

Agreement Between
Monroe School District #1J
and
Oregon School Employees Association
Chapter #83, AFT Local 6732



July 1, 2011 - June 30, 2013

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Monroe School District Proposal

Article 1 — Preamble/Recognition

- A. This Agreement is entered into between the Board of Education on behalf of Monroe School District #1J, herein referred to as the “Board” or “District” and the Oregon School Employees Association (OSEA) Chapter #83, AFT Local 6732, herein referred to as the “Union.”
- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for all employees included in the bargaining unit.
- C. The District recognizes the Union as the exclusive representative for collective bargaining for all classified employees. Specifically excluded are all substitutes, temporary, supervisory, confidential, managerial, those employees in the District in the teachers and substitute units, student workers, employees working under grants for three years or less (except the District’s Title programs), and any other employees whose position requires a teaching certificate.
- D. **Definitions**
 - 1. **Employee**
The term “employee,” shall include all bargaining unit members unless otherwise designated.
 - 2. **Substitute Employees**
A “substitute employee” is one hired for the purpose of filling the position of an employee on approved or unapproved leave or to fill a position during recruitment for a regular employee; or to fill a position vacated by an employee serving a probationary period pursuant to Article 9(B).
 - 3. **Temporary Employee**
A “temporary employee” is one hired on for a limited period of time not to exceed eighty (80) consecutive working days to fill a position created for the purpose of completing a specific task or assignment.
 - 4. **Supervisory and Confidential Employees**
Defined in accordance with ORS 243.650, and includes those positions designated as supervisory or confidential by the District as of January 1, 1996.

Article 2 — Severability

Pursuant to ORS 243.702, if any words or sections of this Agreement are held to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or constitutional amendment, or by inability of the employer or employees to perform to the terms of the Agreement, upon request of either the District or the Union, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for the invalid words or sections of this Agreement.

Article 3 — District Rights

The District retains all rights, powers and authority vested in it by the laws and Constitution of the state of Oregon and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes or as set forth in any manner whatsoever or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever; provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under the Public Employee Collective Bargaining Act. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer;
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, 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;
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees;
4. 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 of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
5. Adopt reasonable rules and regulations;
6. Determine the qualifications of employees, including physical conditions;
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

8. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement;
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth. The Board retains all functions and rights to act not specifically nullified by this Agreement.

Article 4 — Grievance Procedure

A. **Definitions:**

1. For the purpose of this Agreement, a grievance is defined as a difference of opinion regarding the meaning, interpretation, or application of this Agreement.
2. The “grievant” is the person or persons who has a grievance and is making the complaint.
3. The “party in interest” is either the person or persons making the complaint or the person or persons responding to the complaint.
4. A “representative” is an individual chosen to speak for or advise a party in interest.
5. “Days” shall, except where otherwise indicated, mean days the District office is open.

B. **General Procedures:**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept informal.
2. The time limits referred to in these procedures are to be considered maximum. Failure at any level of this procedure by the grievant 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 by the District at any level of the procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
3. Students will not be involved in the investigation process except where their role is one of “witness” and their involvement is necessary for presentation of the case by either party.
4. All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties.
5. All parties in interest have a right to a representative of their own choosing at any meeting at each level of this grievance procedure.
6. This contract contains a grievance procedure as one means of resolving disputes. If any claim, suit, or charge is filed with any state or federal agency or court subsequent to the filing of a grievance and related to the grievance, the grievance shall be immediately withdrawn and considered null and void regardless of its

stage in the grievance procedure. Any arbitrator's decision shall be rendered null and void. If any claim, suit, or charge is filed prior to filing a grievance, the Union and its members waive any and all rights to file a subsequent grievance related to the subject of the claim, suit, or charge.

C. **Levels of Grievance**

1. The grievant will first discuss his/her grievance with the immediate supervisor, with the objective of resolving the matter informally.

Such discussion must be requested within twenty (20) days following the act or condition which is the basis of the complaint; or, if the grievant had no knowledge of said occurrence, at the time of its happening, then within twenty (20) of the first such knowledge.

2. If the grievant is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with the Superintendent within ten (10) days of the discussion with the immediate supervisor. This complaint shall set forth the grounds upon which the complaint is based, the contract provision violated, the date of occurrence and the remedy sought. The Superintendent shall communicate his/her decision in writing within ten (10) days to the grievant. Within ten (10) days of the receipt of the decision rendered by the Superintendent, the grievant, if not satisfied with the decision of the Superintendent, may appeal in writing to the Board.
3. Appeals to the Board shall be heard within thirty-five (35) calendar days of receipt of the appeal. Written notice of the time and place of the hearing shall be given fifteen (15) calendar days prior thereto to the grievant. The parties' attendance at the hearing of appeal shall be restricted to the party in interest and representatives.

Within ten (10) working days of hearing the appeal, the Board shall communicate its written decision to the grievant.

4. If the grievant is not satisfied with the decision of the Board, he/she may petition the Union and the District for arbitration of said grievance. The Union must approve any arbitration request to the District in writing. If the grievant and Union have complied with these requirements within ten (10) calendar days from receipt of the Board's decision, the parties shall jointly request a list of five (5) arbitrators from the Employment Relations Board. Each party shall strike two (2) names from the list and the remaining person shall be considered selected. The striking shall be completed within ten (10) calendar days of receipt of the list.
5. The arbitrator shall schedule and conduct the meeting not open to public and issue a written decision. The issue before the arbitrator shall be the original grievance as filed in writing. The authority of the arbitrator shall be limited to interpreting the specific provisions of this Agreement and determining if it has been violated by the District.

The arbitrator shall have no authority to add to, amend, alter, modify or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be binding subject to the limits of his/her authority. The arbitrator shall be without authority to substitute his/her judgment for that of the District in any matter not specifically contracted away by a provision of this Agreement. No issue shall be subject to arbitration and no arbitration award shall grant any relief for this occurrence or action prior to the execution date of this Agreement.

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

6. All grievances shall be kept in a grievance file separate from the personnel file.

Article 5 — Rights and Responsibility of the Union

- A. The Union may use school buildings for Union meetings in accordance with Board policies under the same conditions as any other private nonprofit or noncommercial organization.
- B. The Union may use duplicating equipment on school premises in accordance with Board policies under the same conditions as any other private nonprofit or noncommercial organization. The District may assess actual costs for the use of the equipment.
- C. The Union may place material in employee mailboxes.
- D. The Union may place materials on a portion of the bulletin board designated by the District in each of the school employee lounges.
- E. Representatives of the Union may have access to work areas in accordance with building visitor procedures and may conduct business with employees during the employees' non-duty times.
- F. Dues deductions shall be in accordance with ORS 652.610.
- G. **Fair Share**
The parties agreed to implement a fair share process pursuant to the following procedure:
 - 1. The District shall deduct an amount equal to one hundred percent (100%) of the dues of the Oregon School Employees Association from the pay of each employee who is not a member of the Union, as a fair share fee commensurate with the cost to the Union of collective bargaining and contract administration.
 - 2. Any employee who has not requested payroll deduction of Union dues, or who has not certified to the District that he/she has paid his/her dues directly to the Union, shall be subject to the provisions of this procedure.
 - 3. Employees who have bona fide objections to Union membership will document these for the Union. Upon written proof to the Union and the District, the fair share amount will be contributed by the Union to a non-religious charity chosen by the Union and the employee.
 - 4. The Union shall hold the District harmless from any and all claims, suits, orders, or judgments against the District as a result of deductions made and transmitted under this article, provided that the District gives timely notice of any claim to the Union, tenders to the Union the defense of the claim, and fully cooperates with the Union and its designated counsel in the defense of the claim.
 - 5. Any employee or non-member who pays fair share shall have the right to vote on the ratification of this Agreement and any modifications or re-openers to this Agreement.

Article 6 — Reduction in Force and Recall

A. Notice/Definitions

1. If the Board decides in a public meeting to conduct a reduction in force, it will send the Union a written letter within two (2) working days of the Board meeting and the district will notify the affected employee(s) within thirty (30) days of the effective date of the reduction in force. The Union may request a list of OSEA #83 members and their hire dates.
2. Notice: Notice shall be deemed given by certified mail.
3. Reduction in Force is defined as (1) the elimination of a position; or (2) any reduction in an employee's scheduled annual hours of work beyond a ten percent (10%) reduction for employees working four (4) hours/day or more or beyond a ten percent (10%) reduction for employees working less than four (4) hours/day.
4. Seniority, for the purpose of reduction in force and recall, shall be defined as the length of continuous service from the most recent date of service in the District. Seniority from the former component districts shall be retained by those employees who were employed by one of the component districts in 1994-95 and were re-employed by the Monroe School District #1J in August or September 1995. Continuous service is defined as uninterrupted service. Leaves of absence granted with approval shall not be deemed as interruption of service if 60 days or less and shall be counted in the determination of length of continuous service.

B. Reduction in Force

1. For the purposes of the reduction in force process, classification categories and job classifications are defined as follows:

Food Service Category (this includes the following job classifications: Asst. Cooks, Head Cooks, Cooks);

Educational Assistants Category (this includes the following job classifications: Educ. Asst. I [general assistants, Title I assistants], Educational Assistant II [Special Education Assistant], Educational Assistant III [ESL, Distance Learning, and Library Assistants]);

Custodians/Maint. Category (this includes the following job classifications: Custodian, Head Custodian, Maintenance);

Secretaries/Office Assistants Category (this includes the following job classifications: Office Assistant, Building Secretary.)

2. The District will determine, based on program needs, which positions will be reduced. If the Board deems ability, work performance and special training to be equal between two or more employees, the employee with the least seniority will be reduced. For the purpose of this Article a special skill will be defined as a skill that cannot be learned in a reasonable¹ period of time. However, the District reserves the right to a reduction in force out of order of seniority if retention of special job skills is required.

Employees who hold positions targeted for reduction in force will be laid off first within job title, then within job classification on the basis of District seniority.

Present employees will be considered for positions before recallable employees.

3. If the employee has the ability and/or special training for a position in a lower classification within or outside of their classification category and the employee agrees, the Board may allow the employee to displace a less-senior employee.
4. Employees allowed to displace as outlined in sections above, will enter the new job classification at the experience step which most closely approximates the affected employee's hourly rate at the time of reduction in force.

C. Recall

1. An employee who is laid off shall be eligible for recall for twenty-four (24) consecutive months from the date of his/her layoff reduction in force.
2. The District shall notify laid-off employees of a position opening by certified letter, return receipt requested, at their address of record as maintained by the employee in the District administrative office. Laid-off employees shall have seven (7) days (days that the District office is open) from receipt of such notification in which to accept the position. Failure to respond to the notification will cause the laid-off employee to forfeit all further recall rights. The District shall specify the starting date, which will be no more than two (2) weeks from the date of the notification letter.
3. If the employee cannot be reached at his/her last known address (as above) or if he/she rejects any position for which he/she is qualified which is offered to him/her within his/her classification category that provides one hundred percent (100%) of total annual compensation earned at the time of reduction in force, he/she shall forfeit all re-employment rights. If an employee accepts a position that provides less than one hundred percent (100%) of total annual compensation earned at the time of reduction in force, the employee will remain eligible to recall into a position with greater total annual compensation, up to the level earned at the time of reduction in force, if it becomes available during the recall period.

¹As defined in Black's Law Dictionary

4. All currently existing monetary benefits will be available to the employee upon the employee's return to active employment, including their position on the salary schedule. Other benefits to which an employee was entitled at the time of reduction in force, such as accumulated sick leave, will be restored to the employee upon return to active employment.
5. Upon return to active employment, step advancement may be awarded to employees who worked six (6) months or more of the fiscal year in which the reduction in force occurred.
6. Employee benefits do not accrue during the period of reduction in force.
7. Employees who are laid off shall have the option to continue health insurance programs in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Article 7 — Vacancies and Transfers

- A. Employees desiring a transfer shall submit a request in writing to the District office. Applications for transfer must be renewed annually.
- B. Notice of vacancies for bargaining unit positions for both in-District and out-of-District candidates which occur during the school year will be posted for five (5) working days in each school building. Vacancies which occur during the summer recess period will be posted in the District office and in locations where the Board meeting agenda is posted. During summer recess, employees shall have summer recess postings put in the mail on the first day of the posting.
 - 1. Any employees who are interested in filling a vacancy should file an application pursuant to the posting requirements. The District shall evaluate applications from internal District candidates and interview those applicants before out-of-District candidates. The District, however, has the sole discretion to determine which candidate shall be hired. When two (2) or more applicants are found to be equally qualified for a positions, in the opinion of the District, the applicant with the greatest District seniority shall be selected.
 - 2. A vacancy is defined as a position without an incumbent which the District intends to fill.
 - 3. Job postings shall include number of hours.
 - 4. Employees who are involuntarily transferred and object to the transfer may appeal the decision to the Superintendent whose decision shall be final and binding.
- C. Employees who resign should give at least two (2) weeks' notice to the District.
- D. Temporary and seasonal employees are not covered by this agreement, however as a courtesy the District will post summer positions.
- E. Temporary or substitute employees may be used to fill positions of duration less than eighty (80) working days but longer than ten (10) working days, where the incumbent employee is on leave or it is a new position. These positions will be available to in-district candidates before being offered to out-of-District applicants and will be posted according to the procedures in this Article. The District shall evaluate applications from internal District candidates and interview those applicants before out-of-District candidates. The District, however, has the sole discretion to determine which candidate shall be hired. When two (2) or more applicants are found to be equally qualified for a position in the opinion of the District, the applicant with the greatest District seniority shall be selected. An in-District candidate who is selected shall return to their regular position and assignment at the end of the extended duration of the temporary or substitute assignment if that employee left a regular position.

Article 8 — Personnel Files

- A. Each employee shall have the right, upon request, to review the contents of his/her own personnel file exclusive of references/placement files received prior to the date of employment by this District.
- B. At the request of the employee, the District shall furnish a copy of such records. The employee will reimburse the District for the actual cost of providing this service.
- C. The employee shall have the right to make a written statement relating to any evaluation, reprimand or other document relating to District job performance placed in the personnel file. Such employee statement shall be attached to the document. All documents which are used to discipline an employee shall be placed in the personnel file and will bear proof that said document was shown to the employee.
- D. The personnel file shall be open only to such other persons as are officially designated by the District or to persons authorized in writing by the employee concerned.
- E. There shall be one (1) official personnel file for each employee. Supervisors of employees may establish and maintain a separate file on an employee for supplementary information purposes. These working files are not the official personnel file.
- F. Charges resulting in disciplinary actions (written reprimands, suspensions, dismissals) shall be permanent parts of the personnel file. Other materials upon request of the employee and approval of the Superintendent may be removed from the personnel file after three (3) years have passed.

Article 9 — Probationary Period

- A. Employees newly hired by the District shall have a three-month probationary period.
- B. Current employees hired into a different job classification shall have a three (3) month probationary period in that new classification. During the probationary period, an employee may be returned to his/her previous position or job classification if his/her work performance, in the opinion of the District, fails to meet specified work standards, or if the employee requests to be returned.
- C. Newly hired probationary employees may be dismissed for any cause deemed sufficient by the District.

Article 10 — Discipline

- A. No member of the bargaining unit will be reduced in hourly wage, suspended without pay, or reprimanded in writing, demoted or terminated without due process. Due process, for the purposes of this article, is defined as:
1. The employee will be told the charges and given the information forming the basis for such action.
 2. The employee will have an opportunity to respond to the charges.
 3. The employee will have an opportunity to discuss the matter with his/her supervisor.
 4. The charges and employee response may be reduced to writing and, upon request, the employee shall be allowed to meet informally with the Board, prior to any final action, at which time the Board shall discuss the reason(s) for such action. The employee will have the opportunity to include a statement in his/her personnel file.
- B. Disciplinary action shall be guided by the following criteria:
1. A fair and objective investigation;
 2. Disciplinary actions will be related to the seriousness of the offense;
 3. Disciplinary actions will be progressive in nature;
 4. Disciplinary actions will be based on substantial evidence in the whole record.
 5. Disciplinary actions will be administered impartially.

Article 11 — Compensation

- A. All employees who will be in steps 11 or above for the 2011-2012 school year will receive a 2% increase on step 10 for the 2011-12 school year. Those employees who have been with the District for 15 years or longer and are at the bottom of the wage scale will get a 30 cent hourly bonus added on to their wage. Those eligible for the bonus will be determined by their hire date.

All employees who are currently in steps 11 or above for the 2012-2013 school year will receive a 2% increase on their current wage (not counting any bonuses) for the 2012-2013 school year. Those employees who have been with the District for 15 years or longer and are at the bottom of the wage scale will get a 30 cent hourly bonus added on to their wage. Those eligible for the bonus will be determined by their hire date.

- B. Overtime will be administered in accordance with ORS 279.340. No overtime or compensatory time will be granted without prior written approval of the supervisor.
- C. During any status quo period, pursuant to ORS 243.712 (2)(d), no step advancements or merit increases shall be granted unless by mutual agreement of the parties.
- D. Employees shall be advanced one additional step on July 1 of each year provided the employee has worked at least fifty percent (50%) of the position's regularly scheduled annual hours. Step advancements are contingent on a satisfactory rating on the employee's annual evaluation. Newly hired employees shall advance to step 1 upon successful completion of the probationary period.
- E. An annual work schedule of at least 600 hours will be provided for all regular employees working three and one half (3½) hours/day or more, subject to any reductions in force pursuant to Article 6 or other reductions in hours worked. Employees who voluntarily reduce their hours below 600, through use of unpaid leave, may not be covered by PERS in accordance with PERS regulations.

At the beginning of each school year, new employees will be shown, and asked to sign, the statement provided in Attachment A pertaining to PERS coverage.

- F. The District will pay the employees 6% contribution to PERS.
- G. **Workday/Work Year**

The District will notify less-than-12-month employees of the estimated number of scheduled work hours in the work year prior to the start of the work year. If the number of scheduled days is reduced because of inclement weather or emergency during the school year, employees shall be given the option to make the days up at the close of the school year. The scheduling of the work assignment shall be at the discretion of the supervisor and/or principal. The District agrees to schedule food service employees for a minimum of four (4) days over the number of student days in the adjusted calendar to be worked immediately preceding and following the opening and closing of school (two (2) days preceding and two (2) days following).

H. Duty-Free Lunch Period

Employees who work a continuous shift of six (6) or more hours shall be eligible for an unpaid, duty-free lunch period of not less than thirty (30) minutes, normally between three (3) and five (5) hours after the start of the shift. If an employee is asked to remain on duty or to perform any tasks during the lunch period, the lunch period shall be paid.

I. Rest Periods

Each employee shall be eligible for a ten (10) minute break during each work shift of four (4) continuous hours, normally between one and one-half (1½) and two and one-half (2½) hours after the start of the shift.

J. Mileage

Employees will be reimbursed for mileage for the use of their own automobile for approved job-related activities. Prior approval must be secured from the Superintendent or building principal. Reimbursement will be at the Federal allowed level.

K. Show-up Pay

Employees whose time for reporting for duty is before the first notification is made not to report to work and who in fact reported to work will be paid for one (1) hour or the actual time served, if over one (1) hour, at the employee's regular rate of pay.

L. Call Back

An employee who has left work after completing his/her regular working day and who is subsequently called back to the District or who is called back to the District on a Saturday or Sunday shall be paid for one (1) hour or the actual time served, if over one (1) hour, for the work they are called back to perform.

M. Working Out of Range

Employees temporarily assigned by the District to replace an absent employee who is in a higher classification shall assume all of the duties and responsibilities of the assigned position and shall be considered to be working out of classification. Employees working out of classification shall be paid at their current step of the higher classification. For example, an Assistant Cook on step 5 assigned to work as Head Cook would be placed on step 5 in the Head Cook's wage column.

N. Compensation When Promoted

An employee promoted to a classification on a higher pay grade shall be placed on the step of the pay grade that provides an increase to his/her rate of pay.

O. Involuntary Demotion

An employee involuntarily demoted to a lower classification for poor or unacceptable work shall be placed on the lower class pay grade and step corresponding to that which the employee was placed when in the higher classification.

Article 12 — Insurance

- A. Insurance can include Medical, Dental and Vision. Employees who are scheduled to work:

2011-12

1. 8 hours per day will receive benefits of \$750.00 or \$375.00 towards a TSA.
2. 6 hours and up to but not including 8 hours per day and working less than 200 days per year will receive benefits of \$575.00 or \$300.00 towards a TSA.
3. Over 4 hours and up to but not including 6 hours per day and working less than 200 days per year will receive \$225.00 towards a TSA.

2012-13

1. 8 hours per day will receive benefits of \$800.00 or \$400.00 towards a TSA.
2. 6 hours and up to but not including 8 hours per day and working less than 200 days per year will receive benefits of \$625.00 or \$325.00 towards a TSA.
3. Over 4 hours and up to but not including 6 hours per day and working less than 200 days per year will receive \$250.00 towards a TSA.

- B. Employees who are double-covered under health insurance or are eligible for only one party insurance coverage, will be required to apply the difference in dollars between the insurance cap and the cost, if any, of their health insurance plan money to a tax-sheltered annuity plan.

Employees will annually be required to provide written proof of health insurance to the District. The employee will be responsible for any penalties or fines levied because of misinformation supplied to the District by the employee. The employee and the District will share equally in any back taxes, interest or penalties if the IRS were to rule that this plan is subject to taxes.

- C. The District has the right to choose carrier and coverage.
1. Employees newly hired by the Board shall be eligible for Board-paid insurance contributions upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
 2. The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
 3. The District's obligation towards contribution payments as provided herein shall cease on the first day of the month following the month in which the eligible employee was no longer employed by the District or the termination date of this Agreement, whichever is sooner.
- D. Employees may self-pay the premiums for life and LTD insurance coverage.

Article 13 — Holidays and Vacations

- A. There shall be the following holidays for, all employees who work one hundred sixty (160) days or more and have an FTE of .75 or higher subject to Section B, below:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day

There shall be the following holidays for all employees who work one hundred sixty (160) days or more and have an FTE of less than .75:

Christmas Day
New Year's Day
Veterans' Day
Thanksgiving Day
Memorial Day

- B. Employees shall be compensated for the holiday as though he/she had worked a regular schedule that day provided the employee had been regularly scheduled to work the day before and after the holiday (except for Christmas and New Year's).
- C. Twelve-month employees shall earn paid vacation time according to the following schedule:

Completion of year 1 – 5 Days Vacation
Completion of year 2 – 5 Days Vacation
Completion of year 3 – 5 Days Vacation
Completion of year 4 – 5 Days Vacation
Completion of year 5 – 10 Days Vacation
Completion of year 6 – 10 Days Vacation
Completion of year 7 – 10 Days Vacation
Completion of year 8 – 10 Days Vacation

Completion of year 9 – 10 Days Vacation
Completion of year 10 – 15 Days Vacation
Completion of year 11 – 15 Days Vacation
Completion of year 12 – 15 Days Vacation
Completion of year 13 – 15 Days Vacation
Completion of year 14 – 15 Days Vacation
Completion of year 15 – 20 Days Vacation

Vacations shall accrue on July 1. When an employee starts his/her employment after July 1, that first year will not count towards vacation time. Vacation time shall not accrue past June 30 of each year. In extraordinary situations, this date may be extended to August 31 upon written request of the employee and signed approval of the Superintendent.

Vacations shall be mutually scheduled by the employee and the supervisor. If there is no mutual agreement on the scheduling of vacation time then the superintendent shall either schedule the vacation or the accrued vacation time will be paid to the employee.

Article 14 — Leaves

A. **Bereavement Leave**

Up to five (5) days paid leave may be allowed per occurrence for the death of a member of the immediate family. Immediate family for this article shall be parents, parents-in-law, spouse, children, grandparents, brother or sister. Up to one (1) day paid leave will be allowed per occurrence for the death of an aunt, uncle, niece, or nephew, brother-in-law, or sister-in-law.

B. **Personal Leave**

Up to two (2) days with pay per year shall be granted when a substitute is available (unless waived by the District) for those times when leave is desired for personal commitments. The employee shall provide advance notice and sign a form prior to taking the leave. If classified employees take a freeze on step and salary as stipulated above then Article 14 will include the following: Should the employee not use these two days of paid leave, the District shall reimburse the employee for the unused portion of the two days at the employee's current salary. Payment shall be included in the last paycheck of the fiscal year in which the leave was not taken. Paid leave must be taken before unpaid leave will be granted.

C. **Sick Leave**

Pursuant to ORS 332.507, employees will receive ten (10) days paid sick leave per school year (or one (1) day per month employed, whichever is greater) due to personal illness or injury.

1. Sick leave shall accrue proportionally on the first day of each month worked each fiscal year. If the employee has worked for the District for at least two (2) consecutive years, they will be credited for their sick leave on the first day of service after July 1 of each year.
2. Employees may utilize sick leave for up to twelve (12) weeks to care for a seriously ill member of their immediate family pursuant to ORS 659.560 (FMLA).
3. Employees will be given a report on their sick leave accumulation annually.

D. **Jury Duty**

If an employee is summoned to serve on a jury, the District shall grant the employee leave with pay. If the employee receives a fee for these services, the fee shall be deducted from the employee's salary. However, the employee shall retain all monies collected for mileage and expenses while on jury duty.

E. **Professional Leave**

Paid professional leave may be granted for attendance at classes and workshops relevant to an employee's position upon request to their supervisor.

F. **Family and Parental Leave**

Family and parental leave will be administered according to state and federal statute.

G. **Other Leaves**

Other leaves of absence with or without pay may be granted at the sole discretion of the Board for good reasons. Such requests shall be submitted in writing to the Superintendent and at least one (1) week prior to regular board meetings.

Article 15 — Contracting Out

If the District decides to pursue subcontracting, the District will bargain the decision and impact with the Union, pursuant to ORS 243.698.

Article 16 – Safety Committee

The District will establish a Safety Committee in accordance with ORS 654.176, ORS 654.182, and OAR 437-001-0765.

The Safety Committee shall consist of:

- The Monroe School District #1J Superintendent,
- The Monroe High School Principal,
- The Monroe Grade School Principal,
- A representative of the Confidential Employees,
- A representative of the Certified Employees,
- A representative of the Classified Employees.

All employees who serve on the Committee will be volunteers and elected by their peers.

All employee terms of office will be two-year terms.

There will be no term limits.

When a vacancy occurs the District will hold an election for all candidates who volunteer to serve and the candidate who receives the most votes will be considered the winner.

All elections will be by secret ballot.

All elections will be overseen by the Superintendent, the President of the Certified Employees Union and the President of the Classified Employees Union.

When a vacancy occurs in mid-term a special election will be held in the same manner as described above and the winning candidate will serve the remainder of the term that they have been elected to complete.

The Safety Committee shall establish the rules by which they operate in accordance with the laws and regulations mentioned above.

The rules of governance shall be published and kept in public record along with the minutes of each Safety Committee meeting.

Article 17 — Term of Agreement

- A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions unless otherwise specified by the parties.

- B. 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 of any subject matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All the terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board’s direction and control.

- C. This Agreement shall be automatically renewed and shall be binding for additional periods of one (1) year unless either the Board or the Union gives written notice to the other no later than next November 1 prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement. If the notice is provided, the parties shall schedule a negotiations session in November, at which time the parties shall exchange their initial proposals, pursuant to ORS 243.712.

This Agreement shall be effective as of July 1, 2011, and shall be binding upon the Board, the Union, and their members, and shall remain in full force and effect through June 30, 2013.

Executed the 20th day of June, 2011, at Monroe School District #1J, Monroe, Oregon, by the undersigned officers by authority of and behalf of the Monroe School District #1J, Board of Education and the Oregon School Employees Association Chapter #83, AFT Local 6732.

FOR THE UNION:

FOR THE DISTRICT:

Signature

Signature

Date

Date

Attachment A

PERS Eligibility Notice for New Employees

Dear _____,

You are scheduled to work 600 hours or more during the _____ school year.

Should you voluntarily reduce your hours below 600, through use of unpaid leave, your position may no longer be covered by PERS in accordance with PERS regulations.

If you have questions, please contact _____ in the District office.

Employee signs to acknowledge receipt