

AGREEMENT

BETWEEN

NESTUCCA VALLEY SCHOOL DISTRICT NO. 101

AND

**OREGON SCHOOL EMPLOYEES ASSOCIATION,
CHAPTER NO. 169**

2017-2020

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PREAMBLE

This Agreement is entered into between the Board of Directors of Nestucca Valley School District No. 101 and the Oregon School Employees Association, Chapter No. 169.

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.

ARTICLE 1
RECOGNITION

- 1.1 The Board recognizes the Association as sole and exclusive bargaining representative for all non-licensed, classified employees employed by the District.
- 1.2 Specifically excluded from the bargaining unit are all licensed employees, supervisory and confidential employees, substitute employees, and temporary employees hired for 90 days or less.

Substitute Employee: A "substitute employee" is an employee hired for a specific employee who is off work for an excused absence. In the event the substitute's term unexpectedly exceeds 3 months the substitute shall be in the bargaining unit and shall be entitled to all applicable benefits of this Agreement with the exception of seniority rights as they pertain to layoff. Such applicability shall not be retroactive.

A "temporary employee" is an employee hired to perform duties that may arise from unforeseen enrollment increases or extra-ordinary duties not normally performed by members of the bargaining unit.

- 1.3 The provisions of the contract shall be applied to all employees in the bargaining unit without discrimination as to age, gender, marital status, race, color, creed, national origin, political affiliation, or membership or non-membership in the Association.

ARTICLE 2

RETENTION OF RIGHTS

- 2.1 This Agreement shall be effective to the extent permitted by law and does not waive either of the parties' positions with respect to collective bargaining laws.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 It is expressly agreed that all rights which ordinarily are vested in, and are exercised by the employer, except those relinquished by this contract, are reserved to and shall continue to be vested with the employer. This shall include the following enumerations, being merely by way of illustration and not by way of limitation, the right to:
- A. Manage the District and direct the work of the organization, including the right to hire, suspend, discipline or discharge employees.
 - B. Transfer employees within their job classification or previously held job classifications.
 - C. Lay off employees from duty.
 - D. Promote and/or transfer employees to positions and classifications covered by this Agreement.
 - E. Make such operating changes as are deemed necessary for the efficient and economical operation of the District, including the right to change the normal workweek, the number of hours normally worked during the workweek, and the length of the normal workday, the hours of work, and the beginning and ending time of each assignment.
 - F. Maintain discipline and efficiency.
 - G. Hire, promote, demote, transfer, discharge or discipline all employees covered by this Agreement.
 - H. Determine the type of work to be performed, the location of the work, the schedules for work, and the methods, processes and means of conduct of District operations.
 - I. Determine a professional dress code standard for certain job classifications: Bus Drivers, Custodians, and Cooks. This is for safety and to maintain a professional appearance.
 - a. Bus Drivers must wear closed toe shoes with no greater than 1" heel.
 - b. Maintenance Coordinator, Custodians and Cooks must wear sleeved tops, shirts or blouses and full length trousers, slacks, or jeans. No Maintenance Coordinator, Custodian or Cook should wear shorts or capris or short skirts. Maintenance, Custodians, and Cooks should wear closed toe shoes with no greater than a 1" heel.
 - c. Enforcement: Failure to comply with standards may result in discipline.

ARTICLE 4

SEPARABILITY OF PROVISIONS

- 4.1 In the event any provision of this Agreement is declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board or by inability of the District or the employees to perform to the terms of the Agreement, then upon request by either party that particular Article of the collective bargaining agreement shall be reopened for negotiation.
- 4.2 The District and Association shall provide for and make every reasonable effort to conclude negotiations, including provisions for an effective date, a reopening date, and an expiration date, at a time to coincide, as nearly as possible, with the period during which the appropriate legislative bodies may act on the operating budget of the employees.

ARTICLE 5

ASSOCIATION RESPONSIBILITIES AND RIGHTS

- 5.1 The Association may use meeting rooms and other District facilities in accordance with District policies applicable to parent-teacher associations and other service groups or community organizations.
- 5.2 Representatives of the Association may have access to meeting areas to conduct Association business with their members after the students have been released. Association members who are normally on duty during scheduled Association meeting times may attend local Association meetings up to two hours a month without loss of pay. The Association will have access to a bulletin board in each building to post Association materials.
- 5.3 The Association may place materials relating to Association business in the mailboxes of the classified employees, subject to any Postal Service regulations.
- 5.4 The Management and Association will meet informally for discussion of any issues of mutual concern.

ARTICLE 6

ASSOCIATION DUES

- 6.1 The Board agrees to deduct from the wages of each Association member the dues of the Association. District will include member card with new hire procedure. These will be provided by the Union.
- 6.2 The Board agrees to continue to honor OSEA dues deduction authorizations as are executed by the employees, until at such time as the District receives a written request from the employee to cease such deductions.
- 6.3 The Board agrees to transmit the dues deducted with a check-off list and the amounts to the State Office of the Oregon School Employees Association by the 15th of the month following payroll deduction.
- 6.4 In consideration of the services rendered by the Association in behalf of all; non-association employees shall be required to pay to the Association:
 1. An amount of money equivalent to regular monthly Association dues for negotiating and administering this contract. This amount shall be known as "Fair Share."
 2. An employee who objects to making fair share payments to the Association based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular union dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof to the District that this has been done.

ARTICLE 7

PERSONNEL RECORDS

- 7.1 No evaluation document, disciplinary document, or complaint that reflects critically upon an employee or the employee's performance will be placed into the employee's personnel file without a copy being furnished to the affected employee. Normally, proof that the employee has been given a copy will be obtained by having the employee sign or initial the file copy acknowledging receipt of a copy or by way of a statement from the supervisor that the employee has been shown the material and has refused to sign it. Documents, whether or not in the Personnel Files, not meeting the above criteria shall not be used for reference in the event of future disciplinary action.
- 7.2 An employee shall have the right to attach a written statement of explanation to any material, which is placed into the employee's personnel file.
- 7.3 All personnel files are confidential and are kept in secure locations.
- 7.4 During normal District business hours, an employee's personnel records shall be made available for inspection upon the employee's request. The employee may inspect his/her personnel records and may be accompanied by a representative during such inspection. The file cannot be removed from the District Office and must be viewed in the presence of a confidential or administrative staff person.
- 7.5 Personnel records may be reviewed by the superintendent or designee per Oregon State and federal laws allow.

ARTICLE 8

JOB POSTING

- 8.1 The District shall provide the Association's president a list of job openings for classified positions within the District. The job openings list shall be posted. One bulletin board in each administrative office. The notification to the president and the posting shall be at least 10 days prior to the closing of the open position.
- 8.2 Any employee may apply for any open position. Qualified employee applicants for a position will be afforded an opportunity to be interviewed.
- 8.3 Current employee applicants will be given first consideration by the District when filling posted positions. Notwithstanding, the District retains the right to exercise its discretion to determine the best-qualified applicant and to fill the position with that individual.
- 8.4 In the event a temporary position, as described in Paragraph 1.2, exceeds the established 90 days the position will be posted as a regular position and the provisions of this Article shall apply.
 - 8.4.1 During the summer break or during a layoff period, notices of vacancies will be posted in the District Office and a copy of all job openings will be emailed and/or mailed to the Association President.

ARTICLE 9

EMERGENCY CLOSURE

- 9.1 With the exception as indicated below, classified employees shall not be required to work on days when students are not required to attend due to inclement weather or other emergencies. Pay will not be reduced for missed days, but the board may reschedule any lost days without any additional pay to employees.
- 9.2 When it is safe to do so, custodial and maintenance employees, as directed by their supervisor, shall report on these emergency closure days to insure that buildings are secure and that all systems are operating properly.

ARTICLE 10

PROBATIONARY PERIOD

- 10.1 All newly hired employees will serve in an initial probationary period of six months. During the probationary period, the newly hired employee will have no expectation of continued employment; a probationary employee may be disciplined or dismissed by the District without any showing of cause.
- 10.2 Probationary employees will be notified prior to the end of the probationary period of their successful or unsuccessful completion of probation and whether or not they are moved to regular status.

ARTICLE 11

DISCIPLINE/DISCHARGE

- 11.1 No employee shall be disciplined, reprimanded, reduced in compensation, deprived of equitable treatment, or terminated from employment without just cause. This shall not apply to probationary employees.
- 11.2 Nothing contained herein shall be construed to deny any employee his/her rights under the constitution and laws of the United States and the State of Oregon or under other applicable laws and regulations.
- 11.3 Video Cameras – The use of video cameras shall be for the primary purpose of security and student discipline, however; the District reserves the right to review tapes in the event of complaints about employees. Evidence produced by such review may be used in discipline matters, if necessary. In the event a tape is reviewed, for either purpose, the employee shall be privileged to the review. Videotapes shall not be allowed to leave District property for review except in the case of judicial proceedings.

ARTICLE 12

GRIEVANCE PROCEDURE

- 12.1 All classified employees shall have the right to present a grievance as outlined below.
- A grievance exists when an employee, or group of employees, or the Association has a complaint, which alleges a violation of this Agreement.
- 12.2 A grievance may be initiated by the employee and shall be considered as follows:
- A. The employee shall meet informally within 10 days of first knowledge of the grievance with the employee's supervisor and discuss the grievance.
 - B. If no satisfaction is obtained, the employee may submit a written grievance to the Superintendent within five (5) working days of the meeting with the supervisor. The Superintendent will schedule a meeting with the grievant and his/her representative. An answer to the grievance shall be given in writing within ten (10) working days of any meeting or within ten (10) working days of receipt, whichever is applicable.
 - C. Appeal of the Superintendent's decision may be made to the District's Board of Directors in writing within five (5) working days of receipt of the Superintendent's decision. The time limits imposed within this grievance procedure may be extended by mutual consent of both parties.
 - D. Grievances not settled at the Board Level may be appealed to Arbitration.
 1. A written request for arbitration must be made to the Superintendent within ten days of receipt of the decision rendered at the Board Level.
 2. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do this, they shall within ten days of the appeal, jointly request the Employment Relations Board to submit a list of five arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator. The arbitrator and both parties shall abide by American Arbitration Association expedited procedure.
 3. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision to the employee(s) involved, the Association and the District. The decision shall be submitted to the parties within 30 days of the hearing or the receipt of briefs, whichever is later. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, and may not add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator shall, within the scope of his authority, be binding on all parties.

- a. Arbitration costs shall be shared equally by both the parties involved. Any costs incurred unilaterally by either party shall be the sole responsibility of the party incurring that cost.
- 12.3 A failure at any step by the District to respond within the time lines shall be construed as a denial of the grievance, thus allowing the employee to appeal to the next step. The failure of the employee or Association to appeal within the time lines shall constitute a waiver of the grievance.
- 12.4 The term “days” shall mean, except where otherwise provided, the employee’s workdays, exclusive of weekends, school closures and observed holidays. Modifications of time lines must be in writing.
- 12.5 There shall be no restraint, interference, discrimination, or reprisal exerted on any employee concerned with the resolution of grievances by the Association or the District.
- 12.6 The grievant shall be entitled to representation at each level of the grievance procedure.

ARTICLE 13

LAYOFF AND RECALL

- 13.1 Seniority shall be defined as the total length of service as a classified employee within the District from the most recent date of hire as measured from the first date of actual service. ("District" will include the former High School District and all of its former component districts.) For accounting purposes, all authorized paid leave will be counted towards seniority; authorized, unpaid leaves (with the exception of Family Medical Leave and/or Oregon Family Leave) of absence in excess of one month will not count towards seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.
- 13.1.1 Those employees who share the same hire date will create a lottery to determine seniority on their first day of work. This will create a permanent seniority ranking.
- 13.2 When a layoff occurs within the bargaining unit, the Association and those employees affected will be given ten (10) working days' notice, except in cases of emergency. This Article only covers layoffs which occur as a result of reductions in whole or part time positions and reductions of over one (1) or more hours in a position's regular daily work schedule.
- 13.3 Layoff of bargaining unit employees will be based upon seniority, but such layoff will occur by classification. Laid-off employees will not be paid any salary or benefits during the period of layoff. Notwithstanding, a laid-off employee may, at his/her own expense, continue insurance coverage, subject to the approval of the insurance carrier(s) and subject to applicable laws.
- 13.4 A laid-off employee who previously worked in a different classification for the District (within the definition of seniority in section A), may "bump" an employee in the other classification as long as two conditions are met:
- A. The laid-off employee is qualified for the position and has greater district seniority than the person to be "bumped"; and,
 - B. The laid-off employee had at least satisfactory evaluations in the previous classification. Employees retreating shall be placed on the same step they were on before the retreat.
- 13.5 Recall:
Recall rights shall exist for 27 months from the date of layoff. Any laid-off employee not recalled according to this procedure within the 27 months will be deemed to have been separated in good standing.
- 13.6 Whenever the District determines that a vacancy exists within a classification, which has experienced a layoff (within the last 27 months), laid-off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid-off employee. A refusal of recall to a position which is comparable in pay and benefits to the position held prior to the layoff shall constitute voluntary termination and such employees shall lose any further right to recall. Comparable shall mean a potential of 90% or more of the previous annual income earned prior to layoff and

the same level of benefits previously held. The laid-off employee will have 10 workdays to respond to the recall notice. Failure to respond within the 10 workdays or rejection of the recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation.

- 13.7 If no laid-off employee has responded to the recall by classification, or if no further laid-off employees exist from the classification, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in the employee's own classification.
- 13.8 All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the return to active employment, provided those benefits are still in effect.
- 13.9 Upon request, the District agrees to provide to the Association a complete list of all classified employees, including each employee's date of hire and total experience in job classification(s) and in District.

ARTICLE 14

SALARY

14.1 Salaries are set forth in Appendix A.

- A. Effective July 1, 2017, the salary schedule will be increased with a 1.5% COLA. Employees will receive their step, if applicable.
- B. Effective July 1, 2018, the salary schedule will be increased with a 1 % COLA. Employees will receive their step, if applicable.
- C. Opener for Compensation for year 3 prior to June 2019

14.2 At the discretion of the Superintendent a new employee shall be allowed not more than three (3) years of experience steps on the salary schedule based on actual years of experience on a job of like responsibilities and skills. Retired employee's returning to a position that they have previously worked in the District may be moved to step 5 and must adhere to current PERS retire /rehire rules.

14.3 Overnight bus trips/standby time:

Standby times for other than overnight activities are to be compensated the rate of \$11.50 per hour.

Overnight trips are to be compensated at the driver's hourly rate for all driving time spent with students. Standby time shall be compensated at \$11.50 per hour beyond school driving time. Eight (8) hours will be exempt for allocated sleep time per day. Motel costs shall be fully paid by the District. In the event an administrator requests the bus driver to chaperone, the bus driver will be compensated at their current step for the duration of the chaperone duty.

Bus Driver Route and Trip Assignments

Prior to the beginning of each year school drivers will be given the opportunity to select (in order of seniority) which route they want for the upcoming school year. After a "stabilization period" of the first two weeks of school route assignments will be reviewed. As a result of the review, if routes must be changed in excess of ½ hour, either up or down, the route selection process (by seniority) will be re-done.

The Association Bus Drivers recognize there is a supervisory position of "Transportation Coordinator." This position is under direct supervision of the Transportation Administrator and the Superintendent. This position may contribute to the evaluation of bus drivers and has limited authority to maintain the fleet, arrange for maintenance, and assign routes and special trips, following the rules set forth above.

Assignment to activity trips will be based on a rotation basis with seniority the driving factor. Once a trip has been assigned no changes will be made except in the case of an emergency or illness. A driver will not be assigned to another trip until the seniority list has been exhausted. In the event a trip is not voluntarily filled the District shall assign a driver to the trip. Assignment by sports or other Extra Curricular Activity will be authorized; however only one sport may be chosen until all drivers have had an opportunity to select.

- 14.4 Salary rates on all new or changed positions shall be temporarily established by the District. The Association may demand to bargain the salary established.
- 14.5 Each employee, with the exception of those employees who work on a 12-month basis, shall have the option of receiving his/her pay in 10 or 12 monthly installments. The District deducts annual insurance premiums on a 10-month calendar. Selection of this choice must be made in the beginning of the school year.
- 14.6 Employees involuntarily transferred to a lower paying position will be placed on the new scale at the step that is nearest to, but not more than, the former rate. Employees who apply for or request a voluntarily transfer shall be placed at the appropriate step in the classification they move to allowing all their district seniority to be counted. Employees transferred involuntarily or voluntarily to a higher paying position will be placed on the new scale at the first step that provides an increase over the former rate.
- 14.7 The District will pay for training required to maintain a school bus driver's certificate as well a first aid and CPR training for all classified employees. Physical exams required to maintain school bus driver's certificates will be paid by the District for a physical taken at a facility selected by the District. In the event an employee chooses to not have a physical at the District selected facility, the District agrees to reimburse the employee an amount equal to what would have been paid at the District selected facility. Mileage to and from the required training sites will be paid at the IRS mileage rate for all training not offered within the District boundaries.
- 14.8 All classified employees will be compensated for any in-service days or meetings they are required by the District to attend. Compensation shall be at the normal rate of pay. When the District advertises for "*curriculum rate*" of pay for a classified duty; the curriculum rate will be Step 3 of an Instructional Assistants pay scale.
- 14.9 Meal and lodging allowances for approved expenses of classified employees when on official School District travel or working as a bus driver on out-of-district trips shall as be as depicted in School Board Policy DLC and School Board Policy DLC-AR as revised.

ARTICLE 15

WORKWEEK - OVERTIME

15.1 Hours for Full-Time Employees:

The normal workday for full-time classified employees is eight-hours, excluding lunch. Daily starting and ending times are determined by the individual supervisor.

15.2 Hours for Part-Time Employees:

Working hours and daily starting and ending times for part-time employees will be determined by the supervisor.

15.3 Workweek:

A full-time workweek for employees shall be defined as 40 hours of work within a 7-day period, from 12:01 a.m. Sunday through 12:00 midnight Saturday.

15.4 Rest Periods:

Employees shall receive a 15-minute break during each 4-hour period of consecutive service with the break as close as possible, in the immediate supervisor's judgment, to the 2-hour interval. Such breaks will be controlled by the employee's immediate supervisor.

15.5 Lunch Breaks:

Employees who are scheduled to work over five hours shall receive an uninterrupted, unpaid lunch period of at least one-half hour but not more than one hour. Such time shall be as scheduled by the employee's immediate supervisor and be as near as possible to the halfway point of the tour of duty. Such time shall not be considered as time worked.

. Numbers of Meal and Rest Periods Required Based on Length of Work Period

Length of work period	Number of rest breaks required	Number of meal periods required
2 hrs or less	0	0
2 hrs 1 min - 5 hrs 59 min	1	0
6 hrs	1	1
6 hrs 1 min - 10 hrs	2	1
10 hrs 1 min - 13 hrs 59 min	3	1
14 hrs	3	2
14 hrs 1 min - 18 hrs	4	2
18 hrs 1 min - 21 hrs 59 min	5	2
22 hrs - 24 hrs	6	3

15.6 During summer recess periods, the District may adopt a 10-hour, 4-day workweek for any of its employees. Employees on such a 4/10 schedule shall be allowed overtime for work in excess of 10 hours in one day or 40 hours in one workweek, but the same hours shall not count twice. The District will consider individual employee requests to remain on a 5-day, 8-hour schedule if a 4/10 schedule is implemented. The final decision on such requests will remain with the District.

15.7 Eligible employees shall be compensated at the rate of time and one-half in the form of pay or compensatory time off at the discretion of the District for work under the following conditions:

A. 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 on duty per day. For the purpose of computing overtime, only the hours an employee actually works shall be credited as time worked in computing total work period hours. All overtime must be approved in advance by the Superintendent or designee.

15.8 Custodians may be allowed the option of taking the days between Christmas and New Year's Day off without pay or they may use compensatory time, accrued vacation time, or personal leave. Requests for paid time off must be submitted in advance and must receive the approval of the Principal. Requests for unpaid time off must be submitted to the Superintendent for approval and must be submitted in advance. The District does retain the right to schedule work time during the Winter break.

15.9 For purposes of advancement on the wage scale, any classified employee that is hired before January 1st of any given year shall be considered as having worked a full year at the end of that fiscal year. If the employee is hired after January 1st, that employee would not be considered as having worked one year until the end of the following fiscal year. This will affect only those employees hired after the Unified District was formed.

ARTICLE 16

BENEFITS

16.1 Vacation time earned by 12-month employees shall be granted as follows:

YEARS OF SERVICE	DAYS PAID VACATION PER YEAR
1 - 3	one week
4 - 9	two weeks
10 - 14	three weeks
15 or more years	four weeks

16.2 Vacation time shall be granted as outlined above. Vacation will be awarded immediately and may be used during the first year of employment and every year thereafter. Employees are expected to use all accrued vacation days during the current year but may roll over up to five (5) days into the next year with the Superintendent's approval. Unused days will not be compensated except in cases of resignation or retirement. Unused vacation days, except as noted above, shall be lost.

16.3 Sick Leave: OFLA and FMLA will run concurrently when legally possible.

Sick leave for all classified employees is covered by ORS 332.507, which, in part, states that each employee is allowed at least ten (10) days' sick leave at full pay for each school year or one day per month employed, whichever is greater. Sick leave not taken shall accumulate for an unlimited number of days. The District is required to credit an employee with seventy-five (75) days' sick leave accumulated in another district.

Employees may use up to 12 days' sick leave per year for the illness of family members. Additional sick leave days may be used at the discretion of the Superintendent.

Sick leave may be applied to absence caused by illness or injury of an employee. Sick leave may be used for non-emergency medical, dental, or optical examinations when the absence is requested 48 hours in advance and when such examinations cannot be arranged outside of regular working hours. In instances involving the use of a fraction of a day's sick leave, it will be charged in increments of ½ hour. The Superintendent shall be responsible for control of abuse of the sick leave privilege. After four (4) consecutive days' absence employees may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the Superintendent.

16.4 An employee shall have available one regular work week of paid bereavement leave per year. Bereavement leave will not accumulate if not used each year and run concurrent with OFLA Bereavement leave. An employee on bereavement leave shall receive compensation as though the employee worked a normal shift. A maximum of one (1) day of the week shall be available for use as bereavement leave for relationships other than those listed below. All other benefits shall also continue for the period of bereavement leave. In addition to those covered under the Employees Health Insurance Plan, Bereavement Leave will be available for the death of father, mother, spouse, son, daughter, brother, sister, grandparents, grandchildren, brother- or sister-in-law, mother- or father-in-law, or step relationships of those mentioned above. Additional days for use of bereavement leave for persons other than those listed may be granted at the discretion of the Superintendent or his/her designee.

16.5 Personal Leave:

An employee in the bargaining unit shall have up to two (2) days' personal leave annually. Such leave shall be for the purpose of personal reasons and shall be in addition to any other paid time off provided by the Board. The employee on personal leave shall receive full compensation as though the employee had been on duty. The employee shall give notice of the fact that such leave shall be utilized at least 24 hours prior to such utilization of leave; however members will not be required to state what the personal leave will be used for other than it is for personal reasons. Personal leave shall be non-accumulative. In cases involving the use of a fraction of a day of personal leave, such will be charged in minimum increments of one (1) hour. Up to two days', at the established substitute's rate of pay by classification, will be paid to any classified employee for personal leave day(s) not used during a contract year. The amount shall be included in the final June paycheck.

16.6 Jury Duty:

If an employee is summoned for jury duty or to testify as a mandatory reporter, the District shall grant the employee permission to serve without loss of regular salary. There will be a deduction from the member's regular pay of \$5.00 for a half day of jury duty and \$10.00 for the full day of Jury Duty as a result of the service. Expense reimbursement will not be deducted. If the court releases the employee at a reasonable time, the employee shall return to the building and complete the assigned shift. Because bus drivers have an obligation and duty to report unsafe drivers they observe while operating their bus; all time spent in court because of their reporting will be counted as hours of work. Any employee summonsed to appear as part of their duties as an employee of the District shall be paid as hours worked.

16.7 Leave of Absence:

An employee shall be allowed leave without pay upon request and with approval of the Superintendent for duration of not more than twelve (12) months. Leave without pay shall not be used for other employment or recreational purposes. Employees may elect to continue District health insurance benefits by paying the full premium directly to the District each month. An employee on leave without pay shall, at the end of such leave, be returned to that employee's position in the District prior to the leave. Increase in compensation that went into effect during the time the employee was on leave without pay shall be applied to the employee's compensation upon returning from leave.

16.8 Medical, Dental, and Vision Coverage

Effective July 1 2017 Classified employees will receive the same Insurance cap as Certified and Admin for the duration of this agreement. Bargaining unit members regularly scheduled to work five or more hours per day who were hired before July 1, 2005. The district will contribute up to \$1,256.25 or the actual cost of the insurance, whichever is less, per month for bargaining unit members regularly scheduled to work 3.5 hours to 4.99 hours per day who were hired before July 1, 2005. The District's contribution is for the employee's purchase of medical insurance, dental insurance with orthodontia, and vision insurance on a unit rate basis. Bargaining unit members regularly scheduled to work less than 3.5 hours per day or less are not eligible for the benefits contained in this section.

Effective July 1 2017 Classified employees will receive the same Insurance cap as Certified and Admin for the duration of this agreement or the actual cost of the insurance, whichever is less, per month for bargaining unit members regularly scheduled to work six or more hours per day who were hired after July 1, 2005. The district will contribute up to \$1,256.25 or the actual cost of the insurance, whichever is less, per month for bargaining unit members regularly scheduled to work 3.99 hours to 5.99 hours per day who were hired after July 1, 2005. The District's contribution is for the employee's purchase of medical insurance, dental insurance with orthodontia, and vision insurance on a unit rate basis. (Bargaining unit members regularly scheduled to work less than 3.5 hours per day are not eligible for the benefits contained in this section.)

For 2019-2020 – Subject to a brief re-opener.

In the event an employee is eligible to waive coverage of the District's insurance plan, per OEBB guidelines, employees may elect to opt out of the plan. Employees who opt out of the District insurance plan will receive 40% of the health insurance cap from the District, upon supplying proof of OEBB accepted medical coverage. Employees may elect to have this amount either deposited into a Section 125 plan or a Health Retirement Account (HRA). Eligible part time employees shall have the same opportunity prorated, depending upon the employment level.

A progressive increase, of the amount an employee will receive, for waiving the District insurance plan will be offered as follows:

- 1- Year one opt-out- 40% of the health insurance cap from the District.
- 2- Year two opt-out 45% of the health insurance cap from the District.
- 3- Year three opt-out and all other consecutive years 50% of the health insurance cap from the District.

An interruption in consecutive opt-out years will result in the member starting the time vested over.

Each year employees must sign an "Employee Health Insurance Opt-Out Form," declaring how they intend to deposit their money. This Opt-Out form will also monitor how many years, vested, the employee has been in the Opt-Out system in order to track the progressive increase. 2 members from the union will be committee members of the benefit committee.

ARTICLE 17

HOLIDAYS

- 17.1 All full-time 12-month employees will receive the following paid holidays:
1. New Year's Day
 2. Martin Luther King Day
 3. Presidents' Day
 4. Memorial Day
 5. Fourth of July
 6. Labor Day
 7. Veterans' Day
 8. Thanksgiving Day
 9. Christmas Day
- 17.2 Less than 12-month Employees will receive as paid holidays those holidays listed above which fall within their scheduled work year.
- 17.3 Any employee who is required by the District to work on a holidays shall be compensated at the rate of time and one-half in addition to the holiday pay.
- 17.4 Holidays that fall on a Saturday or Sunday will be observed on either the preceding Friday or the following Monday.

ARTICLE 18

LENGTH OF AGREEMENT

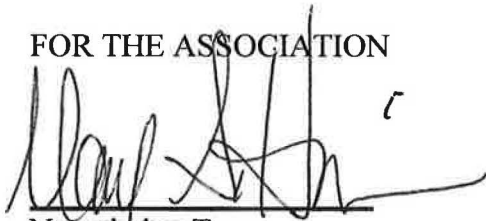
18.1 This contract shall be effective from the day of ratification or July 1, 2017, whichever come later and shall be binding upon the District, Association and members and shall remain in full force and effective until July1, 2020.

This agreement shall remain in full force and effective during the period of good faith negotiations.

EXECUTIVE/SIGNATURES

Executed this 12th day of June, at Nestucca Valley School District No. 101 by the undersigned representatives appointed by each party to represent their interest in negotiating this Agreement.

FOR THE ASSOCIATION


Negotiation Team

FOR THE DISTRICT


Board Chairperson

