

CONTRACT
BETWEEN THE
COLTON SCHOOL DISTRICT
AND
COLTON ASSOCIATION OF CLASSIFIED EMPLOYEES

2017-2020

Updated June 1, 2018

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ARTICLE 1 – RECOGNITION

- A. The Board recognizes the Association as exclusive bargaining representative of all classified employees, employed to work at least four (4) hours or more in a work day, except confidential and supervisory employees as defined by ORS 243.650 and temporary and substitute employees.

Classified employees who work less than four (4) hours a day for the District, and were members of the Association prior to July 1, 2017 shall continue to be included in the bargaining unit.

1. Employees replacing regular employees on approved leave for a half work year or more shall be subject to the terms of this Agreement as probationary employees. However, they shall not have rights under the layoff and recall provisions at the end of their assignment.
 2. For the purposes of this contract, substitute employees are those hired on an irregular basis to temporarily replace any bargaining unit employee on an approved basis (i.e., sick leave, vacation, etc.), not to exceed thirty (30) consecutive workdays. Upon working thirty (30) consecutive workdays, a substitute will change status from “substitute” to “temporary”.
 3. Temporary employees shall be considered those hired for a specific length of time and assignment, not to exceed six hundred (600) hours per year. As soon as these same persons attain six hundred (600) hours of employment in the specific assignment, they will be considered members of the bargaining unit and the Association shall be notified.
- B. The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age (if the individual is 18 years of age or older), sex, marital status, race, religion, national origin, disability that does not constitute a bona fide occupational requirement, political affiliation or membership in the Association. The board and Association will have the responsibility of applying this provision of the contract.
- C. All references to employees in the contract designate both sexes and whenever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE 2 – SEPARABILITY OF PROVISIONS

- A. In the event that any provision of this contract shall, at any time, be declared invalid by any court jurisdiction, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract; it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

- B. In the event that any provision is declared invalid under Section A above, the parties agree, upon written request of either party, to enter into negotiations for a replacement for the invalid provision.

ARTICLE 3 – MANAGEMENT RIGHTS

- A. It is understood and agreed that the District retains all of the customary, usual and exclusive rights, functions and prerogatives not expressly limited by the agreement and/or Oregon Revised Statutes.

ARTICLE 4 – EMPLOYEE RIGHTS

A. Just Cause

1. No employee shall be reprimanded in writing, suspended, demoted or terminated for performance reasons without just cause.
2. All information forming the basis for written reprimand, suspension, or demotion for performance reasons shall be made available to the employee upon request.
3. Any investigatory suspension shall be with pay, pending the District's initiation of action to dismiss, discharge or reinstate. The District may use unpaid suspension as a form of discipline, subject to the provisions of Section A.1. above.

B. Dismissal or Demotion

Dismissal of any employee in the bargaining unit for unsatisfactory service requires action by the Superintendent or his/her designated representative. Reasons for dismissal include the following:

1. Incompetence, inefficiency, insubordination or neglect of duty;
2. Unauthorized absence;
3. Any willful violation of any rule or regulation established by the School Board;
4. Conviction of a felony or a criminal act listed in ORS 342.143;
5. Intoxication or use of illegal substances on duty.

C. Dismissal Procedures for Unsatisfactory Performance

If the supervisor determines that the employee's service is unsatisfactory based on Section B.1. above, the following procedure will be followed:

1. The supervisor shall conduct a conference with the employee informing the employee in writing of the deficiencies; suggest how the services could be improved; and that necessary improvements must be made within a specific number of working days, or that a recommendation will be made to the Superintendent of his/her designated representative for dismissal.
2. On the date specified to the employee at the initial meeting, the employee will again be notified in writing as to the progress that has been required. If the improvement is not satisfactory, a recommendation is submitted to the Superintendent, or his/her designated representative, for dismissal.
3. If dismissal of the employee is recommended by the supervisor, the Superintendent or his/her designated representative will review this recommendation and notify the employee, in writing, of the decision.

D. Immediate Suspension and Termination

The Superintendent may order immediate suspension of any employee for serious verifiable misconduct. An investigation shall be conducted to determine if the employee suspended should be terminated or reinstated. Any suspension pending an investigation shall be with full pay and benefits.

E. Probationary Period

All bargaining unit employees shall be subject to a six-month probationary period when hired by the District. During the probationary period, a bargaining unit employee is at-will and not eligible to file a grievance pursuant to the terms outlined in this Article.

F. Representation

An employee shall be entitled to have an Association representative of his/her choosing present during any investigative meeting which might reasonably be expected to lead to disciplinary action and at any meeting during which discipline is administered. When the employee makes a request for such representation, the employee shall be given a reasonable amount of time to obtain such representation before the meeting is continued.

G. Personnel Records

1. A copy of any material to be placed in an employee's personnel file will be given to the employee prior to its placement in the personnel file. This initial copy shall be provided at no cost to the employee.
2. The employee will have the right to add written comment to any material placed in her/his personnel file.
3. The employee will have the opportunity to review, upon request, the contents of her/his personnel file. This file shall contain complete copies of all materials relevant to the employee's employment. An employee may have a representative present with her/him to review her/his file.
4. The employee will, upon request, receive a copy of any material in the personnel file. The District will make an "at cost" charge for copies furnished.

H. Safety Conditions

Employees who notice unsafe or hazardous conditions in their work environment shall report such conditions to the building principal or immediate supervisor. The principal, supervisor or appropriate safety committee shall investigate the condition and respond in writing to the employee indicating what action(s), if any, the District intends to take to address the reported condition. The names of Safety Committee members shall be available upon request.

ARTICLE 5 – ASSOCIATION DUES/FAIR SHARE

- A. The Board agrees to deduct Association dues payments from the wages of all employees in the bargaining unit who have authorized such deduction in writing on the form provided by the Association.
- B. Membership and payroll deductions for Association dues are continuous from year-to-year unless revoked in writing by the employee by October 1 of any given year.
- C. If a change in the employee deduction is desired, the authorization of the change should be submitted to the District no later than the “cut-off-date” of any month to be effective for the following month.
- D. Total Colton ACE (Local) dues shall be deducted from the first paycheck in September. Dues for OEA/NEA shall be deducted in nine (9) consecutive, equal payments commencing with the October paycheck.
- E. If an employee commences employment after the start of the school year, total Local dues shall be deducted from the first paycheck and prorated OEA/NEA dues shall begin the following month, unless other arrangements are mutually agreed upon by the Association and the District.
- F. Fair Share
 - 1. Bargaining unit employees will be given an opportunity by the Association to join the Association and its affiliates. If the bargaining unit employee elects not to join the Association, the District shall deduct “payment-in-lieu-of-dues” from the monthly salary payment of non-members.
 - 2. The dollar amount paid in-lieu-of-dues to defray the costs of services by the Association and its affiliate organizations in negotiations and contract administration shall be the total periodic dues required by Association members.
 - 3. As provided by ORS 243.666(1) rights of non-Association employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall be safeguarded. Such employee shall pay an amount equivalent to another charitable organization mutually agreed upon by the employee affected and the Association. A representative of the Association shall provide written proof that this has been done.
 - 4. The Association agrees to hold the District harmless against any and all claims, orders, or judgments brought against the District as a result of dues collected pursuant to this Article.

ARTICLE 6 – ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association shall represent all classified employees in the School District within the bargaining unit equally and without discrimination.
- B. The Association or committee of the Association shall be allowed the use of the facilities of the school for meetings.
- C. The Association shall be allowed use of such office equipment as needed to provide duplicating and information to the employees covered by the contract. A charge of ten (10) cents per copy for the first two hundred (200) copies and five (5) cents per copy thereafter shall be assessed for each copy produced on the District photocopy machine.
- D. Three (3) Association representatives, elected or appointed, shall be granted time off without pay to attend District or other non-local meetings of interest to the Association. Adequate substitutes must be available before time off will be granted. Classified employees shall be allowed to attend local Association meetings except where their attendance would leave the building uncovered or require the District to substitute for the employee. Employees attending local Association meetings during their work hours may adjust their work shift, as approved by their supervisor.
- E. When matters concerning employee relations of the classified staff arise, the president of the Association shall discuss such matters with the Superintendent, and, from that discussion, the Superintendent will determine if time should be allowed during the work day for discussion and resolution of such matters.
- F. The Association has the right to make recommendations to the Superintendent regarding job descriptions and their content. If the District desires to change the contents of any job descriptions pertaining to classified staff, the District will notify the Association and the employees affected, who will then have the right to offer their recommendations and input regarding such changes.
- G. The Association shall be provided up to one (1) hour at the back-to-school in-service meeting held each year to meet with new and returning bargaining unit employees.

ARTICLE 7 – BOARD RESPONSIBILITIES

- A. The Board agrees to include the Association’s local president among those who regularly receive the official minutes of all Board meetings and agendas of upcoming Board meetings. Such notice shall be available to the Association president when available to Board members.
- B. The Board, when proposing changes in policies or regulations, shall inform the Association of the changes, etc., when they would directly affect the employment relations of the members of the Association.
- C. The Board shall provide and maintain equipment and supplies sufficient to ensure quality products. The Board may consider budgetary limitations in purchases. The Board shall provide a work environment that meets state and federal health and safety requirements.
- D. The Board shall provide the Association with reasonable existing bulletin board space for the use of the Association in communicating with their members. Communications will be signed by the Association president or shall bear the letterhead or insignia of the Association. Such bulletin board shall be available in all buildings where employees are working. The Association may use existing mail facilities.
- E. The Board shall provide the Association each month a list of new classified employees, their job title, work site and number of work hours.
- F. Employees will be notified prior to May 31 of each year, by a letter of intent from the School District concerning job renewal along with the anticipated hours per day and days per year of employment.

The preliminary notice of May 30 shall be finalized by a notice on or before August 15 of each year to each employee on work calendar and hours per day. Should reduction in workdays and/or hours be contemplated after August 15, the Superintendent shall consult with the Association president and provide reasons prior to such reductions.

- G. The District shall provide to the Association any requested information reasonably necessary to allow meaningful bargaining on a contract proposal or of probably or potential relevance to a grievance or other contractual matter. The Association shall reimburse the District for reasonable actual costs of providing the information.

ARTICLE 8 – WORK WEEK

A. Custodian-Maintenance:

The work week for this classification shall not exceed forty (40) hours per week, except in those cases where job assignment is for a shorter period or where special arrangements have been made for an unusual situation.

B. Office Personnel:

The work week for this classification shall not exceed a forty (40) hour week. Part-time personnel may be hired on an hourly basis for a shorter period of time.

C. Cafeteria Personnel:

Cafeteria workers and part-time personnel may be hired on an hourly basis.

D. Transportation Personnel:

Transportation personnel will have a work week as scheduled by the Transportation Supervisor. Transportation personnel may be required to attend up to four (4) hours per year of safety training with pay. Time spent by bus drivers waiting for completion of activities or field trips will be considered non-driving time. The hourly rate to be paid for non-driving time will be the regular rate of pay for all drivers.

The District will pay a meal allowance but mealtime will not be paid time.

E. Educational and Library Assistants:

The work week of education assistants shall not exceed forty (40) hours per week. The work week of the library assistant shall not exceed forty (40) hours per week.

F. Pay or compensatory time off will be granted at the rate of time and one-half for assigned hours worked in excess of forty (40) hours in any one scheduled work week in accordance with ORS 653.268. Any overtime worked must be expressly authorized in advance by the employee's supervisor or it will not be compensated in any manner.

G. Each employee working more than five (5) hours shall receive an uninterrupted lunch period of at least one-half (1/2) hour to begin no later than five (5) hours after the start of his/her work day. Each employee working a four (4) hour period shall receive a fifteen (15) minute break as close as possible to the midpoint of the work period. Such breaks will be scheduled by the employee's immediate supervisor.

H. Prior to any final decision to reduce work hours or work days of any classified member, the District shall notify the Association president, in writing, of the proposed reduction and provide an opportunity for the Association to respond to the proposed reduction and suggest alternatives.

I. On days when school(s) is(are) closed to students due to inclement weather, loss of electricity, or other emergencies, classified employees shall not be required to report to work and will be paid for the day. Should the School Board decide to make-up the lost day(s), then employees shall be required to work the day(s) without additional compensation.

12 Month (Custodians/Maintenance): May work on a school closure day. In such an instance when a 12-month employee does work on a school closure day, s/he shall be granted a compensatory day off (with supervisor approval) to be used before the end of the school year in which the compensatory time was accrued.

ARTICLE 9 – JOB OPENINGS

- A. The District shall provide the Association with a list of all job vacancies for new and existing positions when they occur in the bargaining unit. The vacancy list shall be provided by letter at least ten (10) days prior to the closing of the position(s). The letter shall be sent to the Association president.
- B. Current employees may apply for a posted vacancy. In such cases, current employees shall be passed through the screening process and be guaranteed an interview for the position. All applicants will be notified once a decision on filling the position has been reached.
- C. Any existing employee who applies but is not hired to fill a vacancy shall, upon request, be provided in writing the reason(s) for the decision.
- D. Existing employees who apply for and are chosen to fill a bid-for position shall serve in the position for a period of thirty (30) days to allow for that employee to prove ability to perform. At the end of the thirty (30) days, should an employee filling the bid-for position not perform in the position, the employee shall retreat to the position held prior to the bid-for position.

ARTICLE 10 – SENIORITY, LAYOFF/RECALL

- A. Seniority shall be defined as the total length of services as a classified employee within the District from the last date of hire. For accounting purposes, all authorized leave shall be computed as time worked. Employees who are laid off and subsequently reinstated shall retain cumulative seniority for all periods worked except for periods of layoff.
- B. In the event it becomes necessary to reduce the work force, employees shall be laid off within a job category in which a reduction is to be made in inverse order of seniority (least senior laid off first). For purposes of this section, job categories shall be: custodial, aide, secretary, food service and transportation. Seniority shall be used to determine the order of layoff, consistent with the employee's ability to perform the job. The Board may decide to retain a less senior employee. In those cases where the Board has decided to retain a less senior employee, the employee must have one or more of the following: more relevant skills, training relevant to the position or experience with the student or situation. Employees to be laid off may bump into positions within their category if they have more seniority than an individual holding such a position.
- C. Once the Administration has decided to recommend layoffs to the Board, the Superintendent will notify the Association of its intention to recommend layoffs. Once the Board makes the official decision to lay off employees, those affected by such layoff and the Association president shall receive written notice of action. Written notice shall be given at least two (2) weeks in advance of layoff.
- D. Laid-off employees shall remain on a recall list for twenty-seven (27) months after the date of layoff. When vacancies occur, employees on the recall list shall be returned to positions in the job category held before layoff in the inverse order in which they were laid off. The same criteria used during the layoff process will be used in determining which employer to recall.
- E. At the time of layoff, the District shall provide an opportunity for laid-off employees to express in writing, desire to return to the District. The District shall also receive the employee's address for recall notification. In the event of a recall, the District shall notify the employee who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the employee to the District office. The employee will have fifteen (15) calendar days from the date of the mailing to notify the District of the intent to return. The employee must report on the starting date specified by the District, providing it will not be less than fourteen (14) days from the date of the notice of recall was received, or lose all recall rights.
- F. All benefits to which an employee was entitled to at the time of layoff, included unused accumulated sick leave, will be restored to the employee upon the employee's recall under this Article; and the employee will be placed on the proper experience step of the salary schedule for the employee's experience in the District. An employee will not receive increment credit for the time spent on layoff. Employee benefits do not accrue during the time of layoff.
- G. Employees covered by this article will have the option to continue insurance programs at their own expense, subject to the approval of the insurance carrier. The District shall provide fringe benefits as established in this Agreement for thirty (30) days if the layoff occurs during the regular school year and to the end of the month in which the thirtieth (30th) day fell; or the District shall provide fringe benefits through August 30 if the layoff occurs at the end of the school year or during the summer.
- H. An employee may decline recall for a position of lower code and/or less hours than the position held prior to layoff and still retain future recall rights for the full twenty-seven (27) months.

- I. The Board agrees that no new employees shall be hired for positions within the bargaining unit during the period of employee layoff within that employee's classifications, as long as the employee meets the terms of Section B above.
- J. The Association will be allowed the opportunity to provide input to the District prior to the District making monetary or staffing reductions which affect bargaining unit members.

ARTICLE 11 - WAGES

A. Rates

Wages for classified employees in the bargaining unit shall be paid in accordance with the revised wage schedule for 2017-2018 (See Appendix A). Bargaining unit employees receiving a wage upgrade for the 2017-2018 school year shall be placed on a new step for the appropriate job classification that results in a wage increase over the 2016-2017 wages.

For the 2018-2019 school year, the wage schedule shall be increased by 2.0% over the 2017-18 wage schedule, and for 2019-2020, wages for classified employees shall be subject to negotiations in the spring of 2019.

B. Classified employees in the bargaining unit shall advance one (1) step horizontally on the attached rate schedule each July 1 of the contract period unless prohibited for further advancement by limitations of the schedule.

C. Change in Steps

1. Change in position to a higher wage range shall be accomplished by moving the employee affected to the new wage range on the experience step that produces an increase over the previous position. In no case shall the employee be paid less than at the base step of the new wage range.
2. An employee must spend a minimum of sixty (60) days working under a job classification before he/she becomes eligible for a step advancement when a new wage schedule becomes effective. The employee will remain at that step through the duration of the following fiscal year (school year).

D. PERS Pick-Up

1. Effective August of 2017, bargaining unit employees shall pay pre-taxed, the PERS or OPSRP 6% employee portion, and the District shall increase wages by 6% on the 2017-2018 wage schedule to reflect the change to the PERS/OPSRP pick-up.

E. In accordance with interim bargaining requirements of ORS 243.698, wage ranges for new positions may be established by the Board at any time. Copies of such changes shall be given to the wage ranges with the Association if presented with a demand to negotiate within ten (10) calendar days following notification of the Association president.

F. All costs of physical examinations required of the employees by the Board that are not covered by insurance shall be paid by the Board. The District shall pay the total cost of such physical performed by the doctor recommended by the District.

G. The Board shall pay an employee mileage based on IRS rate per mile and per diem (food and lodging) at the Board's established rate for all authorized School District business, with the approval of the building principal.

H. Employees who arrive at work at their scheduled time and are sent home by their supervisor and are called back for any reason, must be paid at the employee's regular rate for not less than two (2) hours. In the event that any employee must leave home to arrive at work at his/her scheduled starting time BEFORE notification has been made of school closure due to inclement weather or other unforeseen circumstances, said employee shall be paid for a minimum of two (2) hours at the employee's regular rate of pay.

- I. The District shall reimburse employees for the cost of obtaining licenses required by the job description or direction of the supervisor. The District shall pay for the time and any related fees for any unit member to obtain a first aid card if approved in advance by the supervisor. However, should an employee leave the District's employ within a year of completing the required training, the cost of the training will be deducted from the employee's final paycheck.
- J. Employees who substitute on an irregular basis for other members who are on approved leave shall be compensated at the rate of pay for the classification in which the employee is performing services.
- K. Effective September 1, 2009, bargaining unit employees shall be paid on the basis of ten (10) equal monthly payments, September through June. Employees working 11 months shall be paid on the basis of eleven (11) equal payments, August through June.

ARTICLE 12 – HOLIDAYS

A. Holidays for employees in the bargaining unit shall be:

- Memorial Day
- Independence Day (for 12-month employees only)
- Labor Day
- Veteran’s Day
- President’s Day
- Thanksgiving Day
- Day following Thanksgiving
- Christmas Day
- New Year’s Day

B. Employees in the bargaining unit shall be paid the same number of hours on a holiday as they are normally scheduled to work on a regular work day.

C. Holiday pay shall be available to an employee who is on the payroll of the District at the time of the holiday, providing the employee works or is on approved leave or vacation the last regular workday before or the first regular workday following said holiday.

ARTICLE 13 – VACATIONS

A. Vacation time earned by employees in the bargaining unit who work twelve (12) months per year shall be granted as indicated in the following outline:

Years of Service with District	1-5	6-8	9-10	11 plus
Vacation Days per Year:	10	13	15	20

Vacation time earned shall be allowed to accrue for two (2) years and all vacations must be taken and not allowed beyond two (2) years except in case of emergency.

B. Vacation time shall be granted as outlined in Section A, above; earned vacation shall be granted at the employee’s anniversary date with the District. All vacations are to be approved by the maintenance supervisor and planned on non-student contact days. Exceptions must be approved by the maintenance supervisor.

C. Twelve-month employees who formerly worked in nine-month positions shall have counted for purposes of Section A above, all years of service with the District, but service in a nine-month position shall be prorated (for example, four years of service in the nine-month position shall equal three years of service).

ARTICLE 14 – INSURANCE

- A. Effective October 1, 2017, the District shall contribute \$1417.00 each month to the insurance pool on behalf of bargaining unit members as categorized in Paragraph B in this Article.

For October 1, 2018, the insurance cap shall be \$1488.00.

For October 1, 2019, the insurance cap shall be subject to negotiations in the spring of 2019.

Bargaining unit employees are responsible for paying their own long-term disability insurance premiums through payroll deduction.

- B. District contributions to the insurance pool shall be determined by the following categories based upon a forty (40) hour work week and is prorated based on the number of hours in an employee's work week. For example:

Five-Day Work Week

1. 100% of cap for thirty-five to forty (35-40) hour employees;
2. 75% of cap for thirty to thirty-four (30-34) hour employees;
3. 50% of cap for twenty to twenty-nine (20-29) hour employees.

Four-Day Work Week

1. 100% of cap for twenty-eight to thirty-two (28-32) hour employees;
2. 75% of cap for twenty-four to twenty-seven (24-27) hour employees;
3. 50% of cap for sixteen to twenty-three (16-23) hour employees.

It is the intent of the parties that with the transition to a four (4) day student week, current employee benefit levels will not decrease.

- C. The insurance program for bargaining unit members shall include up to full-family medical, dental and vision and employee-only life and disability. Coverage shall be provided under OEBC as long as the District is legally required to contract through OEBC. Selection of the specific insurance program(s) within the above categories offered by the various insurance companies is the responsibility of the Association with input from the Administration. Determination within those selected programs, whether the money is to be utilized either for individuals of family insurance coverage, will be the option of each employee with the exception noted below.
- D. The District shall establish an insurance pool from excess insurance monies available after employees electing employee-only coverage have benefits paid. Bargaining unit members must declare their status prior to October 1 (i.e., employee-only, employee +1, employee + dependents) for insurance benefit purposes. This declaration will hold until the following October 1, when employees may change to another status.

Employees hired after October 1st each school year shall not be eligible for the pool until the next recalculation date. Pool amounts shall be distributed equally among employees based on their declared status. The pool amounts shall be recalculated once each year, at the halfway point of the insurance year (recalculation occurs in March and will be adjusted on the March payroll).

- E. Employees may choose to waive any or all coverage of benefits, subject to the rules of the various carriers. If the pool does not cover the costs of all selected programs, payroll deductions for some or all members will be made to cover the remaining costs. The District's responsibility shall not exceed the negotiated monthly amount for insurance, nor may any employee receive more than the cost of the insurance package selected by that employee. Any money remaining in the pool after the cost of all employees' selected insurance coverage is paid shall revert to the District.

F. Five-Day Work Week

Employees working less than twenty (20) hours per week will not be entitled to the insurance benefits but may buy into the insurance package at their own expense, if permitted by the carrier.

G. Four-Day Work Week

Employees working less than sixteen (16) hours per week will not be entitled to the insurance benefits but may buy into the insurance package at their own expense, if permitted by the carrier.

H. The insurance year runs from October 1st through September 30th. New employees shall first receive benefits on the first of the month following the date of hire, if appropriate application has been made to the District office through OEBC. Benefits will cease at the end of the month of the termination of work, unless other arrangements have been made (i.e., retirement, layoff, COBRA rights, etc.).

I. The benefit program identified herein shall be provided only in accordance with the underwriting rules and regulations set forth by the insurance carrier(s) in the policy (policies).

ARTICLE 15 – LEAVES

A. Personal Leave

1. Up to three (3) days of paid personal leave shall be granted to each employee. This leave shall not be used to extend holidays or vacation periods and adequate substitutes must be available. In extenuating circumstances, Superintendent approval is necessary for any exceptions to this restriction.
2. Personal leave is non-accumulative.

B. Bereavement

1. Five (5) days of non-accumulative paid leave will be granted in case of deaths of any member of the immediate family. Additional paid days may be granted at the discretion of the Superintendent.
2. The immediate family shall include husband, wife, domestic partner, son, daughter, mother, father, sister, brother, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandmother, grandfather, and grandchildren. Leave may be granted at the discretion of the Superintendent for others living in the immediate household.
3. In accordance with the Oregon Family Leave Act (OFLA), bereavement leave can last up to two weeks per family member as defined by statute. Members shall, at their discretion, be able to use accrued sick leave and/or personal leave for such additional leave. OFLA bereavement leave must be completed within 60 days of the employee receiving notice of death. Pursuant to Family Medical Leave Act (FMLA) and OFLA, for all other definitions of “Immediate Family” not listed in Paragraph B.2 above, the employee will be allowed to use their sick leave and/or personal leave if available, during part or all of the two-week period.

C. Family Illness Leave

1. Three (3) days of non-accumulative paid leave will be granted each year for family illness of any member of the immediate family. Employees hired after the start of the school year shall receive a pro-rata amount of family illness leave.
2. The immediate family shall include husband, wife, domestic partner, son, daughter, mother, father, sister, brother, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandmother, grandfather, and grandchildren. Leave may be granted at the discretion of the Superintendent for others living in the immediate household.
3. If family illness leave is exhausted the employee may use available personal leave and then sick leave in that order.

D. Sick Leave

1. A full-time employee (e.g., 8 hours a day) is credited with 8 hours of sick leave for each month of employment during that employee’s scheduled work year. Sick leave for less than full-time employees will be prorated. For example, a 6-hour per day (24-30 hours per week on a 4-day student week or 30 hours per week on a 5-day student week) employee working 10 months would receive 60 hours; an 8-hour per day employee (32-40 hours per week on a 4-day student week and 40 hours per week on a 5-day student week) working 12 months would receive 96 hours. Total sick leave for the year shall be credited to the employee’s account on or before the first duty day of the new work year; however, if the employee

fails to complete the entire work year but has already used more sick leave than earned, the value of the unearned sick leave shall be deducted from the employee's final paycheck.

2. At the option of the employee, sick leave may be used for the period of disability due to pregnancy, parental leave, family illness and other circumstances required by law.

E. Family Leave

1. Upon request of the employee, the District will comply with federal and state family and medical leave laws.
2. Sick leave, other accrued vacation time or comp time may be used for this purpose.

ARTICLE 16 – GRIEVANCE PROCEDURE

A. Definitions and Provisions

1. Contract Grievance – A complaint by a classified employee, the Association, or a group of employees that there has been to him/her a violation or inequitable interpretation of any provision(s) of the contract.
2. Grievant – The person or persons who has (have) the grievance and is (are) presenting the complaint.
3. Immediate Supervisor – the person who has direct administrative or supervisory responsibilities over the grievant and the authority to resolve their grievance.
4. Employee – A classified employee of the bargaining unit.
5. Representative – The person who may speak for and/or advise the grievant or District.
6. The Board acknowledges the right of the grievant to have a representative of the grievant’s choice, including the Association representative and/or legal counsel, in the processing of a grievance at all levels, and no employee may be required to discuss any grievance without such representation and/or counsel.

B. Timelines

Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the District to submit a reply within the specified time limits shall permit the grievant to proceed to the next level. For the purposes of this Article, “days” shall mean Monday through Friday, normal District business days.

C. Procedures

1. Level One – Informal Grievance

The grievant, accompanied by a representative of the Association if requested, shall discuss the grievance with his/her supervisor with the objective of resolving the matter informally. This discussion shall take place within fifteen (15) days of the first such knowledge. Ignorance of the stipulations of the contract will not be a factor in filing an untimely grievance.

2. Level Two – Formal Grievance

If the grievant is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with his/her supervisor within ten (10) days following the informal meetings. This complaint shall set forth the grounds upon which the complaint is based and the reasons the decision is unacceptable. The supervisor shall render his/her decision in writing within five (5) days of receipt of the formal grievance.

3. Level Three – Superintendent

If the grievant is not satisfied with the decision of the supervisor, he/she may appeal, in writing, to the Superintendent within ten (10) days of the receipt of the supervisor’s decision. The grievance shall be heard by the Superintendent or Superintendent’s designee within ten (10) days of the receipt of the appeal. The Superintendent or designee shall communicate his/her written decision to the grievant and Association within five (5) days of the hearing. Such decision shall include supporting reasons therefore.

4. Level Four – Board of Directors

If the grievant is not satisfied with the decision of the Superintendent or his/her representative, the grievant may file an appeal to the District's Board of Directors within five (5) days of the decision, except for grievances involving demotion, suspension, or dismissal in which in accordance with ORS 332.544, the grievant has fifteen (15) days to file the appeal. The Board of Directors shall communicate its written decision to the grievant within five (5) days of the hearing. Such decision shall include supporting reasons therefore.

5. Level Five – Arbitration

If the grievant is not satisfied with the decision of the Board, the Association may, within ten (10) days of the receipt of the Board's decision, serve notice to the Board of intent to submit the grievance to binding arbitration. Within fifteen (15) days of receipt of the notice from the Association requesting arbitration and following the toss of a coin, the District and the Association shall alternately strike two (2) names from the list of arbitrators provided by the Oregon Employment Relations Board. The remaining name shall be that of the arbitrator, who shall set a time and place for a hearing that is agreeable to both parties. The parties agree to set a date for the arbitrations hearing within thirty (30) calendar days, subject to the availability of the arbitrator. The arbitrator shall hear argument of all parties and render a decision. This decision shall be binding on all parties. A grievance may be submitted for arbitration only by the Association and not by an employee or group of employees.

The arbitrator shall not substitute his/her judgment for that of the District except as expressly provided for by this agreement. The power of the arbitrator shall be limited to interpreting this agreement and determining if the disputed portion has been violated.

ARTICLE 17 – 21ST CENTURY SCHOOL COMMITTEE

- A. Participation or lack of participation of any employee in a 21st Century School Committee will not be considered a subject for any evaluation of the employee's performance. No employee shall be subject to discipline or dismissal as a result of participation or lack of participation in any employee-based decision-making process. Participation shall be voluntary.
- B. Unit members will be compensated at their regular hourly rate for meetings which are scheduled or which extend beyond the unit member's contractual workday.
- C. Prior to its implementation, any 21st Century School Committee decision that significantly changes the working conditions of any unit member(s) of the building must be approved by a majority of those employees affected by the change. Approval will be ascertained at an election conducted jointly by representatives of the Association and the District within fifteen (15) workdays after the decision.

ARTICLE 18 – DURATION

- A. This contract is made and entered into this _____ day of _____, 2017 by the Colton Association of Classified employees, affiliated with OEA/NEA, hereinafter referred to as the “Association” and the Board of Education of School District hereinafter referred to as the “Board”.

- B. This contract shall be effective from July 1, 2017 through June 30, 2020 with each party able to open up one article in addition to Article 11 – Wages and Article 14 – Insurance in years two and three of the contract provided, however, that it shall be renewed automatically on its termination date for another one (1) year, in the form in which it has been written and amended or supplemented during its life, unless one party gives written notice to the other party before its current expiration date of its intent to terminate, amend or modify the contract. It is intended by the parties that a renewed contract shall have the same effect as an original contract between parties.

In witness whereof, the parties hereby affix their signatures as of the date first above written.

For the Colton School District:

For Colton ACE:

School Board Chair

President

Date

Date

Appendix A
Colton School District
2017-18 Classified Employee
Hourly Pay Schedule

CLASSIFIED PAY TABLE
 RATE OF PERS INCREASE

6%*

DESCRIPTION	STEP					
	1	2	3	4	5	6
Cook	12.21	12.78	13.43	14.12	14.82	15.57
Education Assistant	12.21	12.78	13.43	14.12	14.82	15.57
Custodian 2	13.43	14.12	14.82	15.57	16.32	17.14
Custodian 3	14.82	15.57	16.32	17.14	18.01	18.91
Custodian 4	16.30	17.13	17.96	18.85	19.81	20.80
Secretary 2	13.37	13.94	14.59	15.27	15.97	16.73
Secretary 3	14.59	15.27	15.97	16.73	17.48	18.30
District Office Clerk	15.32	16.04	16.77	17.56	18.35	19.21
Student Services Secretary	15.68	16.42	17.17	17.98	18.79	19.66
Secretary 4	16.05	16.80	17.57	18.40	19.23	20.13
Media Technician	14.59	15.27	15.97	16.73	17.48	18.30
SPED Driver	14.59	15.27	15.97	16.73	17.48	18.30
School Bus Driver	15.27	15.97	16.73	17.48	18.30	19.16
Campus Monitor	16.46	17.30	18.14	19.04	20.01	21.01

*Employee Pays 6% PERS

Appendix B
Colton School District
2018-19 Classified Employee
Hourly Pay Schedule

CLASSIFIED PAY TABLE
 RATE OF PERS INCREASE

2%

DESCRIPTION	STEP					
	1	2	3	4	5	6
Cook	12.45	13.04	13.70	14.40	15.12	15.88
Education Assistant	12.45	13.04	13.70	14.40	15.12	15.88
Secretary 2	13.64	14.22	14.88	15.58	16.29	17.06
Student Services Secretary	15.99	16.75	17.51	18.34	19.17	20.05
District Office Clerk	15.63	16.36	17.11	17.91	18.72	19.59
Custodian 2	13.70	14.4	15.12	15.88	16.65	17.48
Secretary 3	14.88	15.58	16.29	17.06	17.83	18.67
Media Technician	14.88	15.58	16.29	17.06	17.83	18.67
Secretary 4	16.37	17.14	17.92	18.77	19.61	20.53
SPED Driver	14.88	15.58	16.29	17.06	17.83	18.67
School Bus Driver	15.58	16.29	17.06	17.83	18.67	19.54
Custodian 3	15.12	15.88	16.65	17.48	18.37	19.29
School Bus Driver Trainer (Step6+\$2)	21.54	0	0	0	0	0
Custodian 4	16.63	17.47	18.32	19.23	20.21	21.22
Campus Monitor	16.79	17.65	18.50	19.42	20.41	21.43
College and Career Readiness Specialist	16.79	17.65	18.50	19.42	20.41	21.43
Foodservice Lead Cook	16.79	17.65	18.50	19.42	20.41	21.43

Appendix C
Colton School District
2019-20 Classified Employee
Hourly Pay Schedule

CLASSIFIED PAY TABLE
 RATE OF PERS INCREASE

DESCRIPTION	STEP					
	1	2	3	4	5	6
Cook						
Education Assistant						
Secretary 2						
Student Services Secretary						
District Office Clerk						
Custodian 2						
Secretary 3						
Media Technician						
Secretary 4						
SPED Driver						
School Bus Driver						
Custodian 3						
School Bus Driver Trainer (Step6+\$2)						
Custodian 4						
Campus Monitor						
College and Career Readiness Specialist						
Foodservice Lead Cook						

Memorandum of Understanding

Between the
COLTON ACE
and the
COLTON SCHOOL DISTRICT

RE: Athletic Passes

The District will allow current staff members to use their staff photo ID card to enter all athletic programs for the school year shown on the ID, free of charge. Family members living in the same household will be allowed to enter on the current year ID badge if attending with the current staff member.

NOTE: This benefit may be considered income to employees that is subject to applicable taxes and withholdings.

For the District:



For CACE:

