

VERNONIA SCHOOL DISTRICT 47J

CLASSIFIED

COLLECTIVE

BARGAINING AGREEMENT

2017 - 2020

BETWEEN

ADMINISTRATIVE SCHOOL DISTRICT 47J

AND

OSEA CHAPTER NO. 67

VERNONIA OR 97064

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PREAMBLE

This Agreement is entered into between the Board of Directors on behalf of Administrative School District 47J, Vernonia, Columbia County, Oregon, hereinafter referred to as the "District" or the "Board" and the Oregon School Employees Association, Chapter No. 67, hereinafter referred to as the "Association".

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters subject to negotiations pertaining to wages, hours and conditions of employment for all classified employees included in the bargaining unit.

ARTICLE 1 - RECOGNITION

- 1.1 The District recognizes the Association as the exclusive bargaining representative for all classified employees in the unit that have not been specifically excluded as indicated in 1.2
- 1.2 The purpose of this Article is to recognize the right of the Association to represent classified employees in representation matters and negotiations with the District. Granting such recognition is not to be construed as obligating the District in any way to continue any functions or policies other than what is established by this contract. The District reserves the exclusive right to create, combine or eliminate any positions as, in its judgment, is deemed in the interest of the District.
- 1.3 The Maintenance Supervisor for the School District, Food Service Manager, district office personnel and all temporary and substitute employees are specifically excluded from the bargaining unit. For purposes of this Agreement, substitute and temporary employees are as defined below:
 - A. Substitute: A person who temporarily replaces a regular classified employee on an excused absence (sick leave, vacation, etc.) or is filling in a vacant position during the replacement hiring process.
 - B. Temporary Employee: A "temporary employee" is defined as an employee hired to perform duties which may arise from unforeseen enrollment increases or extraordinary duties not normally performed by members of the bargaining unit.
 1. In the event a temporary position is anticipated to or in fact does exceed 60 calendar days the District agrees to post the position as a regular job in the Bargaining Unit as required by Article 6. The posting for the position will be made prior to the end of the 60 calendar day time period.
 2. By mutual agreement and on a case by case basis the Association and District agree that certain "temporary" positions will be allowed to extend beyond the 60 days, without posting as a regular position; however they shall never exceed the current school year.
- 1.4 The District shall have the right to contract or subcontract specialized work such as electrical, plumbing, masonry, roofing or other areas. It is not the intent of the District to reduce contracted work hours of members of the unit through such contracting or subcontracting. It is understood that there shall be no obligation to bargain with respect to the above District decisions, nor with respect to the impact of such decisions.
- 1.5 Unit members who are available and qualified will be given consideration when supplemental and/or specialized work is available. However, it is understood that the District reserves the right to employ the best-qualified candidate(s).
- 1.6 Student Specific Employee: A "student specific employee" is an employee who has been assigned to work with an individual student. When it is known in advance that that student will be absent then

the assigned employee will be notified not to come in to work. If the employee is not notified at least 12 hours in advance then the employee will report to work and be assigned elsewhere for the day. If the student to whom an employee is assigned leaves the district then the district would institute a layoff.

ARTICLE 2 - MANAGEMENT

- 2.1 The District shall retain all functions, rights, powers and authority not specifically abridged, delegated, modified or nullified by this Agreement.
- 2.2 The District will encourage employee participation in policy formulation as specified in District policies and regulations.

ARTICLE 3 - ASSOCIATION DUES - SALARY DEDUCTIONS

- 3.1 In addition to the payroll deductions required by law and administrative regulations, the following items will be approved by the District for payroll withholdings at the option of the individual employees.
 - A.. Employee contributions/premiums for District approved insurance programs and investment and Section 125 for medical insurance premiums.
 - B. Payments to the OnPoint Credit Union or Wauna Federal Credit Union provided they are for a set sum.
- 3.2 Classified employees who are members of the Association may have deducted from their pay an amount equal to the Association dues. Authorization shall be in writing by each employee on the form provided by the Association.
- 3.3 All regular classified employees of the District who have not been specifically excluded from the bargaining unit by the provisions of Article 1.2 and who are not members of the Association shall have deducted from their pay an amount equal to the Association dues, this shall be known as Fair Share. Those employees having bona fide religious objections will be allowed to donate their payment to the Vernonia Alumni Scholarship Fund or to a non-religious charity as agreed upon by that employee and the Association in accordance with ORS 243.666.
- 3.4 The District agrees to transmit the dues deducted with a check off list and the amount of "fair share" due to the Association to the State Office of the Oregon School Employees Association by the fifteenth of the month following payroll deduction.

ARTICLE 4 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 4.1 Employees shall have the right to join the Association, but membership in the Association shall not be required as a condition of employment.
- 4.2 All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.
- 4.3 The Association and its members, as a group or as individuals, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work

during scheduled working hours.

- 4.4 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in all other paragraphs of this Article shall not be limited or affected by the subject matter involved in the dispute giving rise to the stoppage or whether such matter is or is not subject to the grievance provisions of this Agreement.
- 4.5 The District will not lock out employees during the term of this Agreement.
- 4.6 Except as provided in this Article, the internal business of the Association shall be conducted by the employees during their non-duty hours. Upon request to and the approval of the employee's immediate supervisor, the employee may attend Association meetings during duty hours. In the event a supervisor denies this request; an appeal can be made with the Superintendent by the Association. For meetings during Non-Student contact hours, there shall be no requirement that time will be made up, except as noted. Such approval will not be granted more than once in any month. Duty time lost in excess of one hour per month due to attendance at Association meetings shall be made up. The District will not incur any overtime obligation as a result of this provision.
- 4.7 The Association shall provide the School District in writing of the names of the newly elected officers before they take office.
- 4.8 The Association shall be allowed the use of facilities of the District for Association meetings and such office equipment as required to provide duplicated materials and information to the employees represented. The use of such facilities and/or equipment shall not conflict with normal use and function within the District and must be prearranged with and approved by the administrator responsible for that area. Costs of supplies used will be the Association's responsibility.
- 4.9 The District will provide each employee in the bargaining unit with a copy of this Agreement after the agreement has been ratified and signed by both parties. New employees will be provided individual copies at the time of employment.
- 4.10 The Association will be allowed access to public information as provided for in ORS 192.410 through 192.500. Costs incurred for above-normal clerical time and/or supplies required to meet Association requests will be borne by the Association. The Association's local chapter president will be included on the District's list of personnel to receive Board agendas, un-approved minutes of meetings and other items of general circulation.
- 4.11 Employees mailboxes may be used to distribute Association information to employees in the bargaining unit. The District agrees to provide bulletin board space for the Association in each building in the District where bargaining unit employees may be located.

HEALTH AND SAFETY

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

Any employee, who is required to work in any situation considered hazardous by the district, shall receive proper training for such duties and/or situations. Training and any associated costs for

training including travel, lodging, per-diem and overtime shall be paid for by the District in accordance with State and Federal Law.

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

In the event any bargaining unit employee suffers an injury due to attack, assault, overt physical act of violence, or inappropriate physical contact by a student of the district, the employee shall not be required to work with that student until such time that the employee and/or union representative and the building principal and/or special education director have met and conferred about a solution to the issue. The administration will then establish a reasonable solution to the issue and notify the employee of the resolution

Any incidents as described in this section shall be reported to the District Safety Committee.

ARTICLE 5 - LAYOFF AND RECALL

- 5.1 Seniority shall be defined as the total length of service within the school district as a classified employee from the most recent date of hire. For the purpose of computing seniority all authorized paid leave, including leave resulting from work-related compensable illness or injury where an employee is receiving some District sick leave pay, will be counted towards seniority. Authorized, unpaid leaves of absence in excess of thirty (30) consecutive days will not count towards seniority (except for FMLA/OFLA), but will not constitute a break in seniority. Employees who are laid off as a result of a reduction in positions and who are subsequently reinstated shall retain their full seniority except for the period of layoff. Layoff means any temporary or indefinite separation from a classified employee position or reduction of an employee's hours.
- 5.2 When the District determines a layoff is necessary within the bargaining unit, the Association and those employees affected will be notified at least 14 calendar days in advance, if possible. The layoff notice will include the specific date the layoff is to be effective.
 - A. Layoffs shall be in accordance with the following sequential procedure:
 1. The district shall determine the number of classified positions to be eliminated or reduced based on program need(s).
 2. The least senior employee(s) in the classification will be laid off.
 3. The district shall then determine the working assignments of the remaining employees within the classification.
- 5.3 An employee laid off under the provisions of this Article shall be allowed to retreat to a formerly held position in the District, or to a lower paid position in which they may be qualified, as determined by the District providing such retreating employee has greater seniority than the employee presently holding that position. The employee whose position is taken by a retreating employee due to layoff shall also have the right to retreat to a formerly held position under the same provisions as listed above. An employee may not bump up in classification above the position he/she holds or has previously held.
- 5.4 The District agrees that, for a period of twenty-seven (27) months, no new employees shall be hired within a classification until all the laid-off employees in that classification have had an opportunity to return to the active work force following a layoff. Prior to recall the District will consider the merit and competence of the employees previous employment record. Any employee not recalled in seniority because of previous work history will be subject to discussions between the employer

and the union before final action has been taken by the District.

- A. Whenever the District determines that a regular vacancy either temporary or permanent exists within a classification, which has experienced a layoff (within the last 27 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 from receipt of the certified notice to respond to the recall notice. Failure to respond within the ten (10) days by accepting or rejecting the recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation. There is no requirement to accept recall.
- B. No new employees will be hired into classifications from which employees are laid off and for which they remain qualified and eligible for recall.
- C. If no laid-off employee has responded to the recall by classification, or if no further laid-off employees exist from the classification, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employee's right to recall in his/her own classification.

ARTICLE 6 - VACANCIES

- 6.1 Whenever a vacancy exists within the positions covered by this Agreement, the District shall make available to the Association notification of such vacancy or vacancies. The notification shall be given not less than 10 days prior to the closing for applications. In addition, notice of all job openings shall be posted in the administration building and all staff rooms. The listing shall include the location, shift, range or wage scale.
- 6.2 When a vacancy occurs or a new position is created within the District in the bargaining unit, an employee who is a part of that unit may bid for the open position. Seniority will be given consideration but the District retains the right to make the ultimate hiring decision. All interested applicants for such positions from within the bargaining unit shall be granted an interview.
- 6.3 An employee who will not be recommended for a posted position will be notified of this decision as soon as reasonably possible. At the request of such employees, the District will provide recommendations on proposed individual upgrades to help the employee reach qualifications for future openings in the position.

ARTICLE 7 - PERSONNEL RECORDS

- 7.1 An employee's personnel record shall be available for his inspection upon the employee's request during the regular business hours of the District office.
- 7.2 The personnel records of any employee in the bargaining unit shall not contain any evaluation, disciplinary action, or complaint without the employee having been shown the material and provided a copy thereof. The evaluation record and any disciplinary material, including letters of reprimand or plans of assistance, in the personnel file of any employee in the bargaining unit shall bear the employee's signature or initials indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and has refused to sign or initial such information. An employee shall have the right to attach a written statement of explanation to any material.
- 7.3 Letters of caution, consultation, warning, admonishment and reprimand may be considered

temporary contents of personnel records and may be removed and destroyed no earlier than three (3) years after the last entry of related material into the individual's personnel file. The decision of the Superintendent is final and binding in such matters.

ARTICLE 8 - SEPARABILITY OF PROVISIONS

- 8.1 In accordance with ORS 243.702, in the event any words or sections of the collective bargaining agreement are declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or Constitutional amendment or by the inability of the employer or employees to perform to the terms of the agreement, then upon request of either party the invalid words or sections of the collective bargaining agreement shall be reopened for negotiations.

ARTICLE 9 - SALARIES

- 9.1 Salaries for bargaining unit members shall be in accordance with this Article and as described on Appendix A.
- 9.2 In the event an employee in the bargaining unit is transferred to a position at a higher classification, the employee will be paid at an hourly rate which is not less than their current salary and the employee shall serve a 90 calendar day (not including summer break) probationary period. If an employee were to fail the probationary period, they could return to their previous job position or an available equivalent position.
- 9.3 In the event an employee in the bargaining unit is transferred voluntarily to a position at a lower classification than their current position the employee will be paid not less than the hourly rate specified at the lower classification for the current step. For clarification purposes it is agreed that the employer may transfer employees within classifications however, there is no vested right to transfer between classifications unless the employee has bid on and been selected for a vacant position.
- 9.4 Employees transferred to different positions at higher code classifications and new employees shall serve a 90 calendar day probationary period (not including summer break). Upon the successful completion of the probationary period, a new employee will be advanced to step 1 in the applicable salary schedule. At the discretion of the superintendent, an employee may be advanced on the applicable salary schedule if experience or other circumstances warrant the placement. It is further agreed that current employees "bidding" on vacant position and awarded such positions shall be placed on the Schedule that would insure them a pay increase. The District reserves the right to place employees on the same step previously serving on in the different classification.
- 9.5 The classification code for any newly created positions shall be determined by the District after consultation with the Association.
- 9.6 An employee substituting for another employee or filling a vacancy in any position shall receive their regular hourly rate of pay.

ADDITIONAL PAY INCENTIVE

- 9.7 Additional Pay Incentive

A. Shift Differential: Employees who work a 0.8 FTE or more shift that starts after noon will receive a 5% pay differential calculated on their base pay rate. Employees working a graveyard

shift, shifts starting at or after 9 pm, will receive a 10% pay differential calculated on their base pay rate. If an employee is asked to work a split shift before and after noon, the shift differential will not be applied until 3pm.

B. Instructional Assistants with an Associate Degree or higher will be placed at the Instructional Assistant II classification on the salary schedule.

C. Career Employee Recognition

1. A bargaining unit employee who has fifteen (15) years of continuous employment with the District shall receive a one-time seven hundred fifty (\$750) dollar bonus.
2. Upon completion of each additional three (3) years of continuous employment with the District the employee shall receive an additional seven hundred fifty (\$750) dollar bonus.
3. Awards will be based on a present experience and not retroactive.
4. Career Employee Recognition will be paid on the next regular payroll following the appropriate anniversary of their hire date.

WORK DAY, WORK WEEK AND OVERTIME

9.8 The Superintendent and/or their designee will designate the workday and the work schedule for each employee.

9.9 The work week begins at 12:00 am on Saturday and ends at 11:59 pm on Friday.

9.10 Overtime is time worked in excess of forty (40) hours per work week. Time worked beyond an employee's work schedule, if their work schedule is less than forty (40) hours per work week, is additional time not overtime.

9.11 Overtime worked shall be calculated at the rate of time and one half (1 ½) and shall be taken as either compensatory time off or paid, as offered by the Superintendent/supervisor. It is understood the arrangements for the use of compensatory time shall be jointly planned by the employee and the supervisor.

9.12 Overtime pay for employees shall be allowed in cases of emergency or when authorized in writing by the Superintendent/supervisor. When an employee reports to work in responding to an emergency or call back they will receive a minimum of two (2) hours show-up time at their regular rate of pay and overtime if applicable.

PROFESSIONAL DEVELOPMENT

9.13 Professional Development.

A. The District will pay for workshop registration as approved by the Superintendent.

B. The District will set aside \$2000 annually to pay members for relevant course tuition or workshop fees as follows:

1. Up to and including four (4) undergraduate credits at the P.S.U. rate per year.
2. Funds are available "up-front" (prior to registration).
3. The member will promptly reimburse the District for failure to register, failure to complete the workshop or course, or if the grade received is a failing grade.

4. In order to receive workshop registration and/or tuition reimbursement, classes must be approved by the Superintendent prior to beginning the class.
5. At the request of either the OSEA or the District this provision may be reevaluated.

INCLEMENT WEATHER

9.14 Inclement Weather

- A. Maintenance/Custodial Employees. All Maintenance/Custodial Employees will maintain their regularly scheduled working hours on days when schools are closed or opening late due to inclement weather. Work schedules may be modified by the Superintendent based on maintenance/custodial needs. Notification will be made to the Maintenance Supervisor in a timely manner in order that Maintenance/Custodial employees can be notified of the work schedule.
- B. All Other Employees. The Superintendent or his/her designee shall determine which employees are to report to work on days when schools are closed due to inclement weather. Work schedules may be modified by the Superintendent or his/her designee.
- C. Employees not required to report to work on days when schools are closed due to inclement weather shall have that day's pay deducted. The deduction shall be evenly distributed among the remaining pay periods for the year beginning with the next regularly scheduled pay period.
- D. Rescheduled Student Contact Days. In the event of inclement weather the District may schedule student contact make-up days. Those employees who were not required to work during days the schools were closed due to inclement weather shall report for work on the student contact make-up days and shall be paid for each day worked. This pay shall be evenly distributed among the remaining pay periods for the year beginning with the next regularly scheduled pay period.
- E. All employees required by the District to report to work on days when school is cancelled due to inclement weather shall be compensated at the overtime rate of time and a half (1½) their salary schedule for the time they work, with a two (2) hour minimum.

PERS

- 9.15 The District shall "Pick-up", assume and pay a 6% employee contribution to the Public Employees Retirement System (PERS) fund for the employee members of the bargaining unit then participating in the PERS. Such "Pick-up" in payment of employee-member contribution to the system shall continue for the life of this Agreement. Nothing in this Article shall require the District to be out of compliance with the State constitution or Statutes.
- 9.16 If for any reason the "pick up" shall become no longer legally available, the Employer shall on the last payroll period of this Agreement increase the wages of any affected employees by six percent (6%) and require employees to pay the pick up; however, in that event the employee contribution of six percent (6%) of wages to PERS or OPSRP shall be deemed "picked up" by the employer for the limited purpose of Section 414 (h)(2) of the Internal Revenue Code and any related federal or state tax provisions. For all other purposes, the contribution shall be considered to have been made by the employee, and payment by the employee of the six percent (6%) contribution through payroll deduction shall be mandatory for each employee who is a member of PERS or OPSRP. The taxable wages of employees on their W-2 forms for federal or state income tax purposes will not include the contribution to PERS or OPSRP.

EXTRA DUTY ASSIGNMENTS

9.17 Employees who choose to work Extra Duty Assignments beyond their regular work day may do so under the following conditions:

- A. The Employee has the approval of the supervisor of the Extra Duty Assignment to fill the position.
- B. Payment for such Extra Duty Assignments will be paid at the rate of \$35 per assigned event. If the event runs longer than four (4) hours then the employee shall receive two (2) event stipends.
- C. Since this is a different job assignment than the Employee's existing employment with the District:
 - 1. If filling this Extra Duty Assignment causes the Employee to exceed 40 hours per week, then they will NOT be paid overtime (as outlined in section 9.11).
 - 2. If an Extra Duty Assignment starts before the end of the employee's regularly scheduled workday then the beginning of the four (4) hour event shall not begin until after the end of their employee's regularly scheduled workday.
- D. Classified Extra Duty Assignments must occur on an irregular or sporadic basis and generally refer to after school extracurricular assignments that are not part of the regularly assigned duties of the Employee. Some examples are: ticket taker, event timekeeper, and crowd control. Coaching is NOT considered a Classified Extra Duty Assignment.
 - 1. An employee who accepts a Medical Extra Duty Assignment shall receive a one hundred sixty (\$160) dollar stipend per semester. In order to qualify for this assignment the employee must receive annual training by the school nurse and perform some medical task (blood sugar monitoring, catheterization, etc.) on a regular basis. The assignment may be repeated for the second semester if needed.
 - 2. An employee who accepts an Extra Duty Assignment as School to Work Coordinator or Scholarship Coordinator shall receive a two hundred fifty (\$250) dollar stipend per assignment per year. The stipend will pay for up to twelve (12) hours of after school duties if needed.
 - 3. An employee who accepts an Extra Duty Assignment Stipend (i.e. Class Advisor, PBIS Coordinator, Volunteer Coordinator) shall agree to limit the hours they work to fit the stipend. The number of hours to be allocated to the assignment shall be preapproved and jointly planned by the employee and their supervisor for that stipend.4. An employee who accepts a Behavior or Life Skills Instructional Assistant Assignment shall receive a four hundred seventy five (\$475) dollar stipend per semester.

ANNUAL SALARY SCHEDULE ADJUSTMENTS

9.18 The 2017-18 salary schedule shall include a 2% Cost Of Living Adjustment (COLA) increase for each employee for the calendar year (2017-18). While it is agreed that the language in this agreement is in full force through June 30, 2020, financial considerations may be reopened for negotiation after June 30, 2018 at the discretion of the OSEA Chapter 67.

9.19 As per 9.19, this contract was re-opened for financial considerations resulting in the following: The 2018-2019 salary schedule shall include a 3% Cost of Living Adjustment (COLA) increase for each employee for the calendar year 2018-2019. The 2019-2020 salary schedule shall include a 3% Cost of Living Adjustment (COLA) increase for each employee for the calendar year 2019-2020.

ARTICLE 10 - HOLIDAYS

10.1 Holidays for employees in the bargaining unit shall be:

Memorial Day	*Independence Day
Veteran's Day	Labor Day
*New Year's Day	Thanksgiving Day
Martin Luther King Day	President's Day
*Christmas Day	The day after Thanksgiving will be a non-paid holiday.

*Only twelve month employees are paid for these holidays

- 10.2 Employees in the bargaining unit shall be compensated for holidays listed in Section 10.1 as though the employee had worked a regular schedule for that date.
- 10.3 To be eligible for holiday pay as specified in Section 10.1 and 10.2 above, the employee must have worked their scheduled day before and their scheduled day after the holiday or received pre-approved paid leave or verbal approval from the superintendent. Employees are responsible for prompt completion of necessary paperwork as soon as possible when verbal approval is given.

ARTICLE 11 - VACATIONS

11.1 Vacation time will be granted to employees who are employed 12 months per year with the school District as indicated in the following table:

Years of Service with the District	1 - 5	6	7	8	9	10	11	12	13	14	15+
Equivalent Days Vacation	10	11	12	13	14	15	16	17	18	19	20

- 11.2 Vacation time shall accrue at the rate of one-twelfth (1/12) the annual allowance per month and be accumulated up to twenty five (25) days. The employee will not be permitted to accumulate vacation in excess of twenty five (25) days unless the accrual is the result of action or inaction on the part of the District.
- 11.3 Vacations must be scheduled in advance with the approval of the immediate supervisor. Request made with reasonable advance notice and declined may be appealed through the normal chain of supervision to the Superintendent.
- 11.4 In the event an employee resigns or retires they will be required to exhaust all vacation days in excess of five (5) for which they may elect to be paid for. In the event of a layoff or involuntary termination an employee will be paid for all days due.
- 11.5 Persons who are employed after July 1 will be granted prorated vacation days for the first fiscal year in which they are employed. However, for persons employed on or after January 2, this partial year will not count as a year's service in computing vacation allowances for future years. The following schedule will apply for prorating:

Prorated Vacation Days Schedule

Month Employed	Percentage of Vacation Due	No. of Days Vacation
July	1	10
August	.92	9
September	.83	8
October	.75	8
November	.67	7
December	.58	6
January	.50	5
February	.42	4
March	.33	3
April	.25	3
May	.17	2
June	.08	1

ARTICLE 12 - INSURANCE

12.1 During the term of this Agreement, the District will pay prorated benefits if the scheduled FTE for an employee is between 0.5 and 0.79. At .80 FTE the employee shall receive full benefits as outlined on the plan(s) adopted by the District for classified employees.

12.2 The combined cost to the district for medical and dental insurance provided in 12.1 above shall be the same amount as indicated or negotiated in the Certified Bargaining Unit. Excess costs above the annual stated "caps" will be payroll deducted from the employees' paychecks.

12.3

Opt out: Employees eligible for a District insurance contribution, but who choose not to obtain insurance coverage, may opt out in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.

A. Employees choosing to opt out must show written proof that they are already covered by other group insurance through a spouse or domestic partner.

B. There shall be an annual single open enrollment period in August of each year to allow eligible employees the opportunity to opt out of insurance coverage. If an eligible employee chooses to opt out or waive his/her insurance coverage, that waiver shall be effective until the next open enrollment period.

C. An eligible employee who opts out of insurance by meeting the above requirements shall receive a monthly stipend of \$400 in lieu of the contractual insurance coverage. The stipend will be considered taxable income under section 125 benefits.

D. An employee who opts out of insurance, as outlined above, may be eligible for vision or dental insurance. Premiums for this coverage will be deducted from the monthly stipend.

12.4 Classified employees in the bargaining unit returning to the District following employment to the end of the previous year will be covered during the entire fiscal year for medical, dental and accident insurance.

12.5 Classified employees in the bargaining unit new to the District will be covered from the first day of the month following their first paycheck.

12.6 Premium Payments: The District will pay premiums to OEBC based on "Tiered" rates. In the event the "tiered" rate for the plan chosen by the employee is less than \$1240 per month, the District will

retain the difference. In the event the “composite” rate for the plan chosen by the employee exceeds \$1240 per month, the employee will pay the difference between the \$1240 and the composite rate for that plan. If the tiered rate exceeds the composite rate for that plan, the District will pay the difference between the composite rate and the tiered rate.

12.7 H S A Language

Health Savings Account: The District agrees to offer, as an insurance coverage option, a Health Savings Account (HSA) with a contribution of \$275 a month to Association members who choose an HSA required medical plan.

A. The individual setup of the HSA and the liability for its use is the responsibility of the Association member. Because this is their account, the member will also be responsible for any bank fees in relation to their HSA.

ARTICLE 13 - ELIGIBILITY FOR BENEFITS

- 13.1 Eligibility for any form of benefit contained within this contract, such as vacations, insurance, leaves, etc., shall be determined not only by the specific requirements contained in those articles, but also upon the actually reporting for duties and being on the job.
- 13.2 All District contributions for fringe benefits will cease upon termination of an employee at the end of the last month in which the employee actively works. Contributions of the employer and/or employee for insurance during the last month of the employment will provide coverage for the month following termination subject to the carrier's acceptance. Employer contributions for fringe benefits will cease on the date of termination when the employee has been terminated for flagrant misconduct.

ARTICLE 14 - LEAVES

SICK LEAVE

- 14.1 Sick Leave: Sick leave is defined as absence from duty because of an employee’s personal illness or injury, illness or injury of their dependent parent, child or spouse and is subject to the following provisions:
 - A. Sick leave shall be earned, granted, accumulated and transferred in accordance with ORS 332.507. Sick leave for full-day absences will be charged in accordance with the employee’s regular work schedule.
 - B. Leave for injury when such injury is job related shall be granted when the employee has exhausted his/her accumulated sick leave. Such leave shall be without pay and shall be limited to the remainder of time in the school year for which the employee normally would have been on duty. However, if the job-related injury occurs within 60 days of the end of the employee’s contract, this leave will be extended 6 months from the date of injury. The District shall provide the employee with the negotiated insurance benefits of this Agreement during the period of time the employee is on leave.
 - C. Sickness which prevents an employee from carrying out his/her duties following the exhaustion of his/her accumulated sick leave as defined above may be sufficient reason for the District to place the employee on leave without pay for up to a year or terminate the employee without penalty if the District determines, based on a physician’s statement at the end of the leave, the employee is unable to resume his assigned duties.

- A. Accrued sick leave can be used to maintain the member's salary during periods of personal illness, or the illness of a child under 18 living in the member's home. After 5 consecutive days of personal illness, the employee will be required to obtain a doctor's release to return to work.
- B. A member's accrued sick leave may also be used under Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA) for: Sick Child, Illness in Family, Parental Leave, Bereavement Leave, Military Exigency, and other leaves as defined in ORS 659A.270 - 659A.285.
- C. Under ORS 653.601-661, "Sick Time", a member may use 40 total hours of their accrued personal Sick Leave to care for a sick family member(s) before being required to complete FMLA/OFLA application. Members will be required to complete FMLA/OFLA paperwork for the determination of eligibility to use leave for these purposes in excess of a total of 40 hours for all use related to any "family member(s)".
- D. "Family member" is defined in statute as the employee's:
 - a. Spouse or domestic partner
 - b. Parent, Parent-in-law, or parent of employee's domestic partner
 - c. Child, step-child, or child of employee's domestic partner
 - d. A person with whom the employee is or has been *in loco parentis to; or was previously in loco parentis of
 - e. Grandparent or grandchild of the employee
 - f. Brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law
 - g. Relative living in immediate household
 - i. "In loco parentis" means 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.

PERSONAL LEAVE

14.2 Personal Leave: Classified employees within the bargaining unit will be granted up to 3 days of personal leave per year with pay. This leave shall not be restricted in its use, nor shall an employee have to state the reason for such leave. Unused personal leave will be reimbursed at the employee's hourly rate of pay in the June paycheck as salary. Personal leave must be approved in advance and may be subject to the availability of qualified substitutes. Such leave will not be used during the week prior to Christmas vacation, during the last five student contact days and any additional in-service days. An employee intending to use personal leave shall give his/her immediate supervisor twenty-four (24) hours' notice, except in case of emergency.

BEREAVEMENT LEAVE

14.3 Bereavement Leave: Classified employees within the bargaining unit shall be granted up to three (3) days of leave with pay when justified by the death of a relative as outlined in Section 14.1.G above. Classified employees within the bargaining unit shall be granted up to five (5) days of leave with pay when justified by the death of a relative as outlined in Section 14.1.G above. Cases involving other than immediate family may be considered on presentation of sufficient justification to the Superintendent. Additional paid or unpaid bereavement leave may be granted at the discretion of the Superintendent.

JURY/WITNESS LEAVE

14.4 Jury/Witness Leave: Employees shall be granted leave with full pay for legally required jury duty or witness service in matters of litigation where the employee is a disinterested party. Employees receiving fees for these services are required to remit to the District business office that portion of

the fees received for services performed during regular duty hours. The Witness Leave portion of this section is not available when the employee or the Association is a complaining party in a case against the District.

FAMILY MEDICAL LEAVE

- 14.5 Family Medical Leave: The District shall allow an unpaid leave of absence to any employee in the bargaining unit in accordance with the Oregon Family Leave Act (OFLA) and the Federal Family Medical Leave Act (FMLA). Benefits provided by these acts shall be concurrent and not consecutive. Any employee in the bargaining unit not normally eligible for OFLA or FMLA benefits due to minimum work hours or minimum days of employment, will be granted benefits in accordance with the Oregon Family Leave Act. During such leave, the employee shall use any vacation or sick leave they may have accumulated. Exceptions on the mandatory use of paid leave may be approved by the Superintendent. Only one twelve week FMLA (cumulative) can be used in any twelve month period.

MISUSE OF LEAVE

- 14.6 Misuse of Leave: Any misuse of sick leave, special leaves or any other provision for absence from the assigned duties through intentional fraud, deceit, or falsified statements shall be considered as gross negligence and the employee shall be subject to disciplinary action and/or dismissal.

ARTICLE 15 - RETIREMENT

- 15.1 Upon retirement after reaching the age of 58 years, or upon completion of 30 years of service in PERS covered occupations, or upon permanent disability, whichever may occur first, each classified employee within the bargaining unit shall be eligible to receive severance pay as outlined in the following sections of this Article.
- 15.2 An employee with 15 or more years of service in Administrative School District 47J shall be paid a sum equal to the value of 25% of his accumulated sick leave days up to a maximum accumulation of 100 days.
- 15.3 An employee with 10 or more years of service, but less than 15 years of service, in Administrative School District 47J, shall be paid an amount equal to 16.7% of the accumulated sick leave days up to a maximum accumulation of 100 days.
- 15.4 Computation of retirement pay will be ascertained using the individual employee's base salary at the time of separation.
- 15.5 Payment of retirement pay will be made at a time specified by the employee but not later than the January payroll date of the next year.
- 15.6 Employees in the bargaining unit who are employed seven (7) hours or more per day shall be entitled to the same early retirement benefits as indicated and negotiated in the Certified Bargaining Agreement.

ARTICLE 16 - DISMISSAL

- 16.1 The superintendent may dismiss, suspend or demote any regular employee in the bargaining unit for just cause. Probationary employees may be dismissed for any reason deemed sufficient by the superintendent. However, the District agrees to conduct a fair and impartial investigation when administering discipline.
- 16.2 If, in the opinion of the employee's immediate supervisor, the employee's performance is unsatisfactory, the supervisor shall notify the employee of the deficiencies and identify a length of time in which the employee may demonstrate acceptable improvement. In the event a plan of assistance is considered necessary, the supervisor and the employee will sign the plan of assistance, which shall be placed in the employee's personnel file. The employee may attach a written statement of explanation to the plan.
- Throughout this process, all employees have a right to association representation.
- 16.3 The employee shall have the right to have the dismissal, suspension or demotion reviewed under the provisions of the formal grievance procedures included in this Agreement. Probationary employees (see 9.4) may be dismissed for any reason deemed sufficient by the superintendent.

ARTICLE 17 - GRIEVANCE PROCEDURES

- 17.1 All classified employees shall have the right to present a grievance and to be heard in complete freedom from reprisal. A grievance exists when an employee or group of employees alleges that there has been a violation or inequitable application of any provision of this Agreement. Only a violation or inequitable application of the provisions of this Agreement is arbitral.
- 17.2 Grievances will be processed through the following levels in numerical order and within the stated time limits.
- A. Level One:
1. An aggrieved employee shall promptly attempt to resolve the grievance between the employee and his immediate supervisor.
 2. If the grievance is not resolved informally, the employee or the Association shall file the grievance in written form setting forth the grounds on which the grievance is based and the reasons why the aggrieved considers the informal decision unacceptable.
 3. If the employee does not submit the written grievance in accordance with the above within 15 days after the occurrence of the facts upon which it is based or first became known to the employee, such failure to initiate action shall be considered as a waiver of all rights to the grievance procedure.
 4. The immediate supervisor shall provide a written response within 7 days after receipt of the written grievance. If the employee does not accept this response, he may appeal to Level Two.
- B. Level Two:
1. The appeal to Level Two shall be in writing to the Superintendent within 7 days after the receipt of the immediate supervisor's response. The written appeal shall give a clear statement of the alleged grievance, the Agreement provision(s) involved and the relief sought.

2. The Superintendent or his appointed representative shall review the grievance, arrange for necessary discussions and give a written response within 12 days after his receipt of the written appeal.
3. If the employee is not satisfied with the decision rendered by the Superintendent, he may appeal to Level Three.

C. Level Three:

1. The appeal to Level Three shall be to the District Board of Directors. Delivery of the written appeal within seven days following receipt of the Superintendent's response shall constitute filing.
2. The District Board of Directors will schedule a hearing of the appeal at a regularly scheduled school board meeting or not later than two weeks after receipt of the appeal. The employee may have representation in presenting the grievance. At the request of the grievant, the hearing will be in executive session, subject to the Public Meetings Law.
3. The Board shall render a written decision to all parties of interest within seven days after the hearing.
4. Grievances not settled at Level Three may be appealed to Level Four (Arbitration).

D. Level Four:

1. Written request for arbitration must be to the Superintendent within ten days of receipt of the decision rendered at Level Three.
2. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do this, they shall within ten days of the appeal, jointly request the Employment Relations Board to submit a list of five arbitrators. 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 and both parties shall abide by American Arbitration Association expedited procedure.
3. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision to the employee(s) involved, the Association and the District. The decision shall be submitted to the parties within 30 days of the hearing or the receipt of briefs, whichever is later. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, and may not add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator shall, within the scope of his authority, be binding on all parties.
4. Arbitration costs shall be shared equally by both the parties involved. Any costs incurred unilaterally by either party shall be the sole responsibility of the party incurring that cost.

17.3 Days as listed in this Article are defined as regular duty days of the District. Weekends and holidays are excluded. All parties shall attempt to process and complete the procedure at each step as promptly as is possible. The number of days indicated at each level for settlement shall be considered as maximum. Such time limits in each case may be extended only by the mutual consent of both parties.

17.4 Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limit shall be deemed to be an acceptance of the decision rendered at that level. Failure at any level to communicate the decision in writing within the specified time limit shall

permit the aggrieved to proceed to the next level.

ARTICLE 18 - FUNDING

- 18.1 The parties to this Agreement recognize that revenue needed to fund the compensation provided for in this Agreement must be approved by establishing budget procedures. Further, such funding must be within taxing and/or expenditure limitations imposed by legislative acts and/or constitutional provisions. All such compensation is therefore contingent upon sources of revenue, property tax or expenditure limitation.
- 18.2 The District has no intention of reducing the compensation specified in this Agreement because of budgetary limitations, but cannot, and does not, guarantee any level of employment in the bargaining unit covered by this Agreement nor does the District guarantee any continuation of present activities or programs in their present form and/or location or on any other basis.

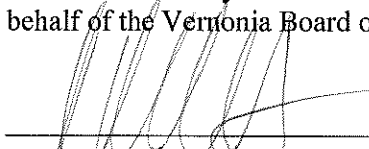
ARTICLE 19 - ENTIRETY OF AGREEMENT

- 19.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control unless it is a protected right under the collective bargaining law.

ARTICLE 20 - TERM OF AGREEMENT

- 20.1 This agreement shall be effective as of the date of execution, shall be binding upon the District, the Association and all classified employees within the bargaining unit, and shall remain in full force and effect through June 30, 2020. While it is agreed that the language in this agreement is in full force through June 30, 2020, financial considerations may be reopened for negotiation after June 30, 2018 at the discretion of the OSEA Chapter 67.


Ratified the 12th day of October, 2017, at Vernonia, Oregon, by the undersigned officers, by the authority of and on behalf of the Vernonia Board of Education and Oregon School Employee Association Chapter 67.



School Board Chairman

4-12-18

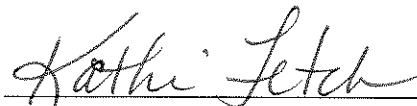
Date



Superintendent

4-16-18

Date



Association President

4-23-18

Date

Appendix A – Classified Salary Schedule

Vernonia Classified 2017											
2017 -2018	OSEA Wage Schedule										
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Instructional Assistant I	12.97	13.36	13.76	14.18	14.61	15.05	15.50	15.96	16.44	16.93	17.44
Library Technician	12.97	13.36	13.76	14.18	14.61	15.05	15.50	15.96	16.44	16.93	17.44
Assistant Cook	12.97	13.36	13.76	14.18	14.61	15.05	15.50	15.96	16.44	16.93	17.44
Custodian	12.97	13.36	13.76	14.18	14.61	15.05	15.50	15.96	16.44	16.93	17.44
Secretary I	12.97	13.36	13.76	14.18	14.61	15.05	15.50	15.96	16.44	16.93	17.44
Ground's Keeper	13.64	14.05	14.46	14.89	15.34	15.80	16.27	16.77	17.27	17.78	18.33
Instructional Assistant II	13.64	14.05	14.46	14.89	15.34	15.80	16.27	16.77	17.27	17.78	18.33
Attendance/ Receptionist	14.08	14.53	14.98	15.42	15.90	16.37	16.86	17.36	17.89	18.41	18.89
YTP Transition Specialist	14.08	14.53	14.98	15.42	15.90	16.37	16.86	17.36	17.89	18.41	18.89
Secretary II	14.60	15.03	15.48	15.95	16.43	16.92	17.43	17.96	18.49	19.04	19.62
Maintenance Worker	14.60	15.03	15.48	15.95	16.43	16.92	17.43	17.96	18.49	19.04	19.62
SP-ED Compliance Officer	14.6	15.03	15.48	15.95	16.43	16.92	17.43	17.96	18.49	19.04	19.62
Technology Coordinator	16.32	16.81	17.31	17.83	18.37	18.91	19.47	20.07	20.67	21.30	21.93
High School Secretary	16.32	16.81	17.31	17.83	18.37	18.91	19.47	20.07	20.67	21.30	21.93

Vernonia Classified 2018-2019

2018-2019	OSEA Wage Schedule										
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Instructional Assistant I	13.36	13.76	14.17	14.61	15.05	15.50	15.97	16.44	16.93	17.44	17.96
Library Technician	13.36	13.76	14.17	14.61	15.05	15.50	15.97	16.44	16.93	17.44	17.96
Assistant Cook	13.36	13.76	14.17	14.61	15.05	15.50	15.97	16.44	16.93	17.44	17.96
Custodian	13.36	13.76	14.17	14.61	15.05	15.50	15.97	16.44	16.93	17.44	17.96
Secretary I	13.36	13.76	14.17	14.61	15.05	15.50	15.97	16.44	16.93	17.44	17.96
	-	-	-	-	-	-	-	-	-	-	-
Grounds Keeper	14.05	14.47	14.89	15.34	15.80	16.27	16.76	17.27	17.79	18.31	18.88
Instructional Assistant II	14.05	14.47	14.89	15.34	15.80	16.27	16.76	17.27	17.79	18.31	18.88
	-	-	-	-	-	-	-	-	-	-	-
Attendance/ Receptionist	14.50	14.97	15.43	15.88	16.38	16.86	17.37	17.88	18.43	18.96	19.46
YTP Transition Specialist	14.50	14.97	15.43	15.88	16.38	16.86	17.37	17.88	18.43	18.96	19.46
	-	-	-	-	-	-	-	-	-	-	-
Secretary II	15.04	15.48	15.94	16.43	16.92	17.43	17.95	18.50	19.04	19.61	20.21
Maintenance Worker	15.04	15.48	15.94	16.43	16.92	17.43	17.95	18.50	19.04	19.61	20.21
SP-ED Compliance Officer	15.04	15.48	15.94	16.43	16.92	17.43	17.95	18.50	19.04	19.61	20.21
	-	-	-	-	-	-	-	-	-	-	-
Technology Coordinator	16.81	17.31	17.83	18.36	18.92	19.48	20.05	20.67	21.29	21.94	22.59
High School Secretary	16.81	17.31	17.83	18.36	18.92	19.48	20.05	20.67	21.29	21.94	22.59

Vernonia Classified 2019-2020

2019-2020	OSEA Wage Schedule										
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Instructional Assistant I	13.76	14.17	14.60	15.04	15.50	15.97	16.44	16.93	17.44	17.96	18.50
Library Technician	13.76	14.17	14.60	15.04	15.50	15.97	16.44	16.93	17.44	17.96	18.50
Assistant Cook	13.76	14.17	14.60	15.04	15.50	15.97	16.44	16.93	17.44	17.96	18.50
Custodian	13.76	14.17	14.60	15.04	15.50	15.97	16.44	16.93	17.44	17.96	18.50
Secretary I	13.76	14.17	14.60	15.04	15.50	15.97	16.44	16.93	17.44	17.96	18.50
	-	-	-	-	-	-	-	-	-	-	-
Grounds Keeper	14.47	14.91	15.34	15.80	16.27	16.76	17.26	17.79	18.32	18.86	19.45
Instructional Assistant II	14.47	14.91	15.34	15.80	16.27	16.76	17.26	17.79	18.32	18.86	19.45
	-	-	-	-	-	-	-	-	-	-	-
Attendance/ Receptionist	14.94	15.41	15.89	16.36	16.87	17.37	17.89	18.42	18.98	19.53	20.04
YTP Transition Specialist	14.94	15.41	15.89	16.36	16.87	17.37	17.89	18.42	18.98	19.53	20.04
	-	-	-	-	-	-	-	-	-	-	-
Secretary II	15.49	15.95	16.42	16.92	17.43	17.95	18.49	19.05	19.62	20.20	20.81
Maintenance Worker	15.49	15.95	16.42	16.92	17.43	17.95	18.49	19.05	19.62	20.20	20.81
SP-ED Compliance Officer	15.49	15.95	16.42	16.92	17.43	17.95	18.49	19.05	19.62	20.20	20.81
	-	-	-	-	-	-	-	-	-	-	-
Technology Coordinator	17.31	17.83	18.36	18.92	19.49	20.06	20.66	21.29	21.93	22.60	23.27
High School Secretary	17.31	17.83	18.36	18.92	19.49	20.06	20.66	21.29	21.93	22.60	23.27

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