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**ARTICLE I GENERAL DEFINITIONS**

- 1.1 Agreement: This Collective Bargaining Agreement.
- 1.2 Association: (also Chapter): The Oregon School Employee Association (OSEA), Chapter 10, whose members are classified employees of the Hermiston School District.
- 1.3 Board: The elected and sitting Board of Education, or Board of Directors, of the Hermiston School District.
- 1.4 District: Umatilla County School District 8R, a public agency, known as Hermiston School District.
- 1.5 State Law: (also Oregon Law): The Oregon Revised Statutes, Oregon Administrative Rules, and decisions of the appropriate courts and regulatory agencies bearing thereon.
- 1.6 Work Week: The designated seven (7) day work week shall fall between 12:00 A.M. Monday and 11:59 P.M. Sunday.

**ARTICLE II RECOGNITION**

- 2.1 The Board recognizes the Association as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, and related conditions of employment as set forth in Oregon law for regular classified employees. Excluded are the following:
  - A. Part-time employees (employees who work less than half-time)
  - B. Supervisory employees
  - C. Confidential employees as defined by ORS 243.650 (6)(14)(c)
  - D. Temporary employees
  - E. Daily substitutes
  - F. Long-term substitutes
  - G. Summer hires
- 2.2 For the purpose of this Article:
  - A. A temporary employee is one newly hired by the District for a specific, short-term task for 90 calendar days or less.
  - B. A long-term substitute is one who is newly hired to replace a bargaining unit employee on approved leave of absences for a period of up to one (1) year.
  - C. A summer hire is one who is hired to work during the summer recess (May-September).

**ARTICLE III ASSOCIATION PRIVILEGES AND RESPONSIBILITIES**

- 3.1 The Association shall represent and negotiate for all classified employees who are designated by the Employment Relations Board as members of the bargaining unit equally and without discrimination.
- 3.2 The Association or committees of the Association will be allowed the use of the facilities of District 8R for meetings with the approval of the appropriate administrator.
- 3.3 The Association will be allowed use of such office equipment as needed, excluding computer file servers and data bases, to provide ~~duplicating and~~ information to employees with the same provisions as outlined in Article 3.2.
- 3.4 The Association will be provided reasonable bulletin board space for classified personnel communications of a routine nature.
- 3.5 OSEA, Chapter 10, will be given a bank of eight (8) days (64 hours) with pay, to attend Association conferences or conventions directly related to their occupational interests. Permission for such leaves will be considered on the basis of the following:
  - A. Participation in the Association activity will be beneficial to the District and its programs.
  - B. Chapter officers will be given priority.
  - C. Absence of the staff member will result in minimum disruption of his/her District assignment.
  - D. Requests for leave should be submitted in writing to the administration approximately two (2) weeks before the date of leave. If approved, the employee shall receive compensation for the duration of the leave. Full pay shall be based on the scheduled working day(s) for the employee.
  - E. Additional Association paid release time for Association business shall be by mutual consent of the Association and the District. Requests for release time must be made 5 calendar days prior to the proposed leave date.
- 3.6 Negotiations and grievance matters shall normally occur outside the working day. A classified employee engaged in negotiations on behalf of the Association with any representative of the District or participating in any professional grievance negotiations during the school day shall be released from regular duty without loss of pay.
- 3.7 The Association will be consulted in the planning of the school calendar.
- 3.8 When an employee is working outside of the normal school hours, his/her supervisor shall allow an adjustment to their regular hours to accommodate the attendance of Association meetings.

**ARTICLE IV MANAGEMENT RIGHTS**

- 4.1 It is recognized that the Board has and will continue to retain the right and responsibility to operate and manage the school system and its programs, facilities, properties and educational activities of its employees.

- 4.2 Without limiting the generality of Article 3.1, it is expressly recognized that the Board's operational and managerial rights include:
- A. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close facilities;
  - B. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
  - C. The determination to manage and organize each school or facility in the system;
  - D. The maintenance of discipline and control, and use of the school system's property and facilities;
  - E. The determination of safety, health and property protection measures where legal responsibility of the District or another governmental entity is involved;
  - F. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
  - G. The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge, discipline, or transfer employees; and to promote employees to supervisory, management, or administrative positions;
  - H. The creation, combination, modification or elimination of any classified position;
  - I. The determination of the size of the work force, the allocation and assignment of work to employees, the establishment of quality standards and the evaluation of employee performance.
- 4.3 The District can act on functions and rights not specifically nullified by this Agreement.

#### **ARTICLE V EMPLOYEES**

- 5.1 As soon as practicable, new employees shall receive a copy of their Job Description, Collective Bargaining Agreement and Notification of Employment. A new employee will have a training period in which the job and required work standards are thoroughly explained and demonstrated by the lead person and/or appropriate personnel.
- 5.2 New Employee Orientation. A mutually agreed upon time will be set aside for employee orientation at the beginning of each new school year. If the Association representative is an employee of the District, the representative shall be given time to make a presentation.
- 5.3 Each employee hired into the bargaining unit shall serve a probationary period of six (6) months.
- The District shall have the right to terminate an employee any time during his/her probationary period. Termination shall not be subject to the dismissal procedure in the Agreement. Probationary employees shall be afforded all other rights under the Agreement.
- An employee must be evaluated no less than 30 days before the end of the probationary period.
- If the supervisor fails to evaluate, employment continues.
- 5.4 Each employee shall receive a minimum of one (1) formal evaluation each year from his/her immediate supervisor/administrator.

## **ARTICLE VI PERSONNEL RECORDS**

- 6.1 Excluding routine documents as identified in OAR 166-412-0010(7), the personnel records of an employee in the bargaining unit shall not include derogatory information that does not bear the employee's signature or initials indicating that the employee has been shown the material. If the employee has not initialed such material, a witness must verify that such material has been presented to the employee for examination. (An employee shall have the right to attach a written statement of explanation to any material which he/she believes to be incorrect or derogatory toward him/her.)
- 6.2 An employee's personnel records shall be available for inspection upon his/her request during regular office hours.
- 6.3 Material placed in the personnel records of an employee without following the above provisions of this Article will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the employee.

## **ARTICLE VII DISCIPLINE**

- 7.1 No employee who has successfully completed the probationary period shall be terminated or disciplined without due process.
- 7.2 If, in the opinion of the immediate supervisor, the employee's performance is unsatisfactory, the following procedure will be followed:
- A. Following a performance evaluation and determination that the employee's job performance is unsatisfactory, a plan of assistance will be developed for the employee indicating the job deficiencies and the action that the employee needs to take to improve his/her performance to a satisfactory level for each deficiency.
  - B. The plan of assistance will identify a reasonable length of time (not less than three (3) weeks) for the employee to improve his/her performance. During this time, periodic evaluations will be made and the employee informed of the results.
  - C. At the end of the evaluation period, the employee's performance will again be evaluated and a determination made as to whether or not performance has improved to a satisfactory level.
  - D. If the employee's performance has not improved to a satisfactory level, the employee's immediate supervisor may recommend suspension without pay, demotion, involuntary reassignment/transfer or dismissal. All information forming the basis of the dismissal action will be made available to the employee upon the employee's request.
  - E. Regular employees have the right to a dismissal, suspension, or demotion review under provisions of the formal grievance procedure included in this Agreement (Article VIII).
- 7.3 In the event of an allegation of misconduct, unless otherwise stipulated by state or federal law, the employee may be suspended with pay, immediately from employment until such charges are investigated by the District and a decision is made to continue or terminate employment. If the employee is cleared of the allegations of misconduct, the affected employee will be immediately reinstated without loss of pay or other benefits. If the allegations are upheld, the employee may be terminated. Investigation and a decision concerning the allegations of the suspended employee will not exceed fifteen (15) working days from time of suspension.

- 7.4 The employee shall have the right to have a representative of his/her choice at any meeting with a supervisor or the Board in which the employee believes might result in discipline. The employee will be given advanced notice to obtain representation.
- 7.5 Upon request, the employee will be granted a hearing before the Board as described in Article 8.4D.
- 7.6 Verbal Reprimand/Criticism. A verbal reprimand will be made in confidence and not in the presence of others. (If an employee feels he/she must criticize his/her supervisor, the criticism will be made in confidence and not in the presence of others.)

#### **ARTICLE VIII GRIEVANCE PROCEDURE**

- 8.1 For the purpose of this article:
- A. A grievance is a claim by a classified employee or the Association based upon the interpretation, application, or violation of this Agreement.
  - B. An aggrieved is a classified employee, group of classified employees or the Association filing the grievance.
  - C. Days are the days the District is open for business.
- 8.2 There shall be no restraint, coercion, interference, discrimination or reprisal exerted by either party on any employee concerning the filing of a grievance.
- 8.3 A grievance relates to a claim of improper and/or inequitable application or interpretation of the Agreement. The authority to resolve grievances at the District level lies within the province of the Board. This procedure is provided as a proper channel for adjustment of grievances.
- 8.4 Grievances shall be processed as rapidly as possible. The number of days indicated at each step are District business days and shall be considered as maximum. Under unusual circumstances, time limits may be extended by mutual consent of both parties.
- A. Step One  
 Informal Conference: An employee who has a grievance may notify his/her immediate administrative supervisor (hereinafter called "Administrator"). The administrator and the aggrieved shall identify the problem, clarify the conditions related to it and attempt to resolve the problem in an informal manner.
  - B. Step Two  
 The aggrieved may, within five (5) days following the informal conference, state the grievance in writing and the administrator shall respond with his/her decision to the grievance in writing within 5 days.
  - C. Step Three  
 Appeal to the Superintendent or his/her designated representative: The aggrieved may appeal the decision rendered under Step Two to the Superintendent. Such an appeal shall be filed within ten (10) days after the aggrieved receives the written decision as provided under Step Two. The Superintendent or his/her designated representative shall render a decision in writing within five (5) days after the appeal is filed. (This time limit shall be extended to ten

(10) days if the Superintendent or his/her designated representative chooses to hold a hearing.)

D. Step Four

Appeal to the Board: The aggrieved may, within ten (10) days following receipt of the decision under Step Three, appeal to the Board. The Board shall grant a hearing within twelve (12) days and deliver their decision in writing within three (3) days following the hearing.

- 8.5 Right of Representation - At Step One, the aggrieved employee shall be entitled to be accompanied by and/or be represented by a member of the Association. At Step Two and each subsequent step, the aggrieved shall be entitled to be accompanied by and/or be represented by up to two (2) persons of his/her choice.
- 8.6 Time Limit for Initiating Proceedings-If the initial request for review of a grievance is not made within twenty (20) calendar days after the act or conditions on which the grievance is based became known, the grievance shall be considered as waived.
- 8.7 Group Grievance-If two (2) or more classified employees have the same grievance, a group grievance may be presented and processed as a single grievance under these provisions.
- 8.8 Disposition of Records-All documents, communications, and records dealing with the processing of grievances shall be filed separately from personnel files of the aggrieved.

**ARTICLE IX SALARY**

~~9.1 An employee who works more than six hours per is entitled to one (1) ten-minute break at approximately two hours after starting work, and one (1) ten-minute break approximately two hours before the end of the shift. Four, five or six-hour employees will be granted one (1) ten-minute break per shift. The 30-minute duty free lunch period will not be included in the hours worked for pay purposes. When an employee must perform a work task during his/her lunch period, he/she will be allowed to leave his/her duties early (the same amount of time as his/her lunch period) that same day, or at some other time as mutually agreed upon by the employee and his/her supervisor in writing.~~

Comment [WS1]: Moved to 11.7

~~9.29.1~~ Salaries for the classified employees in the bargaining unit are indicated in the attached salary schedule (Appendix A) and by this reference incorporated herein.

~~9.39.2~~ ~~Employees who are nearing or at the end of the 2003-2006 salary schedule and earning more than the new salary schedule (Appendix A) will receive a 2% increase for year one and Employees not placed on the current salary schedule due to previous agreements will receive the same increase~~ ~~the provided to their category salary schedule receives in subsequent years.~~

~~9.49.3~~ Salaries, as indicated on the salary schedule, shall be for the term of this Agreement.

~~9.59.4~~ After serving at least one year on step 8 and after serving nine consecutive years in the district, the employee will be awarded \$.12 per hour longevity starting the following fiscal year. After 14 years, longevity increases to \$.15 per hour. After 19 years, longevity increases to \$.18 per hour. Longevity awards do not apply to vacation pay. Those employees who were not placed on the salary schedule (See ~~9.23~~), will be considered to be on Step 8 for longevity purposes only.

~~9.69.5~~ All working periods will be listed on the Classified Employee Notification.

~~9.79.6~~ All hourly rates of pay will be converted to annual totals and pro-rated over each employee's working months to enable all employees in the bargaining unit to receive a balanced paycheck.

- ~~9-89.7~~ Promotion: Promotion shall be defined as the movement of an employee, upon the recommendation of his/her supervisor, from one category to another. An employee promoted by the District to a higher category shall be moved to the new step in the new category that is the next higher than his/her present rate, or the first step on the new salary range, whichever is higher. All promotion recommendations shall be submitted to the personnel office by April 15, and if approved, will take effect on July 1 of the ensuing school year. The following positions will be covered under this language:

Maintenance I and Maintenance II  
Groundsperson I and Groundsperson II

- ~~9-99.8~~ Upward Transfer: Employees who transfer to a higher category will be placed at the next higher step that is at least 25 cents per hour more than his/her current rate of pay. For example: An employee is at Category A, Step 4 and transfers to Category B, the next higher step that is at least 25 cents per hour more than his/her rate of pay is Step 2. This is based on the current Salary Schedule (Appendix A).

- ~~9-109.9~~ Voluntary Downward Transfer: Employees who choose to transfer to a position that is at a lower rate of pay will move to the same step in that new category. For example, if an employee is at a Category C, Step 5 and transfers to a position in Category A, he/she will move to Step 5 of that new category.

- ~~9-149.10~~ Employees will move to the new salary schedule (Appendix A) effective July 1.

The following criteria will be used to determine an employee's advancement on the salary schedule:

A. Performance standards to use in the yearly evaluation will be identified in the employee's job description. The employee will sign the job description upon beginning employment or when there is a change in the job description.

B. In the fall, yearly performance goals will be set with the supervisor for the employee at a performance goal meeting.

C. By June 1, the employee shall receive his/her evaluation on the performance standards and yearly performance goals.

G-D. Those employees hired on or after March 1<sup>st</sup> of the current school year will remain on the same step during the following school year.

- ~~9-129.11~~ Upon hiring a new employee with relevant work experience, the Assistant Superintendent/Human Resources may, at his/her discretion, place the new employee on any step up to and including Step 2.

- ~~9-139.12~~ Position Review: Where an employee believes his/her assigned job duties are significantly different than their job description, the employee may request a review of his/her position by submitting the Position Review Form to the Human Resources Department with a recommendation from his/her immediate supervisor. This review will be conducted by a four member committee comprised of District employees. Two members will be selected by the Association and two selected by the Assistant Superintendent/Human Resources.

Association employees assigned to the committee shall receive no additional compensation for serving on the committee.

The committee's decision will be based on information provided by the employee and the District. A majority vote confirming the request shall result in one of the following actions:

- A. The employee will be moved to a higher step within the Job Classification.
- B. The current position will be placed at a higher Job Classification.

The new placement on the Job Classification Schedule shall result in an increase of no less than \$0.25 (25 cents) an hour. The review shall not result in an employee being placed at a lower classification.

The decision of the committee is final and is not subject to the grievance process.

The committee shall provide the employee only an acceptance or denial of the review request. No explanation shall be given for the decision and the employee shall not solicit information about the committee's deliberations.

Review requests may be filed by an employee only once during the fiscal year and may not be filed during the first year of a new contract.

Requests filed before March 1<sup>st</sup> will be reviewed in the current fiscal year. The new salary adjustment will take effect within 60 calendar days of the committee's decision.

Requests filed and approved on or after March 1<sup>st</sup> will not result in a pay increase until the next fiscal year.

## **ARTICLE X SALARY ADJUSTMENTS**

- 10.1 In the event of adjustments to the school calendar, the salary of the classified personnel set forth in the salary schedule included in this Agreement shall be adjusted for the added or deleted days on the basis of the employee's daily rate under said salary schedule.
- 10.2 Personnel directly employed by the District shall be allowed overtime as follows: overtime shall be compensated for time worked in excess of forty (40) hours in any one week at not less than one and one-half (1½) times their regular rate of pay. ~~Such overtime may be allowed in compensatory time off at not less than time and a half for employees in excess of forty (40) hours in any one week. (If compensatory time cannot be given in the pay period that the overtime occurred, the employee must receive overtime pay unless mutually agreed upon by both parties and this agreement shall be in writing.)~~
- 10.3 An employee who is called back to work after working a regular eight (8) hour day, but prior to the beginning of the employee's next assigned shift, will be granted a minimum of two (2) hours overtime.
- 10.4 If an employee is subpoenaed to appear as a witness or is called to jury duty in a case in Court, the supervising administrator will authorize such absence without loss of pay provided that if the employee receives a fee for these services, the fee is deposited with the District's business office. A copy of the subpoena or notice should also be on file. Any travel expenses received shall be retained by the employee involved.
- 10.5 In the event school is closed due to inclement weather or emergencies, classified staff, other than designated classified personnel, shall not be required to report to work nor shall they suffer a loss

of pay. The District shall, however, have the right to require the employee to make up such days without additional compensation.

Designated classified personnel required to report to work on emergency closure days are Lead Secretaries, District Office Secretaries, Sub Caller/Food Service Bookkeeper, Grounds, Maintenance, Warehouse and Custodial Staff.

- 10.6 When temporarily replacing a classified employee whose position is in a higher category, the employee shall receive the rate of pay on the step in the higher category that is at least 25 cents per hour more than his/her current rate of pay. When temporarily replacing an employee whose position is in a lower category, the employee shall continue to receive his/her rate of pay.
- 10.7 Within 90 days of being assigned additional hour(s) to his/her regular workday, the employee will be issued a new Job Notification and he/she will receive insurance benefits based on the hours to be worked. If these additional hours are eliminated or reduced, they will not be considered a Reduction in Force or Layoff.

#### **ARTICLE XI WORK WEEK/VACANCIES**

~~11.1~~—The work week shall normally consist of five (5) consecutive ~~eight (8) hour~~ days beginning on Monday and ending on Friday. Adjustments to this schedule may be made to accommodate weekend facility use and/or alternative working conditions (ex. Tuesday through Saturday shifts, four day/ten hours per day schedules, etc). If alternative schedules are required, attempts will be made by the appropriate supervisor to seek out volunteers. If volunteers are not available the supervisor will attempt to rotate the alternative duties amongst the appropriate employee class. ~~Unless mutually agreed upon in writing by the employee and supervisor.~~

#### 11.1

11.2 When a vacancy occurs within the District in the bargaining unit, an employee who is part of that unit may bid for the open position given due regard to seniority (as specified in Article 19.2), skill and ability. An employee currently on a program of assistance is not eligible for transfer.

11.3 No employee will be granted a transfer until a minimum of one (1) formal evaluation by the supervisor has been completed. Normally, employees will not be granted more than two (2) transfers in any four (4) year period. Involuntary transfers will not be counted as one of the two transfers during any four year period. A move to a higher classification will not be considered as a transfer under this section.

11.4 In case of administrative transfers, employees shall be notified at least five (5) working days prior to the effective date.

11.5 The District shall make available to the Association President a written list of job openings to be posted for at least three (3) working days during the school year and for five (5) working days during the summer prior to advertising job openings publicly. After August 1<sup>st</sup>, notification for positions in Category A will revert to the three working day posting obligation. The District will establish a job vacancy phone line for the summer recess. Employees should call the dedicated telephone line for position vacancies during that time. No transfer will be denied because of the inability to get a supervisor's signature prior to the final date of the posting.

11.6 If the District determines subcontracting to be a reasonable consideration the Association will be notified in writing, and as defined by law, provided the opportunity to bargain (ORS 243.698).

#### ~~11.6~~11.7

An employee who works more than six hours per day is entitled to one (1) ten-minute break at approximately two hours after starting work, and one (1) ten-minute break approximately two hours before the end of the shift. ~~Four-, five- or six-hour em-~~

~~employees will be granted one (1) ten-minute break per shift. The 30-minute duty free lunch period will not be included in the hours worked for pay purposes. When an employee must perform a work task during his/her lunch period, he/she will be allowed to leave his/her duties early (the same amount of time as his/her lunch period) that same day, or at some other time as mutually agreed upon by the employee and his/her supervisor in writing.~~

44.711.8

## **ARTICLE XII PAYROLL PERIODS AND DEDUCTIONS**

- 12.1 Classified employees who have been employed by the District for thirty (30) days will be allowed to set up a mid-month draw to be effective for the full year. This election must be reported to the payroll clerk by the sixth (6th) of the month in which they will receive their first check. The maximum that they may draw is one-third (1/3) of their monthly gross pay. This election shall not be changed during the fiscal year.
- 12.2 The District agrees to deduct from the wages of each employee who has authorized the District, in writing, the payment of dues to the Association.
- 12.3 The District agrees to transmit the deducted dues as indicated in 12.23 to the central office of the Oregon School Employees Association.
- 12.4 All employees working less than a twelve (12) month and/or eight (8) hour day schedule will receive pro-rated benefits pertaining to this Agreement.
- 12.5 All employees in the bargaining unit who are not members of the Association shall have deducted from pay an amount equal to the appropriate Association dues. Dues collected from these employees shall be handled as directed by the Oregon Fair Share laws. Only employees with religious objections as defined by Oregon Fair Share Laws will be exempt from payment of dues to OSEA.

## **ARTICLE XIII LEAVES**

~~For article 13.2 and 13.3, "immediate family" is defined as follows: spouse, same sex domestic partner, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparents-in-law, grandchildren, grandchildren-in-law, foster children, step-parents, step-children, step-siblings and relatives, including wards..~~

- 13.1 **SICK LEAVE:** In accordance with State law, classified employees will accumulate one (1) day of sick leave per month up to: a minimum of ten (10) days for 9 and 10 month employees; a minimum of eleven (11) days for 11 month employees and a minimum of twelve (12) days for 12 month employees.

Unlimited accumulation of sick leave will be granted all employees. Transfer of sick leave will be according to State law.

An employee who has exhausted his/her two (2) days of Family Leave may use up to five (5) sick days a school year for a sick member of the immediate family as defined ~~in 13.2 above~~, if they reside with the employee.

Any employee absent because of illness for five (5) or more consecutive school days or who shows a pattern of sick leave which gives rise to a suspicion of abuse of the sick leave benefit will be required by their supervisor to file with the District Office a certificate from their physician at-

testing to such illness. Such physician's certificate may be required at the end of each payroll period during an extended absence.

- 13.2 DISTRICT FAMILY LEAVE: The District allows a maximum of two (2) days family leave per year, non-accumulative, for illness in the immediate family. ~~Immediate family is defined as spouse, children, mother, father, mother-in-law, father-in-law, sister, brother, grandchildren, step-children, and relatives (including wards) living in the immediate household.~~ During the first year of employment, the two (2) days will become effective after sixty (60) calendar days of employment. After the first year of employment, the two (2) days will be accumulated on the first day of employment of the new fiscal year.
- 13.3 BEREAVEMENT LEAVE: A classified employee will be granted up to a maximum of five (5) days' bereavement leave with full pay for each qualifying death in the immediate family during the school year. Members of the immediate family are defined ~~above and include as follows: spouse, father, father in law, mother, mother in law, brother, brother in law, sister, sister in law, son, son in law, daughter, daughter in law, step children, grandparents, grandparents in law, grandchildren, grandchildren in law, and relatives (including wards) living in immediate household.~~ One day bereavement leave for others not listed above may be granted. Bereavement leave is not accumulative.
- 13.4 PERSONAL LEAVE: ~~Two One-(+2) days~~ is/are allowed each year for the purpose of conducting personal business which cannot be accomplished during regular working hours. Personal Leave must be arranged through and approved 48 hours in advance by the employee's administrator/supervisor. ~~Leave not used may be carried over to the next year. However, carried over leave cannot be extended beyond one (1) year. At the conclusion of each school year the employee may carry forward no more than one unused personal leave day of the two (2) leave days allotted. In the case where the remaining personal day was not used during the course of the school year, the employee will be compensated at the substitute rate of pay for the unused day. Personal leave will be permitted to accumulative to five (5) days.~~
- 13.5 DISABILITY LEAVE: Disability Leave will be administered according to District Policy.
- 13.6 EDUCATION LEAVE: The District agrees to reimburse all tuition for classes, workshops, seminars, conferences, courses and training taken by an employee when required or approved by the District. The District will grant pay at the rate equal to his/her regular pay for the days an employee spends at classes, workshops, in-services, seminars, conferences, courses and training when required to be taken by the District on non-work days.
- 13.7 LEAVE BANK: A bank of twenty (20) days a year, accumulative, will be granted to the Association for the purpose of giving extra leave days to a classified employee(s) who, under extenuating circumstances, has exhausted his/her Leave Benefits or for additional leave for illness or death in the family to any applying employee(s) whose circumstances, such as distance or unusual duress, so warrants. The decision to grant a qualified employee a determined amount of leave time under this section shall be decided by the Association's executive board. These days shall be granted to employees during the last pay period of the school year.

#### ARTICLE XIV HOLIDAYS

- 14.1 Paid holidays for classified employees shall be:

##### Twelve Month Employees

New Year's Day  
Memorial Day  
Independence Day  
Labor Day

##### Less than Twelve Month Employees

Memorial Day  
Labor Day  
Veterans' Day  
Thanksgiving Day

Veterans' Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Day

Day after Thanksgiving

A holiday which falls on a weekend shall be adjusted as required by ORS 187.010 (2).

14.2 Employees in the bargaining unit shall be compensated for a holiday as though they had worked a regular schedule for the day. If an employee is required to work on any of the above named holidays, he/she shall receive the overtime rate for all hours worked in addition to his/her regular holiday pay.

**ARTICLE XV VACATIONS**

15.1 Vacations will be according to the following schedule:

Completed Years of Service W/District	1-	5	6	7	8	9	10	11	12	13	14	15
Months Worked	-12	10	11	12	13	14	15	16	17	18	19	20
	-11	9	10	11	12	13	14	15	16	17	18	19
	-10	8	9	10	11	12	13	14	15	16	17	18
	- 9	7	8	9	10	11	12	13	14	15	16	17

<u>Base Days</u>	<u>Months</u>
262 & Above	12 month employee
240 – 262	12 month employee
218 – 239	11 month employee
196 – 217	10 month employee
0 – 195	9 month employee

- 15.2 Length of vacation day will be equivalent to length of the employee's working day.
- 15.3 Employees working less than twelve months will take their vacations during the summer recess and will receive accrued vacation pay due them at the end of the school year.
- 15.4 Twelve month employees will take their vacation upon prior approval of their supervisor. Permission shall not be unreasonably withheld. Employees will be allowed to carry forward not more than ten (10) days of vacation into the subsequent fiscal year and will be reimbursed for the unused vacation days over the ten. The reimbursement for unused vacation days will occur on the employees' final pay in June of each year.
- 15.5 All new employees will receive a pro-rated vacation the first year.
- 15.6 Employees who have completed three (3) consecutive years or longer will receive pro-rated vacation pay upon termination.

**ARTICLE XVI INSURANCE**

16.1 The District will purchase coverage for each qualifying member of the Association. The District will provide a maximum contribution of ~~\$941.38~~\$1,100.00 for 2006-07 ~~10~~10 each month for the purpose of offsetting the costs of medical insurance benefits, vision, dental, orthodontia, and family dependent life as agreed upon by the District and the Association. The maximum contribution will in-

crease ~~4.2%~~ for 2007-10-0811 (~~\$979,041,122.00~~) and ~~4.2%~~ for 200811-0912 (~~\$1,018,201,144.00~~). Medical insurance only will be pro-rated in accordance with Article 12.54.

~~The District agrees to allow classified employees to have a second option on a health plan that is a lesser plan than the first option. Should enrollment drop below the minimum number required by the insuring company or other problems arise outside the control of the District, the District will not be responsible for plan changes made by OEGB or their providers to maintain the availability of the plan to the members.~~

- 16.2 The annuity option will be grand-fathered only for those employees presently not enrolled for any Medical coverage and the amount will be frozen at the present level. New employees will not have any annuity option.
- 16.3 Returning employees enrolled in the program who do not work twelve (12) months will receive the specified benefit under the above program from July 1 provided they sign an agreement to return to the position the next school year. If the employee does not return, these benefits shall be re-funded to the District.
- 16.4 Terminating employees who have been employed six (6) months or longer shall have 30 days continued benefits from the date of the last paycheck. Employees of less than six months duration will have benefits canceled immediately upon termination.

16.5 If an employee dies during a respective contract year, the medical/annuity contributions shall be made payable to the survivors through the carrier. Such payments shall continue through September 30 of the following school year. This is subject to the provisions of the insurance carrier.

~~16.5~~ 16.6 For Article 16.7, "maximum District contribution amount" will be defined as follows: the maximum allowable insurance benefit available to an employee in accordance with Article 12.4 and 16.1.

16.7 Subject to the rules and regulations of the insurance carrier, the Oregon Educator Benefits Board (OEGB), and the Internal Revenue Service (state and federal), eligible employees who choose health (medical, dental and/or vision) insurance plans with a total monthly premium cost that is at least \$50 less than the employee's maximum District contribution amount may receive up to 55% of the difference between the actual premium cost and the employee's maximum District contribution amount as a contribution toward a Health Reimbursement Arrangement (HRA) for which the employee is qualified and eligible unless such contribution would create disadvantageous tax consequences for the District or the employee.

~~Subject to the rules and regulations of the insurance carrier, OEGB, and the IRS, eligible employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage. Employees who opt-out of health insurance coverage, and who are otherwise eligible for a District contribution toward insurance premiums, may receive 55% of the employee's maximum District insurance contribution as a contribution toward a District Sponsored Health Reimbursement Arrangement (HRA) as long as such contribution would not create disadvantageous tax consequences for the District or the employee.~~

~~Eligible employees who do not maintain and provide proof annually of another employer-sponsored group medical plan will not be permitted to opt-out of District-sponsored group insurance coverage.~~

46.6

## **ARTICLE XVII RETIREMENT BENEFITS**

- 17.1 For the purpose of determining retirement benefits, the transfer of sick leave will be according to State law.
- 17.2 All classified employees' retirement share of the PERS shall be paid by the District.
- 17.3 An early retirement incentive will include:
- A. Eligibility: An employee hired prior to July 1, 2003, with ten or more years of continuous service with the District immediately preceding his/her retirement shall be eligible for the following benefit if they are 55 or more years of age or have at least 30 years of creditable service in the Public Employees Retirement System (PERS).
  - B. Benefit: Two party medical insurance for the employee and spouse under the District's group insurance program. The District will pay for such coverage for a period of up to seven (7) years but not later than the month in which the retired employee reaches age 65 or qualifies for the Federal Social Security Medical Coverage and/or unreduced Social Security retirement benefits, whichever is earlier.
- In the event of the death of the retired employee prior to both age 65 and coverage under Medicare, the District, if the surviving spouse of the retired employee is at the time of the death not covered by Medicare, shall pay the monthly premium incident to covering such spouse until such time as the retired employee would have become 65 years of age or the spouse becomes covered by Medicare, whichever occurs first. This is subject to the provisions of the insurance carrier.
- There is no annuity option in lieu of medical insurance coverage under the retirement program.
- A. Notice: An employee planning to take early retirement through this Article must give notice to the Superintendent of Schools at least sixty (60) calendar days prior to his/her retirement date.
- 17.4 Classified employees who retire after November 30, with a favorable recommendation from their supervisor or principal, shall be allowed to remain in their current position at their pay level until the end of their working year. Upon retiring, the employee is eligible for only those leave benefits which are entitled by state or federal statutes. The employee shall remain in the Association until he or she terminates employment with the District.

#### **ARTICLE XVIII TRAVEL AND PER DIEM**

- 18.1 Approved travel and per diem rates shall be reimbursed at the established District rate.
- 18.2 Employees, when authorized to use their private vehicle for District business, will be reimbursed at the established District rate.

#### **ARTICLE XIX REDUCTION IN FORCE**

- 19.1 In the event it becomes necessary to reduce the work force, employees shall be laid off in the inverse order in which they were hired. When forces again increase, employees shall be returned in the inverse order in which they were laid off and as described in paragraphs 19.2 through 19.8.
- 19.2 District seniority shall be defined as the total length of service as a classified employee within the District from the date of hire. Job classification seniority shall be defined as the total length of service within a designated job classification, as described in Appendix C. For accounting purposes, all authorized paid leave will be counted towards seniority; authorized unpaid leaves of absence, in excess of 30 working days, will not count towards seniority and will not break seniority.

Employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.

- 19.3 When reduction in force occurs within the bargaining unit, the Association and those employees affected will be notified at least two (2) weeks prior to the layoff.
- 19.4 Layoff of bargaining unit employees will be based upon job classification seniority, and such layoff will occur by classification (Appendix C). Laid off employees will not be paid any salary or benefits during the period of layoff. If an employee is laid off without advance written notice, he/she shall receive two (2) weeks' severance pay. A laid off employee may, at his/her own expense, continue insurance coverage under COBRA.
- 19.5 A laid off employee who previously worked in a different classification for the District within the definition of seniority in paragraph 19.2 may assume a present position in another classification previously held as long as these conditions are met:
- A. The laid off employee has greater job classification seniority. In the event of two (2) or more employees having equal job classification seniority, District seniority will prevail.
  - B. The laid off employee has the qualifications, skills, and abilities to perform the current job in that classification as determined by the District;
  - C. The laid off employee had satisfactory evaluations while employed in the previous job classification.
- ~~19.6—Recall: Recall rights shall exist for 12 months from the date of layoff. Any laid off employee not recalled according to procedure within the 12 months will be deemed to have resigned in good standing.~~
- 19.6
- 19.7 Whenever the District determines that a regular vacancy exists within a classification which has experienced layoff (within the last 12 months), laid off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid off employee. The laid off employee will have ten (10) workdays to accept the recall notice. Recall rights will be forfeited if:
- A. The employee fails to accept the position within ten (10) workdays of the time the notice was mailed;
  - B. The employee fails to accept recall to a substantially equivalent position to that held immediately before layoff, or a position for which the employee is qualified and has appropriate skills and ability.
- 19.8 If no laid off employee has accepted the recall by classification, all other laid off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in his/her own classification.

## **ARTICLE XX STRIKE PROVISION**

- 20.1 The Association and classified personnel will act in conformance with the provisions of State Law governing strikes. Neither the Association nor the classified personnel represented thereby will authorize, cause, engage in or sanction any form of concerted work stoppage or slow down during the term of this Agreement. In the event of a teacher's strike, there shall be no lock out of classi-

fied employees. Classified employees will continue to report for work or be deemed on strike in violation of this Agreement.

**ARTICLE XXI DURATION AND EFFECT OF COLLECTIVE BARGAINING AGREEMENT**

- 21.1 Except as otherwise expressly provided herein, this Collective Bargaining Agreement shall be effective as of July 1, 200~~9~~<sup>6</sup> and shall continue in effect through the 30th day of June, 20~~09~~<sup>12</sup>. Upon expiration of this Agreement and until a new Agreement is agreed to, the fringe benefits identified in this document shall continue uninterrupted until subsequent agreement is achieved.
- 21.2 It is understood that both parties had the opportunity to make proposals and counter-proposals on all negotiable issues during negotiations and that this written Agreement reached as the result represents the total of all understandings between the parties for the term of the Agreement, thus negating all past practices or agreements. On matters of mutual concern, as they relate to the interim bargaining law, this Agreement may be added to, deleted from or modified only through the voluntary mutual consent of the parties, and any agreement so reached shall be reduced to writing and signed by the parties as an amendment to this Agreement. No other agreement will conflict with this Agreement.
- 21.3 Except as otherwise provided in this Agreement, should any article, section or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement. Only the subjects of the deleted provisions, and the also affected provisions shall be subject to further collective bargaining during the term of this Agreement.

COLLECTIVE BARGAINING AGREEMENT

Between

HERMISTON SCHOOL DISTRICT 8R

and

OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 10

This Collective Bargaining Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200~~9~~<sup>6</sup>, by the Oregon School Employees Association, Chapter 10, hereafter referred to as the "Association" and the Board of Education of School District 8R, hereafter referred to as the "Board".

The parties hereto agree to be bound by the covenants set forth on this page and in the following attached pages.

The parties hereby affix their signatures as of the date first above written.

\_\_\_\_\_ Date \_\_\_\_\_  
School Board Representative

\_\_\_\_\_ Date \_\_\_\_\_  
Association President

**APPENDIX A  
SALARY SCHEDULE**

<b>2006-07</b>								
	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8
Category A	8.29	8.70	9.14	9.60	10.08	10.58	11.11	11.66
B	9.47	9.94	10.44	10.96	11.51	12.09	12.69	13.33
C	9.93	10.43	10.95	11.50	12.07	12.67	13.31	13.97
D	10.37	10.89	11.43	12.00	12.60	13.24	13.90	14.59
E	10.45	10.97	11.52	12.10	12.70	13.34	14.00	14.70
F	12.61	13.24	13.90	14.60	15.33	16.09	16.90	17.74
<b>2007-08</b>								
	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8
Category A	8.37	8.79	9.23	9.69	10.18	10.69	11.22	11.78
B	9.56	10.04	10.55	11.07	11.63	12.21	12.82	13.46
C	10.03	10.53	11.06	11.61	12.19	12.80	13.44	14.11
D	10.47	11.00	11.55	12.12	12.73	13.37	14.04	14.74
E	10.55	11.08	11.64	12.22	12.83	13.47	14.14	14.85
F	12.74	13.37	14.04	14.74	15.48	16.25	17.07	17.92
<b>2008-09</b>								
	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8
Category A	8.46	8.88	9.32	9.79	10.28	10.79	11.33	11.90
B	9.66	10.14	10.65	11.18	11.74	12.33	12.95	13.59
C	10.13	10.64	11.17	11.73	12.31	12.93	13.57	14.25
D	10.58	11.11	11.66	12.25	12.86	13.50	14.18	14.88
E	10.66	11.19	11.75	12.34	12.96	13.61	14.29	15.00
F	12.86	13.51	14.18	14.89	15.64	16.42	17.24	18.10

<b>2009-2010</b>	<b>CATEGORIES</b>						
	<b>A-1</b>	<b>A-2</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
STEP 1	8.80	9.00	9.95	10.33	10.79	10.87	13.12
STEP 2	9.24	9.44	10.44	10.85	11.33	11.41	13.78
STEP 3	9.69	9.89	10.97	11.39	11.89	11.99	14.46
STEP 4	10.18	10.38	11.52	11.96	12.50	12.59	15.19
STEP 5	10.69	10.89	12.09	12.56	13.12	13.22	15.95
STEP 6	11.22	11.42	12.70	13.19	13.77	13.88	16.75
STEP 7	11.78	11.98	13.34	13.84	14.46	14.58	17.58
STEP 8	12.38	12.58	14.00	14.54	15.18	15.30	18.46
<b>2010-2011</b>	<b>CATEGORIES</b>						
	<b>A-1</b>	<b>A-2</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
STEP 1	8.98	9.18	10.10	10.43	10.90	10.98	13.25
STEP 2	9.42	9.62	10.60	10.96	11.44	11.52	13.92
STEP 3	9.88	10.08	11.13	11.50	12.01	12.11	14.60
STEP 4	10.38	10.58	11.69	12.08	12.63	12.72	15.34
STEP 5	10.90	11.10	12.27	12.69	13.25	13.35	16.11
STEP 6	11.44	11.64	12.89	13.32	13.91	14.02	16.92
STEP 7	12.02	12.22	13.54	13.98	14.60	14.73	17.76
STEP 8	12.63	12.83	14.21	14.69	15.33	15.45	18.64
<b>2011-2012</b>	<b>CATEGORIES</b>						
	<b>A-1</b>	<b>A-2</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
STEP 1	9.16	9.36	10.25	10.53	11.01	11.09	13.38
STEP 2	9.61	9.81	10.76	11.07	11.55	11.64	14.06
STEP 3	10.08	10.28	11.30	11.62	12.13	12.23	14.75
STEP 4	10.59	10.79	11.87	12.20	12.76	12.85	15.49
STEP 5	11.12	11.32	12.45	12.82	13.38	13.48	16.27
STEP 6	11.67	11.87	13.08	13.45	14.05	14.16	17.09
STEP 7	12.26	12.46	13.74	14.12	14.75	14.88	17.94
STEP 8	12.88	13.08	14.42	14.84	15.48	15.60	18.83

**APPENDIX B**  
HERMISTON SCHOOL DISTRICT 8R

CLASSIFIED EMPLOYEES  
JOB CATEGORY SCHEDULE

Category A-1

Assistants  
Education  
ELL  
Special Education  
Title I  
~~Media~~  
~~Office~~  
~~Department~~  
~~Administrative~~  
H.S. Print Shop Operator

Category A-2

Assistants  
~~Special Education – Assigned full  
time to Behavior Classrooms(ex. CREW, TEAM, &  
ABLE) & Life Skills Classroom(Assigned to severe-  
ly handicapped students)~~  
~~Media~~  
~~Office~~  
~~Administrative~~  
H.S. Print Shop Operator

Category B

Secretary  
Attendance  
Counseling  
High School Curriculum  
Nurse  
Special Ed/Counseling  
Special Education  
Custodian  
Grounds I

Category C

~~Elementary Lead Secretary~~  
~~Elementary Lead Custodian~~  
~~Bookkeeper~~  
Sub Caller  
Home Liaison  
Campus Monitor

Category D

Secretaries:  
~~Elementary School Lead~~  
~~Middle School Lead~~  
~~High School Lead~~  
~~Program~~  
Maintenance Lead  
District Activities & Athletics  
Elementary Lead Custodian  
Middle School Lead Custodian  
~~Bookkeeper~~  
Grounds II

**Category E**

Maintenance I  
Warehouseman  
High School Lead Custodian  
Program Secretary

**Category F**

Maintenance II  
Lead Warehouseman  
Student Services Technician

**APPENDIX C**

Classifications As Related to Reduction in Force

Classification A

Education Assistants  
Title I Assistants  
Special Education Assistants  
ELL Assistants  
~~Waterford Assistants~~  
Media Assistants  
Office Assistants  
Print Shop

Classification B

Administrative Assistants  
Counseling Secretaries  
Special Education Secretaries  
Attendance Secretaries

Liaisons  
Special Education/Counseling Secretaries-Elementary

Classification C

Lead Secretaries  
Bookkeepers  
~~Information Operator~~  
Director Secretaries  
Athletic/Activities Director Secretary\_\_\_\_  
~~Student Services Technician~~

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Classification D

Custodians  
Maintenance  
Grounds

Classification E

Lead Custodians  
Warehouseman  
Lead Warehouseman

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**COLLECTIVE BARGAINING AGREEMENT**

**between**

**HERMISTON SCHOOL DISTRICT 8R**

and the

**OREGON SCHOOL EMPLOYEES ASSN.**

**CHAPTER 10**

**20096-200710**

**200710-200811**

**200811-200912**