



# SCHOOL BOARD MEETING REPORT

**Board Meeting Date:** June 20, 2017

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

**Staff/Administrator:** Debbie Simons

**Superintendent:** David Valenzuela

**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.

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

The District had an established collective bargaining agreement with OSEA that extends through June 30, 2017, with openers to secure a multi-year agreement. That agreement required the District to have a financial reopener this year for insurance. The District was able to reach a 3-year deal on salary schedules last year, taking the first steps in moving the District's wages to meet the new Oregon minimum wage law by adjusting wages comparatively across all classifications and rebalancing the salary schedule so that each step increase was consistent across the schedule. In addition, this agreement increases the District's contribution to health insurance by \$15 per month each year of the contract; but moves both the rates and the cap contributions to a tiered level so that employees and the District are paying for insurance that they need; rather than a composite rate regardless of family size. Finally, both parties have agreed to notify one another of any language needs/concerns prior to January 15, 2019 and to begin finalizing the full successor agreement in January 2019 in advance of the budgeting process. This contract also addresses changes in the grievance and complaint procedure to mirror the practice used by the District when issues arise; clarified that regular maternity leave does not qualify for donations from the sick leave bank, establishes a trigger for additional dollars for health insurance should the financial picture substantially improve, updates language around health and safety of staff; and clarifies the practice when staff retire/rehire with the district and finally, updates the summer pay language so that the District is able to protect itself from increased PERS costs each July which are dependent on when paychecks for the summer are issued.

**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. This is the first multi-year collective bargaining agreement since 2008.

**List possible disadvantages of your proposal:**

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

The District considered re-opening insurance each year; however that requires resources to be directed towards the bargaining process, and both parties feel that having a multi-year agreement allows staff to focus on the teaching and learning of students.

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

**Approve:**    Yes     No

ARTICLE 8  
GRIEVANCE AND COMPLAINT PROCEDURE

A. **DEFINITIONS**

1. **GRIEVANCE:** Grievance shall be an allegation by an employee or group of employees or the Union that the district has violated a provision of this Agreement.
2. **GRIEVANT:** The grievant is the person, persons, or Union making the claim.
3. **PARTY OF INTEREST:** A party of interest is anyone involved in the grievance who has a bona fide legal interest in the resolution of the grievance.
4. **IMMEDIATE SUPERVISOR:** The immediate supervisor is the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance. In the event the grievant is a group of employees in the same or different classification, or the Union, these grievances shall be initiated at Level Two.
5. **DAYS:** Days shall, except where otherwise indicated, mean District business days.
6. **STEWARDS:** A Steward is a bargaining unit employee who has been through a specific course of instruction provided by the Union to provide representation, advocacy and contract administration duties for bargaining unit members. Stewards shall be allowed time away from the job to investigate and represent grievants without loss of pay. The Union shall provide a list of all Stewards to the District by September 15 of each year.

B. **ADMINISTRATIVE REGULATIONS**

1. **TIME LIMITS:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process.
  - a. Grievances and decisions shall be in writing and filed within the time limits specified below unless such limits are extended by mutual consent.
  - b. When no mutual consent to extend time limits exists, failure to file an appeal within the prescribed time limits constitutes a waiver of further appeal steps.
  - c. When no mutual consent to extend time limits exists, failure to respond in writing to the grievance shall allow such grievance to automatically proceed to the next step of the procedure.
2. No reprisals of any kind will be taken by the Board, the Union, or by any employee of the District against any party of interest, or any other participant in the grievance procedure because of such participation.
3. **SEPARATE GRIEVANCE FILE:** All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. **FORMS:** All grievances shall be presented in writing on forms provided by the Union.
5. **MEETINGS AND HEARINGS:** Meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article. Both parties agree these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
6. **REPRESENTATION:** The grievant may be represented at all levels of the grievance procedure by himself/herself, or at his/her option, by a Union representative. In the event the employee declines Union representation, the Union shall be so informed by the

employee. The District shall notify the employee and the Union of all grievance meetings. The Union shall be allowed attendance to ensure the integrity of this Agreement and that any settlement to a grievance is not inconsistent with the express terms of this agreement.

## **GRIEVANCE PROCEDURE**

The grievance procedure shall consist of four (4) steps as follows:

### **Level One: Principal or Immediate Supervisor**

Each grievance shall be initiated within fifteen (15) days after the occurrence of the cause for the claim, or within fifteen (15) days following the grievant's first knowledge of the cause, whichever is later. Failure to initiate action within these limits will constitute a waiver of the claim.

The grievant shall present the grievance in writing, and discuss the problem with his/her principal or immediate supervisor. The principal or immediate supervisor will give his/her answer in writing within ten (10) days. The Union's designated representative may be present at this meeting at the request of the grievant.

### **Level Two: Superintendent**

Within ten (10) days, if the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she shall file the grievance in writing with the Superintendent or his/her designated representative. The Superintendent or his/her designated representative shall hear the appeal and render a decision within ten (10) days, or may, at his/her discretion within ten (10) days of receipt of the grievance, refer it to the Board level.

### **Level Three: School Board**

Within ten (10) days, if the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may file his/her appeal with the School Board. The School Board may hear the appeal and render its decision within ten (10) days after hearing the appeal. The parties may agree to appeal a Level Two decision directly to Arbitration.

### **Level Four: Arbitration**

1. Within ten (10) days, if the grievant is not satisfied with the disposition of his/her grievance at Level Two or Level Three, whichever hears the grievance, he/she shall file his/her notice of intent with the Union and the Board to appeal the grievance to arbitration. The Union within ten (10) days of receipt of such request shall advise the District in writing if they intend to arbitrate the grievance.
2. Within ten (10) days after such notice or intent, the Board and the grievant and/or his/her representative, unless they can mutually agree to an arbitrator, shall request a list of arbitrators from the Employment Relations Board (ERB).
3. The parties shall then be bound by the rules and procedures of the Employment Relations Board (ERB) provided, however, that the issues in dispute will be submitted to the arbitrator in a formal submission agreement. Expedited rules of the Employment Relations Board (ERB) may be used by mutual agreement of the parties.
4. The arbitrator shall not have the power or authority to amend, modify, alter, add to, or subtract from this Agreement.
5. The decision and award of the arbitrator shall be final and binding on the parties.
6. The Union and the District shall equally share the cost of the arbitrator's fee and expenses.

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### Complaint Procedure

A complaint is an allegation by an employee, group of employees or the Union of unfair or inequitable treatment which is not grievable under this Agreement. However, a complaint may be processed through the grievance procedure of this Agreement up to and including Level Two.

Except as specified in 6 below, formal written complaints shall be processed as follows:

1. The District will provide the employee with a copy of the signed complaint within five (5) working days of the District's receipt of the complaint.
2. The employee, with the assistance of the immediate supervisor, will attempt to resolve the matter informally. However, if a meeting between the complainant and the employee is to be held, the supervisor will, prior to the meeting, meet with the employee and discuss ways of handling the situation. The employee will be apprised of the supervisor's feeling on the issue.
3. The employee has the right to representation at any investigatory meeting from which disciplinary action may reasonably result.
4. Complaints which are not discussed within five (5) working days of the receipt of the written complaint (unless postponed by mutual agreement by the District and Association) shall not be used in evaluations or in any disciplinary action.
5. If corrective action includes discipline, such action will be with just cause.
6. For complaints alleging child abuse or sexual misconduct, point two above will not apply. Point one will be held in abeyance while an outside police or DHS investigation is ongoing and the District is required by law enforcement not to notify the employee.
7. When one employee files a formal written complaint against another employee, that complaint will be forwarded to the Department of Human Resources for action.

For the Association:

Gale M. Barlow  
Alfred J. Jones

For the District:

Phillip Emory

Date: 5/22/17

## ARTICLE 16 LEAVES OF ABSENCE

All employees are responsible for following applicable policies and procedures for being absent. All individual leave allocations will be allocated in hourly equivalents equal to the total number of hours the employee is assigned.

### A. PAID LEAVES OF ABSENCE

#### 1. SICK LEAVE

- a. All sick leaves allocated under SB454 and ORS 332.507 will run concurrently.
- b. The District shall allow each employee at least ten (10) days sick leave at full pay for each school year, or one day per month employed, whichever is greater.
- c. Sick leave days may be accumulated by employees only if not used in the year for which granted. Total sick leave which can be accumulated by any employee under this Agreement shall be unlimited.
- d. Sick leave at full pay in excess of five (5) consecutive work days shall be allowed only upon certificate of the employee's attending physician or practitioner, if requested by the District, that the illness or injury prevents the employee from working.
- e. An employee returning from any illness of more than five (5) consecutive school days, whether or not sick leave benefits have been paid, may be required to furnish a medical doctor's certificate of health prior to returning to work, in order to safeguard the health of students and fellow employees.
- f. Sick leave may be taken for your own illness, injury or health condition, including the need for medical diagnosis, care or treatment of your own illness, injury or health condition. This includes preventative medical care such as annual exams, screenings such as mammograms, colonoscopies, etc.
- g. Sick leave may be taken to care for a covered family member's illness, injury or health condition, including the need for medical diagnosis, care or treatment of your own illness, injury or health condition. This includes preventative medical care such as annual exams, screenings such as mammograms, colonoscopies, etc. Covered family members include your spouse, Oregon registered same-sex domestic partner, child, child of your Oregon registered same-sex domestic partner, parent, parent-in-law, parent of your Oregon registered same-sex domestic partner, grandparent, or grandchild.

- h. **OFLA reasons:** For any reason covered by the Oregon Family Leave Act (OFLA). This includes your own serious health condition (but not workers' compensation leave, unless you refuse a suitable offer of modified duty); a covered family member's serious health condition; parent leave (care for your newborn, recently adopted or newly placed foster child within 12 months of the date of birth or placement); "sick child" leave (under 18 or adult disabled dependent child who has an illness, injury or condition that is not a serious health condition but requires home care); or bereavement leave (limited to a maximum of two weeks per family member, per 12-month period, and must be taken within 60 days of learning of the death).
- i. **Domestic violence, harassment, sexual assault, or stalking:** Time off to address a situation in which you, your child (under 18 or adult disabled dependent), or someone for who you are a guardian is the victim of domestic violence, harassment that is criminal under Oregon state law, sexual assault, or stalking.
- j. **Public health emergency:** Closure of our business, or of your child's school or care provider due to a public health emergency; decision by a public health official or health care provider that the presence of you or your covered family member in the community would jeopardize the health of others; or when a law or regulation requires us to exclude you from the workplace for health reasons.
- k. **Pregnancy:** Normal pregnancy disability shall be defined as work disability caused by normal childbirth. Normal pregnancy disability shall be eligible for accumulated sick leave benefits.
- l. **Oregon Worker's Compensation Leave:** Any absence from work while temporarily disabled by reason of a compensable industrial accident or disease shall be counted as sick leave unless the employee elects in writing not to be so paid. Payment will be based on the difference between the employee's temporary disability benefits and his/her regular salary. The employee will be charged fractional sick leave to the nearest half hour, according to the fraction of his/her daily so paid.
- m. **Sick leave shall be granted and accounted for in accordance with state and federal laws. The District will comply with the provisions of the Oregon Family Leave Act (OFLA) and the Family Medical Leave Act (FMLA). In calculating OFLA and FMLA usage, the District will use a rolling backward year.**
- n. **OSEA Leave:** For those employees who have been employed for a twelve-month period but do not meet the required number of hours/days to be eligible for FMLA or OFLA, the District shall provide twelve (12) weeks of unpaid leave, district paid insurance (if eligible), and position protection provided the employee otherwise

meets the FMLA/OFLA definition of "serious health condition." The District may require employees to provide proof of the "serious health condition." The twelve (12) week unpaid leave shall not be in addition to other unpaid leave available within this article. Any accrued paid leave shall run concurrently with this twelve (12) week unpaid leave. **This leave is not granted in addition to OFLA/FMLA leave, but is only an option for employees who do not otherwise qualify for OFLA/FMLA.**

- o. Upon PERS eligible retirement, and not less than ten (10) consecutive years of employment with the District, the District will pay the retiree \$1.00 per hour of accumulated sick leave. The employee shall receive a lump sum payment upon retirement that may be subject to withholding of state and/or federal income taxes.
- p. Sick Leave Bank
  - 1. The sick leave bank is intended to provide employees with paid time in the event of a "serious health condition" that makes the employee unable to perform the functions of their position once they have used all accumulated paid time off. Participation in the Sick Leave Bank is voluntary.
  - 2. Serious Health Condition: Any illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continued treatment by a health care provider. This does not include elective surgery or medical procedures that can be postponed until recess periods unless ordered by a physician, or illnesses that are considered normal and routine such as colds, flu, etc.
  - 3. On even-numbered years, or following 120 days of continuous service, for those bargaining unit members who have joined the Sick Leave Bank, one (1) day of sick leave shall be transferred to the bank no later than the October payroll. The Department of Human Resources shall maintain a record of contributions and withdrawals from the sick leave bank. During July of each year a record of the prior fiscal year sick leave bank calculations will be given to the Union.
  - 4. Eligibility:
    - (a). Must be an employee covered by the terms of this Agreement
    - (b). Must have contributed to the sick leave bank during the current year to request a draw from the bank.
    - (c). Must first complete 120 days of continuous service with the District prior to joining and presenting a claim.

- (d). Sick leave bank time can be utilized only in cases of employee medical absences (as defined above) which involve an initial minimum of five (5) consecutive working days. Once the employee is absent from work for a period of five (5) consecutive working days, coverage will be effective as of the day that the employee has utilized all of their own accumulated paid time off. In cases involving a chronic recurring condition once the employee has met the initial qualification period they would be entitled ongoing pay from the sick leave bank with medical documentation of the continued condition.
  - (e). Employees must provide medical documentation from his/her treating physician indicating medical necessity to be away from work to the Director of Human Resources, who will approve or deny the request. This must contain at minimum the date of first treatment and date of projected availability to return to work.
  - (f). Maternity leave does not qualify an employee for leave from the sick leave bank; unless such maternity leave would qualify the employee for statutory sick child or sick pregnancy leave.
5. Employees will be eligible for up to twenty (20) days of sick leave bank days in any school year period.
2. **OREGON WORKERS COMPENSATION LEAVE:** Any absence from work while temporarily disabled by reason of a compensable industrial accident or disease shall be counted as sick leave unless the employee shall elect in writing not to be so paid. Payment will be based on the difference between the employee's temporary disability benefits and his/her regular salary. The employee will be charged fractional sick leave to the nearest half hour, according to the fraction of his/her daily salary so paid. All calculations are to be done on the employee's gross contracted wage. Such compensation shall not conflict with state law.
3. **PERSONAL LEAVE:** Each employee shall be granted three (3) days of personal leave annually.
- a. Personal leave shall be allowed up to three (3) days per school year, usable in not less than two (2) hour portions. The three (3) days shall not be deducted from sick leave and are not accumulative. The granting of such leave shall be subject to the following conditions:



- 1) The purpose of the three (3) day personal leave is to care for matters of a personal or business nature which cannot be done other than during school hours. Personal leave shall not be used as recreation or vacation leave, to extend a vacation period, for Union business, to serve as a litigant or witness against the District, or for personal illness if the employee has accrued sick leave.
- 2) Personal leave should be approved at least five (5) days in advance by the building administrator whenever such prior approval is feasible. Leaves for involuntary absences occasioned by personal business of an emergency nature should be applied for within five (5) days upon return to service. Leave requests shall be submitted on an approved form.
  - b. In requesting personal leave, the bargaining unit member need only state the nature of the matter to be taken care of (medical, family illness, discretionary,).
  - c. Unused personal leave is not cumulative from one fiscal year to the next, and is automatically cancelled upon termination of employment. The Director of Human Resources may grant additional personal days due to extraordinary circumstances. These additional days may be unpaid.
  - d. Newly-hired permanent employees will receive personal leave days on a prorated basis depending on their date of hire within the current school year. Employees hired between July 1 and the end of November will receive three (3) days of personal leave; those employees hired after November but before March 15 will receive two (2) days, and those employees hired between March 16 and June 30 will receive one (1) day. Each employee receiving prorated personal days during this period will be granted the entire (3) days of personal leave for all subsequent years of hire.
4. **JURY DUTY:** When an employee is required to appear in court for jury duty, his/her regular pay will continue. However, the employee shall have deducted from his/her pay an amount equal to the pay received from the court for serving as a jury person for each day he/she is absent from work. The foregoing does not include court reimbursement for expenses. The employee shall return to work if he/she is excused from jury duty and can reasonably be expected to return by mid-point of his/her regularly scheduled shift, but in no case will the employee have to serve jury duty and work for the District more than a combination of eight (8) hours in any one day, including travel time.
5. **COURT APPEARANCE LEAVE:** Leave with pay shall be granted when an employee is subpoenaed to appear in court for actions related to

school district matters in which the employee is a party, except when the employee is a litigant against the District.

6. **FAILURE TO RETURN FROM LEAVE:** Any employee who is granted a leave of absence with pay and who, for any reason, absent extraordinary circumstances fails to return to work at the expiration of said leave of absence, shall be considered to have resigned his/her position with the District, and his/her position shall be declared vacant, except and unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence to his/her supervisor that he/she is unable to work by reason of illness, physical disability, or other legitimate reason beyond his/her control.
7. **BEREAVEMENT LEAVE:** The District shall grant up to five (5) days of paid Bereavement Leave for the death of a member of the immediate family: Said leave shall commence upon request of the employee. Immediate family shall be interpreted to mean employee's mother, father, spouse, son, daughter, sister, brother, step sibling, step parent, domestic partner, mother-in-law, father-in-law, grandchildren, grandparent or individual who acted "in loco parentis."\*. In the event emergency conditions arise, an extension of this leave shall be determined upon individual circumstances by the Superintendent or designee.

Bereavement leave shall not be accumulated from year to year.

The District shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leave. The paid bereavement leave in this section shall run concurrently with leave under OFLA.

The definition of "family members" under OFLA is different than the definition of "immediate family" under this section. The additional leave provided under OFLA will only apply for family members defined under the law.

8. **UNION LEAVE:** Upon request, the District shall grant not to exceed twenty (20) days leave to the Union per calendar year for officers and/or elected delegates to attend Union functions, with only the cost of the substitute deducted, if one is required. Said leave shall be requested by the President of the Union to the Director of Human Resources one (1) week in advance, and shall not be granted for more than eight (8) persons at any one time. Leave taken without one (1) weeks notice shall be without pay. No said leave will be granted in excess of twenty (20) days per calendar year without prior consent of the District, and shall be without pay. Union officers and/or elected delegates shall notify their building administrator when such leave is requested.

**. B. UNPAID LEAVES OF ABSENCE: There is no automatic right to unpaid leave and approval is not a guarantee of future approval.**

1. **LEAVE OF ABSENCE:** Leaves of absence without pay not to exceed one (1) year may be granted upon approval of the Superintendent or designee. Requests for such leaves must be in writing. Such leave will not be approved for an employee for the purpose of accepting employment outside the service of the District unless such employment is outside the normal working hours of the employee.
  - a. For leaves of absence of four (4) months or less, the District will fill the employee's position on a temporary basis and upon the termination of the leave, the employee will be returned to their previous position.
  - b. For leaves of absence of more than four (4) months, the District does not assure the employee they will return to the previous position or that a position will be available at the end of the approved leave. The employee will be entitled to the first available position for which they are qualified. This does not apply to any position above the level of that held at the beginning of the leave. The employee shall have the right to reject an offered position if:
    - 1) The position is located more than twenty-five (25) miles from the previous location.
    - 2) The work day is more than two (2) hours less than that of the previous position.
    - 3) The pay for the position is more than twenty (20) cents per hour lower than that of the previous position.
2. **MATERNITY LEAVE:** A pregnant employee shall be granted maternity leave which will be unpaid unless otherwise stated. Maternity leave shall commence and terminate upon determination of the employee's attending physician, provided that upon return to work the employee must be able to perform all normal duties as prescribed by the supervisor. Maternity leave does not qualify an employee for the sick leave bank.
3. **MILITARY LEAVE:** Military leave with pay will be granted according to provisions of ORS 408.290. Active duty military leave employees who have been called to active military duty will be reinstated to the first available position for which they are qualified upon their return from duty.

Docked Pay Status – Employees should only be absent on approved leave. Employees who enter docked pay status may be subject to discipline, up to and including termination.

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\*\* In loco parentis" means in the place of a parent, having financial or day-to-day responsibility for the care of a child.  
A legal or biological relationship is not required.

For the Association:

Gale M. Barlow  
Albert T. Johns

For the District:

Abbie Simons

Date: 5-22-17

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 and designee. The insurance benefits shall be selected by OSEA Chapter 22.

1. Employees working full time shall receive 100% of the District's 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 percent (66%) of the above contribution.

~~Effective July 1, 2016, the District's contribution to insurance will be based on a composite rate on an insurance contribution from the District of \$1035 for the months of July, August and September, 2016.~~

~~Additionally, effective October 1, 2016, the District's contribution to insurance will be based on a tiered rate on an insurance contribution from the District of \$1035 for eight (8) hour employees for the 2016-2017 school year. Because the District is moving to tiered rates for billing based on family type, the District's contribution in the form of an insurance cap will be provided in a tiered format as well as noted below.~~

2. Effective July 1, 2017, the District will increase its insurance contribution by \$15 per employee per month and apply that increase proportionately to the 2016-2017 District Insurance Contributions using the same proportions used to establish the 2016-2017 District Insurance Contributions.

Effective July 1, 2018, the District will increase its insurance contribution by \$15 per employee per month and apply that increase proportionately to the 2017-2018 District Insurance Contributions using the same proportions used to establish the 2017-2018 District Insurance Contributions.

**2016-2017 District Insurance Contributions**

Employee Only	\$475.00
Employee/Spouse	\$1060.00
Employee/Children	\$885.00
Family	\$1420.00

If the State School Fund is increased by any amount over \$8.1 billion, the priority is restoring any potential cut days. Once all reduced days have been restored, and the State School Fund is increased to a minimum of \$8.4 billion by August 31, 2017 then for every \$100,000 in additional revenue to TRSD, over the \$8.4 billion, the district will increase the cap by \$10 per employee per month, up to \$50 per month. Any additional dollars applied to the District's Insurance Contribution will be distributed based on the Tiered Contribution Proportion.

3. Those employees who are married to other Three Rivers School District Employees will receive the tiered cap contribution from the District based on the number of hours worked for each employee.
4. For any bargaining unit employee who elects the District HSA plan, the District will contribute \$100 per month for full-time eight (8) hour employees or a pro-rated portion to insurance-eligible employees who have less hours.

\*\* The final language in the contract will reflect the specific District Insurance Contributions for the 2017-2018 and 2018-2019 school years.

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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.

For the Association:

Gale M. Barlow  
Alfred J. [Signature]

For the District:

Debbie Simon

Date:

5-22-17

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 2016-2017, 2017-2018, and 2018-2019 are included in Appendix A of the contract.

- 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.

The District and Union agree to revisit the longevity section of this article once the District has met the legal requirements to raise Oregon's minimum wage law.

- 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.

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Payday shall be by the 20th of the month; unless that day falls on a weekend; in which case, payday shall take place on the preceding Friday. Unless an employee separates from the District at the end of the school year through resignation, retirement or other personnel action; the remaining paychecks will continue throughout July and August unless otherwise requested in writing.

- G. 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.
- H. 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.)
- I. 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.
- J. 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.
- K. 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.
- L. **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.)



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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.

For the Association:

Sale M. Barlow  
[Signature]

Date: 5-22-17

For the District:

[Signature]

## ARTICLE 20 HEALTH AND SAFETY

It is agreed by the parties that the District shall maintain a safe and hostile free work environment and that the District shall take immediate corrective action to ensure the safety of all employees. Further, the District shall comply with all provisions of OR-OSHA and that Safety Committees function in accordance with OR-OSHA Administrative rules and that the Union shall appoint its' members to all safety committees.

Any employee, who is required to work in any hazardous situation, shall receive proper training for such duties and/or situations. Training and any associated costs including travel, lodging, per diem and overtime shall be paid for by the district in accordance with state or federal law.

If no safety equipment is available, and/or the employee or employees have not received performance training, that employee(s) shall not be required to perform said duties.

In the event any bargaining unit employee suffers an injury due to attack, assault, overt physical act of violence, or inappropriate physical contact by a student of the District, the employee shall not be required to work with that student until such time that the employee, Union representative should the employee request representation, and building principal administrator have met and conferred and reached a reasonable solution to the issue. An employee shall not be considered to be insubordinate if she/he refuses to follow an order that would endanger the health or safety of the student, employee, or any other person.

The Union and the District agree to share information related to incidents concerning employee injuries as part of the Labor Management Meeting Agenda process. Both parties will discuss concerns and issues at its regular Labor Management Meeting to ensure that the safety of staff, and specifically, those staff injuries caused by students, to determine what, if any, additional action may be necessary in order to make the safety of staff a priority.

Any incidents as described in the preceding sections shall be reported to the Safety Committee.

For the Association:

Mark M. Barlow  
Arthur T. Johnson

For the District:

John Simons

Date:

5-22-17

## ARTICLE 23 RETIRE/REHIRE EMPLOYEES

For employees who retire and upon notification to the District of an employee's intent to retire on a specific date, the employee or the District may request in writing that he/she be re-hired into his/her former position effective not more than five (5) working days from the date of separation by retirement. The District is not under any obligation to rehire any retiree. In the event both parties agree, a separation agreement shall be executed and shall include the following as part of the agreement:

1. The date of retirement including the position retiring from;
2. The effective date of re-hire;
3. That the employee may not work more than 1039 hours in a calendar year unless the statutory limit is increased;
4. If a letter of retirement is received by the District; a retire/rehire employee shall receive their regular hourly rate for six months following their retirement date. Should the employee wish to retire/rehire for more than six months, the employee will be placed at Step 1 of the Wage Schedule;
5. That the employee will remain in the bargaining unit and covered by all Articles therein with the exception of the Layoff and Recall Article, PERS, and Health Insurance should the employee work less than half time;
6. That this employment relationship shall not exceed one (1) school year in duration; except upon mutual agreement of the District and the Union. Absent mutual agreement the employee may be hired into a different vacated position for which he/she is qualified subject to the same limitations as above.

For the Association:

Gale M. Barlow  
Abdul J. Johnson

For the District:

Debbie Simons

Date:

5-22-17

**MEMORANDUM OF AGREEMENT**  
**Between**  
**The Oregon School Employees Association Chapter #22**  
**And**  
**The Three Rivers School District**  
**2017-2018**

**A. Intent of the parties:**

The District and Association both agree that it is cost effective to take steps to mitigate any additional expense due to increased PERS rates effective July 1, 2017.

**B. Terms:**

*Modification of Article 18 Section F:*

*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 an employee separates from the District at the end of the school year through resignation, retirement, or other personnel action; the remaining paychecks will continue throughout July and August unless otherwise requested in writing.*

**New Bridge staff are unaffected by this change. Staff not assigned to New Bridge will have two options for their summer pay.**



**1. Unless otherwise noted, classified staff members who are not 260-day employees will receive their three paychecks in June, either as a direct deposit or as a paper check; whichever is the usual and recurring method of payroll.**

**2. If a classified staff member chooses, they may notify the District in writing, that they would prefer to receive their checks per the contract language above. In this instance, those classified staff members who are on direct deposit, will receive their July and August checks as paper checks; available for pick up on the regular payday of the month; and if not picked up, the checks will be mailed.**


**Those classified staff members who indicate in writing this option will revert back to direct deposit beginning with September's payroll.**

All other provisions of the collective bargaining agreement that are unaffected by this change, remain as written.

**For the Association:**

**For the District:**

  
4-17-17

**ARTICLE 24**  
**TERM OF AGREEMENT**

- A. It is agreed that this successor agreement shall be effective from July 1, 2017 and expire on June 30, 2019.
- B. This Agreement shall automatically be renewed from year to year and shall be binding for additional periods of one year unless either the Board or the Union gives written notice to the other not later than February 28, 2019 of its desire to modify the Agreement for a successive term.
- C. **MODIFICATION:** This Agreement constitutes the full and complete Agreement between the parties. Each party agrees that it had the opportunity to negotiate over any legal subject of bargaining. Neither party shall be obligated to engage in any further negotiations unless specifically provided for within this Agreement or except by mutual agreement of the parties. No such negotiated agreement, if any, shall be binding unless ratified by the members of the parties to this Agreement and reduced to writing and executed by their authorized representatives.
- D. The parties recognize that revenue needed to fund the compensation provided by this agreement is contingent upon the state funding and distribution formula, plus other District revenues as allowed and provided for by law. The District agrees to budget annually the full amount necessary to fund this Agreement. In the event the District, through no fault of its own, is unable to meet the financial obligations set forth herein during the life of this Agreement, the parties may re-open this Agreement to negotiate wages and/or hours. It would be the goal of these negotiations to find creative solutions to revenue shortfalls prior to reducing wages or laying-off any bargaining unit member.
- E. Both parties will identify language articles that each party is interested in bargaining during successor bargaining no later than January 15, 2019. It is the intent of the parties to exchange proposals no later than January 31, 2019.

EXECUTION OF SIGNATURES

Executed this 25<sup>th</sup> day of May, 2016 in Murphy, Oregon, by the undersigned officers of the Three Rivers/Josephine County School Board on behalf of the Three Rivers/Josephine County School District, and by Chapter 22, Oregon School Employees Association (OSEA), on behalf of the Josephine County School District classified employees.

\_\_\_\_\_  
Gale Barlow; OSEA Chapter 22 President

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Ahrien T. Johnson; OSEA Field Representative

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Debbie Simons; Director of Human Resources

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Danny York; TRSD Board of Directors Chair

\_\_\_\_\_  
DATE