



## SCHOOL BOARD MEETING REPORT

**Board Meeting Date:** December 15, 2015

**Agenda #** \_\_\_\_\_

**Staff/Administrator:** Debbie Breckner

**Superintendent:** David Holmes

**Type of Item:** ☐ Informational ☒ Action

**Please state your proposal briefly and clearly. What do you want the board to know, discuss, or decide?**

I respectfully request that the Board approve the attached tentative agreement that was reached with the Oregon Schools Employees Association, which represents our classified staff members. This agreement is settled within the parameters established previously by the TRSD Board of Directors and the cost of the total package is approximately \$155,229.00.

**Provide history/background information on your proposal.**

The District has an established collective bargaining agreement with OSEA that extends through June 30, 2017. That agreement required the District to have a financial reopener this year to determine the financial portions of the contract as it was a legislative year. Unfortunately, the District was only able to reach agreement for this school year as the financial picture is still unknown for next year. We will need to hold another financial reopener in the spring to establish parameters for the 2016-2017 school year. This financial package creates a Step 9 for those employees who were not eligible for step increases as of July 1, 2015 and will ultimately change the starting wage beginning in July, allowing the District to move towards being a competitive employer. It also increases the insurance cap slightly, moving the District closer to the insurance caps offered by other school districts. The bold language in the attachments indicate the changes to the collective bargaining agreement that have been tentatively agreed to.

**List the advantages of your proposal:**

We have an agreement and time and energy can be now fully spent on teaching and learning throughout the District.

**List possible disadvantages of your proposal:**

We would need to reschedule mediation with the Employee Relations Board as time has expired for both sides to reach agreement.

**List possible alternatives that could also offer a solution to your proposal. Why were they not recommended?**

There is not enough funding to increase every employee's salary by more than 1%. Those employees who received a step increase on July 1, 2015 received at least a 2.5% step increase; however those employees who are stepped out, received nothing. This solution maximizes what is available so that all employees receive some kind of increase.

**Superintendent's recommendation(s):**

**Approve:** Yes ☐ No ☐

**ARTICLE 18  
PAY PLAN**

- A. It is agreed that all classified employees in the bargaining unit will be paid on an hourly basis for hours and days worked as reported on time sheets signed by both the employee and the supervisor. Paid legal holidays as outlined in Article 15 of this Agreement shall be paid the hourly wage rate as set forth in Appendix A of this Agreement.

The salary schedule for the 2014-2015 school year shall be determined by increasing the 2013-2014 salary schedule base by 2% retroactive to July 1, 2014.

**All classified staff members who were eligible to receive a step increase during the 2015-2016 school year will receive that step as of July 1, 2015.**

The salary schedule for the 2015-2016 school year will remain the same as the 2014-2015 school year; however, an additional step shall be added for those staff members who were ineligible for a step increase July 1, 2015. This additional step shall be determined by creating a step 9. This step will be a 2% increase over Step 8 across all classifications on the salary schedule. These additional steps shall be retroactive to July 1, 2015, with a payment made representing July 1, 2015 through December 31, 2015 in a separate check on the January 2016 payroll; and the remainder spread throughout the remaining paychecks of the contract year.

The existing Step 1 of the salary schedule will be removed from the salary schedule beginning July 1, 2016; returning the salary schedule to an 8-step schedule.

**No employee group within the District will receive a greater increase than the equivalent of a 1% salary increase. Should a great increase be given to another group, the same percentage will be given to the classified bargaining unit.**

- B. Employees who are eligible for step advances each July 1 shall be granted step increases. However, such step increase may be withheld in the event that the employee is on a plan of improvement when Step movement would ordinarily occur. If the employee fails to successfully complete the plan of improvement, no decision on the missed step movement shall be made until the issue of the plan of improvement is resolved. Should the employee successfully complete the plan of improvement, step increases will be granted retroactive to July 1. In no event, shall an employee be denied the cost of living increase unless they are on an approved leave of absence without pay and upon returning to work all cost of living increases and step increases shall become effective on that date.

Each school year a total of eight (8) working days (eight (8) hours each day) will be allocated to each high school for usage by employees in the following classifications; registrars, bookkeepers, and/or activities secretaries. Each high school principal will allocate these hours in the above referenced classifications at his/her discretion.

Employees hired after January 1 of any school year will not receive a step increase in July, but will continue on their original step until the following year.

- C. Employees who will complete their 15<sup>th</sup> year of continuous service with the District before June 30 of the current school year will receive a monthly longevity stipend in the amount of \$20.00. Employees who will complete their 20<sup>th</sup> year of continuous service with the District before June 30 of the current school year will receive a monthly longevity stipend in the amount of \$30.00.

If an employee is a ten (10) month employee, the additional two (2) months of stipend will be paid on their last paycheck. This longevity stipend is in addition to the employees' regular hourly wage. Stipend payment will end immediately upon a break in service. Any employee who receives this benefit, but does not complete the eligibility period, will have an amount equal to the overpayment deducted from their final check.

- D. Length of employment will be rounded off to the nearest year for placement on the step schedule, utilizing July 1 for that purpose.
- E. **OUT OF CLASSIFICATION PAY:** Any regular employee temporarily assigned by their Principal or Administrator to replace an absent employee who is in a higher classification shall assume all the duties and responsibilities of the assigned position and be considered acting out of classification. Effective on the third (3<sup>rd</sup>) consecutive working day in the higher classification, the employee shall receive pay at the higher rate to be retroactive to the first day of higher duty.
- F. Employees may annually select to receive their paycheck in ten (10) or twelve (12) monthly checks in accordance with applicable Internal Revenue Code. **Employees electing twelve (12) monthly checks will receive one check a month; unless a separation of employment (resignation, retirement, etc.) occurs at the end of the school year. In the event of a separation of employment, the employee will receive payment of any remaining checks in June's payroll.**
- G. **Payday shall be the 20th of the month; unless that day falls on a weekend; in which case, payday shall take place on the preceding Friday. Unless a staff member separates from the District at the end of a school year through resignation, retirement, or other personnel action; the remaining paychecks will continue throughout July and August unless otherwise requested in writing.**
- H. In the event errors in payroll occur, such errors must be reported in writing, on forms provided by the District, to the Department Supervisor, who shall forward such report to the Payroll Clerk. Overpayment of \$10.00 or more shall be adjusted by mutual agreement between the parties, provided that such overpayment must be adjusted before the end of the school year, or upon termination. Underpayment of \$10.00 or more shall be adjusted within ten (10) days of receipt of the report.
- I. The District agrees to compensate all those who report to work, but who are not put to work, a minimum of two (2) hours at the employee's regular rate of pay. An employee will not be paid if the District gave reasonable notice by radio, television or telephone beforehand. (Supervisor to telephone those who cannot receive radio signals.)
- J. Payroll deductions shall be limited to approved companies; Union sponsored programs, and Section 125 Programs. For a company to be approved there must be at least ten (10) employees signed for deductions for that plan. If the number of employees for a given plan drops below five (5), that plan will no longer be approved for payroll

deductions.

- K. The district recognizes that occasionally employees will have circumstances that may require an advance on their payroll. When this occurs, the following guidelines will be followed:
1. Employees will request the advance in writing through their supervisor to the Superintendent or designee for approval.
  2. Payment will not exceed the amount of the net salary earned at the time of the request.
  3. Any payroll advance request must be received by the business office by the first Friday of the month and shall be issued no later than 1:00 pm on the second Friday of the month. In the event either Friday is a paid holiday, the request or pay shall be made on the previous workday.
  4. Payroll advances will be limited to no more than one (1) a month and to no more than three advances within a twelve (12) month (fiscal year) period.
- L. Any employee when performing work that requires small scale certification for asbestos-related work or certification for IPM work will receive \$2.00 per hour above their regular classification hourly wage rate. If the employee is asked to do asbestos-related work that in his/her determination is not "small scale", they will not be disciplined for refusal to comply with that work order. The employee and the Union President will meet with the District to resolve the issue. The District will pay for all physical examination(s) for any employee who is required to work asbestos-related assignments per Oregon State Law, EPA, DEQ, and AHERA requirements.
- M. **Special Education Related Student Services:** No bargaining unit employee will be ordered to perform "related student services." If a bargaining unit employee accepts a "related student service" assignment, they will receive training by the appropriate health care registered nurse or doctor. Typically "related student services" tasks are those that an unlicensed individual other than family members may not perform without authorization, training, and supervision by a registered nurse or doctor. (Clean Intermittent Catheterization (CIC) is an example of the above. If a nurse or doctor determines that the health care needs of a particular individual would be best served by such delegation, then an unlicensed trained bargaining unit Education Assistant, ERC Assistant or Multi-Handicapped Assistant can perform the treatment, but only for the specific student on whom the training was conducted, and only according to a specific protocol or checklist for the student being treated.)

The Education Assistant or ERC Education Assistant performing the above duties according to specific protocol, or who is performing "diapering duties" required for students, shall receive \$1.00 per hour extra pay with a minimum of two (2) hours for each day the duties are performed.



## ARTICLE 17 INSURANCE

An ongoing insurance committee is established to review insurance coverage and prices to keep limits on spending and promote cost effective use of the insurance benefit package. The insurance committee shall consist of at least five (5) members: three (3) appointed by OSEA Chapter 22; and two (2) by the Superintendent. The insurance benefits shall be selected by OSEA Chapter 22.

Effective **July 1, 2015** the District shall pay **\$985.00** per employee per month (PEPM) of the premium cost for Health, Dental and Vision plans for full-time employees. Employees working full time shall receive 100% of the above contributions. Employees working between six (6) hours and seven and three-quarters (7.75) hours shall receive eighty-seven and one-half percent (87.5%) of the above contributions. Employees working between four (4) hours and five and three-quarters (5.75) hours shall receive sixty-six (66%) of the above contribution.

A. The District agrees to provide employee only "primary integration" long-term disability insurance for members of the bargaining unit working twenty (20) or more hours per week on an OSEA/District Committee adopted disability insurance plan.

B. Insurance benefits will be available for the employees in the bargaining unit who work half (1/2) time or more and shall take effect the first of the month following 60 days from the date of hire. However, those employees who do not desire this coverage shall so indicate by signing a waiver of coverage. Such employees shall not receive compensation in lieu of the insurance coverage.

C. Classified employees hired for less than four (4) hours will not be eligible for insurance. Classified employees hired for four (4) hours or more but less than eight (8) hours will receive insurance on a pro-rated basis. Employees working less than four (4) hours per day shall not be eligible for benefits.

Employees hired after July 1, 2000 who are working less than eight (8) hours, will have the option whether or not to purchase insurance. In the event a classified employee hired for less than eight (8) hours receives an increase in hours at a future date, the pro-rated portion of the insurance will adjust accordingly.

Exceptions: If an employee's hours are reduced due to reduction-in-force (RIF), downsizing, or non-disciplinary involuntary transfer related to budget considerations, said employee will be subject to the following provision:

Any employee who falls under the above exceptions will have their insurance premiums paid at his/her original rate for three (3) months from the time of reduction during the term of this agreement. Upon reaching the fourth (4th) month, the employee will pay the pro-rata insurance premium rate based on their lowered hourly schedule. The intent of this paragraph is to enable those employees who incur reduced hours because of budget reductions, not management decisions, to have time to adjust to the loss of hourly pay, plus the increased pro rata insurance rate. In the event hours are reduced below 30 hours a week, the District will continue insurance for a period of no less than three (3) months.

**TRSD & OSEA  
Tentative Agreement  
November 23, 2015**

The District will provide a Section 125 plan at no cost to the employees.

D. **EARLY RETIREMENT:** Bargaining Unit members, who as of June 30, 2004, have twenty (20) or more years of service with the District (See Appendix B: Seniority List of Approved Classified Members with 20 Years Continuous Service Prior to 6/30/04), and retiring prior to July 1, 2011, will be eligible to receive the current bargaining unit's insurance program. This benefit will be for up to ten (10) years of medical, dental and vision insurance or until Medicare eligible, whichever comes first.

Bargaining unit members who are insurance eligible who have a minimum of fifteen (15) years of continuous service with the District in a classified position, and are on the highest step of the salary schedule, such members may voluntarily elect the option of early retirement. The District will provide a maximum of eighty-four (84) months or until Medicare eligible for medical, dental and vision insurance under the following provisions:

Employees who meet the criteria established in the first paragraph and retire before June 30, 2011 will receive the same provisions and cap, as that provided bargaining unit members.


Those employees retiring after June 30, 2011 will receive the same insurance provisions under the same conditions as listed above, but benefit will be for the employee only.

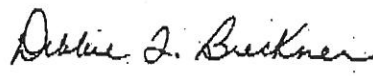
For those not eligible under the above provision, but who qualify for full retirement under the Public Employee's Retirement System, may continue the hospital medical insurance at their own expense through group participation until such employees reach Medicare eligibility.

All employees hired after June 30, 2000 will not be eligible for the benefits described in this section.

E. **PERS "Pick-Up":** The District shall assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement and shall be applicable to employees who first begin to participate in the system on and after the date of the signing of this Agreement to its termination. The full amount of required employee contribution "picked up" or paid by the District on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003 (8) for the purpose of computing an employee member's "final average salary" within the meaning of ORS 237.003 (12), but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.971. Such "picked up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071 (2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

**Tentative agreement November 23, 2015:**

  
Ahrien T. Johnson, OSEA

  
Debbie Breckner, District