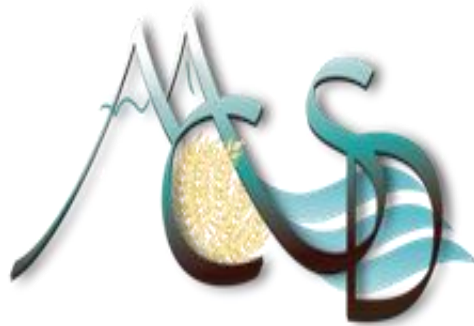


Morrow County School District

and

**Oregon School Employees Assn
Chapter 59**



~~7-1-2010 to 6-30-2013~~

7-1-2013 to 6-30-2018

Morrow County School District does not discriminate on the basis of race, religion, color, national origin, disability, marital status, sexual orientation, genetic testing, age or sex in providing employment, education or access to education services, activities and programs in accordance with Title II, VI, Title IX; Section 504 of the Rehabilitation Act of 1973 as amended; and the Americans with Disabilities Act of 1990.

All previous reference to Association has been replaced with "Union" and is still in highlight
TA'd 3/13/13

This contractual agreement is made and entered into this ~~14th day of January, 2011~~ [date] by the Oregon School Employees Union, Chapter 59, hereinafter referred to as the "**Union**" and the Morrow County School District R-1 Board of Directors, hereinafter referred to as the "Board".

The duration of this agreement shall be three (3) ~~five (5)~~ years, from July 1, ~~2010~~ **2013** through June 30, ~~2013~~ **2018**.

This agreement supersedes all previous agreements between the parties, constitutes an entire agreement between the parties and concludes all collective bargaining negotiations, except as may otherwise be mutually agreed upon hereafter, in writing, for the term of this agreement. No agreement or understanding varying or altering the terms of this agreement shall be valid unless in writing and signed by both parties. This contract will be re-opened annually to discuss the salary schedule and **financial benefit package** only **and one Article of contract language may be proposed for discussion by either party.** TA'd 3/13/13 & 4/23/13

Now, therefore, the parties agree to be bound by the provisions set forth on this page and in the attached pages. In witness whereof, the parties hereby affix their signatures as of the date first above written.

For OSEA, Chapter 59:

For the Morrow County School District:

Kathie Goad
OSEA, Chapter 59

Thad Killingbeck, Board Chairman
Morrow County School District

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ARTICLE 1: RECOGNITION

- 1.1 The Board recognizes the **Union** as sole and exclusive bargaining representative for regular classified employees.
- 1.2 Excluded are those persons who are temporary employees, substitute employees, confidential employees or supervisory employees as defined in ORS 243.650(6)(14)(c). Any determination as to confidential or supervisory status shall be through the administrative processes of the Employment Relations Board and not through the grievance procedure of this Agreement.

TEMPORARY shall mean a person who will work for the District for a period of 10 months or less. If it is anticipated that such employment will last longer than **10** months, or if actual employment extends beyond 10 months, the employee will be included in the bargaining unit.

The District will not use consecutive temporary assignments strictly for the purpose of avoiding inclusion of an employee in the bargaining unit.

SUBSTITUTE shall mean a person who will work for the District on call while a regular employee is on a short leave, days and weeks rather than months. Continuous substitute work is not to exceed 90 days.

ARTICLE 2: NONDISCRIMINATION

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

The Union and the District agree that equal employment opportunity and treatment shall be practiced regardless of race, color, national origin, religion, gender, sexual orientation, age, marital status, genetic profiling, and disability with or without reasonable accommodation, and regardless of membership or non-membership in the Union.

TA'd – 3/13/13 & 4/23/13

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 The District, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and constitution of the State of Oregon except

where such powers, rights, authority, duties and responsibilities are limited by the terms of the Agreement.

ARTICLE 4: UNION RIGHTS AND RESPONSIBILITIES

- 4.1 The **Union** may use meeting rooms and other District facilities in accordance with District policies applicable to parent/teacher Unions and other service groups or community organizations.
- 4.2 Representatives of the Morrow County Chapter of the **Union** may have access to work areas to conduct **Union** business with employees. It is understood that **Union** business will not be conducted on District time except when an employee is going to be interviewed on a disciplinary matter and requests union representation, a union representative may be called to the meeting in an “on duty” status.
- 4.3 The **Union** may duplicate **Union** materials on District duplicating equipment by providing or paying for the materials used.
- 4.4 The **Union** may post material relating to **Union** business on a designated bulletin board in each school where employees are working.
- 4.5 The **Union** shall have access to District mail distribution for communications with **Union** members, as well as access to the district e-mail system. All Internet policies and procedures will be adhered to, and under no circumstances will **Union** business be conducted on district time.
- 4.6 The District shall place on the agenda of each regular Board meeting an opportunity for an **Union** representative to comment or make suggestions on matters discussed. The **Union** shall have the opportunity to ask that items be placed on the Board agenda if said items are made known to the Superintendent's office at least one (1) week prior to the regularly scheduled Board meeting.

The **Union** shall be provided a copy of the Board agenda prior to Board meetings, via the online BoardBook on the district website.

The **Union** shall receive a copy of Board minutes after each scheduled board meeting, via the online BoardBook on the district website.

ARTICLE 5: FILLING VACANCIES

5.1 A classified job opening list shall be posted in all buildings where regular classified employees are normally working. The posting shall be at least 7 days prior to the closing of the open position, except in an emergency situation. All staff shall be personally notified of job vacancies via electronic posting from the district office.

Classified staff wishing to be notified of vacancies during the summer months or other breaks, shall be required to check the district website for postings

5.2 All position vacancies which the District intends to fill, which are not filled by internal transfer or reassignment from within the same classification, shall be posted. Selection for vacant positions shall be on the basis of skill, ability, work history, relevant experience, and a good attendance record* as judged by the District. If two or more candidates are judged by the District to be equally qualified for a position, the candidate with the greatest District seniority will be selected.

5.3 If a classified employee is promoted to a position in a classification with a higher wage rate, the placement shall be accomplished by moving the employee to the step in the new salary range which provides a salary equal to or greater than the salary he/she was receiving prior to the change, plus one step on the new salary range.

* Exception: Employees who have a qualifying condition or illness that would otherwise be covered under state and federal family leave laws, if they had the required number of hours worked for eligibility, will not be penalized for attendance issues when making this determination.

ARTICLE 6: POSITION DESCRIPTION

6.1 The District will provide a job description for all regular classified employees upon hiring and at any time a change to the job description is made or a member transfer to a different classification.

ARTICLE 7: WORKDAY/WORKWEEK

7.1 The workweek is defined as commencing at 12:00 am Sunday and ending on Saturday at 11:59 pm. Custodians will work four nine hour days, plus four hours on Friday as their schedule, or a mutually agreed flex schedule between the building administrator and the custodian.

Classified employees will be allowed breaks and a half-hour, unpaid duty free lunch as scheduled by the building administrator. A break schedule will be provided to the employee at the beginning of the school year, and may be modified by the administrator, if normal

school operation is interrupted.

Employees will be granted breaks which, insofar as practicable, will be in the middle of the work period at the rate of a minimum of ten (10) minutes and a maximum of fifteen (15) minutes, for every four (4) hours worked.

Employees will be entitled to a thirty (30) minute duty-free lunch after the employee has been on duty for four (4) hours. The lunch period will be scheduled at or about the midpoint of the work shift.

- 7.2 Notwithstanding prior provisions in this article, should the Union and District agree to adopt a ten (10) hour day, four-day week for any employees in the bargaining unit, those employees shall be compensated at one and one-half times their regular rate of pay for all hours in excess of 40 hours in one week.

Regular classified employees working four (4) ten-hour days will continue to accrue/expend leave based on the hours worked and/or taken for leave. (i.e. during the week that the Independence Day holiday is observed, regular classified employees normally working 40 hours will work 32 hours and receive 8 hours of holiday pay. Any hours worked that total less than 32 must be approved and taken from accrued annual leave.)

- 7.3 Notice of the scheduled work year (number of days planned to be worked) shall be provided for the various categories of employees prior to the start of the school year, in writing by July 1, **except head secretaries, where the normal work year shall be the same total number of days as their supervisor**. Any additional days worked must be approved in writing by the Superintendent. **TA'd 3/13/13**

ARTICLE 8: PROBATIONARY PERIOD

- 8.1 All new regular classified employees hired by the District **shall** serve a twelve-month probationary period. An employee will be notified in writing prior to the completion of the twelve-month period of discharge or status as a regular employee. If no such notice is given, regular status may be presumed at the completion of the twelve-month period.
- 8.2 The District reserves the right during the probationary period to remove or discharge new employees on probationary status for reasons deemed sufficient by the District. Upon request, probationary employees shall have the right of appealing said discharge to the Board.

The District will charge all new hires and new substitutes for the costs of fingerprinting.

ARTICLE 9: PERSONNEL RECORD

- 9.1 The official file of each employee is confidential and shall be kept in the District Personnel Office.
- 9.2 Information that reflects critically upon an employee shall not be placed in an employee's personnel file that does not bear either the signature of the employee indicating that he/she has been shown the material or a statement by the employee's supervisor, witnessed by a third party that he/she has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee upon request.
- 9.3 The employee shall have the right to make a written statement relating to any evaluation, reprimand, charge, action, or any matter placed in the personnel file.
- 9.4 The personnel file shall be open for inspection by the employee during regular office hours, but shall be open only to such other designees as are officially stipulated by the District or by the employee.
- 9.5 Material placed in the personnel file of an employee without conformity with the provisions of this article will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the employee.
- 9.6 ~~Upon request, and approval by the Superintendent, materials of a critical nature in an employee's personnel file may be removed and destroyed three (3) years after placement therein, except those materials of a serious nature, so long as there are no additional entries of critical material during the three (3) year period.~~

Upon request and approval by the Superintendent, certain materials in an employee's personnel file may be removed and destroyed three (3) years after placement, unless it is evidence of ongoing progressive discipline. Nothing of an evaluative nature shall be removed. Documents that are prohibited from being removed are anything having the effect of suppressing information related to a substantiated report of child abuse or sexual conduct. TA'd 5/13/13

ARTICLE 10: SALARY

- 10.1 Salaries for the classified employees in the bargaining unit shall be the same as indicated on the attached salary schedules, and by this reference incorporated herein.

Employees who are employed less than twelve months during a year, shall choose at the beginning of the fiscal year or at the time they start to work whether they want their monthly checks on a 10 or 12 month basis.

- 10.2 Placement on the Salary Schedule: New regular classified employees may be placed on the

salary schedule in accordance with their years of applicable, verifiable experience as determined by the District. Salaries, as indicated in this Agreement, shall be for the term of this contract, unless amended or supplemented by mutual agreement of the Board and the Union.

- 10.3 Experience Pay – If an employee who has at least ½ year experience but less than one full year of experience is hired to a full-time position, they shall receive one year experience on the salary schedule.

Classified employees shall receive one experience step increase during each year of the contract.

Any custodial staff who possesses or is able to obtain a LME **(Limited Maintenance Electrical)** license will receive an additional \$.75/hour. **TA'd 3/13/13**

When a classified employee is promoted to a higher salary classification position, the placement shall be accomplished by moving the employee to the salary in the new salary range which provides a salary equal to or greater than the salary he/she was receiving prior to the change, plus one step on the new salary range.

- 10.4 When a classified employee works in one or more job classifications, the employee shall be placed on the salary schedule in accordance with their years of service within each classification.

Employees working two jobs shall receive salary paid on both salary scales.

- 10.5 ~~For all PERS eligible classified employees, the District shall withhold from the salary of such employee a sum equal to 6% of salary per month. The District shall pay such sum to PERS. The required PERS contribution of 6% of salary shall be deemed to be "picked up" for purposes of Internal Revenue Code Section 414(h)(2), even though the qualified employee may be required to directly make that payment.~~

~~Such qualified employees shall not have the option of receiving a salary payment and paying PERS employee contributions directly. The payment of the 6% contribution through payroll deduction is mandatory for such qualified employees.~~

~~On the W2 for any qualified employee, the District will report that the gross salary is reduced by the amount of the employee's PERS contribution.~~

- 10.5 For all PERS eligible classified employees in a regular position, the District pays the 6% PERS contribution on their behalf. This is a benefit to the employee and a budgeted expense for MCSD. This is not reported on W-2 forms, at this time.**
TA'd 4/23/13

- 10.6 When a regular classified employee is absent from work, the District will determine whether or not to hire a substitute. The principal or designee shall call for substitute employees. Secretaries shall keep a record of their sub-calling time and shall be given the

opportunity to take flex-time. **TA 3/13/13 to leave flex time, not comp time.**

- 10.7 Working out of Range - When an employee is assigned by an administrator or supervisor to work in a higher paid classification for one full workday or more, such employee shall be paid the salary in the substitute classification at the same step level as their regular job or \$1.00 per hour more than their regular job, whichever is less.
- 10.8 Inservice - Inservice training shall be paid for all employees where required by the District. The impact of new state or federal requirements shall be negotiated on a case by case basis pursuant to ORS 243.698.
- 10.9 The District shall pay all regular classified employees a car allowance and per diem (food and lodging) at the District established rate per mile for all authorized business.
- 10.10 Special Provisions
- A. Physical examinations which are required of classified employees by the Department of Education shall be paid by the District.
- 10.11 Call Back: An employee called back to work after his/her regular shift or on his/her day off by his/her supervisor shall be paid a minimum of one **two hours**. ~~Any employee called in to work on his/her day off shall be compensated at a minimum of four (4) hours.~~ Said employee shall not be required to remain on the job any longer than necessary to perform the **job task**. **TA'd 4/23/13**

ARTICLE 11: UNION DUES

- 11.1 The Board agrees to deduct from the wages of each Union member who authorized it the dues of the Union. Authorization shall be in writing by each employee.
- 11.2 The Board further agrees to continue to honor dues deduction authorization executed by the employee in favor of the **Union**.
- 11.3 The Board agrees to transmit the dues deducted with a check-off list to the State Office of the Oregon School Employees Association, by the 15th of the month following payroll deduction.

ARTICLE 12: INSURANCE

- 12.1 For classified employees employed prior to 7/1/2001, the District shall provide each regular classified employee scheduled to work at least 636 regularly assigned annual hours with medical, dental and vision benefits. Regular classified employees scheduled to work less than 636 regularly assigned annual hours will receive one-half (1/2) the benefits provided to full-time regular classified employees.

12.2 Beginning in the 2010-11 ~~2011-12~~ school year, the District's obligation toward the insurance premium shall not exceed \$995 ~~\$1060~~ per eligible employee per month.

Beginning in the 2011-12 ~~2012-13~~ school year, the District's obligation toward the insurance premium shall be negotiated.

Beginning in the 2012-13 school year, the District's obligation toward the insurance premium shall be negotiated.

Beginning in the 2013-14 school year, the District's obligation toward the insurance premium shall not exceed \$1120 per eligible employee per month.

Beginning in the 2014-15 school year, the District's obligation toward the insurance premium shall be negotiated.

Beginning in the 2015-16 school year, the District's obligation toward the insurance premium shall be negotiated.

Beginning in the 2016-17 school year, the District's obligation toward the insurance premium shall be negotiated.

Beginning in the 2017-18 school year, the District's obligation toward the insurance premium shall be negotiated.

If an employee voluntarily reduces hours, on or after 7/1/2001, the pro-ration provided for in 12.3 will apply.

12.3 For all classified employees hired on or after 7/1/2001, the District shall pay the health insurance premiums of each regular classified employee his/her family health insurance on a pro-rated basis, based upon the following schedule:

<u>Annual Hours</u>	<u>% of District Contribution</u>
1700 and up	100%
1300 to 1699	80%
1000 to 1299	65%
700 to 999	50%
< 700	No Benefits

12.4 Employees otherwise eligible to receive health insurance benefits may elect to receive \$2/hour in addition to current pay, in lieu of health benefits, subject to the limitations of the insurance carrier.

Employees not eligible for health benefits (**see 12.3 above**), will receive \$1/hour in addition to current pay. **TA'd 4/23/13**

In the case where two (2) employees in the same family are each receiving health insurance coverage, the employee with the fewer annual work hours will be eligible for the \$2/hour option in lieu of health coverage.

- 12.5 Insurance benefits shall continue to be paid through the summer months at the same rate as paid during school months for all employees that are expected to return to school the following fall. Pre-payment of insurance premiums for summer months will be pro-rated throughout the school year.
- 12.6 If the employee accepts the right to continue in the District's insurance program while on unpaid leave, the employee must self-pay the premium in accordance with Federal COBRA regulations, and their state counterparts, except as otherwise indicated by OFLA/FMLA.
- 12.7 In the event that two employees employed by the District are in the immediate family so as to be in the relationship of primary insured and dependent under the medical hospital program, the District shall not be obligated to duplicate either contribution of benefits for the same family unit.
- 12.8 The present insurance carrier is Oregon Education Benefits Board (OEBB). Any change in insurance companies shall be mutually agreed upon by the Union and the District.
- 12.9 Early Retirement - Upon retirement, after fifteen (15) years of service in the District, and beginning at age 58 until age 62, the District agrees to pay for existing family medical insurance. If an employee chooses to retire after age 58, the benefit still terminates at age 62. The maximum coverage is for four (4) years.

In the event of an employee's death prior to the end of the four year period, the District, if the spouse of the employee is, at the time of the employee's death, not covered by Medicare, shall pay the monthly premiums incident to covering such spouse until the coverage would have expired (maximum coverage is up to four years) or until the spouse becomes covered by Medicare, whichever occurs first.

- 12.10 The District will provide a Section 125 Plan.

ARTICLE 13: LEAVES OF ABSENCE

A. Paid Leaves

13.1 Annual Leave

Commencing on the first day of employment through nine (9) years, custodial and maintenance employees are entitled to annual leave based on the following formula: $.0461 \times$ the hours worked each year equals hours of annual leave to which the employee is entitled. The formula $.0653 \times$ hours worked equals hours leave will be used for employees with ten (10) years or more work experience. The formula $.0702 \times$ hours worked equals

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

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

All annual leave taken during the school day must have prior approval. **Any annual leave time exceeding 3 days will need 2 weeks prior approval.** If an emergency occurs where approval cannot be secured, the employee should notify the Principal as soon as possible.
TA'd 4/23/13

- 13.2 Bereavement Leave - Up to four days bereavement leave, per event, is granted upon the death of a member of the immediate family or death of a person who, because of close association, is perceived as a member of the immediate family.

~~Immediate family shall be: Spouse, mother, father, children, brother, sister, grandparent, grandchildren of the employee or spouse. See paragraph below~~

Federal definition of immediate family: parents, spouse, in-laws, children by blood, adoption or marriage, siblings, grandparents or grandchildren.

Federal definition of family member: "Family member" means the spouse, same-sex domestic partner, custodial parent, noncustodial parent, adoptive parent, foster parent, biological parent, grandparent, parent-in-law, parent of employee's same-sex domestic partner or a person with whom the employee is or was in a relationship of "in loco parentis." It also includes the biological, adopted, grandchild or foster child or stepchild of an employee, child of same-sex domestic partner or a child with whom the employee is or was in a relationship of "in loco parentis." – TA'd 3/13/13

In the event of a death involving other than those mentioned above, only the superintendent may approve the request for leave.

13.3 Holiday Leave

- A. Paid holidays for all employees in the bargaining unit shall be: Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day and Presidents' Day.

Regular classified employees shall also receive the following non-paid holidays: the day after Thanksgiving, the day before Christmas, the day before New Year's Day and Martin Luther King Day.

- B. A regular classified employee shall be compensated for the holidays as though he/she has worked a regular schedule for the day. An employee required to work on paid holidays shall receive the overtime rate for all hours worked in addition to his/her regular holiday pay.

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

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

This provision shall not apply in those instances where the employee is the plaintiff or complainant, or a witness for the plaintiff or complainant wherein the District, its agent or members of the Board have been named as a defendant or respondent.

- 13.5 Sick Leave - the District agrees to allow 10 days sick leave to regular classified employees who are employed 10 months or less and one day additional leave per month for those regular classified employees who are employed more than 10 months. Accumulation of sick leave shall be unlimited. Sick leave accumulated may be applied to the regular classified employee's retirement as provided in ORS 237.153.

The employee may use accumulated personal sick leave for illness within the immediate family after all accumulated annual leave is exhausted.

Sick leave shall accrue at least at last year's level and shall be utilized in accordance with the number of hours of work missed.

- 13.6 Sick Leave Bank - The sick leave bank was set up for the purpose of allowing current classified employees to donate sick leave to a specific, eligible co-worker in the District.

The District will allow current classified employees to make donations of up to 10 days of their accumulated sick leave to a specific, eligible co-worker in the District.

To be eligible to receive donated sick leave, a current employee must be absent from work because of an injury or illness to the employee that prevents the employee from working.

An otherwise eligible employee may apply to receive sick leave donation if a member of the employee's immediate family defined under federal law as: parents, spouse, in-laws, children by blood, adoption or marriage, siblings, grandparents or grandchildren. ~~as their spouse, children and step children who reside with them, or parent of the employee or spouse,~~ is suffering from a terminal illness. The District may request medical verification of this determination prior to approving the leave request.

The receiving employee must not be eligible for, or be receiving, any District paid leave, worker's compensation benefits, PERS or social security disability benefits or long term disability insurance benefits.

The receiving employee must be otherwise eligible to receive sick leave.

An employee may not receive more than 45 days donated sick leave in a 12 month period.

If a receiving employee does not use all donated sick leave, unused sick leave will be returned to the donor.

Specific decisions as to employee eligibility will be made by mutual agreement between the **Union** and the District. When an employee makes an initial request they must do so by sending an e-mail to the OSEA, Chapter 59 president and at the same time to the district office - human resources and payroll departments. Before a decision is made to grant the use of the sick leave bank to an employee, the union and district will mutually agree. TA 5/13/13

The sick leave bank does not create any obligation on the part of the District or the **Union** to provide sick leave to any employee who has exhausted their accrued sick leave.

Both parties reserve the right to terminate Article 13.6 (Sick Leave Bank) within 30 days upon ten (10) days notice to the other party.

B. Unpaid Leaves

13.7 Workers Compensation Leave – Leave for injury when such injury is job related shall be granted for a period not to exceed that which is allowed under the State Industrial Accident Insurance claim. The Board will continue the employee's negotiated insurance benefits for the period of time that the SAIF claim has been allowed, not to exceed a period of one year.

13.8 Other Leave – Nothing in this section will prevent the District Board from providing leave without pay to any employee for any cause it deems justifiable. ~~[Insert: Restriction and Exceptions. A leave of absence may be granted to a permanent classified employee upon written request of the employee and the approval of the Board, with any terms acceptable to both parties, subject to the following restrictions:~~

1. ~~Leave of absence may be granted for any period not to exceed one (1) year except that leave of absence for military service shall be granted as provided by Oregon Revised Statutes (9659A.082 to 659S0960) and the Oregon Dept of Veterans Affairs (OAR 839-006-0440)~~
2. ~~The granting of a leave gives the employee the right to return to the same classification and number of hours as he/she had prior to the leave, but not necessarily the same site.~~
3. ~~Any employee who accepts gainful employment which on a leave of absence for any period of time automatically terminates his/her employment.~~
4. ~~A leave of absence will not be granted to any employee on a recurring basis except in extreme and unforeseen personal emergencies.~~
5. ~~An employee may make a written request to the Board to return to work prior to the expiration date of the leave. TA'd 4/23/13~~

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

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

ARTICLE 14: SENIORITY

- 14.1 Seniority shall be defined as the total length of service as a regular classified employee within the District since the last date of hire. All authorized paid leave shall be computed as time worked. Regular classified employees who are laid off and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of layoff. An employee will retain his/her District seniority if a change from one classification to another is made.

ARTICLE 15: REDUCTION IN FORCE

The Morrow County School Board shall determine the appropriate level of staffing for classified employees.

15.1 Notice of Layoff

In the event the Board determines the need for a reduction in its work force, notice of not less than ~~two (2)~~ **four (4)** weeks shall be provided to the **Union** and to employees to be laid off. In the event that a special needs student leaves the district who has a SpEd 1 on 1 assistant specifically assigned to him/her, the reduction process will take place within one week from the time the student leaves. **TA'd 3/13/13**

15.2 Procedure for Layoff

- A. In the event of employee layoff, selection of employees to be retained will be in accordance with District seniority. Seniority shall be computed from the most recent date of hire in the District. Staff shall be scheduled for layoff by reverse seniority within classifications as noted on the attached salary schedule.

In the event that two (2) employees have the same seniority, the District shall retain the employee who has the most experience and training

- B. A classified staff member scheduled for layoff can bump into another classification so long as he/she has accumulated seniority in that classification.
- C. A reduction in hours of work for classified employees shall be subject to all provisions of 15.2 whenever the employee's hours are reduced two (2) or more hours per day.
- D. No permanent employees shall be laid off within a job classification until all probationary employees in such classification have been terminated.

15.3 Recall

Recall of laid-off employees shall be by reverse order of the layoff. Employees will be recalled based on job classification openings and the laid-off employee's ability to perform in the open position.

Employees on laid-off status shall not lose their layoff status when recalled to a position that is substantially less hours (no more than 25% reduction) than the employee received prior to layoff.

A North County Area or South County Area employee whose position is being eliminated may turn down one bumping opportunity (or one recall offer, if the employee had no bumping opportunity) for a position in the other County Area without forfeiting all future recall rights and terminating employment with the District. If an employee turns down an employment opportunity (either to bump or be recalled) in the other County Area, that employee shall thereafter only be eligible for recall to positions in the County Area in which they worked immediately prior to the RIF.

For purposes of this article, the "North County Area" shall be comprised of those schools located in Irrigon and Boardman, and the "South County Area" shall be comprised of those schools in Heppner.

This does not, however, entitle the employee to a bumping opportunity in the County Area in which the employee is working at the time of the RIF; the District shall only be required to offer to bump the district-wide least senior employee in that job classification

A laid-off employee shall remain on the layoff list for twenty-seven (27) months unless the employee:

- A. Waives his/her recall rights in writing.
- B. Resigns in writing.
- C. Fails to appear for recall to a position that was held immediately prior to the layoff.

D. Fails to return to work in the position to which he/she has been recalled within fifteen (15) working days after the receipt of mailing of a notice of recall unless such employee is sick or injured.

- 15.4 During the layoff, employees shall retain, but not accrue, benefits. Upon return to active employment, said benefits will be restored, provided they are still in effect.
- 15.5 Employees covered by this agreement will have the option to continue insurance programs at their own expense subject to approval of the carrier.
- 15.6 Employees on the layoff list will take precedence over new hires who would fill a position on a permanent basis provided they meet job classification requirements. An employee who has opted to accept a position in the opposite end of the District in which they worked previously, may take a position to be filled in their classification over a person on the layoff list, provided they have more seniority than the person who would otherwise be recalled.
- 15.7 By inclusion of this article in the Contract, the parties understand and agree that nothing in this labor contract guarantees any level of work and/or work load.

ARTICLE 16: DISCIPLINE & DISCHARGE

~~16.1 Before a non-probationary employee is disciplined, up to and including suspension without pay, or terminated, the employee's supervisor will explain the charges, complaint or performance dissatisfaction to the employee and give the employee an opportunity to respond to the information presented before such action is taken. Management reserves the right to place employee(s) on paid administrative leave while the incident of alleged wrongdoing is investigated. The employee may request and will be granted union representation at this meeting.~~

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

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

16.1 A. No employee who has successfully completed the probationary period shall be terminated or disciplined without due process and just cause. Discipline shall be progressive and will proceed as follows:

- **1st warning as verbal/ written documentation,**
- **2nd warning, as a written warning,**
- **final written cease and desist directive,**

- suspension without pay,
- termination of employment

The aforementioned progression may be suspended in whole or in part if infractions are criminal in nature. Just cause shall include the following: fair warning to employee of deficiency and consequences of conduct, fair and objective investigation, evidence of guilt, evenhanded application, similar treatment of employees for similar infractions, discovery and reasonable rule related to safe and efficient operations.

B. Management reserves the right to place employee(s) on paid administrative leave while the incident of alleged wrongdoing is investigated.

C. The employee may request and will be granted union representation at any and all meetings with management

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

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

ARTICLE 17 GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to provide an orderly method for resolving grievances as herein defined. A determined effort shall be made by the Board, the Administration, the grievant and the Union to settle grievances at the lowest possible level in this procedure.

A. Definition

1. **Grievance:**
A claim by an employee, or a group of employees, or the **Union** of a violation of any provision of this Agreement.
2. **Aggrieved:**
The employee group of employees, or the **Union** making the grievance.
3. **Party in Interest:**
The employee or employees making the grievance and any person who might be required to take action or against who action might be taken in order to resolve said grievance.
4. **Days:**
Working school days. Weekend or vacation days are thus excluded. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
5. **Representative:**
A member of the **Union**, or any other employee requested by the aggrieved to

represent them during the grievance procedure.

B. Time Limits

1. The time limits herein shall be binding on all parties unless waived or extended by written mutual agreement between the grievant and the District. In some cases where a grievance will be initiated or processed during the summer in which the grievant would not normally be available, the grievant and the District may, by written mutual agreement, extend or modify the time limits herein as is appropriate. Both parties agree to act in good faith in extending or modifying time limits.
2. If a grievant fails to initiate his/her grievance within the time specified herein, the grievance shall be deemed waived.
3. If a grievant fails to process his/her grievance according to the time limits set herein, the grievance shall be resolved in accordance with the response of the Administration at the preceding step.
4. If the Administration fails to adhere to the time limits set herein, the grievance automatically advances to the next step.

C. Grievance Process

Step 1: The employee shall discuss the potential grievance informally with his/her supervisor within 10 days from the occurrence of the grievance or 10 days from the grievant's first knowledge of the grievance. If the grievance is not resolved at the informal level, the grievant may appeal, in writing, to the immediate supervisor. The supervisor shall respond in writing to the grievance as quickly as possible but no later than ten days after the grievance is first discussed.

Step 2: If the grievance remains unresolved, the grievant shall submit written grievance to the Superintendent within 10 days from receipt of the supervisor's response. The grievance statement shall contain: (1) a statement of the grievance and relevant facts; (2) the management action or inaction which violated the Agreement; (3) the specific provisions of the Agreement alleged violated; and (4) the remedies sought by the grievant which would resolve the grievance. The grievant may be accompanied by a **Union** representative in presenting the grievance statement. The superintendent shall respond in writing to the grievant within ten days; a copy of his/her response shall also go to the Union.

Step 3: If the grievance remains unresolved, the grievant shall submit the grievance statement to the Board of Education within 10 days from receipt of the superintendent's response. The board shall give a written response to the grievant within 10 days after receipt of the grievance statement or after holding a meeting with the Union. If a meeting is held, the grievant may be accompanied by a representative of the Union.

Step 4: Grievances not settled in Step 3 of the grievance procedure may be appealed to arbitration provided written notice of a request for arbitration is made to the Superintendent within 10 days of receipt of the Board's answer in Step 3. When a timely request has been made for arbitration, the parties to this Agreement or their designated representatives shall

attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) days of the request for arbitration jointly request the Employment Relations Board in Salem, Oregon, to submit a list of five arbitrators who maintain an office in Oregon. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing and, after hearing such evidence as the parties desire to submit to support or deny the grievance statement, shall render a written decision and opinion within thirty (30) calendar days following the close of the hearing. The arbitration hearing shall be held in accordance with the Voluntary Labor Arbitration rules of the American Arbitration Union. (The arbitrator shall have no power to substitute his/her judgment for that of the Board in any matter not specifically contracted away by the Board in this Agreement.) A decision and opinion of the arbitrator shall, within the scope of his/her authority, be binding upon all parties.

*In all cases where classified staff members are assigned to a building, the immediate supervisor shall be the building principal.

D. Miscellaneous

1. The costs for the services of the Arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Aggrieved. All other costs will be borne by the party incurring them.

2. Reprisals:

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

3. Separate Grievance File:

All documents, communications and records dealing with the processing of a contractual grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings and Hearings:

All meetings and hearings under this procedure shall be closed unless the aggrieved requests to be open. The meeting or hearing shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

5. The aggrieved will be required to exhaust the grievance procedure set forth in this

Article, including arbitration, before seeking alternative remedies, provided that by doing so they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have.

ARTICLE 18: FUNDING THE AGREEMENT

- 18.1 It is recognized that portions of this Agreement conferring direct monetary benefits upon classified employees are dependent upon the availability of resources to the District.

ARTICLE 19: SEPARABILITY OF PROVISIONS

- 19.1 The invalidation of any article of this Agreement by a court of competent jurisdiction will not affect the validity of articles not declared invalid by the court.

ARTICLE 20: SITE COUNCILS

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

2010-11 & 2011-12 CLASSIFIED SALARY SCHEDULE

Steps will be awarded for 2011-12 & 2012-13

Step	Asst-Cook	Head-Cook	Asst-Cust	Head-Cust	Facilities-Coordinator	Ed-Asst	Library Tech- & Alt Ed Asst	Dept-Secretary	School-Secretary
1	8.64	9.35	12.45	13.57	13.00	8.68	9.40	10.20	11.14
2	8.81	9.54	12.64	13.77	13.19	8.86	9.59	10.40	11.37
3	8.99	9.73	12.83	13.98	13.39	9.03	9.78	10.61	11.59
4	9.17	9.92	13.02	14.18	13.59	9.21	9.98	10.82	11.83
5	9.35	10.12	13.22	14.40	13.80	9.40	10.18	11.04	12.06
6	9.54	10.33	13.42	14.61	14.00	9.59	10.38	11.26	12.30
7	9.73	10.53	13.62	14.83	14.21	9.78	10.59	11.48	12.55
8	9.93	10.74	13.82	15.06	14.43	9.97	10.80	11.71	12.80
9	10.13	10.96	14.03	15.28	14.64	10.17	11.02	11.95	13.06
10	10.33	11.18	14.24	15.51	14.86	10.38	11.24	12.19	13.32
11	10.53	11.40	14.45	15.74	15.09	10.58	11.46	12.43	13.59
12	10.74	11.63	14.67	15.98	15.31	10.80	11.69	12.68	13.86
13	10.96	11.86	14.89	16.22	15.54	11.01	11.93	12.93	14.13
14	11.18	12.10	15.11	16.46	15.77	11.23	12.16	13.19	14.42
15	11.40	12.34	15.34	16.71	16.01	11.46	12.41	13.45	14.71

2011-12 salary schedule will be negotiated under the re-opener agreement

2012-13 salary schedule will be negotiated under the re-opener agreement

2013-14 Salary Schedule
3% added to schedule
Steps awarded

Step	Asst Cook	Head Cook	Asst Cust	Head Cust	Facilities Coord.	Ed Asst	Lib. Tech & Alt Ed Asst	Dept Secretary	School Secretary
1	8.95	9.63	12.82	13.98	13.39	8.95	9.68	10.51	11.47
2	9.22	9.83	13.02	14.18	13.59	9.22	9.88	10.71	11.71
3	9.26	10.02	13.21	14.40	13.79	9.30	10.07	10.93	11.94
4	9.45	10.22	13.41	14.61	14.00	9.49	10.28	11.14	12.18
5	9.63	10.42	13.62	14.83	14.21	9.68	10.49	11.37	12.42
6	9.83	10.64	13.82	15.05	14.42	9.88	10.69	11.60	12.67
7	10.02	10.85	14.03	15.27	14.64	10.07	10.91	11.82	12.93
8	10.23	11.06	14.23	15.51	14.86	10.27	11.12	12.06	13.18
9	10.43	11.29	14.45	15.74	15.08	10.48	11.35	12.31	13.45
10	10.64	11.52	14.67	15.98	15.31	10.69	11.58	12.56	13.72
11	10.85	11.74	14.88	16.21	15.54	10.90	11.80	12.80	14.00
12	11.06	11.98	15.11	16.46	15.77	11.12	12.04	13.06	14.28
13	11.29	12.22	15.34	16.71	16.01	11.34	12.29	13.32	14.55
14	11.52	12.46	15.56	16.95	16.24	11.57	12.52	13.59	14.85
15	11.74	12.71	15.80	17.21	16.49	11.80	12.78	13.85	15.15

2014-15 salary schedule will be negotiated under the re-opener agreement
 2015-16 salary schedule will be negotiated under the re-opener agreement
 2016-17 salary schedule will be negotiated under the re-opener agreement
 2017-18 salary schedule will be negotiated under the re-opener agreement