

CONTRACT AGREEMENT
2012-13 thru 2014-15

Between

**OREGON SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 171**

And

**YAMHILL CARLTON SCHOOL
DISTRICT NO. 1
YAMHILL COUNTY, OREGON**

ARTICLE 1 - Recognition

- 1.1 The District recognizes the Association as the sole and exclusive collective bargaining representative for all employees who work in all regular full and part-time classified positions. Supervisors, confidential employees and substitute employees are excluded from the bargaining unit.
- 1.2 There shall be two signed copies of the final agreement for the purpose of records. One shall be retained by the District and one by the Association. Within one month of ratification of this agreement by both parties, the Board agrees to produce and make available to the president of the Association sufficient copies for each of the classified employees. Cost for producing these copies shall be borne by the District.
- 1.3 A substitute employee shall be defined as a person who replaces a regular employee for a period not to exceed 120 calendar days. If it becomes necessary for a substitute position to exceed 120 calendar days, or at the time it is apparent that the assignment will exceed 120 calendar days, the position shall become a temporary position.
- 1.4 A temporary employee shall be defined as a person hired for a grant-funded position, seasonal work or the extended absence of a regular employee for a period in excess of 120 calendar days and not more than one (1) year. The temporary employee shall become a member of the bargaining unit and shall have all the privileges and benefits of membership except layoff and recall rights. Temporary employees do not accrue seniority; however, when a temporary employee is hired into a regular position where there is not a break in employment, time spent as a temporary employee shall be credited toward seniority.

An Instructional Assistant working on a Conditional Contract with Yamhill Carlton School District is considered a temporary employee for purposes of contract language. These contracts exist to allow the District to employ staff members to work with students who have a medical or behavioral need for a one on one assistant. Contracts are renewed on a yearly basis and employment may be terminated any time the student withdraws from school or moves to another district.
- 1.5 The rate of pay for a substitute or temporary employee will be at least the lowest step of the classification for which the substitute or temporary employee is hired.

ARTICLE 2 - Dues Deduction

- 2.1 The District agrees to deduct from the wages of each Association member the dues of the Association. Authorization shall be in writing by each employee on the form provided by the Association.

- The determination of the management, supervisory, or administrative organization of each school or facility in the system, and the decisions of the employees for promotion to supervisory, management or administrative positions;
- The maintenance of discipline and control and use of the school system, property and facilities;
- The determination of the safety, health and property protection measures where legal responsibility of the Board or another governmental agency is involved;
- The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
- The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge, discipline or transfer employees;
- The creation, combination, modification or elimination of any classified position;
- The determination of the size of the work force, the allocation and assignment of work to employees, the establishment of quality standards and judgment of employee performance.

5.3 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 6 – Personnel Records

- 6.1 The personnel records of any employee in the bargaining unit shall be maintained in the District’s personnel office. Such personnel records shall not contain any information of a critical nature that does not bear the employee’s signature or initials indicating that the employee has been shown the material. An employee shall have the right to attach a written statement of explanation to any material. If the employee refuses to sign or initial such statements, then the supervisor or administrator, and a witness will then sign the statement which then is placed into the employee’s file.
- 6.2 The District agrees that it is an employee’s right under law to inspect his or her personnel file.
- 6.3 Material placed in the personnel records of an employee without conformity with the provision of this agreement will not be used by the Board in any subsequent evaluation or disciplinary procedure involving the employee.

- 2. Release time is not provided,
 - 3. The committee meets for an extended period of time.
- 7.8 Upon retirement an employee will be paid the following lump sum amounts based upon the number of full time equivalent years of service accumulated in the District:
- 10-14 years: \$500 15-19 years: \$1000 20 or more years: \$1500
- 7.9 In the event of the absence of a certified staff member who supervises IA's the District will ensure a certified person is assigned to cover for the absent staff member.
- 7.10 Employees who are eligible for step advancement will make such movement on July 1st of each year covered by this agreement. An employee shall work at least 70% of the contracts days for that position in any given year to qualify for the step/year advancement.

ARTICLE 8 - School Closures

- 8.1 The following guidelines are to be used in cases where school is cancelled or delayed due to inclement weather or other emergencies:

If school is delayed:

In the event of a late start, all employees report to work at their regular times, if it is safe to do so. If an employee is unable to report at the regular time, they are to report before the students arrive. Employees must notify their building Administrator if they are going to be delayed arriving at school. The Building Administrator will be responsible for making arrangements for making up any missed time.

If an employee is delayed beyond the student arrival time or cannot make it to work at all because of road conditions the employee must call their building level secretary to report the absence in AESOP as Unpaid, Vacation, or Personal leave.

If school is closed:

Teachers, Instructional Assistants, All Secretaries, and Food Service Workers:

Do not report to work and do not call the AESOP system to report an absence as the day may be rescheduled later in the school year if we are closed for more than the two days the state allows us.

ARTICLE 10 - Holidays

- 10.1 The following will be paid holidays for 12 month classified employees in the bargaining unit: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, December 24th and December 25th. All other employees in the Association will be paid for the following 5 holidays: Labor Day, Veteran's Day, Thanksgiving Day, President's Day and Memorial Day. Employees, who work the scheduled workday before and after July 4th as part of their regular contracted schedule, will also receive Independence Day as a paid holiday.
- 10.2 When a holiday falls on a Saturday the preceding Friday will be the holiday. When a holiday falls on Sunday the following Monday will be the holiday.
- 10.3 An employee will be compensated for the holiday as though he/she worked their regular schedule for the day. An employee who is required by the administration to work on any of the above named holidays shall receive the overtime rate for all hours worked in addition to his/her regular holiday pay.

ARTICLE 11 - Vacations

- 11.1 All employees on a 12-month schedule shall be entitled to two weeks of paid vacation annually, after their first full year of employment. An employee shall be granted one (1) additional week of vacation for service beyond five (5) years, and one (1) additional week of vacation after fifteen (15) year of District employment. The maximum vacation period shall be four (4) weeks. An employee may be allowed to carry over five (5) days of vacation from one year to the next. Vacations shall be scheduled and approved by the Superintendent, who will make reasonable effort to accommodate all requests.

Employees shall begin accruing vacation from date of hire but shall not be eligible to utilize vacation until the completion of one year of service. Should the employee's one-year completion of service occur during the middle of a fiscal year, the amount of vacation time awarded for the remainder of that fiscal year shall be prorated. Vacation requests shall be submitted at least 10 working days in advance and shall be granted on a first come, first serve basis. Normally, no more than two employees shall be out on vacation at one time. Exceptions may be granted by approval of the Superintendent.

ARTICLE 12 – Paid Leave

- 12.1 Sick leave is defined as absence from duty because of an employee's illness or injury. The District will allow each employee in the Association ten (10) days sick leave per school year or one (1) day per month employed, whichever is greater, in accordance with

- 12.7 An employee shall be granted leave with pay for service upon a jury, provided that upon being excused from jury service during any day, the employee shall return to complete his/her assignment for the remainder of the employee's regular work day.

Example: the employee's regular workday is eight (8) hours. He/she serves four (4) hours on jury duty, so he/she would be required to work the remaining four (4) hours at school that day. Any payment for such service, other than mileage, will be turned over to the District by the employee.

ARTICLE 13 - Unpaid Leave

- 13.1 With Board approval the District will grant leaves of absence without pay for up to one year.
- 13.2 An employee on Board approved leave without pay shall, be returned to a position in their classification at the end of the leave.
- 13.3 The District will comply with FMLA and OFLA specifically in relation to allowing employees who have exhausted their paid leave to use unpaid leave until FMLA and OFLA protected time is exhausted. They will also be able to maintain their group medical coverage at their own cost subject to COBRA laws and restrictions. The employee must request this action be taken.
- 13.4 Employees who have exhausted their sick leave and do not qualify for FMLA or OFLA leave due to their length of service or FTE shall be allowed leave without pay until the condition that placed them on sick leave is remedied or for a period not exceeding one year, whichever is less. The employee must provide the District with a written statement and documentation from their treating physician. The documentation must state when the employee is expected to return to work

ARTICLE 14 - Employment and Assignment

- 14.1 New employees will be placed on probationary status for the first four (4) months of employment. During this time they will have an opportunity to demonstrate their competence for a particular job. At the end of the probationary period the supervisor will perform an evaluation. If their performance is not satisfactory the District may consider reassignment or termination.
- 14.2 Reclassification of personnel is a District right and is the responsibility of the Superintendent. A request for reclassification or job description change may be submitted, through the Association, by any classified employee. The Superintendent shall approve or deny the change within ten (10) working days and notify, in writing, the employee and the Association of the decision.

ARTICLE 15 - Reduction in Force/Seniority

15.1 Layoff

Layoff is defined as the complete elimination of a specific position or as a permanent reduction of more than one (1) hour per day.

The District shall determine when a layoff is necessary and which job assignments will be affected. When the Board has formally determined a layoff is necessary, it will notify the Association in writing at least thirty (30) workdays prior to the layoff, except in the case of an emergency.

Seniority shall be defined as the length of continuous service for the District (any of the buildings) from the original date of hire within the bargaining unit. Seniority shall not accumulate while an employee is on an unpaid leave of 30 or more calendar days.

Classifications are defined as the individual job titles listed on the salary schedule in the appendices. Classification groups include classifications (job titles) that are similar and related in nature and generally progress upwards in terms of job responsibilities and wages.

The District will use the following procedures to implement a layoff:

1. Layoff will occur by classification, with the least senior employee in the affected classification being laid off. In unique circumstances the District may retain an employee with less seniority than one being laid off when the District can demonstrate that the less senior employee possesses specialized skills necessary to the performance of the job and that the more senior employee does not possess those unique skills.
2. Employees identified for layoff who have worked in a different classification shall have the ability to bump back into that classification provided they have greater seniority than another employee currently working in that classification. In these circumstances, the bumping employee must still possess the skills and competence necessary to perform the tasks of the former classification. Employees identified for layoff in a classification which is included in a classification group, may bump downward into a lower classification within that group provided they have greater seniority than another employee currently working in the lower classification. In these circumstances, the bumping employee must possess the skills necessary to perform the tasks of the lower classification. A skills test will be agreed upon by the District and the Association.

- 15.4 For seniority purposes, employees who are laid off and subsequently reinstated within twenty-seven (27) months shall retain cumulative seniority for all period of work except for the period of layoff.

ARTICLE 16 - Grievance Procedure

16.1 Definitions:

- A. “Contract Grievance” shall mean a complaint by an employee or group of employees that there has been to his/her/them a violation of inequitable application of any provision of the contract.
- B. “Aggrieved” is the person or persons who has the contract grievance and is presenting the complaint, also referred to as the complainant.
- C. The “Part in Interest” is either the person or persons making the complaint or the person or persons against who 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 supervisory responsibilities over the aggrieved in the area of grievance as stated in School Board Policy.
- G. “Days” – The term “days” when used in this article shall, except where otherwise indicated, mean the aggrieved working days.
- H. “Persons Officially Involved” means the Superintendent, his/her representative and/or consultant, the aggrieved, his/her representative and/or consultant, and witnesses.
- I. “Association” – the Oregon School Employees Association, Chapter 171.

16.2 General Procedures

- 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. The time limits can be extended by written mutual consent 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 consultant or representatives of their own choosing at each level of these grievance procedures.
- D. There shall be no restraint, interferences, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of contract grievances.
- E. Failure at any level of these procedures by the aggrieved to appeal a contract grievance to the next level within the specified time limits shall be deemed to be

time and place of the hearing shall be given (5) days prior thereto to the aggrieved, his/her representative, or any other person officially involved in the grievance.

Attendance at the hearing shall be restricted to persons officially involved. Parties in interest may elect to call witness who shall appear individually at the hearing.

Within five (5) days of the hearing, the Superintendent shall communicate to the aggrieved and all of the parties officially present at the hearing, his/her written decision that shall include supporting reasons therefore.

16.5 Level Three

If the aggrieved is not satisfied with the decision of the Superintendent he/she may file a written appeal through the Superintendent to the School Board within ten (10) days from the receipt of the Superintendent's decision. The appeal shall state the aggrieved reasons for appeal to Level Three.

Within five (5) days of the receipt of the appeal, the School Board will notify all official parties of a hearing to be held within ten (10) days of the receipt of the appeal. The Board of Directors shall hear arguments of the Superintendent and the aggrieved. The hearing before the School Board shall be closed unless the aggrieved requests it to be public.

Within five (5) days following the hearing, the School Board of Directors shall render a decision in writing to all official parties.

16.6 Level Four

If the aggrieved person is not satisfied with the School Board's decision he/she may, within ten (10) days request in writing that the Association submit the grievance to arbitration.

If the Association determines that the contract grievance has merit it may submit the grievance to arbitration within ten (10) days of receipt of the School Board's decision. The Association shall notify the Superintendent of its intent in writing.

Within ten (10) days of such written notice the Board and Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the Employment Relations Board. The parties shall then be bound by the rules and procedures of the Employment Relations Board.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date that the final statements and proofs on the issues were submitted to the

ARTICLE 21 – Fringe Benefits

21.1 Oregon Educators Benefit Board

The benefit program(s) identified shall be provided only in accordance with the underwriting rules and regulations set forth by the carrier(s) in the policy/policies retained by the policyholder. If there is a substantial change in plan design by the OEGB the parties will enter into interim negotiations pursuant to ORS 243.698.

It is understood and agreed that any employee eligible for insurance coverage under any plan offered by OEGB, but who does not meet the requirement for eligibility under this contract, will not be eligible to receive any District contribution. Furthermore, by enrolling in any of the plans any employee who is ineligible for the District contribution agrees to a payroll deduction for the full premiums of selected plans including any administrative fees.

District contribution of funds may only be used towards the purchase and /or fees of primary Medical, Dental, or Vision Insurance. No part of the District contribution may be used towards administrative fees imposed by OEGB for any other coverage not listed above or any other costs associated with the insurance programs(s) beyond the negotiated contribution. No “unused employer contribution” funds may be used toward other coverage and/or paid as cash.

21.2 Insurance carriers and levels of coverage shall be selected by mutual agreement between the District and the Association. Any participation requirements of OEGB and the carrier must be complied with.

21.3 Beginning with the Septemeber pay period the maximum monthly District contribution towards primary medical, dental, and vision insurance premiums will \$1250 per employee. Any cost exceeding this amount will be borne by employees through payroll deduction.

The school district agrees to pay all out of pocket expenses related to the ODS Plan 9 insurance plan from the Health Reimbursement Arrangement Account, (informally referred to as the "pool"). These funds will only be eligible to reimburse for claims that are covered by the ODS 9 health insurance plan.

Any amount between the actual cost of the premium and the negotiated monthly district contribution ("cap") will be placed in the "insurance pool", which will fund all covered reimbursements.

If at any point during the term of this contract it is determined through analysis that the "insurance pool" cannot sustain reimbursements, the parties agree to re-open negotiations on insurance benefits only, including plans, structure and amount of district monthly contribution.

ARTICLE 23 – Wages Placement Schedule

- 23.1 For the 2012-13 thru 2014-15, school years, the wage schedules shall be as stated in Appendices B,C,D. Column advances will become effective July 1st of each year. Employees will advance according to the wage tables, with column movement by column headings (one column over each year for the first 5 steps and longevity column movement after steps 10 and 15).
- 23.2 Years of experience in another District will be considered by the administration upon hiring and placement of a new employee on the schedule. In placing new employee the District will consult with the Association on any placement above a level 6 if based on experience outside of a school district.

ARTICLE 24 - Classes and Workshops

- 24.1 Classified employees may request to take classes/workshops to be paid for by the District. Any request must:
- A. be specifically related to the job and responsibilities of the employee;
 - B. have written approval of the principal and Superintendent;
 - C. be subject to the availability of funds.

No travel expenses will be paid for these classes/workshops and no pay will be provided for time spent except those hours, which may fall within the employee's regular work schedule on that day.

When an employee is asked by the District to attend a class or workshop, he/she is eligible to receive travel reimbursement and pay for the hours spent at the session, including their travel time to and from the class or workshop location. The employee must document the extra hours on their monthly time sheet in order to be paid for them.


SIGNATURE PAGE

THIS AGREEMENT ENTERED INTO THIS 20th DAY OF SEPTEMBER 2012, BY AND BETWEEN OSEA CHAPTER #171, HEREIN CALLED THE "ASSOCIATION." AND THE YAMHILL CARLTON SCHOOL DISTRICT NO. 1, YAMHILL COUNTY, OREGON, HEREIN CALLED THE "DISTRICT." THIS AGREEMENT SHALL BE IN EFFECT FOR A THREE (3) YEAR PERIOD FROM JULY 1, 2012 TO JUNE 30, 2015.


NOW, THEREFORE, THE PARTIES HERETO AGREE TO BE BOUND BY THE CONVENANTS SET FORTH ON THIS PAGE AND IN THE PRIOR ATTACHED PAGES.

INWITNESS WHEREOF, THE PARTIES HERE AFFIX THEIR SIGNATURES AS OF THE DATE FIRST HEREIN ABOVE WRITTEN.

Signed:



**President – Lori Chamberlain
Oregon School Employees Association
Chapter 171**



Date




**Carol West, Board Chair
Yamhill Carlton School District No. 1**



Date



**Charan Cline, Superintendent
Yamhill Carlton School District No. 1**



Date

Appendix B 2012-13 Salary Schedule

<u>Classification</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>6 to 10</u>	<u>11 to 15</u>	<u>16 to 20</u>
Teaching Assistants and ELL Specialists	\$11.63	\$11.95	\$12.34	\$12.70	\$13.08	\$13.45	\$15.45	\$15.91
SLPA- Speech Asst	\$16.27	\$16.77	\$17.26	\$17.78	\$18.31	\$19.41	\$20.57	\$21.20
Library Assistants	\$12.09	\$12.44	\$12.82	\$13.22	\$13.60	\$14.43	\$16.07	\$16.56
Secretary	\$12.56	\$12.94	\$13.33	\$13.74	\$14.14	\$15.01	\$16.75	\$17.24
Lead Secretary	\$13.07	\$13.45	\$13.87	\$14.26	\$14.73	\$15.61	\$17.39	\$17.91
Custodian I	\$10.75	\$11.07	\$11.42	\$11.74	\$12.10	\$12.86	\$14.34	\$14.77
Custodian II	\$11.63	\$11.95	\$12.34	\$12.70	\$13.08	\$13.87	\$15.45	\$15.91
Groundskeeper	\$13.60	\$13.96	\$14.42	\$14.87	\$15.29	\$15.77	\$18.11	\$18.65
Bldg Maintenance	\$15.28	\$15.74	\$16.23	\$16.71	\$17.31	\$18.23	\$20.36	\$20.98
Bldg Maint-Specialized	\$17.91	\$18.44	\$19.00	\$19.57	\$20.36	\$21.37	\$23.94	\$24.65
Kitchen Helpers	\$9.95	\$10.23	\$10.54	\$10.88	\$11.17	\$12.21	\$13.22	\$13.60
Cook	\$11.63	\$11.95	\$12.34	\$12.70	\$13.08	\$14.28	\$15.45	\$15.91

Appendix D 2014-15 Salary Schedule

Classification	1 year	2 years	3 years	4 years	5 years	6 to 10	11 to 15	16 to 20
Teaching Assistants and ELL Specialists	\$11.86	\$12.19	\$12.59	\$12.95	\$13.34	\$13.72	\$15.76	\$16.23
SLPA- Speech Asst	\$16.60	\$17.10	\$17.61	\$18.13	\$18.68	\$19.80	\$20.97	\$21.63
Library Assistants	\$12.33	\$12.69	\$13.07	\$13.49	\$13.88	\$14.72	\$16.39	\$16.90
Secretary	\$12.82	\$13.20	\$13.60	\$14.01	\$14.42	\$15.31	\$17.08	\$17.59
Lead Secretary	\$13.33	\$13.72	\$14.15	\$14.55	\$15.02	\$15.93	\$17.74	\$18.27
Custodian I	\$10.96	\$11.29	\$11.65	\$11.97	\$12.34	\$13.12	\$14.63	\$15.06
Custodian II	\$11.86	\$12.19	\$12.59	\$12.95	\$13.34	\$14.15	\$15.76	\$16.23
Groundskeeper	\$13.88	\$14.24	\$14.71	\$15.17	\$15.60	\$16.08	\$18.47	\$19.03
Bldg Maintenance	\$15.59	\$16.05	\$16.56	\$17.04	\$17.66	\$18.60	\$20.77	\$21.40
Bldg Maint-Specialized	\$18.27	\$18.81	\$19.38	\$19.97	\$20.77	\$21.80	\$24.42	\$25.15
Kitchen Helpers	\$10.15	\$10.44	\$10.76	\$11.10	\$11.40	\$12.46	\$13.49	\$13.88
Cook	\$11.86	\$12.19	\$12.59	\$12.95	\$13.34	\$14.57	\$15.76	\$16.23