

Tentative Agreement  
February 27, 2014

**Memorandum of Understanding  
Between  
Oregon School Employees Association Chapter #22  
and  
Three Rivers School District**

Pursuant to Article 22-Term of Agreement of the 2011-14 collective bargaining agreement which requires the parties to re-open Article 17-Insurance, Article 18 – Pay Plan, Extra Duty, reduction in work year, and any other article that has an economic impact for the 2013-14 fiscal year, as well as up to two (2) non-economic articles of each party's choosing, the following Memorandum of Understanding outlines the agreement of the Oregon School Employees Association Chapter #22 and the Three Rivers School District.

Article 6  
UNION RIGHTS

RELEASE TIME: Leave shall be granted for Union representatives, without loss of pay, for negotiation sessions, to administer the contract, attend hearings, grievance proceedings, and arbitrations. Union leave shall be coordinated with the building administrator by the Director of Human Resources.

*(All other provisions of this Article shall remain as written.)*

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 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, 2011 the District shall pay \$920.87 per employee per month (PEPM) of the premium cost for Health, Dental and Vision plans for full-time employees. The District's contribution will be increased annually on July 1 by the national five (5) year medical CPI average for the duration of this Agreement.

In 2012-13, the parties agreed to waive the automatic increase based on the national five (5) year medical CPI average and to freeze the District's contribution to insurance at \$920.87.

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For 2013-14, the District agrees to increase the District's contribution to insurance to \$950 per month, effective October 1, 2013. Adjustments to monthly rates will begin in the March 2014 payroll.

*(All other provisions of this Article shall remain as written.)*

ARTICLE 18  
PAY PLAN

The District acknowledges that classified employees have not received a cost of living increase since the 2011-2012 school year. The District understands this is a priority for OSEA members and will consider that priority in the future.

- 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.

In October 2010, the parties agreed to a 3% increase on the 2009-2010 salary schedule, pursuant to the collective bargaining agreement. The Union agreed to forego implementation of 2% of the said increase until July 1, 2011.

Effective July 1, 2011 all employees shall receive the 2% cost of living increase on the 2009-2010 salary schedule. No additional cost of living increase shall be awarded for 2011-2012.

For the 2010-2011 school year, if the ending fund balance exceeds 5% as identified in the 2011 annual audit, then an additional 0.25% increase in wages will be provided to bargaining unit employees in the June 2012 paycheck.

For the 2012-2013 school year, the parties agreed to freeze wages at the 2011-2012 levels.

For the 2013-2014 school year, the parties agree to freeze wages at the 2011-2012 levels.

- B. In October 2010, the Union agreed not to implement step advancement for eligible employees during the 2010-2011 school year. Effective July 1, 2011, those employees who would have been eligible for step advancement in 2010-2011 shall receive the step advancement.

No additional step increase shall be given for the 2011-2012 school year. Future step increases will be bargained under Article 22 – Term of Agreement. However, such step

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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.

For the 2012-2013 school year, the parties agreed to freeze step advancement for eligible employees.

Effective July 1, 2013, those employees who would have been eligible for step advancement in 2012-2013 shall receive the step advancement.

Effective July 1, 2013, step increases will be given for those employees eligible for the 2013-2014 school year.

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.

All employees who are on Step 8 and who are not eligible for a step increase in 2013-2014, will receive a one-time payment equal to 1% of their regular gross wages, payable in the March 2014 payroll in a separate check.

*(All other provisions of this Article shall remain as written.)*

C. Longevity

Definitions

Longevity Eligibility: Employees are eligible for longevity when they complete their 15<sup>th</sup> year of continuous service with the District before June 30 of the current school year.

Longevity Advancement: Employees are eligible for longevity advancement after they complete their 20<sup>th</sup> year of continuous service with the District before June 30 of the current school year.

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

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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.

In October 2010, the Union agreed not to implement longevity increments for those employees newly eligible for longevity or who were eligible for longevity advancement during the 2010-2011 school year. Effective July 1, 2011, those employees who would have been eligible for longevity in 2010-2011 shall receive the longevity increment.

For the 2011-2012 school year, the parties agree not to implement longevity increments for those employees who would be newly eligible for longevity or who would be eligible for longevity advancement during the 2011-2012 school year.

For the 2012-2013 school year, the parties agreed to freeze longevity advancement for eligible employees.

Effective July 1, 2013, those employees who would have been eligible for longevity advancement in 2012-2013 shall receive the longevity advancement.

Effective July 1, 2013, those employees eligible for initial longevity eligibility or for longevity advancement in 2013-2014 shall receive the longevity payment.

*(All other provisions of this Article shall remain as written.)*

### **Classified Employee Work Year/School Calendar**

1. For the 2013-2014 school year, the number of workdays for members of the bargaining unit will be reduced by up to five (5) days. The number of workdays reduced shall be the same for each member of the bargaining unit, with the exception of bargaining unit members assigned to Newbridge High School who shall be exempt from this reduction.
2. The reduction in pay to cover the five (5) day work year reduction shall be equally divided beginning with the April payroll.
3. If the District does not reinstate workdays from the school closure days from December 6-13, 2013, bargaining unit members who realized unpaid work days during the school closure days shall be able to use those unpaid work days to offset an equal amount of the work year reduction days.

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4. If the District reinstates workdays from the school closure days mentioned in #2 above, bargaining unit members who used accrued leave during the school closure days shall have such leave credited back to them, provided the reinstatement of such leave does not exceed the assigned work calendar year with the five days reduction noted in #1.
5. The reduction in the work year shall not be considered for purposes of calculating other benefits (e.g. leaves, professional development, etc.) due to bargaining members.
6. The reduction in work year shall not impact a bargaining unit member's qualification for, or receipt of, Early Retirement Benefits.
7. Since seniority is calculated based on an employee's first day of service, the reduction in the work year shall not impact the seniority status of any bargaining unit member.

All other provisions of the 2011-14 Collective Bargaining Agreement shall remain in full force and effect through June 30, 2014.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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Three Rivers School Board

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Oregon School Employees Assoc.

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District

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Oregon School Employees Assoc.

Gale M. Barlow  
For the Union/Date 2/27/2014

Abbie Brester 2/27/14  
For the District/Date