the immediate supervisor, the grievant, if he is not satisfied with the decision of the immediate supervisor, may appeal in writing to the Superintendent. The written appeal will include an explanation of why the decision at Level One is unacceptable.

D. Level Two - Superintendent

Appeals to the Superintendent shall be heard by him within ten (10) days of his receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the grievant or any other persons officially involved in the grievance. Attendance at the hearing of the appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing. Within five (5) days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the hearing his written decision which shall include supporting reasons. If the grievant is not satisfied with the decision of the Superintendent he may file a written appeal with the school board within five (5) days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reason for appealing the decision of the Superintendent and request appeal to Level Three, the School Board.

E. Level Three - School Board

Within five (5) days of the receipt of the appeal, the School Board will notify all official parties of a hearing to be held within (10) days of the receipt of the appeal. The School Board shall hear arguments of the Superintendent and the grievant at a closed session if permissible under Oregon public records laws. Within five (5) days following the hearing the School Board shall render a decision in writing to all official parties which decision shall be final and binding upon them unless the grievant appeals to arbitration.

F. Level Four - Arbitration

If the grievance has not been settled, the Union may, within ten (10) days after the response of the Board of Directors is due, serve notice of its intent to arbitrate the grievance. Such notice shall be in writing and delivered to the Superintendent. After the Union has indicated its desire to take a grievance to arbitration, the Union shall request the Employment Relations Board to submit a list of names of five (5) arbitrators to the parties. The parties shall select an arbitrator from the list by such method as they may jointly elect, or if they are unable to agree upon such method, then by the method of alternate striking of names under which the party that is to strike first shall be determined by lot. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, add to, or detract from the terms of the Agreement. His decision shall be within the scope and terms of the Agreement and in writing. The arbitrator's fee and expenses shall be shared equally between the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

ARTICLE 24: TERM OF AGREEMENT

- A. This Agreement, effective July 1, 2016, shall be binding on the Board, Union, their members and those they represent, and shall remain in force and effect through June 30, 2019. This Agreement may be reopened for further negotiations only by mutual agreement with both parties.
- B. The parties agree to enter into negotiations over a successor Agreement upon written notice by either party to the other no later than December 15 of the final year of the term of this Agreement.
- C. Commencing not later than March 1, 2017, the parties will meet to negotiate over health insurance contribution for July 1, 2017 to June 30, 2019.

Signed this _____ day of _____, 2016

Board Chairperson

OSEA Chapter 98 President

Superintendent

OSEA Field Representative

Appendix A 2016-2017 Salary Schedule 2.5% Increase Over 2015-2016											
CLASSIFICATION	1	2	3	4	5	6	7	8	9	10	11
Head Custodian	17.64	17.99	18.35	18.72	19.09	19.47	19.86	20.26	20.67	21.08	21.50
Custodian II	16.19	16.52	16.85	17.19	17.53	17.88	18.24	18.60	18.97	19.35	19.74
Custodian I	13.89	14.17	14.46	14.75	15.04	15.34	15.65	15.96	16.28	16.61	16.94
Head Cook	14.89	15.19	15.49	15.80	16.12	16.44	16.77	17.10	17.44	17.79	18.15
Assistant Cook	13.23	13.49	13.76	14.04	14.32	14.60	14.89	15.19	15.50	15.81	16.13
Educational Assistant	12.83	13.08	13.35	13.61	13.89	14.16	14.45	14.74	15.03	15.33	15.64
Library Assistant	12.83	13.08	13.35	13.61	13.89	14.16	14.45	14.74	15.03	15.33	15.64
Library Media Specialist	14.00	14.28	14.56	14.86	15.15	15.46	15.77	16.08	16.40	16.73	17.06
Head Secretary	15.75	16.06	16.38	16.71	17.04	17.38	17.73	18.09	18.45	18.82	19.20
Asst. Secretary	13.20	13.47	13.74	14.01	14.29	14.58	14.87	15.17	15.47	15.78	16.10
Student Services Secretary	15.23	15.54	15.85	16.17	16.49	16.82	17.15	17.50	17.85	18.20	18.56
Receptionist	12.83	13.08	13.35	13.61	13.89	14.16	14.45	14.74	15.03	15.33	15.64

Additions to Salaries:

In 2016-17, the following additions shall apply:

Educational Assistant - If required to perform medical procedures	+ .35/hour
Library Assistant - If operating school library without licensed librarian	+ .35/hour
One on one Special Education Assistant	+ .35/hour
Head Custodian - If also in charge of all building maintenance	+ .50/hour

In 2017-18, the following additions shall apply:

Educational Assistant - If required to perform medical procedures	+ .42/hour
Library Assistant - If operating school library without licensed librarian	+ .42/hour
One on one Special Education Assistant	+ .42/hour
Head Custodian - If also in charge of all building maintenance	+ .50/hour

In 2018-19, the following additions shall apply:

Educational Assistant - If required to perform medical procedures	+ .50/hour
Library Assistant - If operating school library without licensed librarian	+ .50/hour
One on one Special Education Assistant	+ .50/hour
Head Custodian - If also in charge of all building maintenance	+ .50/hour

Library Media Specialist

The current Library Media Assistant may advance to the position of School Library Media Specialist by completing 24 hours of continuing education within the area of Media/Technology/Library. An employee may complete the 24 hours of continuing education by successfully completing courses approved by the building Principal or Superintendent.

An example of such courses are: Use, design and production of printed, audiovisual and electronic forms of educational media; Selection and utilization of media to include children's and young adult literature; Administration of library media collections; and Implementation of a library informational skills program.

The District will grant tuition reimbursement for successfully completed approved classes.

Current Library Assistants completing the 24 hour requirement will be placed on Step 0 for the new position, except for those on Step 5. Those on Step 5 will be placed on Step 1 for the new position.