2018-2020
NEGOTIATED AGREEMENT BETWEEN
GASTON SCHOOL DISTRICT 511J
AND
OREGON SCHOOL EMPLOYEES ASSOCIATION
OSEA – Chapter #76
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AGREEMENT BETWEEN
GASTON SCHOOL DISTRICT NO 511-555 JT
and
OREGON SCHOOL EMPLOYEES ASSOCIATION #76

This contract is made and entered into this 20th day of August, 2018, by the Oregon School Employees Association and the Gaston School Board, referred to as the “Board”.

Now, therefore, the parties hereto agree to be bound by the tenants set forth in the following attached pages.

The duration of this agreement shall be for two (2) years beginning July 1, 2018, and ending June 30, 2020. All terms and benefits are to be retroactive to and inclusive of these dates.

IN WITNESS WHEREOF, the parties hereby affix their signatures as of this date first written above.

President – OSEA Chapter #76

Classified Representative

Date

DISTRICT TEAM MEMBERS:

Chris Riley, Board Chair
Karen Fordyce, Board Member
Susy McKenzie, Superintendent
Chrissy Jarvis, Business Manager
Linda Smith, HR Manager

CLASSIFIED TEAM MEMBERS:

Brenda Leach, President
Jill Siebel
Adrienne Sissoyev
ARTICLE 1: RECOGNITION

1.1 The Board recognizes the Oregon School Employees Association Chapter #76 (the “Association”) as sole and exclusive bargaining representative for the classified employees in the unit, as determined by the Employment Relations Board (ERB), with the exception of temporary and/or substitute employees and the following District positions:

1. Business Manager
2. Assistant Business Manager
3. Facilities Manager
4. Technology Specialist
5. District Secretary

1.2 This Agreement supersedes and invalidates all previous agreements (verbal or written), understandings (verbal or written), benefits and alleged past employment practices.

ARTICLE 2: MANAGEMENT RIGHTS

2.1 The parties recognize that the Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended to be implied by provisions of this agreement.

2.2 Recognizing the relationship noted in Section 1 of this article, the parties agree that the District retains all the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to responsibility to manage the affairs of the District or any part of it. Rights of employees in this bargaining unit and the Association are limited to those set forth in this agreement or provided by Oregon statute, and the District retains all prerogatives and rights not limited by the terms of this agreement or by Oregon statute.

ARTICLE 3: ENTIRE AGREEMENT

3.1 This agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties.

ARTICLE 4: ASSOCIATION DUES

4.1 The Board agrees to deduct from the wages of each Association member the payment of dues. Authorization shall be in writing by each employee on the form provided by the Association.

4.2 The Board agrees to transmit the dues deducted to the state office of the Oregon School Employees Association.

4.3 Pursuant to ORS 243.650 the District agrees to deduct from the monthly wages of each classified employee who is not a member of the Association an in-lieu-of-dues payment and to transmit such payment to the Association as outlined above. Rights of employees based on bona fide religious tenets shall be protected as provided by ORS 243.666.

4.4 Authorization to withdraw dues may be revoked by a member of the Association at any time. Such request shall be in writing.
4.5 In the event that a deduction under this article is contested, the Association and individual members agree to hold the Board harmless for any dues deducted on behalf of the Oregon School Employees Association. The Association will assume all costs of the attorney or law firm selected by the District to provide a defense.

ARTICLE 5: ASSOCIATION RESPONSIBILITY

5.1 The Board recognizes the Association as sole and exclusive bargaining representative for the classified employees in the unit, as determined by the Employment Relations Board.

5.2 The Association or committees of the Association may be allowed the use of school facilities for meetings with prior written approval from the Superintendent at least 24 hours in advance, and not during regular school hours. People who work during a scheduled meeting may attend if written permission is obtained 24 hours in advance from the immediate supervisor. All missed work must be made up. Such requests for access shall be processed in the same manner and granted under the same conditions afforded to members of the public.

5.3 The Association will be given an opportunity to utilize office equipment for the purpose of providing necessary information to Association membership. Equipment availability will not be competitive with the educational process or the business requirements of the District at the rate(s) determined by the District. Access to such equipment shall be granted in the same manner and under the same conditions that apply to the public. As such, the Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof. Such costs shall be calculated at the District’s prevailing rate.

ARTICLE 6: WORK WEEK

6.1 The normal full-time work week shall be no less than 37.5 hours or no more than 40 hours, commencing on Monday and shall not be more than (5) five days within a (7) seven-day period.

Full-time classified instructional employees will meet with their building administrator to establish their work calendar prior to the beginning of each school year. The work day generally shall be between 7:00 a.m. and 4:00 p.m. with the exception of custodian hours, unless District needs require an alternative work day. Once the schedule is established, the employee’s day will not change unless a District need arises and the employee is notified in writing.

The administration reserves the right to make adjustments in the schedule to accommodate staff meetings, IEP meetings, or committee meetings providing as much notice as possible and flexibility as practical.

6.2 COMPENSATORY TIME

Pursuant to ORS 653.258, if no funds are budgeted for overtime compensation, compensatory (Comp) time may be accrued in lieu of paid overtime with prior approval of the employee’s supervisor.

6.2.1 Comp time may accrue when employees work beyond their contracted hours per day. Comp time is calculated at straight time, except when the time is in excess of forty (40) hours per week. Such comp time is calculated at time and one half commensurate with overtime regulations.
6.2.2 Use of comp time may be granted in hour increments or full days. Comp time used shall be used by mutual agreement.

6.2.3 Supervisors must keep accurate records of accrual and use for all employees approved for comp time.

6.2.4 All accrued comp time should be used by the end of the employee's contract year, or June 30, whichever is sooner.

6.2.5 Comp time shall not be carried forward to a new fiscal year. Unused compensatory time shall be paid if the employee does not use it prior to the end of the fiscal year.

6.3 CALL BACK

A minimum of two (2) hours compensation will be guaranteed in instances where an employee has left work and is called back to work during an off-duty period or is scheduled to work on a day outside their normal schedule. Overtime shall be paid as required by law. The call back minimum shall not apply when an employee’s work day is extended beyond their normal schedule.

6.4 EMERGENCY CLOSURES

Except as noted for custodians, whenever student attendance is not required due to an emergency closure, employee attendance shall not be required and no loss of pay will result. The administration reserves the right to ask custodial staff to report.

Staff will be asked how they wish to make up any emergency closure days which are not scheduled as student make-up days. Staff may make up days through the use of paid time off days, vacation days, sick leave, or arranged make-up time. Members shall first use paid time off days, if available, before using other leave types.

ARTICLE 7: SENIORITY

7.1 Seniority shall be defined as the total length of regular service within the District since the most current date of hire. For the purpose of computing seniority, all paid leave shall be considered as time worked. For the purposes of computing seniority for reduction in force, seniority shall be defined as the length of continuous service for the District since the most recent date of hire. Reduction in force is defined as the complete elimination of a specific position. Employees who are laid off as a result of a reduction in position and who are subsequently reinstated shall retain their full seniority except for the period of lay off.

7.2 In the event the District determines a layoff is necessary, such layoff and subsequent reinstatement, except as otherwise provided in this article, will be based on seniority within a job family, as defined by Article 12.8, with the requirement that the employee must satisfy the minimum requirements and be able to perform the essential functions for the specific job within the job family. Employees will be recalled by job family in reverse order of layoff.

An employee who is affected because of a reduction in force may transfer bump to (1) a position formerly held within the District if the employee has greater District seniority than the employee currently holding the position and is minimally qualified and able to perform the essential functions of the position; or (2) two a lesser paying position within their job family if the employee is minimally qualified for the position and has greater District seniority than the person currently holding the position.
In both cases, the least senior employee within the affected job family will be the one "bumped". Any request to "bump" must be initiated within (5) five working days after notice of layoff. An employee cannot bump to a higher pay scale except for the provision of a position previously held.

7.3 An employee will lose all seniority and any employment recall rights when they are: 1) terminated from employment for any reason 2) are laid off for more than sixteen (16) months; 3) do not return from a leave of absence at the expiration of the leave of absence; 4) decline position offered while on layoff status if the position would have provided the employee at least 100 percent of the annual salary that the employee would have earned in the position they held at the time of the layoff.

ARTICLE 8: REST PERIODS

8.1 Each employee shall receive breaks as per Oregon law.

ARTICLE 9: LUNCH PERIODS

9.1 Each employee shall receive meal breaks as per Oregon law.

ARTICLE 10: PERSONNEL RECORDS

10.1 The official files on employees of the District are confidential. Employees shall have the opportunity to review all materials related to evaluations originated from District administrations when they are made a permanent part of the personnel file.

10.2 Employees shall have the right to review all materials in their personnel file pursuant to ORS 652.750. This review shall be in the presence of the supervisor or his designated representative.

10.3 All evaluations shall bear the employee's signature indicating that the employee has been shown the evaluation. If the employee refuses to sign the evaluation, it shall be witnessed by a third person that the employee was offered that opportunity to read the evaluation. The signing of the report does not necessarily mean that the employee agrees with the report. The employee shall be allowed to attach for inclusive in the file, a written comment relating to any evaluation, reprimand, charge, action, or any matter placed in the personnel file.

10.4 A written performance evaluation will be made of each employee by the supervisor, at least once each year.

ARTICLE 11: SEPARABILITY OF PROVISIONS

11.1 In the event that any provision of this contract shall at any time be declared invalid by any court or agency of competent jurisdiction, or an arbitrator such decision shall apply only to a specific article, section, or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the express intention of the parties hereto, that all other provisions not declared invalid shall remain in full force effect.
ARTICLE 12: SALARY

12.1 Salaries for the classified employees in the bargaining unit shall be the same as indicated on the attached salary schedules and by this reference incorporated herein.

12.2 Salaries, as indicated on the attached salary schedules, shall be effective beginning the first pay period after July 1, and shall be for the term of each year as indicated through the term of this contract, unless amended or supplemented by mutual agreement of the board and the Association.

12.3 Each employee eligible for step movement shall advance 1 step on July 1 of each contract year.

12.4 LONGEVITY RECOGNITION

12.4.1 Employees qualified for receiving recognition money shall be paid in November after their anniversary date. Recognition money shall be paid as follows:

12.4.2 A bargaining unit employee who has at least ten (10) years of continuous employment with the District and less than fifteen (15) years shall receive an additional $150.

12.4.3 A bargaining unit employee who has fifteen (15) years of continuous employment with the District and less than twenty (20) years shall receive an additional $350 per year.

12.4.4 A bargaining unit employee who has twenty (20) years of continuous employment with the District shall receive an additional $550 per year.

12.5 Method of Payment

12.5.1 The employee will notify the business office of their method of payment prior to the employee's first pay period. The method of payment may not be changed after that notification. Employees may choose to be paid monthly with actual hours worked that month or may choose to be paid in 12 equal checks through the use of the following formula: The amount earned per hour multiplied by approximate scheduled hours for the year divided by 12.

12.5.2 All employees shall be paid once monthly. Time sheets will be kept monthly and turned in for payment. No longer than 35 days shall elapse from the first day worked until the actual date of pay. Payment shall be on the 20th of the month or sooner if the pay date falls on a holiday or during a weekend.

12.6 Extra Duty Compensation

12.6.1 Classified employees will be paid at the District set rates for work performed by them in extra-curricular events and as advisors for student activities.

12.7 Movement on the Salary Schedule

12.7.1 Movement on the salary schedule from one job family to another shall not result in a lower rate of pay than the employee's current rate of pay, unless such movement is for disciplinary reasons. See Article 12.8 for definitions of job families. Should a bargaining unit member accept a position in a lower range, in a different job family, they shall be placed at the same step on the new range as they are currently placed. From that point forward both ranges shall advance at the same time.
12.8 Jobs, Job families, and assignment on the Salary Schedule

Jobs are assigned to job families and columns on the Salary Schedule as defined in this chart.

<table>
<thead>
<tr>
<th>Job Family</th>
<th>Salary Column</th>
<th>Job</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1A</td>
<td>Cafeteria Assistant</td>
</tr>
<tr>
<td></td>
<td>1B</td>
<td>Library Assistant</td>
</tr>
<tr>
<td>2</td>
<td>2A</td>
<td>Instructional Assistant</td>
</tr>
<tr>
<td></td>
<td>2B</td>
<td>Special Education Assistant</td>
</tr>
<tr>
<td>3</td>
<td>3A</td>
<td>Secretary</td>
</tr>
<tr>
<td></td>
<td>3B</td>
<td>Lead Secretary</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Registrar</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SPED Analyst</td>
</tr>
<tr>
<td>4</td>
<td>4A</td>
<td>Day Custodian</td>
</tr>
<tr>
<td></td>
<td>4B</td>
<td>Night Custodian</td>
</tr>
<tr>
<td></td>
<td>4C</td>
<td>Lead Custodian</td>
</tr>
</tbody>
</table>

12.9 Members on special assignment:

The District may assign an employee to a temporary position (at no lower rate of pay and no less than step 3 of the job for which they are substituting) for more than two (2) weeks and up to six (6) months. No change in pay will result in an assignment for less than two weeks. After six calendar months, the position must be negotiated.

ARTICLE 13: WORK YEAR

13.1 Calendars

Job Family 1: Employee’s calendars are built around student contact time.
Job Family 2: The work year is concurrent with the adopted District calendar, two non-student contact days shall be added to the school calendar for job family 2 employees. These days shall be equal to the same number of hours as each employee’s normal work hours. These hours may be divided over multiple days as determined by the building administrator.
Job Family 3: The job family 3 schedules will be determined prior to each school year and may allow flexibility for summer needs.
Job Family 4 (Custodians): 12 month work year.
13.2 Strikes

For the term of this agreement, the Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work. Violation of the above shall constitute grounds for disciplinary action, including discharge, against any employee or employees engaged in such activities. The District agrees not to lock out any classified employees for the life of this agreement.

**ARTICLE 14: BENEFITS**

14.1 Paid Holidays

Employees shall be compensated at their FTE for the following listed holidays:

<table>
<thead>
<tr>
<th>12-Month Employees</th>
<th>Less Than 12-Month Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Labor Day</td>
<td>1. Labor Day [if work is scheduled prior to the holiday]</td>
</tr>
<tr>
<td>2. Veteran’s Day</td>
<td>2. Veteran’s Day</td>
</tr>
<tr>
<td>3. Thanksgiving Day</td>
<td>3. Thanksgiving Day</td>
</tr>
<tr>
<td>5. New Year’s Day</td>
<td>5. New Year’s Day</td>
</tr>
<tr>
<td>6. President’s Day</td>
<td>6. President’s Day</td>
</tr>
<tr>
<td>7. Memorial Day</td>
<td>7. Memorial Day</td>
</tr>
<tr>
<td>8. Independence Day</td>
<td></td>
</tr>
</tbody>
</table>

* Christmas Eve shall be paid 1/2 day for 12-month employees.

14.2 In order to be eligible for holiday pay, employees must work their regularly scheduled day prior to and their regularly scheduled day after the holiday or be on approved paid leave on those days.

14.3 Unpaid Holidays

Unpaid holidays for employees in the bargaining unit shall be:

- Thanksgiving Friday
- 1/2 Christmas Eve (12 month employees)
- New Year’s Eve
- Martin Luther King’s Day

* Other holidays as designated by the school calendar will be non-paid holidays.

* Custodians may work on any of the unpaid holidays with a 14-day advance approval from the superintendent.

14.4 Vacation Time

Vacation time earned by 12-month employees in the bargaining unit shall be granted as indicated in the following outline:

- Years of service with District: 1-5 6-10 11 & Up
- Number of days’ vacation: 10 days 15 days 20 days
14.5 Vacation time shall be granted as outlined above, and compensated at that employee's rate of pay. Earned vacation shall be granted at the beginning of the fiscal year, prorated for new hires occurring after the school year has started.

14.6 The District reserves the right to pay out unused vacation time. Employees may carry forward no more than 10 days into the following year. Vacation requests of more than 10 consecutive days shall be subject to prior approval by administration.

14.7 Current year vacation time will be prorated for an employee who resigns or who is dismissed prior to the end of the employee's normal work year, and has used more vacation time than has been earned, shall have the vacation compensation deducted from the employee's final check.

14.8 Insurance Premiums

14.8.1 To be eligible for insurance benefits, an employee's monthly gross income must equal or exceed the monetary amount of insurance benefits, except during vacation periods, recess periods, or periods of paid leave.

14.8.2 New hires shall be eligible for insurance benefits the first day of the month after the period of employment as defined by state and federal law.

14.8.3 All employees who have a regularly assigned job of more than 20 hours a week will be offered the opportunity to enroll for insurance coverage.

14.9 Rate Cap

14.9.1 The classified employees shall not receive an insurance cap less than what the licensed employees receive for the life of this agreement.

The rate cap will be:

- 2018-2019 $1,258 per month
- 2019-2020 $1,300 per month

   a. All employees hired July 1, 2013 and after, working greater than 20 hours per week but less than 37.5 hours per week will be pro-rated according to their FTE equivalent; 37.5 hours per week and above will receive the full rate cap.

   b. For employees hired prior to July 1, 2013 who work more than 20 hours per week but less than 30 hours per week, will be prorated according to their FTE equivalent. 30 hours per week and above will receive full rate cap.

14.9.2 New hires shall be eligible for insurance benefits the first day of the month after the period of employment as defined by state and federal law.

14.11 Health Savings Options

HSA (Health Savings Account)

   a. The individual setup of the HSA account and the liability for its use is the responsibility of the Association member. The member will be responsible for any bank fees related to their HSA.

   b. The District shall contribute the difference between the monthly premium for the eligible High Deductible Health Plan (HDHP) and the District insurance cap, up to the maximum allowed by the IRS.
14.12 **Flexible Spending Plan**

A Section 125, Flexible Spending Plan, shall be made available to staff so long as the plan does not create a cost to the District.

14.13 **Termination of Benefits**

If an employee’s employment with the District is terminated prior to the end of the school year, the District’s payment of premiums for insurance shall cease as of the last day of the month the member is employed. COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) coverage is still available to the employee.

**ARTICLE 15: LEAVES**

15.1 **Jury Duty**

If a member is summoned to serve on a jury, the District will request postponement of the service obligation until the summer vacation period. If the member, nevertheless, is required to serve, the District shall grant permission to serve, without loss of regular pay. The member shall retain all monies collected for jury duty service, mileage and expenses while on jury duty. Upon early release from jury duty, the member is expected to report to his or her assigned building if reasonably able to do so to perform services as required.

A signed statement from the court certifying the previous day’s jury attendance must be presented for each day missed.

The District reserves the right to petition the court or other tribunal to excuse the employee called for such duty.

15.2 **Administrative Approval of Leaves**

All absences and leave must have written administrative approval. The employee's immediate supervisor's recommendation and the written approval of the Superintendent constitute administrative approval. The Superintendent's decision to approve or reject shall be final.

All requests for absences and leave except sick leave must be submitted in writing. All written requests shall be made in advance.

15.3 **Sick Leave**

Sick leave shall be made available pursuant to the District’s sick time policy and in accordance with any applicable state and federal laws.

Such accrual and use of sick leave shall be credited against the individual employee’s sick time allowance pursuant to ORS 332.507 and ORS 653.601 through ORS 653.661.
The District shall allow ten (10) days of leave with pay per school year to those employees working a 9, 9-1/2, or 10-month schedule. Those employees working a 12-month schedule shall be allowed 12 days of leave with pay. Total sick leave can be accumulated by any employee under this Agreement and accumulation shall be unlimited. The term shall mean the employee's regular workday.

All sick leave benefits shall terminate upon termination of employment. This shall not be construed to deprive the member of rights granted under Oregon Statutes; namely, provision of transfer of sick leave to another District and for purposes of retirement compensation.

Sick leave in excess of five (5) consecutive workdays shall be allowed only upon certification by employee's attending physician or practitioner that illness of injury prevents the employee from working. (This is also in school policy GCBD)

An employee who resigns or who is dismissed prior to the end of the employee's normal work year and has used more sick leave than would have been accrued shall have sick leave compensation deducted from the employee's final check.

Any employee exhausting accumulated sick leave shall have the equivalent of his daily wage deducted for each additional work day of absence due to illness.

15.4 Paid Time Off

A. The District allows up to five (5) days of paid time off leave per year on regular pay.
B. Employees shall request leave through the building principal.
C. No more than two (2) days may be taken together without express written approval of the building principal.
D. Leave typically will not be granted for days which immediately precede or follow a holiday or scheduled break.
E. The members shall give a minimum of three (3) days' advance notice of their intended absence.

15.5 FMLA/OFLA Leave

Medical/family leave usage is governed by federal law, state law (currently ORS 659A.150 through 659A.186) and District policy/procedures. Whenever possible, qualifying leaves under federal and state law run concurrently.

ARTICLE 16: TUITION REIMBURSEMENT

Tuition reimbursement will be allowed, not to exceed the cost of three (3) credits at Portland State University (undergraduate) rates per school year per employee. Training courses must be preapproved and of direct benefit to the district. To receive tuition reimbursement, approval for the class must be obtained from the Superintendent and principal prior to registration. All claims for tuition reimbursement must be submitted along with the evidence of satisfactory completion of approved course work and proof of payment showing the cost of the course actually paid by the employee. All claims must be submitted to the District not later than six weeks after the end of the
course or term. A member who is no longer employed by the District shall receive no tuition reimbursement for courses taken after the completion of the school year for students and members (i.e., the last day of in-service in June). For the purpose of this article workshop, course, and training shall be considered synonymous and are eligible for reimbursement under this article.

Members of the bargaining unit, who are required by the District to attend workshops, courses, or classes, shall be paid at their regular rate of pay.

16.1 Expense Reimbursement

Meals reimbursement will be dependent upon rates set by District policy, but shall not be less than $11 for lunch, and $23 for dinner. Mileage shall be reimbursed at the IRS rate per mile. The District may choose to reimburse these meal amounts in a daily amount rather than by meal. For required overnight trips, the District shall pay for all lodging.

ARTICLE 17: GRIEVANCE PROCEDURE

17.1 Purpose - The purpose of this procedure is to address, at the lowest possible level, disputes related to the administration of this Agreement.

17.2 Definitions –

Grievance: A "grievance" is an alleged violation of the provisions of the Agreement by the District, an employee, or the Association.

Grievant: A “grievant” is the party who alleges there has been a grievance.

Party in Interest: A “party in interest” is the party making the claim, or against whom action might be taken in order to resolve the claim.

Days: The word "days" refers calendar days.

17.3 Representation - Any grievant may be accompanied at all stages of this procedure by a District or Association representative of their own choosing.

17.4 Group Grievance - In the event a grievance is filed by a group of employees representing two or more buildings, that grievance may be initiated at the second step or level providing a solution is beyond authority granted the principal or immediate supervisor.

17.9 Non-reprisal - No reprisals of any kind shall be taken by the Board or Association on any member of the Association or District, or any participant in the grievance procedure by reason of such participation.

17.10 Operating Limits - Time Limits - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. If the grievant fails to pursue the grievance within the timeline provided, the grievance is deemed dropped. If the grievance is deemed denied at that level, the grievant may appeal to the next level. The time limits may be, however, extended by mutual written agreement.
17.11 Meetings and Hearings - All meetings and hearings under this procedure shall be conducted in executive session unless a public hearing is requested by the grievant or as otherwise required by law. The grievance will be heard in executive session at Level Three if it involves confidential matters regarding other employees or students. At Level Four, the Arbitrator will decide whether the hearing will be open or closed to the public, upon the request of either party.

17.12 Written Decisions - Decisions rendered at level One which are unsatisfactory to the grievant, and all decisions rendered at subsequent levels of the procedure, shall be in writing setting forth the decision and the reasons therefore and shall be transmitted to all parties in interest, the District and to the Association.

17.13 Separate Grievance File - All documents, communications, and records dealing with a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Files are to be located in the district office.

17.14 The Procedure

Level One - The grievant will first discuss the grievance with his principal or immediate supervisor, the employee(s) or the Association within fifteen (15) days from the time the grievant knew or should have known of the incident giving rise to the grievance with the objective of resolving the matter.

17.14.1 If the grievant is not satisfied with the outcome of the meeting, they may communicate a written grievance within ten (10) days of the meeting. The recipient of the written grievance shall make a written decision within ten (10) days of receipt of the written grievance and attach it to the original grievance. Copies shall be sent to the grievant within five (5) days of the decision.

Level Two - If the grievant is not satisfied with the disposition of his grievance at Level One, or if no written decision has been rendered within fifteen (15) days, they may appeal to the Superintendent or Association in writing. The appeal shall include a copy of the decision being appealed and the grounds for contending the decision is incorrect.

17.14.2 Appeals to the Superintendent, their appointed representative, or Association President shall be heard by the Superintendent within ten (10) days of this receipt of the appeal. Written notice of the time and place of the hearing shall be given not less than five (5) days prior thereto to the grievant.

17.14.3 Within ten (10) days of the hearing, the Superintendent or Association President shall communicate to the grievant their written decision, which shall include supporting reasons.

Level Three - Within ten (10) days of receipt of the written decision by the Superintendent or Association President, or if no written decision has been communicated within the required time, the grievant may further appeal to the Board. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect and must be in writing.

17.14.4 Appeals to the Board shall be heard by the Board within fifteen (15) days of its receipt of the appeal. Written notice of the time and place of hearing shall be given five (5) days prior thereto to the grievant.
17.14.5 Within ten (10) days of the hearing of the appeal, the Board shall give to the grievant its written decision, which shall include supporting reasons.

**Level Four - Arbitration.** For disputes over the meaning, interpretation or application of the terms of this agreement.

17.14.6 Within ten (10) days of the decision at level three, or if no written decision has been rendered within the required time, the grievant may request to the Association or Superintendent that the decision rendered at Level Three be submitted to Arbitration. If the Association or Superintendent so determines, it may submit the contractual grievance to Arbitration within ten (10) days after receipt of the request from the grievant.

17.14.7 The selection of the arbitrator and subsequent proceedings shall be conducted in accordance with the Voluntary Arbitration Rules of the American Arbitration Association, and the cost of this arbitrator shall be shared equally between the District and the Association.

17.14.8 The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. His decision shall be submitted to the Board and to the Association and shall be final and binding on both parties.

17.14.9 Costs of the arbitration, other than the costs incurred by each party in presenting its case, shall be borne equally by the parties.

**ARTICLE 18: FUNDING**

18.1 The parties recognize that the revenue received by the District is sometimes affected by circumstances outside the control of the District's Board of Directors.

18.2 The economic terms of the agreement, are entered into, contingent upon receipt of the revenues projected by the District at the time of ratification of this agreement. The District agrees to include in its budget an amount sufficient to fund the compensation provided by the agreement. The District may reopen negotiations of any and all provisions of this agreement should funding not be available in sufficient amount to fund provisions of this agreement. Article XIII.II "strikes" shall then be deemed null and void.

18.3 The Board may, with the concurrence of the Association, if it experiences an unexpected revenue shortfall which would affect the Board's ability to fund the economic provision of this agreement, reopen negotiation of any and all provisions of this agreement.

18.4 This agreement does not guarantee any level of employment. Additionally, if the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any of the monetary benefits provided in the agreement while the schools are closed. At the option of the District, the classification contract may be modified to reflect such closure on a pro rata basis of the per diem of the classified employee's individual base annual salary for each contractual day of such closure, including any holidays or in-service days occurring during such closure.
ARTICLE 19: PROBATIONARY EMPLOYMENT

Procedure for Probationary Employees

19.1 A probationary employee shall be defined as an employee who has been employed with the District for a period of less than 120 calendar days.

19.2 No less than two (2) weeks prior to the end of an employee's probationary period, the employee shall receive a written statement from the employee's supervisor which shall inform the employee whether the District expects to retain the employee at the completion of the probationary period. Neither the method utilized in formulating the statement nor the substance of the statement are subject to the Grievance Procedure. The district has the ability to dismiss an employee, within the probationary period, if an employee has (or is) not successfully completed their probationary period.

Dismissal Procedure for Unsatisfactory Performance of Conduct (Move elsewhere)

19.3 No employee will be disciplined or dismissed without due process.

ARTICLE 20: NO CONTRACTING OUT

The District agrees that no additional classified services will be contracted out for the life of this agreement.
Jobs, Job families, and assignment on the Salary Schedule

Jobs are assigned to job families and columns on the Salary Schedule as defined in this chart.

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<td></td>
<td>4C</td>
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### 2018-2019 Gaston OSEA SALARY SCHEDULE

*All employees hired prior to July 1, 2018 move one step for 2018-19*

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### 2019-2020 Gaston OSEA SALARY SCHEDULE

*All employees hired prior to July 1, 2019 move one step for 2019-20*

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MEMORANDUM OF UNDERSTANDING

It is understood, and agreed upon, by the Gaston School District and the OSEA:

1. The District is concerned about the annual absence rate among bargaining unit members.
2. The District’s main goal is to reduce the number of annual absences.
3. The District allows a total of five (5) paid-time-off days per year (Article 15).
4. At the end of each school year, members have the option to be paid for any unused paid-time-off days at the employee’s daily rate of pay.
5. The District will review absenteeism rates during the 2018-2020 school years.
6. This memorandum expires on the last member contract day of the 2019-2020 school year.

For the District: __________________________

For the Association: _______________________

Date: 10/11/18