

**PROFESSIONAL AGREEMENT**

between the

OREGON SCHOOL EMPLOYEES ASSOCIATION

RAINIER CHAPTER #89

and

RAINIER SCHOOL DISTRICT NO. 13

**2018-2020**

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## **PREAMBLE**

This AGREEMENT is entered into by and between Rainier Chapter #89 of the Oregon School Employees Association, hereinafter referred to as the "Union", and Rainier School District No. 13, hereinafter called the "District".

## ARTICLE 1

### RECOGNITION AND STATUS OF AGREEMENT

- A. The District recognizes the Union as the exclusive bargaining representative for all classified employees of the District, excluding substitutes, temporary employees hired to work ninety (90) consecutive work days or less in one fiscal year, confidential and supervisory employees.

For purposes of this Agreement, the following terms shall be defined:

1. A temporary employee is defined as an employee hired to perform duties, which may arise from unforeseen enrollment increases, a specific task, seasonal, or extra-ordinary duties not normally performed by members of the bargaining unit. In the event a temporary position is anticipated to or in fact does exceed the 90 consecutive working days, the District agrees to post the position as a regular job in the Bargaining Unit as required by Article 6.  
  
A temporary employee shall not be hired to fill vacancies created by the termination of a regular employee. If the position becomes vacant during the last 90 days of the school year, the District may hire a temporary for the remainder of the school year with mutual agreement from the Union.
2. A substitute employee is defined as an employee temporarily hired to replace a specific employee who has been excused from work for a period of time.
3. A probationary employee is one who has been hired by the School Board as a regular employee but has not completed the probationary period.
4. A regular employee shall be defined as an employee who has been regularly hired by the School Board and has completed their probationary period.

- B. There shall be three (3) signed copies of the final Agreement for the purpose of records. One shall be retained by the District, one by the Union, and one by the OSEA. Within six weeks following final ratification of this Agreement by both parties, the District agrees to provide sufficient copies of the Agreement for all classified personnel. All new employees to the District shall be provided a copy of this Agreement at time of hire.

- C. Separability

1. In the event any words or sections of this collective bargaining agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board (ERB), by statute of constitutional amendment or by inability of the employer or employees to perform to the terms of the Agreement, then upon request by either party the invalid words or sections of the collective bargaining Agreement shall be reopened for negotiation.
2. Renegotiation of a collective bargaining Agreement pursuant to this section is subject to the expedited bargaining process outlined in ORS 243.698.

## **ARTICLE 2**

### **DURATION**

This Agreement shall be effective **July 1, 2018** and shall continue in effect until **June 30, 2020**. The Union shall notify the District in writing no later than December 1, of its intention to negotiate a successor Agreement and negotiations shall commence at a mutually agreed upon time and date.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

- A. The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right to:
1. The executive management and administrative control of the school system and its properties and facilities;
  2. Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, suspension, dismissal, demotion, promotion or transfer;
  3. The unqualified right of assignment and direction of work of all of its personnel, and to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
  4. The unqualified right to establish the school calendar;
  5. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes or carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
  6. Adopt reasonable rules and regulations;
  7. Determine the qualifications of employees, including physical conditions;
  8. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
  9. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
  10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
  11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
  12. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the State of Oregon.

## ARTICLE 4

### EMPLOYEE COMPENSATION

**A. Salary Schedule:** Salaries shall be paid in accordance with Appendix A and by this reference are incorporated herein.

1. The Association agrees that upon request by the District new employees may be placed higher than step one but placement shall be by mutual Agreement of the Association and the District.
2. Annually on July 1, employees who have worked ninety (90) or more days as a regular employee of the District during the preceding fiscal year, shall be advanced on the horizontal scale of the salary schedule one (1) step until such employee reaches the final step of the Salary Schedule. For those members who have not passed the probationary period on July 1, the step advancement will be effective on the 1<sup>st</sup> of the month after completion of the probationary period.
3. Members required to attend Site Council meetings outside of the regular workday will be compensated at \$12 per hour.
4. Employees temporarily assigned duties of an employee in a lower pay range shall not suffer a reduction in pay.
5. Employment compensation and all fringe benefits start on the day work begins and/or the date notified when work will begin by the administrator responsible for the position, whichever comes first. All permanent employment is subject to approval of the District, however, the employee will receive benefits from the date of beginning employment should the District not approve the application.
6. An annual lump sum payment per the schedule below will be paid with the November payroll to employees who hold an Associates Degree or higher. If an employee terminates employment before the end of the year, the amount will be prorated based on the number of days worked for the year and adjusted accordingly on their final check.

2018-2019	\$500
2019-2020	\$500

7. Employees will be paid a longevity bonus the month after their anniversary date in which they have completed the following periods of service. The amount will be paid in a lump sum as follows:

After 5 years of service	\$ 250
After 10 years of service	\$ 500
After 15 years of service	\$1,000
After 20 years of service	\$1,000
After 25 years of service	\$1,000
After 30 years of service	\$1,000

**B. Annualized Pay:** All employees will be paid an equal monthly amount. Their hourly rate will be annualized for the number of hours they are hired by multiplying their hourly rate times the number of hours they are hired to work per day times the number of days they are hired to work

in a year. Their paycheck then will be issued in equal installments of the annual rate throughout the school year.

- C. Pay Option:** Employees who work less than a twelve-month schedule may elect to receive their pay checks in either ten (10) or twelve (12) monthly installments. The request for this arrangement must be submitted on or before September 15 of each year. In the initial year of this provision, this check will be the first check due the employee in September. This payment distribution cannot be cancelled during the year as long as the employee continues on the payroll.
- D. Pay days:** Pay days shall be monthly.
- E. Emergency Draws:** An employee may request an emergency payroll draw for up to 50% of gross monthly wages. This type of draw is for emergency situations only. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by the employee.

Emergencies include, but are not limited to the following circumstances:

1. Death in the family
2. Major car repair
3. Theft of funds
4. Automobile accident (loss of vehicle use)
5. Accident or sickness
6. Destruction of or major damage to home
7. New employee lack of funds (maximum – one draw)

The employee must submit a Request for Emergency Payroll form. Approved requests received in payroll by 4:00 p.m. will be processed by 2:00 p.m. the next business day.

**F. Payroll Deduction for Dues/Fair Share**

1. The District agrees to deduct from the wages of each Union member the dues of the Union. Authorization shall be made in writing by each employee on the form provided by the Union. All monies will be promptly transmitted by the District to the state office of OSEA, accompanied by a check off list of members and those paying fair share.
2. The District agrees to deduct from the wages of each classified employee who is not a member of the Association an in-lieu-of-dues payment equal to the monthly dues of OSEA and transmit the amount of the payment deducted to the state office of the OSEA.
3. Rights of non-Association based on bona fide religious tenets shall be protected as provided in ORS 243.666.
4. If the District tenders defense of any claim or suit brought against the District as the result of the provisions of this Article 4 (F) to the Association within thirty (30) days of the notice of such claim, order, suit or judgment, the Association agrees to defend the District and to hold the District harmless against order, judgment or the result thereof.

- G. Overtime Compensation:** Employees shall be compensated at the rate of time and one-half in the form of pay or compensatory time off for:



1. All assigned work in excess of ten (10) hours on any scheduled workday.
2. All assigned work in excess of 40 hours in any workweek. Overtime shall be computed to the nearest quarter hour. Overtime pay shall be based on the actual number of hours worked per day. For the purpose of computing over- time, all hours an employee actually works, plus paid holidays and paid vacation hours shall be credited as time worked in computing total work period hours.
3. All overtime must be approved in advance in writing by the supervisor except in emergencies and turned in at the end of the month earned on appropriate District forms.

**H. Shift Differential**

1. Employees working a regular shift that lasts at least four (4) hours between the hours of 3:00 p.m. and 11:00 p.m. shall be paid a shift differential of \$.35 per hours.
2. Employees working a regular shift that lasts at least four (4) hours between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a shift differential of \$.50 per hour.

- I. Payroll Deductions:** In addition to the payroll deductions required by law and administrative regulations, the District agrees to deduct from the salary of the employee, dues for the OSEA, insurance premiums for district approved insurance programs, payments to OnPoint Community Credit Union, United Way and Rainier Booster Club contributions and contributions to District approved IRS Code 403(b) tax sheltered annuities. Payroll deductions will be promptly forwarded.

**J. Expense Reimbursement**

1. Mileage Reimbursement - When an employee is requested by their supervisor and agrees to use their vehicle for school business, an authorized expense for mileage will be according to the Internal Revenue Service rate that was in effect the previous year. When possible, hauling and travel will be done in District-owned vehicles.
2. Food and lodging reimbursement will follow board policy.
3. When the District requires an employee to stay overnight, it will arrange and pay for lodging.
4. Employees will be reimbursed for actual cost of meals in accordance with the above schedule upon submission of receipts or by prior approval of the administration.
5. If the employee has an overnight trip, the employee may draw expenses in advance. Receipts will be required.

**K. Tuition Reimbursement**

1. Compulsory schooling shall be paid at the full hourly rate and employees shall be reimbursed for mileage in accordance with Article 4(M).
2. Tuition and books will be paid in full for classes pertaining to employee's work taken on an optional basis if authorized in writing by administration.

**L. Call In**

1. Employees who are called back to work after the employee's regular shift shall be guaranteed a minimum of two (2) hours of pay. Overtime compensation is covered by subsection G, above.

**M. Emergency Closures**

- A. Maintenance and custodial employees will maintain their regularly scheduled working hours on days when schools are closed or opening late due to an emergency, such as inclement weather. Work schedules may be modified by the Superintendent based on maintenance and custodial needs. Notification of the work schedule will be made by the maintenance and custodial supervisors in a timely manner.
- B. For non-maintenance employees, the Superintendent or his/her designee shall determine which employees are to report to work on days when schools are closed due to emergency situations. 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 shall not receive a pay deduction for those days.
- D. In the event of an emergency school closure the district may reschedule student contact make-up days. Those employees who were not required to work during days the schools were closed due an emergency, such as inclement weather, shall report for work on the student contact make-up day without compensation on the day for day basis.

**ARTICLE 4.1  
EMPLOYEE FRINGE BENEFITS**

**A. Fringe Benefit Package:**

1. The Union shall determine the carriers and levels of coverage for medical, dental and vision insurance plans available to members of the bargaining unit.
2. The District will contribute the following amounts based on hours per day and their choice for medical coverage. If an employee chooses family medical coverage, the District will pay the "Family" contribution. If an employee chooses medical coverage for themselves and one other dependent the District will pay the "Two Party" contribution. If the employee chooses employee only medical coverage, the District will pay the "One Party" contribution. If no medical coverage is chosen because the employee is covered by another medical plan, the employee will receive the "Basic" contribution. The employee must provide proof that they are covered by another medical plan to waive medical coverage through the District.

<b>2018-2019</b>					
<b>Hours per day</b>	<b>Basic</b>	<b>One Party</b>	<b>Two Party</b>	<b>Employee &amp; Children</b>	<b>Family</b>
<b>1 - 2.99 hrs per day *</b>	124	329	497	497	658
<b>3 - 4.99 hrs per day *</b>	161	429	649	649	859
<b>5 - 6.99 hrs per day</b>	215	572	865	865	1145
<b>7 + hours per day</b>	270	715	1081	1081	1431
<b>2019-2020</b>					
<b>Hours per day</b>	<b>Basic</b>	<b>One Party</b>	<b>Two Party</b>	<b>Employee &amp; Children</b>	<b>Family</b>
<b>1 - 2.99 hrs per day *</b>	124	362	547	547	724
<b>3 - 4.99 hrs per day *</b>	161	472	713	713	944
<b>5 - 6.99 hrs per day</b>	215	630	951	951	1259
<b>7 + hours per day</b>	270	787	1189	1189	1574

\* Employees hired after July 1, 2002 must work four (4) hours per day to receive health insurance benefits.

3. In the event the amount paid by the District for the purchase of insurance for each employee is less than the actual cost of the insurance, then each affected employee shall pay the difference through payroll deduction. The District will provide a Section 125 Flexible Benefit Plan to allow for pre-tax employee deductions.
4. Any District Contribution that is not spent on the insurance choices provided within the Section 125 Flexible Benefit Plan may be taken as a cash option and then applied to an employee TSA contribution. Such amounts will be taxed as required by Federal and State tax laws. Employees who choose a cash option must pay the associated employee PERS cost.
5. All contracted fringe benefits shall be effective with the September payroll of each year.

6. For new employees, coverage begins the first of the month following the date of hire or October 1<sup>st</sup> if they are hired at the beginning of the school year.
7. When an employee is temporarily moved to a different job, and there is an increase in hours so that more fringe benefits can accrue, the following shall be the method for determining when such benefits are available to the employee.
  - a. During the first month no increase in benefits is due the employee.
  - b. Should the employee still be working increased hours at the end of the second month payroll period, increased fringe benefits will be available.
  - c. When employee hours are reduced because they are returned to former hours, the fringe benefits available will be reduced accordingly.

**B. Retirement:** The District shall “pick up”, assume and pay the employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System (PERS). Such pick up or payment of employee member monthly contributions to the system shall continue for the life of this Agreement. The amount of required employee contributions picked up or paid by the District on behalf of employees pursuant to this Agreement shall be considered as “salary” under state law for the purpose of computing an employee member’s “final average salary” but shall be not considered as “salary” for the purpose of determining the amount of employee contributions required to be contributed under state law. Such picked up or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200 and shall be considered to be employee contributions under state law.

## ARTICLE 5

### SENIORITY/LAYOFF/RECALL

- A. Seniority:** Seniority shall be defined as the total length of regular service as a classified employee within the District. For accounting purposes, all paid leave shall be computed as time worked. Unpaid leaves of absence of thirty (30) days or less will not break seniority but will not add to such seniority. Resignations and terminations will break seniority. Employees who are laid off and subsequently reinstated in accordance with the Layoff and Recall provisions shall retain cumulative seniority for all periods worked except for the period of layoff.
- B. Layoff**
1. Layoff is a reduction of a total of one (1) hour or more in an employee's regular daily work schedule during the life of the contract. Within any school year, fringe benefits will not be reduced if reduction in time is less than one (1) hour.
  2. When in the judgment of the District it becomes necessary to reduce, through layoff, the number of employees employed, it shall first determine the positions to be retained.
  3. Determination of order of layoff will be made within a job classification according to seniority as long as qualifications (special job requirements and training) are equal.
  4. A laid off employee who previously worked in a different classification for the District (since the most recent date of hire) may "bump" an employee in that other classification as long as the laid off employee has greater seniority than the person to be "bumped" and has qualifications for the position. No employee shall be allowed to "bump" up or realize an increase in hourly wage at the expense of a laid off employee.
  5. The District agrees that an employee whose position is being eliminated is entitled to notification of the fact no later than 5 working days following the District's decision and at least two weeks before a reduction in force.
  6. Any employee whose position has been eliminated during the District's initial planning for the following academic year, shall be so notified, in writing, by May 30. All employees whose positions are planned for continuation shall likewise be so notified, in writing, by May 30.

**C. Recall**

1. In the event that a vacancy arises after a layoff has occurred, which the District intends to fill, employees will be recalled by classification in the reverse order of layoff. An employee who is laid off will remain on the laid-off list and be eligible for recall for twenty-four (24) months. The District shall notify a laid-off employee of a position opening by registered letter, return receipt requested, at his/her address of record as maintained in the employee's personnel file.
2. It shall be the employee's responsibility to insure that his/her current address is on file at the time layoffs occur. Notification of any change of address following the day of layoff shall be in writing by certified mail to the superintendent. The laid-off employee shall personally notify the superintendent or his designee within seven (7) days or send, by certified mail, a letter of intent, postmarked no later than seven (7) calendar days from the date of receipt of such notification, indicating his/her acceptance or rejection of the position and have an additional fourteen (14) days there from in which to begin active employment.
3. If the employee cannot be reached at his/her address of record, fails to respond within the allotted time, or if he/she rejects any position offered to him/her, he/she shall forfeit all re-employment rights unless he/she can show that the failure to respond in a timely manner was due to circumstances beyond his/her control.
4. No new employees shall be hired in a job classification from which employees have been laid off until all laid-off employees have had an opportunity to return to work.
5. A laid-off employee may reject a job opening of less hours and/or days without forfeiting re-employment rights.
6. Employees who wish to waive recall rights may do so by written notification to the District.
7. Employees returning from layoff shall have previously accrued sick leave and seniority reinstated but shall not receive benefits for the period of the layoff.

## ARTICLE 6

### JOB POSTINGS/TRANSFERS

#### A. Job Postings and Transfers

1. Whenever a vacancy occurs in a position, which the administration intends to fill, the administration shall post an in-house notice of the vacancy in all buildings for a period of not less than five (5) working days. A copy of each posted notice will be given to the Union President at the time of posting. Qualified in-house employees will be given the opportunity to fill the position under probationary status for ninety (90) working days.

In the event additional hours are made available and such hours are not student or time specific, the hours will be posted as a vacancy subject to bidding by current members. Such hours will be awarded to the most senior qualified employee. This shall not be construed to read that employees shall be placed in a position that would result in overtime.

2. Current employees of the District may bid for such postings by making written application on the form provided by the District. In the event that the District judges the job-related qualifications of an outside applicant to be equal to those of a current employee, preference shall be given to the current employee.
3. In the event that the District judges that job-related qualifications of two or more current employees to be equal, preference shall be given to the employee with the greatest District seniority.
4. All requests for transfers between buildings and/or positions must be made in writing with the District Office. Such request will be considered before any transfer decision is made by administrative staff.
5. If a regular employee changes job classifications, that employee will serve a ninety (90) working day trial period; however, the employee will remain eligible for all fringe benefits the same as a permanent employee. The District shall have the right to return the employee to his/her prior classification within ninety (90) working days. The employee may decide within the first ninety (90) working days after the change of job classification, to return to his/her former position without loss of pay or benefits for the former position.

## **ARTICLE 7**

### **PERSONNEL RECORDS**

#### **A. Personnel Records**

1. The personnel records of each employee in the bargaining unit shall be maintained in the District Office. No information of a critical nature, (i.e., a warning, reprimand, evaluation, parental complaint, etc.), shall be placed in an employee's personnel file unless the employee has had an opportunity to review the material and sign or initial the copy to be filed. In the event the employee refuses to sign or initial such documents, a witnesses' signature shall be deemed valid. It is understood that the employee's signature does not indicate agreement. An employee shall have the right to attach a written statement of explanation to any material, which the employee believes to be incorrect or derogatory.
2. Employee's personnel records shall be available for inspection upon the employee's request during normal office hours. An employee may request that letters of warning, reprimand, etc., excluding evaluations, be removed from the employee's file after three (3) years, provided that no subsequent such entries have been made in the file. Such request shall be submitted to the Superintendent for action. If the Superintendent denies the request the employee shall have the option to appeal that decision to the Board. The Board's decision on such requests will be final and binding.
3. Material placed in the personnel record of an employee without conformity with the provisions of this Agreement will not be used by the District in any subsequent evaluation or disciplinary procedure involving the employee.
4. All employees shall be given a written evaluation report annually. The information in the evaluation shall be reviewed with the employee in a personal conference with the supervisor making the evaluation.
5. Employee evaluations may be appealed through the grievance procedure contained in this Agreement to the Superintendent only, whose decision shall be final and binding. No such appeal may be made to arbitration through the grievance procedure in this contract or by unfair labor practice complaint.



## **ARTICLE 8**

### **PROBATIONARY PERIOD**

All new employees to the District shall serve a 180 working day probationary period before becoming a regular employee. The probationary period will start with the first regular day worked and will end in 180 working days. Two written reviews must be completed by their supervisor by day 90 and day 135, otherwise the employee is considered a regular employee.

## **ARTICLE 9**

### **HOLIDAYS/VACATIONS**

#### **A. Holidays**

1. When these days fall within the work schedule, employees will be paid for the following holidays:
  - Labor Day
  - Veterans' Day
  - Thanksgiving Day
  - The Friday after Thanksgiving
  - Christmas Day
  - New Year's Day
  - Martin Luther King Jr. Day
  - Memorial Day
  - Fourth of July

Holiday pay shall be based upon and prorated upon the employee's pay rate and the number of hours worked during a regular workweek for which that employee is normally scheduled. To qualify for holiday pay, the employee must be actively at work and work the schedule workday the day before and the day after the holiday or be on an authorized absence approved by the supervisor.

2. Employees required to work on a designated paid holiday will be paid time and one-half for all hours worked in addition to their regular pay.

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

#### **B. Vacation Pay**

1. Twelve-month employees shall receive two (2) weeks' paid vacation after one full fiscal year of work. After five (5) years of continuous employment, one vacation day will be added for each year, to a maximum accrual of 20 days vacation per year. Vacation hours may be accumulated for a total of 30 days before the employee will be required to take the vacation or lose hours earned. New employee's vacation shall be prorated to June 30 of the school year employed.
2. Less than twelve (12) month employees hired after July 1, 2002 will not be eligible for vacation bonus pay. Less than twelve (12) month employees hired before July 1, 2002 will have their vacation frozen at the number of days they received for the fiscal year 2001-2002.
3. Vacations will be scheduled by the employee through the immediate supervisor. In cases of conflicts between two or more requests, the immediate supervisor will utilize seniority for resolution of such conflicts. The District retains the right to restrict the number of people out on vacation at any one time and further retains the right to restrict the timing and length of vacation scheduling.

## ARTICLE 10

### LEAVES

#### A. Sick Leave

##### 1. Annual Sick Leave

- a. Pursuant to ORS 332.507, ten (10) days with full pay or one day per month employed, whichever is greater, will be granted to each classified employee in the bargaining unit each year for absence or medical appointments, due to personal illness or injury. Sick leave shall be computed for the annual period of the fiscal year beginning July 1 and ending June 30. Sick leave for any classified employee, which is not used in any one fiscal year, shall accumulate without limit.
- b. Less than full-time employees shall have their sick leave prorated. For example, an employee who works 4 hours a day will be granted the equivalent of 5 days of sick leave or 40 hours per year.
- c. Sick leave may be used for personal illness/injury, pregnancy or family medical leave as defined in the State and Federal Family Medical Leave Acts (OFLA and FMLA). Sick leave may apply for:
  1. Leave to care for a family member; or
  2. Leave for the Employee's serious health condition; or
  3. Leave for the birth, adoption, or placement of a foster child; or
  4. On the job injury compensable under worker's compensation if the injury is a serious health condition.

The District will, upon notice of an employee taking OFLA/FMLA leave, provide the employee with a detailed notice of his or her legal rights and responsibilities.

- d. Employees shall notify their administrator/ supervisor promptly at the onset of illness.
- e. The District may require certification by the employee's attending physician or state- licensed practitioner that illness or injury prevents the employee from working after they have missed in excess of five (5) consecutive workdays.

##### 2. Sick Leave Bank

A sick leave bank may be established by the Union for the purpose of providing additional sick leave benefits to bargaining unit members who have exhausted their accumulated sick leave. The number of days in the bank shall be made up of individual employee donations. Management of the procedures for maintaining the sick leave bank and for granting the use of donated days shall be the sole responsibility of the Union, subject to the following guidelines:

- a. No employee can donate more than two days per year.
- b. Upon receiving an application for utilization of the sick leave bank, the Union will

solicit contributors.

- c. The sick leave bank is developed for specific individual use and not general accumulation, however all unused hours will be carried forward until exhausted.
- d. Employees donating sick leave must donate it for a specific person.

3. Workers' Compensation

- a. Employees are insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the employer. An employee injured on the job must file a report with the District office. The day of injury shall be considered a workday, and the employee shall receive his normal salary for that day.
- b. Sick leave used in conjunction with Workers' Compensation may be prorated in relation to funds received from such insurance. Use of sick leave in this manner shall be at the option of the employee and is subject to the employee's accumulation of sick leave. Employees may use vacation leave in the same manner.
- c. The District shall pay insurance in accordance with ORS 743.530

- B. Professional Leave:** The Superintendent may authorize absence for professional purposes with full pay in the following instances: any classes, workshops, demonstrations, etc., directly connected to the job being performed.
- C. Personal Leave:** Two (2) days of personal leave shall be granted to each member of the bargaining unit each year of the Agreement. The use of personal leave must be approved by the administrator based on business necessity such as personnel situations. Personal leave may be used for personal reasons to include extending a vacation or holiday period. Requests for personal leave must be made at least 48 hours in advance, except in the case of an emergency. Unused personal leave will be credited to the member's sick leave account at the end of the fiscal year.
- D. Death in Family:** Leave with pay for a reasonable period of time (not to exceed five (5) days per incident) shall be granted in the event of the death of spouse, son, daughter, parent, brother, sister, grandparent, grandchild, aunt, uncle, father, mother, son, daughter, aunt or uncle, stepchild, step parent, in-law, or member of the immediate household. In the event of a funeral for a relative not listed above the employee shall be authorized to take one (1) day with pay.
- E. Emergency Leave:** Leave (not to exceed five (5) days per incident) with pay for a serious emergency which is not covered by any other paid leave. An example of a serious emergency is a house fire or other damage to an employee's personal residence, which requires time off to find temporary housing.
- F. Family Medical Leave:** Leave granted under this section shall be in accordance with the Federal and State laws relating to Family Medical Leave. Employees may use available paid leave days for Family and Medical Leave purposes. The District retains the right to request those employees with available paid leaves days to use such days during the Family and Medical leave. The District also retains the right to require that the paid leaves run concurrently. The employee is responsible for contacting the Personnel Director to complete the FMLA and/or OFLA application process for any absences of five (5) consecutive days or more.

**G. Jury Duty**

1. If an employee is asked to appear for jury duty for a case in court, the Superintendent shall authorize such absence without loss of pay, provided that:
  - a. A copy of the jury duty notice must be filed with the District Clerk.
  - b. The fee received for jury duty shall be deducted from the employee's pay. Mileage and meal reimbursement from the court shall be retained by the employee.
  - c. If the employee is excused by noon from jury duty, employee shall return to their building and report to the principal/supervisor for services required.
  - d. In the event such employee is a swing shift employee, time of return to work shall be determined on a case-by-case basis by the supervisor.
  - e. Employees may secure support from the District Office in seeking relief from jury duty when it interferes seriously with professional obligations to the work assignment.

**H. Court Appearance**

1. If an employee is subpoenaed to appear as a witness for a case in court which is related to District business, the Superintendent shall authorize such absence without loss of pay, provided that:
  - a. If employee receives a fee for appearance in court, the fee will be deducted from employee's pay.
  - b. A copy of the subpoena must be filed with the District Clerk.
  - c. If the employee is excused by noon from court appearance, employee shall return to their building and report to the principal/ supervisor for services required.

## ARTICLE 11

### GENERAL CONDITIONS

- A. Equipment :** Employees shall not be obligated to furnish any equipment to perform his or her duties and are encouraged to make equipment purchasing recommendations to the District. The District shall furnish tools for all employees as determined to be needed by the supervisor. Employees shall not be liable for accidental loss or damage to the District's equipment or property.
- B. Carpenter/Maintenance and/or Groundskeeper Vehicle:** The District will provide a vehicle for the employee who fills the positions of carpenter, carpenter/maintenance and/or grounds keeper whenever it is necessary to haul supplies, materials, or equipment to various job sites in the District.
- C. Higher Class Pay:** An employee will have the first opportunity to be assigned by the District to replace an absent employee in a higher classification so long as the employee is qualified. The employee will be entitled to the rate of pay for the higher classification. After completing their temporary assignment, the employee shall return to their previous classification and salary.

**ARTICLE 12**  
**EMPLOYEE DISCIPLINE**

- A. No regular employee shall be disciplined without just cause.
- B. Discipline may include, but is not to be limited to, oral or written reprimands, suspension, demotion and discharge. All disciplinary action imposed upon an employee, except oral reprimands given privately, may be protested as a grievance through the regular grievance procedure set forth in this Agreement.
- C. If the District determines there is just cause for discharge, the District shall deliver to the employee and the union a written notice of the discharge and specify the principal grounds for such action. The discharge of any employee may be appealed through the grievance procedure set forth in this Agreement.
- D. This Article shall not apply to any employee on initial probation; and, no issue of discipline of probationary employees may be appealed through the grievance procedure set forth in this Agreement.
- E. An employee being disciplined or discharged in accordance with this Article shall have the right to Association representation at any or all meetings.

## **ARTICLE 13**

### **RIGHTS OF THE UNION**

#### **A. General Rights**

The Union President, or any other Union official authorized by the Union, may designate one person per building as representatives of the Union in any matters pertaining to collective bargaining and labor relations.

The District agrees that for the life of this Agreement, it shall not contract out any bargaining unit work except to the extent that specialized contractors may be utilized to perform work requiring state or federal licensure for which no bargaining unit employee possesses.

#### **B. Release Time**

1. Subject to the provisions contained in paragraphs H, I, and J of Section II, of the grievance procedure in Article 14 of this Agreement, whenever an employee is authorized to represent an employee in the grievance procedure, the representative will be released from duty for that purpose. Such release time will be considered time worked.
2. Once each year, three (3) employees designated by the Association will be released from duty for a period not to exceed three (3) days for the purpose of attending the Association's annual convention. Upon the approval of their immediate supervisor, employees may use sick days, which they have accrued during their employment in the District, vacation for twelve-month employees when school is not in session, or unpaid leave.
3. If negotiations for a successor Agreement occur during an employee's regular scheduled work time, such employee shall be entitled to attend those negotiations but such time shall not count as work time. However, the employee shall schedule on the next available day make-up for the work time missed. Make-up time shall not be subject to any overtime claims by the affected employee.

#### **C. Use of Facilities**

The Union has the right to the reasonable use of the facilities and equipment of the District such as meeting rooms, typewriters, duplicators, telephones for the preparation of negotiating materials, postings, and the dissemination of Union information to the membership. The Union will pay the reasonable cost of any material used for these purposes. Any use provided in this Article will be arranged in advance with the appropriate District authority and will not interfere with the operations of the District.

#### **D. Bulletin Boards**

The District shall make a reasonable amount of space available to the Union on a bulletin board in each building clearly marked for the exclusive use of the Union.



**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

**Section I - Definitions**

- A. "Grievance" shall mean a complaint by the Union, an employee or a group of employees that there has been to him/her or them a violation or inequitable application of any provision of the Agreement.
- B. "Aggrieved" is the Union, person, or persons who has/have the grievance and is/are presenting the complaint, also referred to as the grievant.
- C. "Party in Interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
- D. "Consultant" is the one who advises either party in interest.
- E. Representative" is the one who may speak for and/or advise a party in interest.
- F. "Immediate Supervisor" is the one who has direct administrative or supervisor responsibilities over the aggrieved in the areas of grievance as stated in school District policy.
- G. "Days" when used in this Article shall, except where otherwise indicated, mean the days the District's central office is open for business.
- H. "Persons Officially Involved" means the Superintendent, his/her representative and/or consultant and witnesses.
- I. "Union" is the Rainier Chapter #89 of the Oregon School Employees Association.

**Section II - General Provisions**

- A. These procedures should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. Time limits will not be extended except by mutual Agreement of the parties involved at any level of the procedures.
- B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- C. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures.
- D. Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.

- E. All documents, communications and records of a grievance will be filed in the School District office separately from the personnel files. References to the records, such as a summary, should be placed in the appropriate personnel file(s).
- F. Forms for processing grievances shall be prepared by the Superintendent or his/her designated representative in cooperation with the Union and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- G. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee, or student in school, will arrange an appointment through the principal/supervisor of the building. The District retains the right to deny requests for interviews until a time when instruction or work schedules will not be interrupted. Parental permission will be obtained prior to the interview of a student in a grievance proceeding.
- H. All parties will attempt to avoid the unnecessary involvement of students in the grievance procedures.
- I. All parties will avoid interruption of classroom and/or any other school-sponsored activities.
- J. All parties in interest, if possible, will process grievance after the regular workday or at other times which do not interfere with assigned duties.
- K. Each grievance shall have to be initiated within twenty (20) calendar days after the occurrence of the cause for the complaint, however, if the aggrieved did not become aware of the occurrence until a later date, then they must initiate action within ten (10) calendar days following first knowledge or when the grievant should have known of the cause. In failing to thus initiate action, the employee shall be considered to have no reasonable grievance.

### **Section III - Grievance Steps**

#### **A. Step I - Informal and Immediate Supervisor**

1. The aggrieved shall refer the grievance to his/her immediate supervisor within the timelines set forth in Section II, K, above. If the grievance is not satisfactorily resolved informally, it may be presented formally to the aggrieved's immediate supervisor. The grievance shall be in writing and state the specific provisions of the Agreement in dispute and the remedy sought. A meeting shall be held within ten (10) calendar days after the written grievance has been submitted. The response of the immediate supervisor shall be due ten (10) calendar days after the hearing. All processing in this Step I shall not exceed a period of twenty (20) calendar days from commencement of the grievance to and including any filing of a formal grievance.

#### **B. Step II - Superintendent**

1. If the grievance has not been settled, it may be presented to the Superintendent within five (5) calendar days after the response of the immediate supervisor is due. A hearing shall be held within ten (10) calendar days after the written grievance has been submitted. The response of the Superintendent shall be due ten (10) calendar days after the meeting.

#### **C. Step III - School Board**

1. If the grievance has not been settled, it may be presented to the Board of Directors within twenty (20) calendar days after the response of the Superintendent is due. A hearing shall be held within ten (10) calendar days after the grievance has been submitted. The response of the Board shall be due ten (10) calendar days after the hearing.

#### **D. Step IV - Arbitration**

1. If the grievance has not been settled, the Union may, within ten (10) calendar days after the response of the Board of Directors is due, serve notice of its intent to arbitrate the grievance. Such notice shall be in writing and delivered to the Superintendent.
2. After the Union has indicated its desire to take a grievance to arbitration, the Union shall request the Employment Relations Board to submit a list of the names of five (5) arbitrators to the parties. The parties shall select an arbitrator from the list by such method as they may jointly elect, or if they are unable to agree upon such method, then the method of alternative striking of names shall be by lot. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, add to or detract from the terms of the Agreement. That decision shall be within the scope and terms of the Agreement and in writing. The arbitrator's remedy shall be limited in retroactivity to a period not exceeding ninety (90) calendar days prior to the date of filing of the formal written grievance.
3. The arbitrator's fee and expenses shall be shared equally between the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

## **ARTICLE 15**

### **STRIKES/LOCKOUTS**

- A. The Union and its bargaining unit members will not initiate, cause, or participate or join in any strike, work stoppage, slowdown, or other restriction of work during the term of this Agreement.
- B. There will be no lockout of employees in the unit by the District as a consequence of any labor dispute arising during the period of this Agreement.

## **ARTICLE 16**

### **LABOR/MANAGEMENT COMMITTEE**

The committee will consist of three (3) OSEA members and three (3) administrators. Normal meeting times would be monthly from September through June. The committee will meet by September 15 of each year.

The committee will establish its own operating ground rules. It will meet during the workday. It is not the purpose that the committee will solve grievances or interpret the contract. The purpose of the committee is to deal with issues larger than one person.

No solution reached by the Labor/Management Committee can violate this Agreement or District policy unless both the District and the Union approve.

After the first year, one member of each team will rotate off and another will be added.

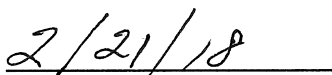
ARTICLE 17

EXECUTION/SIGNATURES

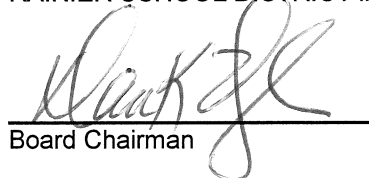
Executed this 11th day of December, 2017, at Rainier, Oregon, by the undersigned officers by the authority of, and on behalf of Rainier Chapter #89 of the Oregon School Employees Association and the Rainier School District No. 13.

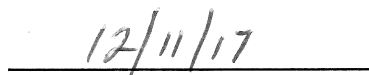
OSEA CHAPTER #89 - RAINIER

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Date

RAINIER SCHOOL DISTRICT #13

  
\_\_\_\_\_  
Board Chairman

  
\_\_\_\_\_  
Date

**APPENDIX A**

**WAGE SCHEDULE**

**2018-2019 (2.5% Increase)**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Instructional Assistant	12.12	12.56	13.02	13.49	13.98	14.49	15.01	15.56	16.12
Library Coordinator	12.48	12.93	13.40	13.88	14.39	14.91	15.45	16.01	16.59
Cook I, Briarcliff	13.33	13.82	14.32	14.84	15.38	15.93	16.51	17.11	17.73
Cook II, Briarcliff	11.90	12.33	12.78	13.24	13.72	14.22	14.73	15.27	15.82
Cook III, Briarcliff	11.33	11.74	12.17	12.61	13.07	13.54	14.03	14.54	15.07
Maintenance Worker	15.78	16.35	16.94	17.56	18.19	18.85	19.54	20.25	20.98
Maintenance Operator	15.78	16.35	16.94	17.56	18.19	18.85	19.54	20.25	20.98
Maintenance Coordinator	18.45	19.12	19.81	20.53	21.27	22.04	22.84	23.67	24.53
Computer Technician	16.16	16.75	17.35	17.98	18.64	19.31	20.01	20.74	21.49
YTP Transition Specialist	14.57	15.09	15.64	16.21	16.80	17.41	18.04	18.69	19.37
Preschool Instructor	19.34	20.04	20.77	21.52	22.30	23.11	23.95	24.82	25.72
Speech Pathology Assistant	23.27	24.11	24.99	25.89	26.83	27.80	28.81	29.86	30.94
Charter School Assistant	14.80	15.34	15.89	16.47	17.07	17.69	18.33	18.99	19.68
Secretary I	14.80	15.34	15.89	16.47	17.07	17.69	18.33	18.99	19.68
Bookkeeper	15.99	16.57	17.17	17.79	18.44	19.10	19.80	20.52	21.26
Assistant Pool Manager	11.32	11.73	12.15	12.59	13.05	13.52	14.01	14.52	15.05
Custodian	12.14	12.59	13.04	13.51	14.00	14.51	15.04	15.58	16.15
Head Custodian	13.18	13.66	14.16	14.67	15.20	15.75	16.32	16.92	17.53

**2019-2020 (2.5% Increase)**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Instructional Assistant	12.43	12.88	13.34	13.83	14.33	14.85	15.39	15.94	16.52
Library Coordinator	12.79	13.25	13.73	14.23	14.75	15.28	15.84	16.41	17.00
Cook I, Briarcliff	13.67	14.16	14.68	15.21	15.76	16.33	16.92	17.54	18.17
Cook II, Briarcliff	12.19	12.64	13.09	13.57	14.06	14.57	15.10	15.65	16.22
Cook III, Briarcliff	11.62	12.04	12.47	12.93	13.40	13.88	14.38	14.91	15.45
Maintenance Worker	16.17	16.76	17.37	18.00	18.65	19.32	20.03	20.75	21.50
Maintenance Operator	16.17	16.76	17.37	18.00	18.65	19.32	20.03	20.75	21.50
Maintenance Coordinator	18.91	19.59	20.30	21.04	21.80	22.59	23.41	24.26	25.14
Computer Technician	16.56	17.17	17.79	18.43	19.10	19.79	20.51	21.26	22.03
YTP Transition Specialist	14.93	15.47	16.03	16.61	17.22	17.84	18.49	19.16	19.85
Preschool Instructor	19.83	20.54	21.29	22.06	22.86	23.69	24.55	25.44	26.36
Speech Pathology Assistant	23.85	24.71	25.61	26.54	27.50	28.50	29.53	30.60	31.71
Charter School Assistant	15.17	15.72	16.29	16.88	17.49	18.13	18.78	19.47	20.17
Secretary I	15.17	15.72	16.29	16.88	17.49	18.13	18.78	19.47	20.17
Bookkeeper	16.39	16.98	17.60	18.24	18.90	19.58	20.29	21.03	21.79
Assistant Pool Manager	11.60	12.02	12.46	12.91	13.38	13.86	14.37	14.89	15.43
Custodian	12.45	12.90	13.37	13.85	14.36	14.88	15.42	15.97	16.55
Head Custodian	13.51	14.00	14.51	15.04	15.58	16.15	16.73	17.34	17.97