

Three Year Contract – 7-1-2010 through 6-30-13 with re-opener for salary schedule and insurance cap. Steps only, with \$995 insurance cap and the following changes in language:

ARTICLE 2: NONDISCRIMINATION

- 2.1 ~~The Association 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, education, handicap, national origin, membership or non-membership in the Association, domicile or marital status.~~
The Association and the District agree that they shall not discriminate against any employee covered by this agreement because of race, color, religion, national origin, gender, age, sexual orientation, marital status, disability, genetics, or membership or non-membership in the Association.

ARTICLE 7: WORKDAY/WORKWEEK

- 7.3 Notice of the scheduled work year (number of days planned to be worked) shall be provided for the various categories of employees prior to the start of the school year, in writing by July 1, except **head** secretaries, where the normal work year shall be the same total number of days as their supervisor. Any additional days worked must be approved in writing by the Superintendent.

ARTICLE 12: INSURANCE

- 12.8 The present insurance carrier is **Oregon Education Benefits Board (OEBB)** ~~OSBA Blue Cross and Blue Shield of Oregon~~. Any change in insurance companies shall be mutually agreed upon by the Association and the District.

ARTICLE 13: LEAVES OF ABSENCE

A. Paid Leaves

13.1 Personal Leave

Commencing on the first day of employment through nine (9) years, custodial and maintenance employees are entitled to personal leave based on the following formula: $.0461 \times$ the hours worked each year equals hours of annual leave to which the employee is entitled. The formula $.0653 \times$ hours worked equals hours leave will be used for employees with ten (10) years or more work experience. The formula

.0702 x hours worked equals hours leave will be used for employees with fifteen (15) years or more work experience in the District.

All non-custodial/maintenance staff will be awarded **5 days of annual leave** ~~2 days personal leave and 3 days of family leave~~. All leave is non-cumulative; however, any unused leave will be paid out at the end of the fiscal year.

All annual leave taken during the school day must have prior approval. If an emergency occurs where approval cannot be secured, the employee should notify the Principal as soon as possible.

13.3 Holiday Leave

C. Compensation for holiday benefits shall be provided for an employee who has worked **a minimum of 40 hours** during the month of the holiday.

13.4 Jury Duty and Subpoena Leave--Any regular classified employee of the District who is required to serve on jury duty or is subpoenaed, shall receive his/her regular salary during the time the employee is officially attending to these legal matters. Payments received for jury duty shall be forwarded to the District Office. **Travel allowances shall be maintained by the employee.**

B. Unpaid Leaves

13.9 Definition of School Closure – A school closure shall be defined as a day(s) when school(s) is (are) closed due to inclement weather or other emergencies or hazardous conditions.

On school closure days, **as determined or announced by the District Superintendent or his/her designee**, employees are not expected to work; however custodial and maintenance staff are to check with their supervisor, **and may have to report. Classified employees will not suffer a loss of wages when there is a school closure.** In the event that the district is required to extend the school year in order to makeup lost time, classified staff will be expected to work without additional compensation.

ARTICLE 16: DISCIPLINE & DISCHARGE

16.1 ~~Before an employee is suspended without pay or discharged, the employee's supervisor will explain the charges, complaint or performance dissatisfaction to the employee and give the employee an opportunity to respond to the information presented before such action is taken.~~

Before a non-probationary employee is disciplined, up to and including suspension without pay, or terminated, the employee's supervisor will explain the charges, complaint or performance dissatisfaction to the employee and give the employee an opportunity to respond to the information presented before such action is taken. Management reserves the right to place employee(s) on paid administrative leave while the incident of alleged wrongdoing is investigated. The employee may request and will be granted union representation at this meeting.

If the employee disagrees with a decision to discipline or discharge, he/she may appeal the decision in writing to the superintendent within five (5) working days.

If the employee is discharged, he/she may appeal the discharge to the School Board as indicated in ORS 342.663. The time limit for such an appeal will be as stated in the statute, within fifteen (15) days. This appeal must be submitted in writing.

ARTICLE 20: SITE COUNCILS

- 20.1 ~~Classified employees who serve on site councils shall be eligible to receive a stipend of 30.00 for each time the council meets to conduct business and the member attends the meeting. However, in no event shall the total compensation as provided herein exceed \$240.00 per year for any single employee.~~

Classified employees who serve on the site councils shall be eligible to receive a stipend of \$30 for each time the council meets to conduct business outside of the workday. However, in no event shall the total compensation as provided herein exceed \$240 per year for each classified employee's service. Further, each serving member must attend the site council meetings to be eligible to receive the stipend provided herein.