



SCHOOL BOARD MEETING REPORT

Board Meeting Date: 11/18/2014

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 am recommending that the Board approve the attached OSEA (Oregon School Employees Association) contract for the 2014 - 2017 school years provided that the agreement is ratified by OSEA and the local membership prior to the regular Board meeting. The financial terms of the agreement include holding the insurance cap to \$950, and a 2% increase retroactive to July 1, 2014. The contract contains a financial reopener on the financial terms of the contract once the Oregon Legislature allocates funding for the 2015-2017 biennium. The cost of this contract is approximately \$127,932 to the General Fund beyond what was budgeted for staffing costs for this school year.

Provide history/background information on your proposal.

As the board knows, this is the first school year since 2008 that the board has been able to offer students a full school year; and subsequently for staff, a full contract. Classified staff are hourly employees; and many are not full time employees. Since 2008, classified staff members have been reduced days, step increases have been frozen; and staff across all employee groups have had reductions. This contract not only represents a full length contract; but a modest cost of living increase as well.

List the advantages of your proposal:

This is a comparable salary settlement with the classified group in the District, as well as other groups in Southern Oregon, although insurance caps remain some of the lowest in the area. With approval of this agreement, we can begin the process of finalizing rates of pay for this school year. Employees will know the status of their contract; removing any unknowns until we return to the bargaining table.

List possible disadvantages of your proposal:

It is going to take significant staff time from both the Business Office and Human Resources to make the individual adjustments at a time when not only is it short payroll months with the holidays; and the District has a new payroll person who has been on the job about two weeks. Each adjustment has to be done person by person rather than a "global" change.

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

Delay the vote - causes uncertainty with staff affecting morale throughout the District (provided OSEA ratifies at the local level.)

Superintendent's recommendation(s):

Approve: Yes No

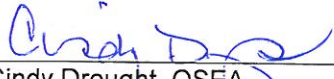
District Proposal
June 11, 2014
4:30p.m.

Tentative Agreement

PREAMBLE

- A. This Agreement is entered into between the Board of Education on behalf of the Three Rivers/Josephine County School District, herein referred to as the "Board" or "District," and Chapter 22 of the Oregon School Employees Association, herein referred to as the "Union."
- 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.

Tentative agreement June 23, 2014:



Cindy Drought, OSEA




Debbie Breckner, TRSD

ARTICLE 1 RECOGNITION

- A. The District recognizes Chapter 22 of the Oregon School Employees Association, an affiliate of Oregon School Employees Association (OSEA), as the exclusive bargaining representative for all regular full-time and regular part-time classified employees employed by the District in the job classifications with rates of pay set forth in Appendix A. Further, it is recognized that all managerial, academically licensed employees, supervisors, confidential employees, substitutes, and/or temporary employees are specifically excluded from the bargaining unit.
- B. Definitions of excluded employees:
1. Managerial employee means an employee of the District who possesses authority to formulate and carry out management decisions or who represents management's interest by taking or effectively recommending discretionary actions that control or implement employer policy, and who has discretion in the performance of these management responsibilities beyond the routine discharge of duties.
 2. Academically licensed employees are employees such as teachers or other professional employees who must maintain licensure through the TSPC or other professional organization as a condition of continued employment.
 3. Supervisor means any individual employee having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.
 4. Confidential employees are those employees whose job duties require that they work directly with administrators and/or school board members in areas related to the collective bargaining process and would be in attendance at such times when meetings occur to assist the management of the District in preparation for collective bargaining.
 5. Substitutes are employees who have no regular schedule of hours or reasonable expectation of any number of hours or days to be worked during any given year. Substitutes may be used to replace a bargaining unit employee on a short-term basis when that bargaining unit employee is unable to work.
 6. Temporary employees are those employees hired to perform a specific job of short duration not to exceed one hundred twenty (120) consecutive calendar days.

Tentative agreement June 23, 2014:


Cindy Drought, OSEA


Debbie Breckner, TRSD


District Proposal
June 11, 2014
4:30p.m.

Tentative Agreement

ARTICLE 2 DUES DEDUCTION/FAIR SHARE AGREEMENT

The District agrees to deduct an amount equal to the dues of the Union from the monthly pay of each OSEA member in the bargaining unit. Such dues shall be transmitted to the Union within thirty (30) days. Non-union members shall have an amount equal to the Union dues deducted as fair share fee payments and remitted to the Union as above unless their objection is in accordance with ORS 243.666. In this event the fair share fee shall be deducted and donated monthly to a non-religious charity agreed upon by the employee and the Association.

Tentative agreement June 23, 2014:



Cindy Drought, OSEA



Debbie Breckner, TRSD


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ARTICLE 3 NO DISCRIMINATION

Employees shall not be discriminated against by the Board or the Association because of membership in any protected class under state and federal law including, but not limited to disability, age, race, religion, sex, sexual orientation, marital or domestic partnership status, political affiliation or involvement, national origin, membership or non-membership in the Association or because of their exercise or other rights under this Agreement. All references to employees in this Agreement designate both sexes. This Article is not subject to the provisions of the grievance procedure.

Tentative agreement June 23, 2014:



Cindy Drought, OSEA



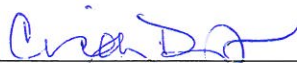
Debbie Breckner, TRSD

ARTICLE 4 MANAGEMENT RIGHTS

- A. The Board, hereby retains and reserves unto itself or its designated administrative officers all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. To hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion or layoff; and to promote and transfer any such employee;
 3. To determine work schedules and hours of work, and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment;
 4. To determine standards of performance and specific and general responsibilities, and performance objectives as reflected in the District job descriptions which will be revised and updated, as needed, by a committee of three (3) Union representatives, and three (3) District representatives, and to evaluate each individual employee's compliance, achievement, and fulfillment of such;
 5. To determine location of the schools and other facilities of the school district, including the right to establish new facilities and to relocate or close other facilities; and the determination of the layout and the equipment to be used and the right to plan, direct and control school activities;
 6. To relieve employees from duty according to provisions of State Law and this Agreement;
 7. The Board reserves the right to create, combine or eliminate any bargaining unit positions as in its judgment is deemed necessary. The Board shall notify the Union of any bargaining unit positions which it plans to create and combine prior to the implementation of said plan and to negotiate the rate of pay for the bargaining unit positions. The Board further agrees to notify the Union of all bargaining unit positions which it plans to eliminate.
- B. The District agrees that for the life of this Agreement it shall not contract out any bargaining unit work except to the extent that specialized contractors may be utilized to perform work requiring state or federal licensure for which no bargaining unit employee possesses, or in accordance with the provisions of Section 5 above.
- C. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retaining all functions and rights to act.

- D. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement and then only to the extent such specifics and expressed terms hereof are in conformance with the constitution and laws of the State of Oregon and of the United States.

Tentative agreement June 23, 2014:



Cindy Drought, OSEA




Debbie Breckner, TRSD

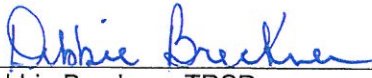
Tentative Agreement

ARTICLE 5 NO STRIKE—NO LOCK OUT

- A. The Union, its officers, agents and any of the employees covered by this Agreement will not engage in any unlawful primary picket line against the District or its facilities, or participate in any strike, work stoppage, slow-downs, mass resignations, willful absence from one's position, the stoppage of work or restrictions from work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. The Union, its officers, agents and any of the employees covered by this Agreement shall not be prohibited from showing union solidarity by displaying items on their person or on bulletin boards designated for union use that are not derogatory to the District. Such displays shall not disrupt District operations, nor shall students and/or parents be enlisted to participate in such activities.
- B. In the event that any employee or employees in the bargaining unit violate paragraph "A" above, the District shall serve notice to the Union and the employee or employees of the violation. The Union, upon notification, shall immediately notify any and all such employees individually, to cease and desist from such action, shall order each employee immediately to return to that employee's regular duties, and promptly notify the District the employees have been so ordered. Employees not returning promptly to work after notice may be discharged or otherwise disciplined.
- C. The District agrees that the employees within the bargaining unit shall not be locked out from performing their duties within the District during the life of this Agreement.

Tentative agreement June 23, 2014:


Cindy Drought, OSEA


Debbie Breckner, TRSD

ARTICLE 6 UNION RIGHTS

- A. **INFORMATION:** Upon request, the District agrees to furnish to the Union available information necessary for its functioning as exclusive bargaining representative. The Union shall pay the reasonable cost of any necessary reproduction.
- B. **BULLETIN BOARD SPACE:** Upon request, the District agrees to provide the Union with reasonable space on existing bulletin boards in each school building or other District buildings.
- C. **MAIL FACILITIES AND MAILBOXES:** The Union is permitted reasonable use of the District's interschool mail facilities and school mailboxes. District practice as to size of transported material shall apply to Union materials.
- D. **EXCLUSIVE RIGHTS:** The rights of the Union as set forth in this Agreement shall be granted only to the Union as the exclusive representative of classified employees and to no other classified employee organizations.
- E. **USE OF SCHOOL EQUIPMENT:** The Union shall have the right to use school equipment as approved and designated by the building principal or supervisor, at reasonable times, when such equipment is not otherwise in use and provided said equipment is not reserved for specific school purposes. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.
- If bargaining unit members use the District computers or email systems for Union business, they are to adhere to the District's acceptable use policy. In addition, the Union indemnifies the District against any legal action resulting from the Union's use, such as actions for libel, slander, etc.
- F. The Union and the District agree to split the cost of providing sufficient copies of this Agreement to classified employees across the District, plus fifty (50) copies for the District. The District will publish the copies.
- G. Employees who work during Union meetings may take time off to attend those meetings provided it does not interfere with school activities, and provided they make up the time later.
- H. A representative of the Union shall have the opportunity to make brief announcements to classified employees at any time they are assembled by the District.
- I. **RELEASE TIME:** Leave shall be granted for Union representatives, without loss of pay, 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.
- J. **STAFF DEVELOPMENT:** Staff development is defined in this Article as the mutual agreement between the parties to enhance OSEA Chapter 22 classified employee job skills, and professional growth to the benefit of the parties, and Three Rivers/Josephine County School District students. Temporary employees are not eligible for these funds.

1. The District will allocate \$3,500.00 annually for the purpose of classified employee staff development.
 2. The Director of Human Resources and local OSEA President shall determine eligibility requirements and procedures for application. Consideration of applications shall be based on the relevancy of the training to the classified employee's assignment, the potential value to the District, and the distribution of funds district-wide. Note: This fund is not intended for use as a tuition reimbursement fund for "credit" courses. However, a training experience that would otherwise be approved will not be disapproved simply because a classified employee would receive credit for the class.
- K. All District required training will be compensated in accordance with their current hourly wage, mileage, and expenses per the terms of this collective bargaining agreement and requirements of state and federal law.

Tentative agreement June 23, 2014:



Cindy Drought, OSEA



Debbie Breckner, TRSD

ARTICLE 7 DISCIPLINE AND DISCHARGE

The District may suspend, demote, terminate, or otherwise discipline post-probationary employees for just cause. The parties agree that the general principals of progressive discipline are to be used when considering disciplinary action. ~~To that end, the District will develop, in conjunction with the Union, an employee/supervisor disciplinary training manual titled, *Classified Progressive Discipline Manual*. The District agrees to follow the procedural steps of due process and further agrees not to modify the manual without first negotiating the proposed changes with the Union. It is agreed that adherence to the manual shall not be technically construed and no alleged error or unfairness in the application of the procedures shall cause overturning of a dismissal or other disciplinary action unless the employee suffered substantial impairment in their ability to comply with school district standards. Furthermore, this language shall be considered experimental and shall automatically expire at the end of this contract and be replaced with the contract language in effect during the 2008-2011 contract unless both parties agree to continue this language or negotiate new language.~~

- A. **WRITTEN NOTICE TO APPEAR:** Whenever any classified employee is required to appear before the Superintendent or designee concerning any matter which would be made a matter of record and could adversely affect the continuation of the employee in his/her office, position or employment, or the wages or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union or legal counsel present to advise him/her and represent him/her during such meeting or interview. Prior to the imposition of any discipline, the Union shall have full rights to complete discovery of evidence and any information, witness names and statements used by the District as the basis for discipline.
- B. **PERFORMANCE PLAN:** In the event of unsatisfactory performance, the following procedure will be followed:

The supervisor shall conduct a conference with the employee and the Union representative. The employee will be informed of:

1. The deficiencies noted in their performance.
 - a. Suggestions on how the employee can improve.
 - b. The specified number of days given to correct the deficiencies.
2. Possible consequences for failure to improve the deficiencies.
3. If the employee is placed on a formal Plan of Improvement, it shall be for no less than four (4) consecutive workweeks and shall specify assistance the District will offer and set forth a schedule of meeting dates to evaluate

progress and address any further needs for assistance. Extensions to the Plan of Improvement may be mutually agreed to by the parties. Failure to successfully complete a plan of improvement may lead to adverse personnel action including involuntary transfer, assignment to a different position, or termination for non-conduct related performance.

C. **MISCONDUCT:** Non-probationary bargaining unit employees shall not be disciplined or discharged without just cause. The following are examples of (but not limited to) causes for discipline and/or discharge:

1. Failure to fulfill his/her responsibility as an employee.
2. Improper contact with a student.
3. Conduct which is a hindrance to the effective performance of District functions.
4. Theft.
5. Use of or being under the influence of alcohol or controlled substances.
6. Insubordination.
7. Conviction of a crime including distribution, sale or possession of alcohol or illegal drugs, being under the influence of same, or illegal conduct with relation to minors.

Discipline or discharge for just cause is limited to the following:

- 1.Oral reprimand
- 2.Written reprimand
- 3.Demotion
- 4.Suspension
- 5.Dismissal

If a department head or other supervisor has reason to discipline an employee, he/she shall make all possible efforts to impose such discipline in a manner that will not embarrass or humiliate the employee.

In the event the District determines the nature of the misconduct is so severe as to warrant immediate suspension, the District will suspend the employee with pay pending an investigation into possible misconduct. Ordinarily the District shall complete its investigation within fifteen (15) working days and a determination made regarding any disciplinary action. Disciplinary action involving suspension without pay, demotion or termination shall become effective on the date of formal notification from the Superintendent or designee.

Any disciplinary action imposed upon an employee, may be grieved only through the grievance procedure in this Agreement.

- D. **DRUG TESTING:** The parties recognize the importance to the District, to bargaining unit employees and to the students and patrons of the Three Rivers School District that the workforce remains free of the effects of illegal drugs or controlled substances on the job. The District has the right to conduct drug testing under the following circumstances:

The District may require an employee to submit to drug testing if there is a reasonable suspicion¹ to believe that the employee may be under the influence of alcohol, illegal or controlled substances. Only supervisors or managers trained in detecting the signs and symptoms of drug use and/or the misuse of alcohol, illegal, and controlled substances may determine if reasonable suspicion exists. A written record of the observations leading to a reasonable suspicion test must be made and within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier. Testing may only be done at a laboratory accredited by the State of Oregon or the U.S. Department of Health and Human Services. All tests shall be split sample tests. Strict chain of evidence procedures shall be utilized. The employee shall be transported to the laboratory by the supervisor or manager of the District who determined that reasonable suspicion existed. The employee shall have the right to be accompanied by a Union representative and no questioning of the employee shall be permitted. Refusal to submit to testing shall be considered the equivalent of a confirmed positive test result.

An employee's first confirmed positive test may be cause for discipline but shall not be cause for termination, provided the employee agrees to participate in a treatment program as recommended by the employee's medical practitioner, successfully completes such program as well as any recommended follow-up, which may include a requirement of random testing, and provides whatever authorization is necessary to permit the District to verify compliance with the above. The employee is responsible for the costs of the treatment program if the cost of the program is not covered by the employee's health insurance. Said employee must submit to a fitness for duty exam before returning to work.

The Director of Human Resources will be the recipient of all results. The District will receive pass or fail results only. Employees who wish to challenge the accuracy of a positive result on the drug test may request that the test be repeated. The original specimen will be utilized for retesting. Requests for retesting must be submitted in writing to the Human Resources office within two (2) working days of notification of a positive test result. Use of a Medical Review Officer (MRO) who is a licensed Physician in Oregon will validate sample results. If the drug testing inadvertently reveals that the employee may be taking medication for the treatment of a disability, this information will not be used by the District in a discriminatory manner and shall be subject to medical record keeping requirements.

An employee's second positive test result may be grounds for discipline up to

discharge.

The District has a right to test employees pursuant to regulations issued by the Department of Transportation.

- E. **SUPERVISOR TRAINING:** The District will continue to provide classified ~~department heads and~~ management supervisors with supervisory training through the programs sponsored by the District, Bureau of Labor and Industries (BOLI), OSEA and or other agencies.

¹Reasonable Suspicion. A particularized and objective basis, supported by specific and articulable facts, for suspecting a person of criminal activity.

Tentative agreement November 10, 2014:


Cindy Drought, OSEA


Debbie Breckner, TRSD

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. **STEWARD:** 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.
 - i. Grievances and decisions shall be in writing and filed within the time limits specified below unless such limits are extended by mutual consent.
 - ii. 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.
 - iii. 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

Tentative Agreement
June 23, 2014


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.

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.

Tentative Agreement November 10, 2014



Cindy Drought, OSEA



Debbie Breckner, TRSD

ARTICLE 9 PERSONNEL RECORDS

- A. The official personnel records for each classified employee shall be maintained in the District's Central Office. Such records shall include, but not be limited to:
1. Evaluation of the employee's work.
 2. Any records of disciplinary action.

Such personnel records shall not contain any information of a derogatory nature which does not bear the employee's signature or initials indicating that the employee has been shown the material or a statement by the supervisor that the employee has been shown the material and has refused to sign or initial such material.

- B. An employee shall have the right to attach a written statement of explanation to any material which the employee believes to be incorrect or derogatory.
- C. Each classified employee shall have the right, upon request, to review the contents of his or her personnel file at the district office. A representative of the Union may, at the employee's request, accompany the employee in this review. A Union representative may, with written permission from the employee, review a personnel file of an employee. All other personnel record inspection will be according to Three Rivers School District Board Policy.
- D. Informal contents of a building working file such as summaries of conversation or letters of expectation that have not generated formal disciplinary action in the official personnel file kept at the district office shall be considered temporary and shall be removed upon request of the employee provided such conduct has not occurred within the preceding three (3) years.

Tentatively agreed to this 27th day of October, 2014.

Debbie Brechner
For the District

Shale M. Barber
For OSEA

Page 1

ARTICLE 10 WORK TIME

- A. **WORK WEEK:** The standard work week in Three Rivers/Josephine County School District commences at 12:01 a.m. Sunday and concludes at 12:00 midnight Saturday. The work time for regular full-time employees shall consist of forty (40) hours of work during this standard work week.
- B. **WORK DAY:** The standard work day for a regular full-time employee shall consist of eight (8) hours of work, excluding lunch period. For a regular part-time employee (less than eight hours) the work day shall consist of the number of daily hours established for the particular job he/she fills.
- C. **CALL IN REQUIREMENT:** Any bargaining unit member whose shift begins at 12:00 noon or thereafter will provide at least four hours prior notice to his/her supervisor of such absence and the reasons therefore.
- D. **LUNCH PERIODS:** Employees who work six (6) or more hours a day shall have scheduled an uninterrupted lunch period of one-half ($\frac{1}{2}$) hour, and such lunch period shall not be credited as time worked for any purpose, and shall not be paid time. The lunch period shall be scheduled by the supervisor as nearly as is practicable to mid-shift.
- Regular part-time employees may have lunch periods scheduled as is practicable and prudent, of not less than one-half ($\frac{1}{2}$) hour duration, upon agreement between the employee and supervisor.
- E. **BREAKS:** Each employee shall be eligible for a fifteen (15) minute break during each work shift of four (4) continuous hours, normally between one and one-half ($1\frac{1}{2}$) and two and one-half ($2\frac{1}{2}$) hours after the start of the shift. Breaks shall be scheduled by the supervisor. Except in an emergency, any employee who is scheduled to work four (4) or more hours in one (1) day shall receive fifteen (15) minutes of paid break time during the four (4) hours. Except in an emergency, any employee who works eight (8) or more hours in one (1) day shall receive thirty (30) minutes of paid break time during the eight (8) hours. Employees who are scheduled for less than four (4) hours may be scheduled for breaks at the discretion of the supervisor.
- F. **REPORTING TIME:** Each employee shall report for work on time at the beginning of his/her work day as established by the supervisor, unless notified otherwise prior to that employee's reporting to work. Regular employees reporting to work, but not put to work, shall receive two (2) hours pay unless notified prior to the reporting time that their services are not required.

G. OVERTIME:

1. Employees shall be compensated at the rate of time and one-half (1½), in the form of pay or compensatory time off, at the discretion of the employee for overtime work in excess of eight (8) hours per day or forty (40) hours in any designated workweek. For the purpose of computing overtime, all time for which an employee is compensated, including paid leave, shall be credited as time worked. The District will not pay overtime and double-time for the same hours worked.
2. Overtime shall be computed to the nearest quarter hour. Overtime pay shall be based on the actual number of hours on duty, except in the case of call back time.
3. In the event that sufficient acceptable personnel do not voluntarily accept overtime, additional personnel, as deemed necessary by the District, shall be required to work overtime.
4. Overtime is to be approved by the supervisor in advance. In the event of an emergency, approval may be given after the fact
5. Wastewater Treatment Operators who inspect facilities on the weekends will receive two (2) hours of overtime each weekend day. If a problem occurs requiring more than two (2) hours of work on one or both of those days, the Operator shall contact the Director of Maintenance ~~or the Director of Fiscal Operations~~ prior to performing the additional work. Overtime payment or compensatory time will be paid at time and one-half (1½) for actual hours worked, once the criteria in #1 above are met.

H. COMPENSATORY TIME:

1. Compensatory time off must be taken within twelve (12) months from the time it is earned. If the District is unable to schedule such compensatory time off within the period, the employee shall be paid upon request in his/her regular pay period. When comp time is earned as overtime, it will be compensated at the rate of time and one-half (1½).
2. Accrual and use of compensatory time are to be approved by the supervisor in advance. In the event of an emergency, approval to accrue compensatory time may be given after the fact.
3. Employees must be permitted to use accrued comp time within a reasonable period after requesting time off, unless it would unduly disrupt the operations of the District.
4. If employees have not been able to use their accrued comp time by the end of the school year, they will have that time paid by the District at their current rate of pay in their last payroll check of the fiscal year, unless prior arrangements have been made to accrue the time.
5. An employee may accrue up to a maximum of forty (40) hours comp time. Upon separation of employment, all unused compensatory time shall be paid to the employee at their current rate of pay.

I. **EXTRA DUTY COMPENSATION:**

1. The parties agree that the following conditions will be applied to the hiring and paying of classified employees who work at athletic and/or extra-curricular functions. Examples of assignments include but are not limited to ticket takers, gatekeepers, scorekeepers, running game clocks, student supervision, security, dance chaperones, etc.
 - a. Classified employees do not qualify for overtime pay when working such assignments as described above, because these assignments are considered occasional or sporadic, and are in a different capacity, as defined by the Fair Labor Standards Act.
 - b. Classified employees hired for such assignments as described above shall be paid the same hourly rate as published annually on the District's Extra Duty Salary Schedule (see Appendix B). In no case will classified employees be paid less than other employees for these same duties.
2. Extra Duty coaching assignments will be offered to both licensed and classified employees.
 - a. Coaching assignments should not regularly interfere with an employee's regular work duties.
 - b. Coaching assignments are routine in nature and are, therefore, subject to overtime which is defined as work in excess of forty (40) hours in any designated work week, including holiday time.
 - c. ~~The rate of pay for Extra Duty coaching assignments shall be negotiated between the District and the Union based on applicable wage and hour laws.~~ The hourly rate of pay for classified extra-curricular coaching or extra duty assignments shall be determined based on the current Oregon Minimum Wage. In no case will classified employees be paid less total salary than other employees for these same duties.

J. **CALL-BACK TIME:** Employees called back to work shall receive overtime pay with a guaranteed minimum of two (2) hours at time and one-half (1½) for the work for which they are called back. This provision applies only when call-back results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This provision does not apply to scheduled overtime, call-in times annexed to the beginning of the work shift, or holdover times annexed to the end of the work shift or work day.

K. **SCHOOL CLOSURE DAYS:** Regular employees reporting to work, but not put to work, shall receive two (2) hours pay at the employee's regular rate of pay unless notified prior to the reporting time that their services are not required. 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). In the event of school closure due to inclement weather or other emergency, all 260-day staff are required to report to work when safe to do so. If unable to do so, 260-day staff may use personal or vacation leave if available.

If the District determines schools are to be closed due to inclement weather, acts of God, fuel shortage, or other circumstances beyond the District's control, and District personnel are instructed not to report, classified employees will be paid their normal rate for the first three days of closure. It is understood that the District reserves the right to reschedule the closure days requiring all District personnel to make up the closure day. If the District reschedules employee makeup days, classified employees will work their regular shifts on employee makeup days without pay for the designated trade day(s). Failure to work on makeup days will result in a pay dock for the period not worked.

In the event of a two-hour delay, provided notice provisions were met, all classified employees will report to work two hours after their normally scheduled work time with the exception of:

Maintenance Staff
District Office Staff
Office Managers
Head Custodians
Other staff designated by the building principal by October 31st.

The above designated staff should report at their regularly scheduled time, unless it is not safe. Staff required to work should report to work when it is safe to travel.

Note: Newbridge and Kairos staff will follow the school closure of Grants Pass School District No. 7.

L. EDUCATIONAL ASSISTANT CLERICAL TIME: Upon request, educational assistants assigned to the elementary schools shall be granted up to 15 minutes clerical time per week within their regularly assigned hours at the discretion of their building administrator in order to review and/or organize material for working with small groups of students. This time may be scheduled either in one block or scheduled sporadically throughout the week. An educational assistant who feels the time granted is not adequate, shall contact his or her building principal to review the circumstances. This process is considered a trial period and will be reconsidered under re-opener bargaining in 2015-2016.

Agreed to this 3rd day of November, 2014.

Debbie Breckner
Three Rivers School District

Mal M. Bal
Oregon School Employees Assoc.

ARTICLE 11 SENIORITY, LAYOFF AND RECALL

- A. **SENIORITY:** Seniority is defined as the continuous length of service with the District. Seniority shall not accrue when an employee is on an approved leave of absence without pay for personal reasons.
1. **A REGULAR FULL-TIME EMPLOYEE** is a seniority employee who is scheduled to work eight (8) hours per day and forty (40) hours per week.
 2. **A REGULAR PART-TIME EMPLOYEE** is a seniority employee who is scheduled to work less than eight (8) hours per day and/or less than forty (40) hours per week.
 3. **A SUBSTITUTE EMPLOYEE** is an irregular employee temporarily replacing a regular employee during an absence.
 4. **TEMPORARY EMPLOYEES** are defined as those irregular employees hired for a specific period of time not to exceed the equivalent of four (4) consecutive months and those hired for a specific purpose or function the completion of which will be by the end of the fiscal year.
 5. **PROBATIONARY EMPLOYEES** are full-time and part-time employees who have not achieved regular status.
 6. **CLASSIFICATION** is a grouping of job titles.
 7. **JOB TITLE** is a grouping of like positions. EXAMPLE: All Custodian's.
 8. **POSITION** is a specific job assignment at a specific location.
 9. In the case of a temporary employee achieving permanent status in a temporary position, the seniority date shall be based on the employee's length of continuous service (excluding a break in service of no more than two (2) work days for illness or family emergency within the four (4) consecutive months) with the District from his/her last date of hire in the position in which the employee is achieving permanent status.
- B. **SUSPENSION OF SENIORITY:** Seniority shall be retained but shall not continue to accrue during authorized leaves of absence without pay.
- C. **ACCRUAL OF SENIORITY:** All authorized leaves with pay shall be considered as continuous employment for purposes of computing seniority.
- D. **ELIMINATION OF POSITION**
1. Elimination of a position, or reduction of over two (2) hours of an employee with seniority, shall result in the following options being available to such employee:

- a. The affected employee may use his/her seniority to replace an employee with the least seniority in their job title, OR
 - b. The affected employee may use his/her seniority to replace an employee with the least seniority in an equal or lower paying job title within their classification, OR
 - c. The affected employee may apply for other vacant positions within the District in accordance with provisions of Article 13, Vacancies.
 - d. If such elimination of a position results in travel of twenty-five (25) or more miles from the previous position, the affected employee may opt for layoff.
 - e. Any employee with one (1) year of seniority who has his/her work schedule reduced will not have their hourly wage reduced if they are laid off to a lower position.
 - f. If one of the above options is not chosen, the employee shall be laid off.
2. The process shall be repeated until the least senior employee in the lowest job title affected is eliminated.
 3. No regular employee shall be eliminated from a job title until all probationary, substitute, and temporary employees in the classification and job title have been terminated, except as stated in four (4.) below.
 4. The District reserves the right to retain or recall out of order of seniority for those positions which are to be mutually defined by both parties.
 5. If an employee is cut two (2) hours or less, and those hours are reinstated at that site at a later date, then the employee who originally held those hours would have first right of refusal.

E. LAYOFF

1. Layoff shall be by seniority.
2. The least senior employee in a job title affected shall be laid off first. The laid off employee may use his/her seniority to replace any employee with less seniority in an equal or lower paying job title within their classification. If the laid off employee has accrued seniority based upon successful experience in another job classification, they may elect to replace any employee with less seniority in an equal or lower paying job title within that classification.
3. The reduction process shall be repeated until the least senior employee in the lowest job title affected is laid off.
4. No regular employee shall be laid off in a classification or job title until all probationary, substitute and temporary employees in the job title have been laid off except as stated in six (6.) below.

5. No new employees shall be hired into a job title from which regular employees are laid off, or where regular employees have their hours reduced by over two (2) hours and for which they remain qualified for recall. The intent of this subparagraph is to encourage the District to make every effort to reinstate lost hours to employees who are laid off or who have had their hours reduced by over two (2) hours.
6. The District reserves the right to retain or recall out of order of seniority for those positions which are to be mutually defined by both parties.

F. NOTIFICATION

1. If the District is contemplating lay off or the reduction of over two (2) hours of any classified employee(s), it will notify the Union through the Chapter President and copy to the Field Representative of the potential adversely affected employees not less than one month before the subject matter is scheduled for formal board discussion. Such notice will be in writing and will include the specified positions to be affected, the proposed time schedule, and the reasons for the proposed action.
2. The District shall notify the affected employee in writing at least ten (10) days prior to lay off or position elimination, by hand delivery or by certified letter sent to the employee at his/her last known address as furnished to the District by the employee.

In all cases of job elimination, layoff and recall, employees must meet District standards of qualification and capability as defined in Article 2, A) (4).

G. RECALL

1. Recall shall be in inverse order of layoff except for an employee who has exercised seniority when laid off may remain in the position selected provided such decision does not bar another employee with lesser seniority from employment. A laid-off employee may also limit his/her recall to a position within twenty-five (25) miles of his/her previous position and within two (2) hours of their previous workday.
2. Recall from layoff shall be by certified letter. It shall be the employee's responsibility to maintain an address with the District. The employee has the responsibility to keep the Department of Human Resources office informed if he/she is going to be gone from this address for a period exceeding five (5) working days. Employees recalled to a position must accept the recall within five (5) District business days of being notified. Failure to accept recall will result in an employee being removed from the recall list. The District may use any other means to return an employee

sooner.

- H. Seniority and the employment relationship shall be broken or terminated if an employee:
1. Quits;
 2. Is discharged for just cause, unless the employee's discharge is overturned and the employee is reinstated;
 3. Is absent from work for three (3) consecutive working days without notification to the District except in extraordinary situations;
 4. Is laid off and fails to report to work within ten (10) days after receiving written notice of recall unless reasonable excuse is provided to the District;
 5. Is laid off from work for any reason for twenty-seven (27) months, or for a period of time equal to his/her seniority, whichever is shorter;
 6. Fails to report to work at the termination of a leave of absence;
 7. If, while on a leave of absence, for any personal reasons, accepts other employment without permission, or
 8. If the employee retires.

Tentative Agreement November 10, 2014


Cindy Drought, OSEA


Debbie Breckner, TRSD

ARTICLE 12 EMPLOYEE PROBATION


- A. **PROBATIONARY PERIOD:** The probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve operations by observing a new employee's work, training, aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

Every new employee hired into the District shall serve a probationary period of ninety (90) calendar days, after which he/she shall be considered a regular employee and granted seniority to the last date of hire.

1. Substitute, temporary, and state or federally-funded employees who have worked for the District on a continuous basis, will have that period of time considered towards seniority as part of the probationary period in the event they are retained as regular employees of the District.
2. The Union recognizes the right of the District to terminate probationary employees for any reason, and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classifications, and the assignment of on-the-job training and cross-training in other classifications. It is further provided that the District may assign probationary employees to educational courses and training programs, including on their off-duty time; the District to pay the cost of tuition, fees and books. Termination of a probationary employee shall not be subject to the grievance procedure.

- B. **PROMOTIONAL TRIAL PERIOD:** Regular employees promoted into a higher classification shall serve a promotional trial period of two (2) full months. The Union also recognizes the right of the District to return an employee on promotional trial status to his/her previous position. Additionally, the employee may voluntarily return to his/her previous position within the first month of the two (2) month trial period.

Tentative agreement June 23, 2014:


Cindy Drought, OSEA


Debbie Breckner, TRSD

ARTICLE 13 VACANCIES

- A. **POSTING PROCESS:** If a vacancy occurs in the bargaining unit which the District desires to fill, the following process shall be implemented:
1. The vacancy notice with minimum specifications shall be posted in-house in each school for six (6) working days.
 2. A copy of the posting shall be posted electronically utilizing the District's posting system, ~~on the District's intranet network, currently TRSDnet.~~
 3. Job descriptions shall be given to the Union President and made available at each work site. Current work load requirements are at full capacity, and therefore only reasonable work assignments per the employee's job description will be assigned.
 4. Employees in the bargaining unit desiring consideration for the vacant position shall submit Transfer Request Form 215 and all required paperwork to the Department of Human Resources.
- B. **SELECTION:** The District shall screen the requests and give first consideration to employees in the bargaining unit who have filed the appropriate form, as set forth by Item 4 above, provided the employees are capable and qualified to perform the required duties. The following process shall be implemented:
1. Employees selected for interview shall be considered on the basis of
1) Skill and ability, 2) work history, and 3) knowledge.
 2. The District shall be the judge of an employee's capabilities and qualifications, including merit and ability.
 3. Seniority shall prevail when the above are equal in the opinion of the District Evaluator.
 4. The District shall be under no obligation to train an employee to become qualified.
 5. During the selection process, the District may fill a position at its discretion if an emergency requires the District to do so, provided the vacancy shall promptly be posted as set forth above.
 6. If the position cannot be filled with a current district employee, the position will be filled by an out-of-district applicant.
 7. An employee not accepted who desires an explanation must submit a request in writing to the Department of Human Resources within five (5) days of the selection announcement. The District shall provide a written explanation to the employee within five (5) working days of the request.

Debbie Breckner
For the District

Robert M. Barlow
For OSEA

Copies of both shall be provided to the Union.

- C. **CHANGE OF POSITION:** When a move is to a lower paying job title, the employee keeps his/her original date of seniority within both job titles. When a move is to a higher paying position, the employee keeps his/her original date of seniority in the old job title and obtains a new date of seniority, that of the change to the new job title.
- D. **PROMOTION:** If promoted out of the bargaining unit an employee may return within six (6) months with no loss of seniority.
- E. **SUMMER EMPLOYMENT:** Opportunities for summer employment, which shall be considered temporary, shall also be posted in each school for six (6) working days, and a copy of the posting provided to the Union President, before the vacancy is filled by a new employee, unless an emergency requires the District to fill the position pending selection. Employees selected by the posting process must fulfill requirements set forth above.

All current classified employees who apply for summer bargaining unit work and meet minimum qualifications will be offered jobs prior to the District hiring other summer employees.

Tentatively agreed to this 27th day of October, 2014.

Debbie Breckner
For the District

Gale M. Barlow
For OSEA


Page 3


ARTICLE 14 PAID VACATION

- A. A twelve month employee shall be eligible for an annual vacation with pay in accordance with the following. Vacation days will be awarded on the employee's anniversary date of hire.
- 1 week (5 work days) after one (1) year of continuous service as a twelve (12) month employee.
 - 2 weeks (10 work days) after two (2) years of continuous service as a twelve (12) month employee.
 - One (1) day per year after five (5) to nine (9) years of continuous service as a twelve (12) month employee for a total of five (5) days.
 - ~~3 weeks (15 work days) after ten (10) years of continuous service as a twelve (12) month employee.~~
 - One (1) day per year after ten (10) to fourteen (14) years of continuous service as a twelve (12) month employee for a total of five (5) days.
 - 4 weeks (20 work days) after fifteen (15) years of continuous service as a twelve (12) month employee.
- B. Vacations shall be scheduled by mutual agreement of the employee and the District, must be taken within a fiscal year, and may not be accrued thereafter.
- C. Employees who wish to take their vacation time prior to completion of an entire year of service may do so provided they sign a waiver allowing the District to deduct the vacation pay from the employee's wages at the time of termination should the employee quit prior to completing the entire year of service.
- D. Periods when school is not in session shall be considered acceptable employee vacation periods, provided attendance is not required by the District, however an employee shall not be limited to such periods when requesting vacation time off. If the District refuses to allow an employee to take his/her vacation days during the year in which it is earned, the District will compensate the employee for vacation time earned on their paycheck directly following their anniversary date in lieu of taking accrued vacation time.

Tentatively agreed to this 27th day of October, 2014.

Page 4


For the District


For OSEA

ARTICLE 15 PAID HOLIDAYS

A. Each classified employee shall receive the following paid holidays provided he/she works the last scheduled day before and the first scheduled day after such holiday. Less than full-time employees shall receive paid holidays on a pro-rated basis.

B. Annual Employees (year-round)

1. July 4	7. Christmas Day
2. Labor Day	8. Day after Christmas
3. Veterans' Day	9. New Year's Day
4. Thanksgiving Day	10. Presidents' Day
5. Day after Thanksgiving	11. Memorial Day
6. Day before Christmas	

Newbridge High School

1. July 4	6. Christmas Day
2. Labor Day	7. New Year's Day
3. Veterans' Day	8. Presidents' Day
4. Thanksgiving Day	9. Memorial Day
5. Day after Thanksgiving	

Academic Year Employees (begins work prior to Labor Day)

1. Labor Day	5. Christmas Day
2. Veterans' Day	6. New Year's Day
3. Thanksgiving Day	7. Presidents' Day
4. Day after Thanksgiving	8. Memorial Day

Student Contact Employees

1. Veterans' Day	5. New Year's Day
2. Thanksgiving Day	6. Presidents' Day
3. Day after Thanksgiving	7. Memorial Day
4. Christmas Day	

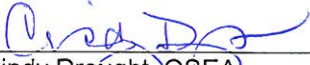
C. In the event the state or federal government declares the holiday to be on a day different from the above, that date shall be the holiday.

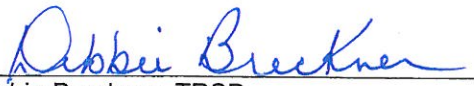
D. Whenever any of the above days falls on a Saturday, the previous Friday shall be considered the paid holiday. Whenever any of the above days falls on a Sunday, the following Monday shall be considered the paid holiday. Under no circumstances shall employees lose paid holidays due to the fact that they fall on a weekend.

E. An employee who is called to work on a holiday will be paid at one and one-half (1½) times their regular rate of pay. The District guarantees a minimum of four (4) hours at time and one-half (1½) pay in addition to their regular holiday pay.

- F. Employees who are on paid leave, and who have followed all appropriate leave procedures, will receive applicable holiday pay.

Tentative agreement June 23, 2014:


Cindy Drought, OSEA


Debbie Breckner, TRSD

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. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

f. g. Upon PERS eligible retirement, and not less than ten (10)

Tentatively agreed to this 27th day of October, 2014.


For the District


For OSEA

Page 5

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.

g. h. 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. ~~Annually,~~ 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 Office 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 ~~four (4) months~~ 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.

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 ~~the first trimester~~ November will receive three (3) days of personal leave; those employees hired ~~during the second trimester~~ after November but before March 15 will receive two (2) days, and those employees hired ~~during the third trimester~~ 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, or 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.

Tentatively agreed to this 27th day of October, 2014.

Debbie Breckner
For the District

Gale M. Bullock
For OSEA

Page 9

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.


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.

*" 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.

Tentatively agreed to this 27th day of October, 2014.


For the District


For OSEA

Page 10

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, 2014 the District shall pay \$950.00 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.

When the 2014-2015 Legislature allocates funding for the biennium, the parties will negotiate insurance rates for the next two years.

- 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, except as provided in Section A, above.

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.

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.

Agreed to this 3rd day of November, 2014.

Debbie Brockner

Three Rivers School District

John M. Taylor

Oregon School Employees Assoc.

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.

When the 2014-2015 Legislature allocates funding for the biennium, the parties will negotiate salary for the next two years.

- 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 15th 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 20th 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. 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 (3rd) 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.

The final payroll date (cut-off) shall be the 15th of each month. Payday shall be the last working Friday of the month unless that Friday falls on a day when school is not in session; then payday shall be the last working day preceding that Friday.

- 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.)

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.

Agreed to this 3rd day of November, 2014.

Debbie Breckner

Three Rivers School District

Malcolm Barber

Oregon School Employees Assoc.

~~District Proposal
June 11, 2014
4:30p.m.~~

Tentative Agreement

ARTICLE 19 MISCELLANEOUS

CLOTHING REQUIREMENTS: Employees shall dress appropriately for the position in which they are employed. However, the District shall not require specific types of clothing for classified employees. If at any time during the term of this Agreement the District does require specific clothing, the District will provide such clothing.

Tentative agreement *June 23*, 2014:

Cindy Drought

Cindy Drought, OSEA

Debbie Breckner

Debbie Breckner, TRSD

District Proposal
June 11, 2014
4:30p.m.

Tentative Agreement

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.

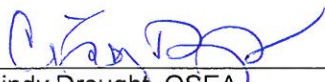
Any employee, who is required to work in any hazardous situation, shall receive proper training for such duties and/or situations. Training and any associated costs including travel, lodging, per diem and overtime shall be paid for by the district in accordance with state or federal law.

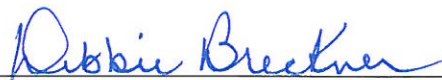
If no safety equipment is available, and/or the employee or employees have not received performance training, that employee(s) shall not be required to perform said duties.

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 and building principal 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.

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

Tentative agreement June 23, 2014:


Cindy Drought, OSEA


Debbie Breckner, TRSD

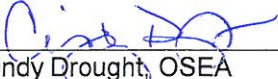
District Proposal
June 11, 2014
4:30p.m.

Tentative Agreement

ARTICLE 21 SAVINGS CLAUSE

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be determined by any such tribunal, the remainder of the Agreement shall not be affected thereby; and upon request of either the Board or the Union, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutual satisfactory replacement for such invalidated provision; provided, however, that the provision pertaining to strikes and work stoppages shall continue in full force and effect even though a satisfactory replacement is not achieved.

Tentative agreement June 23, 2014:


Cindy Drought, OSEA

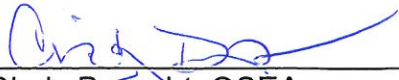

Debbie Breckner, TRSD

Tentative Agreement
October 1, 2014
4:30p.m.

ARTICLE 23 SITE COMMITTEES

All Site Committees will have at least ~~one (1)~~ two (2) classified employee on the Site Committee. If two classified staff are not interested in serving, the committee will revert back to the minimum of one (1) classified staff member. This employee will be elected in a method and manner as determined by the classified employees of that building.

Tentative agreement October 1, 2014:



Cindy Drought, OSEA



Debbie Breckner, TRSD

Tentative Agreement

ARTICLE 24 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. 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. That 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.

Tentative agreement June 23, 2014:

Cindy Drought, OSEA

Debbie Breckner, TRSD

~~District Proposal
June 11, 2014
4:30p.m.~~

Tentative Agreement

APPENDIX C

**Three Rivers School District
Seniority List of Classified Bargaining Members Hired
Prior to June 30, 2004 with 20 Years of Continuous Service**

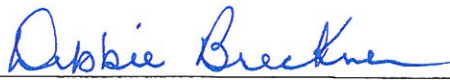
All employees on this list have been approved with 20 years of service with TRSD by June 30, 2004 and are therefore eligible for the benefits outlined in Article XVII (D).

Name

Kimberly Roeser

Tentative agreement June 23, 2014:


Cindy Drought, OSEA


Debbie Breckner, TRSD