

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 permanent District employee.
 - 2 weeks (10 work days) after two (2) years of continuous service as a permanent District employee.
 - One (1) day per year after five (5) to nine (9) years of continuous service as a permanent District employee for a total of five (5) days.
 - One (1) day per year after ten (10) to fourteen (14) years of continuous service as a permanent District employee for a total of five (5) days.
 - 4 weeks (20 work days) after fifteen (15) years of continuous service as a permanent District 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. The employee shall make every effort to exhaust vacation leave during the year in which it is earned. Should extenuating circumstances exist outside of the employee's control for that to happen, the employee should contact Human Resources to schedule any remaining vacation time not used during the year it was earned. 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.

Tentative agreement May 24, 2016:


Ahrien Johnson, OSEA


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

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

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

- g. Upon PERS eligible retirement, and not less than ten (10) consecutive years of employment with the District, the District will pay the retiree \$1.00 per hour of accumulated sick leave. The employee shall receive a lump sum payment upon retirement that may be subject to withholding of state and/or federal income taxes.
- 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. On even-numbered years, or following 120 days of continuous service, for those bargaining unit members who have joined the Sick Leave Bank, one (1) day of sick leave shall be transferred to the bank no later than the October payroll. The Department of Human Resources shall maintain a record of contributions and withdrawals from the sick leave bank. During July of each year a record of the prior fiscal year sick leave bank calculations will be given to the Union.
 - 4. Eligibility:
 - (a). Must be an employee covered by the terms of this Agreement
 - (b). Must have contributed to the sick leave bank during the current year to request a draw from the bank.
 - (c). Must first complete 120 days of continuous service with the District prior to joining and presenting a claim.

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

employee has accrued sick leave.

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

absence, shall be considered to have resigned his/her position with the District, and his/her position shall be declared vacant, except and unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence to his/her supervisor that he/she is unable to work by reason of illness, physical disability, or other legitimate reason beyond his/her control.

7. **BEREAVEMENT LEAVE:** The District shall grant up to five (5) days of paid Bereavement Leave for the death of a member of the immediate family: Said leave shall commence upon request of the employee. Immediate family shall be interpreted to mean employee's mother, father, spouse, son, daughter, sister, brother, step sibling, step parent, domestic partner, mother-in-law, father-in-law, grandchildren, 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. 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.

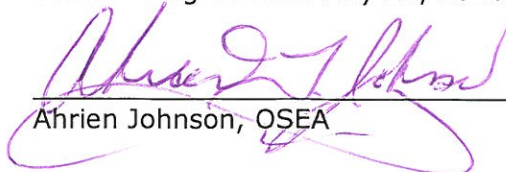
- a. For leaves of absence of four (4) months or less, the District will fill the employee's position on a temporary basis and upon the termination of the leave, the employee will be returned to their previous position.
- b. For leaves of absence of more than four (4) months, the District does not assure 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.

Tentative agreement May 24, 2016:


Ahrien Johnson, OSEA


Debbie Simons, TRSD

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.

Employees working full time shall receive 100% of the District's contributions. Employees working between six (6) hours and seven and three-quarters (7.75) hours shall receive eighty-seven and one-half percent (87.5%) of the above contributions. Employees working between four (4) hours and five and three-quarters (5.75) hours shall receive sixty-six (66%) of the above contribution.

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

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

Employee Only \$475.00
Employee/Spouse \$1,060.00
Employee/Children \$885.00
Family \$1,390.00

Those employees who are married to other Three Rivers School District Employees will receive the following tiered cap contribution from the District:

Preferred Employee/Spouse \$2,120.00
Preferred Family \$2,780.00

For any bargaining unit employee who elects the District HSA plan, the District will contribute \$100 per month for full-time eight (8) hour employees or a pro-rated portion to insurance-eligible employees who have less hours.

Retirees and active employees will be billed on a tiered rate.

- 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.

Employees hired after July 1, 2000 who are working less than eight (8) hours, will have the option whether or not to purchase insurance. In the event a classified employee hired for less than eight (8) hours receives an increase in hours at a future date, the pro-rated portion of the insurance will adjust accordingly.

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 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 28th day of May, 2016.



Three Rivers School District



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

- B. Employees who are eligible for step advances each July 1 shall be granted step increases. However, such step increase may be withheld in the event that the employee is on a plan of improvement when Step movement would ordinarily occur. If the employee fails to successfully complete the plan of improvement, no decision on the missed step movement shall be made until the issue of the plan of improvement is resolved. Should the employee successfully complete the plan of improvement, step increases will be granted retroactive to July 1. In no event, shall an employee be denied the cost of living increase unless they are on an approved leave of absence without pay and upon returning to work all cost of living increases and step increases shall become effective on that date.

Each school year a total of eight (8) working days (eight (8) hours each day) will be allocated to each high school for usage by employees in the following classifications; registrars, bookkeepers, and/or activities secretaries. Each high school principal will allocate these hours in the above referenced classifications at his/her discretion.

Employees hired after January 1 of any school year will not receive a step increase in July, but will continue on their original step until the following year.

- C. Employees who will complete their 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. **OUT OF CLASSIFICATION PAY:** Any regular employee temporarily assigned by their Principal or Administrator to replace an absent employee who is in a higher classification shall assume all the duties and responsibilities of the assigned position and be considered acting out of classification. Effective on the third (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.

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

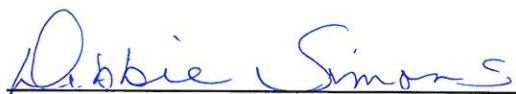
- G. In the event errors in payroll occur, such errors must be reported in writing, on forms provided by the District, to the Department Supervisor, who shall forward such report to the Payroll Clerk. Overpayment of \$10.00 or more shall be adjusted by mutual agreement between the parties, provided that such overpayment must be adjusted before the end of the school year, or upon termination. Underpayment of \$10.00 or more shall be adjusted within ten (10) days of receipt of the report.
- H. The District agrees to compensate all those who report to work, but who are not put to work, a minimum of two (2) hours at the employee's regular rate of pay. An employee will not be paid if the District gave reasonable notice by radio, television or telephone beforehand. (Supervisor to telephone those who cannot receive radio signals.)
- I. Payroll deductions shall be limited to approved companies; Union sponsored programs, and Section 125 Programs. For a company to be approved there must be at least ten (10) employees signed for deductions for that plan. If the number of employees for a given plan drops below five (5), that plan will no longer be approved for payroll deductions.
- J. The district recognizes that occasionally employees will have circumstances that may require an advance on their payroll. When this occurs, the following guidelines will be followed:
 - 1. Employees will request the advance in writing through their supervisor to the Superintendent or designee for approval.
 - 2. Payment will not exceed the amount of the net salary earned at the time of

the request.

3. Any payroll advance request must be received by the business office by the first Friday of the month and shall be issued no later than 1:00 pm on the second Friday of the month. In the event either Friday is a paid holiday, the request or pay shall be made on the previous workday.
 4. Payroll advances will be limited to no more than one (1) a month and to no more than three advances within a twelve (12) month (fiscal year) period.
- K. Any employee when performing work that requires small scale certification for asbestos-related work or certification for IPM work will receive \$2.00 per hour above their regular classification hourly wage rate. If the employee is asked to do asbestos-related work that in his/her determination is not "small scale", they will not be disciplined for refusal to comply with that work order. The employee and the Union President will meet with the District to resolve the issue. The District will pay for all physical examination(s) for any employee who is required to work asbestos-related assignments per Oregon State Law, EPA, DEQ, and AHERA requirements.
- L. **Special Education Related Student Services:** No bargaining unit employee will be ordered to perform "related student services." If a bargaining unit employee accepts a "related student service" assignment, they will receive training by the appropriate health care registered nurse or doctor. Typically "related student services" tasks are those that an unlicensed individual other than family members may not perform without authorization, training, and supervision by a registered nurse or doctor. (Clean Intermittent Catheterization (CIC) is an example of the above. If a nurse or doctor determines that the health care needs of a particular individual would be best served by such delegation, then an unlicensed trained bargaining unit Education Assistant, ERC Assistant or Multi-Handicapped Assistant can perform the treatment, but only for the specific student on whom the training was conducted, and only according to a specific protocol or checklist for the student being treated.)

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 25th day of May, 2016.



Debbie Simons
Three Rivers School District



Albert J. Johnson
Oregon School Employees Assoc.

ARTICLE 24 TERM OF AGREEMENT

- A. It is agreed that this successor agreement shall be effective from July 1, 2014 and expire on June 30, 2017.
- B. This Agreement shall automatically be renewed from year to year and shall be binding for additional periods of one year unless either the Board or the Union gives written notice to the other not later than February 28, 2017 of its desire to modify the Agreement for a successive term.
- C. **MODIFICATION:** This Agreement constitutes the full and complete Agreement between the parties. Each party agrees that it had the opportunity to negotiate over any legal subject of bargaining. Neither party shall be obligated to engage in any further negotiations unless specifically provided for within this Agreement or except by mutual agreement of the parties. No such negotiated agreement, if any, shall be binding unless ratified by the members of the parties to this Agreement and reduced to writing and executed by their authorized representatives.
- D. The parties recognize that revenue needed to fund the compensation provided by this agreement is contingent upon the state funding and distribution formula, plus other District revenues as allowed and provided for by law. The District agrees to budget annually the full amount necessary to fund this Agreement. In the event the District, through no fault of its own, is unable to meet the financial obligations set forth herein during the life of this Agreement, the parties may re-open this Agreement to negotiate wages and/or hours. It would be the goal of these negotiations to find creative solutions to revenue shortfalls prior to reducing wages or laying-off any bargaining unit member.
- E. Language articles and economic provisions, other than Article 18 and Appendix A, will be bargained under successor bargaining. Both parties will identify language articles that each party is interested in bargaining during successor bargaining no later than January 15, 2017. It is the intent of the parties to exchange proposals no later than January 31, 2017.

Sections of the contract not subject to successor bargaining include Article 18 – Pay Plan and Appendix A – Salary Schedules.

EXECUTION OF SIGNATURES

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

Gale Barlow; OSEA Chapter 22 President

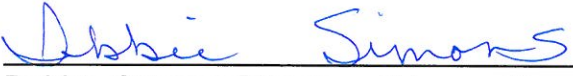
DATE




Ahrien T. Johnson; OSEA Field Representative



DATE



Debbie Simons; Director of Human Resources



DATE

Danny York; TRSD Board of Directors Chair

DATE