

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON COMMUNITY UNIT SCHOOL DISTRICT #220

AND

**OREGON EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION, IEA/NEA**

OREGON, ILLINOIS

2018 - 2023

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ARTICLE I**RECOGNITION**

- 1.1 The Board of Education of Oregon Community Unit District No. 220, hereinafter called the "Board", hereby recognizes the Oregon Educational Support Personnel Association, IEA-NEA, hereinafter called the "Union" or the "Association", as the sole and exclusive bargaining representative for the following educational support staff full-time and regular part-time employees including custodians, bus drivers, secretaries, special education aides, cooks, lunchroom aides, secretarial aide and payroll clerk; specifically excluding from said bargaining unit all supervisors, managerial, confidential, crossing guards, secretary to the Superintendent, the office manager of the Superintendent's office and other employees excluded by the Act.
- 1.2 The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Board. For the purposes of seniority and salary see article 11 and appendix 1 respectively.
- 1.3 A "full-time" employee hereunder shall be defined as an Oregon Educational Support employee who works thirty (30) hours or more per week on at least a nine (9) month or more scheduled basis.

ARTICLE II**MANAGEMENT RIGHTS**

The Board continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. The Board retains any power or authority that the Board has not abridged, delegated, or modified by the express provisions of this Agreement. The rights of the Board, through its management officials, include, but are not limited to, the following:

- determine the overall budget of the Board;
- determine, control, and exercise discretion over the organization and efficiency of operations;
- hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the employer;

- suspend, demote, discharge, or take other disciplinary action against the employees for proper cause;
- increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for violation of health or safety rules;
- reallocate positions to higher or lower classifications;
- establish, modify, combine, or abolish job classifications;
- determine the purpose of each of its service areas;
- set standards for services to the public;
- determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether the goods and services are to be provided or purchased;
- change or eliminate equipment or facilities.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definitions

- A. Any claim by the Union or any Oregon Educational Support employee that there has been a violation, misinterpretation, or misapplication of the terms of this agreement, which affects support personnel working conditions shall be a grievance.
- B. There will be a thirty (30) workday time limit in initiating a grievance from the date of general knowledge of when the alleged violation occurred. Workdays will be defined as days when the District office is open for business.
- C. Only one (1) subject matter shall be covered in any one (1) grievance. The written grievance shall contain a clear and concise statement of the grievance and indicate the issues involved, the relief sought, and the specific section or sections of the agreement involved.

3.2 First Level

An Oregon Educational Support employee with a grievance will first discuss it directly with his/her supervisor or principal with the objective of resolving the matter informally. Both the supervisor or principal and the support employee have the right to be accompanied by another educational support employee of District #220.

3.3 Second Level

The educational support employee or the Union may present a grievance in writing to the principal or supervisor immediately involved who will arrange for a meeting to take place within ten (10) workdays after receipt of the grievance. The Union's representative, the aggrieved educational support employee, and the involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the grievance to the aggrieved educational support employee and the Union within ten (10) workdays after the meeting. This answer shall include the reasons for the decision.

If the union and the Board or its designee agrees, either or both of the first two levels of the grievance procedure may be bypassed and the grievance brought directly to the next level.

3.4 Third Level

If the grievance is not resolved at Level #2, the Oregon Educational Support employee or the Union shall refer the grievance to the Superintendent or his official assignee within ten (10) workdays after receipt of the Level #2 answer or within ten (10) workdays after the Level #2 meeting. The Superintendent shall arrange for a meeting with the educational support employee or a representative of the Union Grievance Committee to take place within ten (10) workdays after the receipt of the appeals.

Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) workdays in which to consult with the Board and to provide his/her written decision with the reasons to the Union.

3.5 Fourth Level

If the grievant is not satisfied with the disposition of his/her grievance at Level #3, the Union may, within twenty (20) workdays after receipt of the Superintendent's written response, request in writing, arbitration. The arbitrator will be contacted through the

American Arbitration Association within twenty (20) workdays. In the event the AAA cannot provide the arbitrator, the selection of an arbitrator shall be made by mutual agreement of the Board of Education and the O.E.S.P.A.

- 3.6 All understandings and/or agreements reached and ratified under this procedure shall be reduced to writing, signed by each party, and, when both the board and the association expressly consent attached to this agreement.
- A. Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator not previously disclosed to the other party.
 - B. A decision rendered by the arbitrator shall be final and binding.
 - C. Expedited rules of the arbitration may be followed.
 - D. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

ARTICLE IV

DISCIPLINE

- 4.1 The following is a representative list of educational support personnel actions and incidents of unsatisfactory performance, which warrant consideration for discipline, including dismissal, suspension, or demotion of educational support personnel. This representative list shall include but not be limited to the following:
- A. Unauthorized absence;
 - B. Insubordination;
 - C. Use of alcoholic beverages while on duty;
 - D. Use of illegal drugs while on duty;
 - E. Neglect of duty; Negligence or damage to school property and/or abuse of school supplies or equipment.
 - F. Misrepresents the facts on his/her employment application and such misrepresentation is material to his/her employment; or

- G. Gives a false reason for obtaining a leave of absence.
- 4.2 Disciplinary action or measures shall usually be applied in the following order, subject to the policies of the Board of Education of Community Unit District No. 220.
- A. Oral reprimand with verification to the employee of the oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Discharge.
- 4.3 If the Employer has reason to reprimand an Oregon Educational Support employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- 4.4 All Oregon Educational Support Personnel Association employees covered by this Agreement have the right to be represented by the Union in matters that might result in any disciplinary action.
- 4.5 No non-probationary Oregon Educational Support employee shall be dismissed, suspended, or demoted without sufficient cause.
- 4.6 Grievances involving suspension or discharge of Oregon Educational Support Personnel Association employees may be initiated at Level 3 of the Grievance Procedure.
- 4.7 The procedures referred to in this Article do not apply in cases of conviction for violation of criminal statutes.

ARTICLE V

NO-STRIKE CLAUSE

- 5.1 During the term of this Agreement, neither the Union nor its agents or any Oregon Educational Support Personnel Association employee, for any reason, will authorize, institute, aid, condone, or engage in a slow-down, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Board.
- 5.2 The Board may discharge or discipline any Oregon Educational Support Personnel Association employee who violates Section 5.1 or any educational support employee

who fails to carry out his/her responsibilities under Section 5.1.

- 5.3 The Board will not lock out any Oregon Educational Support Personnel Association employees during the term of this Agreement as a result of a labor dispute with the Union unless there is a violation of this Article by the Union.

ARTICLE VI

SAFETY

- 6.1 The District recognizes its responsibility to provide rules for the safety of employees, students, and visitors within the school facilities. The Union recognizes the responsibility of its members to obey the safety rules and practices to enhance a safe environment for themselves and others.
- 6.2 Oregon Educational Support Personnel Association employees shall immediately report all accidents or injuries sustained by themselves or others with whom they are involved to their immediate supervisor. Educational support employees shall be required to complete the report forms made available by the District.
- 6.3 Every Oregon Educational Support Personnel Association employee shall observe all safety rules, which are established by the District and shall use such safety devices or equipment and procedures as required by the District.
- 6.4 An Oregon Educational Support Personnel Association employee shall report immediately any unsafe working condition or work practice to his or her immediate supervisor. If the matter is not resolved the educational support employee may bring it to the Superintendent.

ARTICLE VII

UNION RIGHTS AND RESPONSIBILITIES

- 7.1 The Board agrees to provide space on an existing designated bulletin board in each attendance center and district office. The Union bulletin board shall be used only for Union business matters such as
- A. Notice of Union elections and results of such elections;
 - B. Notice of Union appointments;

- C. Notice of Union meetings and reports and minutes thereof;
- D. Notices related directly to Union business, which shall not contain primarily political matters or materials containing criticism of or personal attacks upon the Board or school personnel.

At the time of posting any notices on the Union bulletin board, the Union shall file (1) copy of said notices or materials with the Superintendent for his/her files and records.

All costs incident to preparing and posting of Union material will be borne by the Union. The Union is responsible for posting and removing material on its bulletin board and for maintaining same in an orderly and neat fashion.

- 7.2 The Union shall have the right to pass out individual notices and to use the regular intra-unit mail facilities as well as computers to e-mail nonpolitical announcements and similar material to the members of the Union. The Superintendent will get copies of any such material for his/her files.
- 7.3 The Union shall submit each year to the Superintendent or designee a current list of officers and executive board, negotiating committee, and building representatives. Any changes in this list shall be submitted to the Superintendent promptly upon such changes being made.
- 7.4 The Board agrees that the Union shall have the right to use any school building for meetings outside of the educational support employees' required work day upon forty-eight (48) hour prior request and approval of the Building Administrator or his designee, provided that such use does not interfere with any school or community sponsored activities. The Union will clean up any premises used to the satisfaction of the Building Principal or a charge for the direct cost to the District may be charged the Union.

If the association desires to conduct a general membership meeting during contractually obligated time the association, or individual members impacted, will request to hold such meeting.

In the event the association needs to hold an informational meeting and some employees would miss contractual time (i.e. after school), the employees impacted (missing contractual time) would speak directly with their supervisors to request to attend said meeting and schedule make up time. In no event shall the employee who has been granted permission be docked contractual hours

- 7.5 The Board and the Association agree to evenly split the cost of printing copies of this Agreement. One (1) copy will be printed for each bargaining unit employee and an additional fifty (50) copies will be printed for distribution to future employees. The Association shall be responsible for distributing copies to current employees and the District will provide a copy of the agreement to each newly employed bargaining unit member. If additional copies are needed the parties will split the cost of printing additional copies evenly. The parties will utilize the printing services selected by the OESPA.
- 7.6 The Board agrees that the Union staff representative or representatives shall have reasonable access to the premises of the Board for legitimate Union business, upon notice to the Building Administrator by "signing in" at the office.
- 7.7 Grievance filings and hearings shall be conducted at a time and place which will afford fair and reasonable opportunity for grievance and witnesses entitled to be present, to attend. Such filings and hearings will be scheduled and held on the employee's non-working time.
- 7.8 The President of the Association or his/her designee shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting at least forty-eight (48) hours prior to the scheduled time of such meeting.
- 7.9 A copy of the Board of Education minutes shall be mailed or placed in the mailbox of the President of the Association as soon as they have been approved.
- 7.10 Names and addresses, date of hire, classification, and work site of newly-hired educational support employees shall be provided to the Association President or his/her designee at the time the first payroll is prepared. The Union president or his/her designee shall be notified within two (2) payroll periods when an employee(s) leave. By October 1st of each year the District shall provide the Union President or his/her designee a list of educational support employees and the number of workdays and hours each educational support employee is to work. The seniority roster shall be given to the Union President no later than February 1st of each year.
- 7.11 Fair Share -
- A. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues with the exception of

Political Action Committee funds.

- B. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Employer shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Employer no later than ten (10) days following the deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.
- F. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability, which may arise as a result of any type of willful misconduct by the Employer, or the Employer's imperfect execution of the obligations imposed upon it by this Article.
- G. The obligation to pay a fair share fee will not apply to any educational support employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such educational support employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Educational Support Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- H. Fair Share is in effect for all new educational support employees hired after July 1,

1998. Any educational support employee who was not a union member as of July 1, 1998 will not be required to pay fair share, but will have the opportunity to join. Once an educational support employee joins the Union or pays Fair Share, the educational support employee is no longer eligible for the exemption. In addition, if an educational support employee voluntarily changes his/her educational support position classification; they will no longer be eligible for this exemption.

ARTICLE VIII

NON-DISCRIMINATION

- 8.1 Neither the Board nor the Union shall discriminate against any Oregon Educational Support Personnel Association employee covered by this Agreement in a manner, which would violate any applicable laws because of race, creed, color, national origin, age, or sex.
- 8.2 The Union recognizes its responsibility as bargaining agent and agrees to represent fairly all Oregon Educational Support Personnel Association employees in the bargaining unit.

ARTICLE IX

ADDITIONAL TRAINING

- 9.1 When additional training will be beneficial to the Oregon Educational Support Personnel Association employee in his/her job or the operation of the school system, educational support employees may be encouraged or requested to enroll in training courses. All additional training courses must be approved in advance by the immediate supervisor for tuition reimbursement or refund consideration. Additional training taken at the request of the District shall be reimbursed. **Oregon Educational Support Personnel not scheduled on a Wellbeing day may attend the Wellbeing day and be paid an amount not to exceed their normal workday pay.**
- 9.2 Educational support employees who obtain prior approval and enroll at recognized training institutions, workshops or seminars and successfully complete such course will be eligible for tuition refund or reimbursement.
- 9.3 Educational support employees who take unrelated courses leading toward an Associate Arts degree are not eligible for tuition refund or reimbursement for those unrelated courses. Educational support employees required to take course work for certification purposes shall be reimbursed.

- 9.4 The Superintendent or designee shall have the authority to limit the kind and number of training courses in which an educational support employee may wish to enroll.
- 9.5 Educational support employees who successfully complete in-District training courses will be given credit, if applicable for such courses, and a record of completion shall be placed in the employee's file.
- 9.6 Certified aides may attend all in-service training and be paid an amount not to exceed their normal workday pay.
- 9.7 The board will pay for sanitation certified training and certification for food service staff. Each food service member who holds a valid sanitation certification will receive an annual \$100.00 bonus at the end of each year they maintain their certification.
- 9.8 Staff that hold Instructional Aide Certification will be reimbursed up to \$50.00 toward their certificate renewal upon submittal of a receipt of the renewal.

ARTICLE X

PERSONNEL FILES

- 10.1 The Board shall keep a central personnel file for each Oregon Educational Support Personnel Association employee. Principals or other supervisors may keep working files. This material may be used for disciplinary action provided a copy of such material is provided to the affected employee at the time of such incident.
- 10.2 Upon appropriate request, an Oregon Educational Support Personnel Association employee may inspect his or her personnel file subject to the following:
- A. Inspection shall occur during non-working hours, including lunch and break periods, at a time and in a manner mutually acceptable to the educational support employee and the Board. Upon request, an educational support employee may have an Association representative present during such inspection.
 - B. Copies of materials in an educational support employee's personnel file will be provided to the educational support employee upon request.
 - C. Pre-employment information, e.g., reference checks and responses, or information provided to the Board shall remain confidential and

shall not be subject to inspection or copying.

- 10.3 Oregon Educational Support Personnel Association employees will be given a copy of any written warning placed in his or her personnel file. The educational support employee will sign, acknowledging receipt only.
- 10.4 Oregon Educational Support Personnel Association employees shall have the right to file a written response to material in his or her personnel file.
- 10.5 Evaluations

As much as possible evaluations will be conducted one time per year using the tool agreed upon by the union and the administration. The immediate supervisor or principal will discuss the completed evaluation with each employee. A copy of the evaluation will be given to the Employee and a copy will be placed in the Employee's personnel file. Employees will have a right to attach a written rebuttal to the evaluation.

During the 2018-2019 school year the Association and the Board agree to form joint committee to develop a universal evaluation protocols and review each department's evaluation tool. The goal is for the committee to complete its work by December 2018.

ARTICLE XI

SENIORITY

11.1 Definition of Seniority

Seniority shall be defined as the length of continuous service within a classification (see Article 11.6) within the district (including service in the Mt. Morris Unit School District) as an educational support employee. The District will maintain a seniority list for each classification. Accumulation of seniority shall begin from the Bargaining Unit Member's first working day. A paid holiday shall be counted as the first working day in applicable situations.

An Oregon Educational Support Personnel Association employee having in-district experience in more than one job classification will be considered qualified for those job classifications provided they had one year or more of working in each job classification. His/her name will appear on each seniority list for which they are qualified.

A. Part-Time

Part-Time educational support employees shall accrue seniority based on their date

of hire. For the purpose of seniority with bus drivers, fulltime drivers are those who drive both a morning and afternoon route. Part-time drivers are those who drive a morning or an afternoon route.

B. Ties in Seniority

In the event that more than one individual educational support employee has the same starting date of work, in the same classification on the seniority list, the tie shall be determined by drawing lots.

C. Probationary Employees

Probationary educational support employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

11.2 Application.

In all applications of seniority under this Agreement, the ability of the educational support employee shall mean the skill, qualification and ability, (including physical fitness) of an educational support employee to perform the required work. Where skills, ability and qualifications to perform the required work are, among the educational support employees concerned, equal, seniority as defined in 11.1 above, shall govern. The decision as to any such educational support employee's ability to perform such work and the respective abilities of such educational support employees shall be made solely by the Superintendent or his/her designee and shall be final.

11.3 Non-Application of Seniority.

Seniority does not apply and shall not be required to be used as a determining factor in assigning particular types of work to educational support employees within a position classification, or in assigning machines, equipment, or places of work.

11.4 Termination of Seniority.

Seniority and the employment relationship shall be terminated when an educational support employee:

- A. quits or leaves a bargaining unit position for a period longer than one calendar year; or
- B. resigns, retires or is discharged for cause; or
- C. fails to report for work within three (3) working days after having been recalled from

lay-off; or

- D. does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence; or
- E. is laid off for a period in excess of the statutory recall period as defined in the school code.

11.5 Probationary Employees.

- A. All new educational support employees, including rehired employees, shall be considered as probationary employees and must successfully complete a probationary period before attaining regular employee status.
- B. Newly Hired and Rehired Employees.

Each newly hired or rehired employee becomes a probationary employee upon the date of his/her employment, and remains so until he or she has successfully completed the required probationary period. The determination by the Employer that a probationary employee is not qualified to obtain regular employment status is not subject to the grievance or arbitration procedure of this Agreement.

These required probationary periods shall be as set forth below:

1. Newly Hired Employees -- Sixty (60) workdays

During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Board.

11.6 Recall Rights

The District, in its discretion, shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, educational support employees shall be notified thirty (30) calendar days prior to end of the school year, by certified mail, in accordance with their seniority in their respective job classifications and their ability to perform the remaining work. For the purpose of layoffs the classifications are as follows:

Bus Driver (licensed)
 Food Service Worker (not including food service director)
 Certified Aides – Special Education

- ESL
- Early Childhood
- Pre-Kindergarten
- Instructional
- Library Aide

Non-certified Aides

- Bus Aide
- Health Aide
- Lunch Aide (playground aide)
- Secretarial Aide

Custodial/Maintenance

Secretary

Technology Support

An educational support employee laid off from one job classification and who has qualified district seniority over another educational support employee in a different job classification will then bump the position of the least senior educational support employee in that job classification.

If more than one employee is eligible to assume a position in a job classification, the most senior may make a selection from the vacancies created by the layoff procedure until all eligible educational support employees have been placed.

Any educational support employee moved from one job classification to another due to layoffs, bumping rights, and/or recall shall not receive a reduction in hourly pay.

All educational support employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. No new individual will be hired into a job classification until all qualified former educational support employees on the recall list have had an opportunity to be re-employed.

In the event of a lay-off, the educational support employee will be compensated 50% of his/her normal daily pay for each unused sick day. If an employee is not recalled prior to the start of the subsequent school year they shall receive compensation on the first payroll date of the subsequent school year. If an employee is recalled prior to the start of the subsequent school year, or between the start of the subsequent school year and the first payroll date, they shall have all unused sick days restored. If the employee has been recalled and chooses not to return, the employee is not eligible for compensation.

ARTICLE XII

Vacancies and Postings

12.1 Posting

Vacancies occurring within the bargaining unit, including newly created and temporary positions, shall be posted on a designated bulletin board in each district building along with a copy of such posting sent to the Union President. Positions as above described shall be posted at least five (5) workdays after the Union President receives such posting.

Posting and advertising can be concurrent. Such posting shall contain the following information:

- | | | | |
|----|------------------|----|----------------------|
| 1. | Type of work | 5. | Hours to be worked |
| 2. | Location of work | 6. | Job description |
| 3. | Starting date | 7. | Minimum requirements |
| 4. | Relevant pay | | |

12.2 Eligibility.

Any Oregon Educational Support Personnel Association Employee may apply for a vacancy. All District #220 employees who apply for any vacancy shall be reviewed by the Superintendent to determine qualifications and eligibility for the position. The most senior qualified applicant will be considered first.

If the senior applicant is qualified and is not hired, a verbal explanation must be given to the applicant stating the reason(s) why he/she was not hired.

12.3 Job assignments will not be made in an arbitrary and capricious manner.

ARTICLE XIII

PAYROLL DEDUCTIONS

- 13.1 Upon receipt of a lawfully executed written authorization from an educational support employee the Board agrees to deduct the regular monthly prorated amount of annual Union dues of such employee from his/her pay and remit such deduction by the 15th day of the succeeding month to the official designated by the Union in writing to receive such deductions. By September 1 of each year, the Union will notify the Board in writing of the exact amount of such regular membership dues to be deducted. The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the Board in compliance with this Article. The Union shall promptly refund to the Board any funds received in accordance with this Article that are

in excess of the amounts of the Union dues which the Board has agreed to deduct.

- 13.2 Authorization for tax-sheltered annuities and IMRF life insurance may be placed on payroll deduction by lawfully executed written authorization. However, the companies participating in the program will be limited to those companies participating in the deduction program.

ARTICLE XIV

INSURANCE

- 14.1 All full time Oregon Educational Support Personnel, as defined in Section 1.3, will be eligible to receive medical, dental, and life insurance. The enrollment period for existing employees will be conducted at the year-end renewal. New employees may enroll during the plan year based on qualifying events or proof of continuation of insurance coverage at prior employment.

For the purposes of insurance coverage, educational support employees who had received medical and dental insurance coverage in 1995-96, who may not technically qualify as "full-time" during the contract term under the definition set out in Section 1.3, shall continue to receive such medical and dental insurance coverage as long as they continue to work in substantially the same job and work substantially similar hours as in 1995-96.

- 14.2 District Insurance Committee
- A. The Oregon Unit School District #220 Board of Education, Oregon Education Association, and the Oregon Educational Support Personnel Association have a common interest in providing the best possible insurance program for the personnel of Unit #220; therefore declare their mutual intent to cooperatively work toward the attainment of this common goal.
 - B. The Board will make every effort to create an insurance committee comprised of equal representation from each group. Each member of this committee has an equal voice.
 - C. The Board will recognize the Committee, which will have an equal voice in any changes in the total insurance package. The Committee recognizes the Board will have an equal voice in any changes in the total insurance package. Example: the Board could not make changes without majority approval of the Committee, and the Committee recommendations would need Board approval. Ultimately, the Committee will make a recommendation to the Board at each renewal for a specific carrier and plan design. The Board will either affirm or reject the Committee's recommendation. If the recommendation is rejected, the recommendation will be

sent back to the Committee with rationale as to why the recommendation was rejected. The Committee will then again examine the rationale and either make a different recommendation to the Board or affirm the first one. If the Board cannot affirm this recommendation, or in a case whereupon the committee cannot come to a resolution, the Board may select the carrier and plan design.

- D. The Committee shall meet at times mutually agreed upon by the majority of the Committee members. The Committee will have an equal voice in any changes in the total insurance package.

Insurance Contributions;

OESPA contribution changes covered by this contract will be effective when the district renews its annual premium. Board contributions for single and family coverage will be effective when the district renews its annual premium.

- 14.3 Board contributions for single and family coverage (“Base Board Contribution”) will be effective at the start of each school year or July 1.

The Board will pay the following percentage of insurance premium for the duration of the contract:

<u>Classification</u>	<u>Board Premium Percentage</u>
a. Employee plus spouse	62%
b. Employee plus child	62%
c. Family	62%

- 14.4 OESPA Insurance Contributions:

Individual coverage –

Beginning the OESPA employee shall contribute 7.5% of the individual premium.

Family coverage –

Family coverage: the OESPA employee shall contribute the following percentage of the insurance premium:

<u>Classification</u>	<u>OESPA Premium Percentage</u>
a. Employee plus spouse	38%
b. Employee plus child	38%
c. Family	38%

ARTICLE XV

HOURS OF WORK

- 15.1 Work Week. The basic workweek is from 12:01 A.M. Sunday through 12:00 midnight Saturday.
- 15.2 Work Day: The basic workday begins at 12:01 a.m. on each calendar day and ends at 12:00 midnight. However, educational support employees whose normal workday extends from one calendar day into another shall be considered as working on the calendar day on which they start to work. All District #220 support staff employees who work 7 hours or more per day shall have one fifteen (15) minute break, for personal matters, for each half of their shift. Support staff that work less than 7 hours, but more than 3.5 hours shall have one fifteen (15) minute break. Breaks shall not be scheduled by the employer for the end of the day. Employees who work more than 5 hours a day will be given a duty free, uninterrupted, unpaid lunch period of not less than 30 minutes
- 15.3 Summer Hours – The district may, at its discretion, move from a five (5) day work week to a four (4) day work week during the summer recess period. Employees will be guaranteed the same total number of hours worked per five (5) day work week during the four (4) day work week.

Example: Employee A

Regular work week: 5 days a week, 8 hours a day or $5 \times 8 = 40$ hours per week.

Summer work week: 4 days a week, 10 hours a day or $4 \times 10 = 40$ hours per week.

During the four (4) day work week all leave (sick, vacation, and personal) time will be calculated as 1.25 leave days.

Example: Employee A

During a regular work week: 5 days a week, 8 hours a day or $5 \times 8 = 40$ hours per week.

a. One (1) eight (8) hour day = One (1) leave day

Summer work week: 4 days a week, 10 hours a day or $4 \times 10 = 40$ hours per week.

b. One (1) ten (10) hour day = One and a Quarter (1.25) leave days

- 15.4 Overtime Pay. All educational support employees covered by this Agreement shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a work week. It is specifically understood by the parties that this overtime pay provision shall not apply to any unauthorized hours of work. Overtime must be authorized (initialing the time sheet) by the Superintendent or his/her designee. Further, paid time off for sick leave, holidays, vacations, or other paid leaves shall not be counted as time worked in computing the

forty (40) hours per week requirement. Such employees who are asked to work on holidays (as defined in this contract) or during the employee's regularly scheduled vacation time will be paid for such time at one and one-half (1 1/2) times their regular straight time hourly rate of pay for such hours worked.

Callback Work

All callback work will be compensated at the normal hourly rate (subject to overtime rules) and a two (2) hour minimum show-up time will be guaranteed.

Overtime Scheduling

Overtime will be offered to each eligible bargaining unit member in rotation in that building based on seniority. (Example- a custodian can't do overtime for a cook because of a different job classification).

- 15.5 Comp Time - Any employee working beyond the regularly scheduled day shall receive pay for the hours worked. Any Hours worked beyond 40 hours per week shall be recorded as overtime, 1 hour of work = 1.5 hours of comp time. A supervisor or principal shall approve all hours worked beyond the regular hours and when the time can be taken. Those employees selecting comp time shall keep a record of all hours worked. All comp time shall be used no later than the last day of the school year.
- 15.6 Aides in Temporary Certified Positions
- A. Stipend - Any certified teacher aide with a teacher or sub certification, who is asked to instruct rather than supervise a class, and is engaged in active instruction for more than one hour, will be paid the total time worked at two dollars (\$2.00) per hour over their current wage.
- B. Long Term Substitutes – A bargaining unit employee who agrees to fill a long term substitute teaching position will remain a member of the bargaining unit and maintain full rights and benefits including but not limited to, seniority, sick leave, personal leave, holiday pay, and insurance benefits. The bargaining unit position will be filled with a substitute and the bargaining unit employee will return to a bargaining unit position for which he or she is qualified. During the time the employee is acting in the capacity of long term substitute the employee may use accumulated paid leave to be compensated at the hourly rate of pay received as a bargaining unit employee.
- 15.7 Dates to Begin and End Work –
- A. All support employees that are employed for the school year will begin work on the first day as defined by the district calendar. They will attend any opening day workshops, or be assigned to set up their workspaces. They will be paid their hourly rate not to exceed their normal daily pay. The year will end on the last

day of school according to the district calendar. Their ending workday will be adjusted from the 1st day of school according to how many days they work.

- B. If food service is not provided in one or more buildings employees will work in their assigned buildings and another building per the direction of their direct supervisor if the director determines a need.

15.8 Bus Drivers.

- A. Regular Route –Drivers and Bus Aides will be paid no less than 1 1/2 hours per route.

- B. Show Up Pay

All bus drivers who present themselves ready to drive an assigned trip or a regular route will be credited a minimum of two (2) hours pay, or actual regular route time, whichever is less, even if the trip is canceled at the last minute.

- C. Trip assignments that run twice.

Drivers who are assigned trips that require a double run to the destination and back shall be paid a minimum of four (4) hours. The transportation supervisor has the prerogative to extend the assigned "drop and go" driver's regular route to cover short "drop and go" trips. "Drop and go" trips are daytime field trips within the school day. For the purpose of this section only a short "drop and go" will be defined as trips to Byron Forest Preserve, Lutheran Outdoor Ministry Camp and Moose Heart Camp or other trips similar in distance.

- D. Trip Assignment Procedures.

1. Trip assignments - Trips shall first be offered to the driver having the greatest seniority. If all drivers refuse a trip, a substitute driver may be assigned. Should no substitute be available, the least senior driver may then be required by the Employer to take the trip. All trips shall be assigned one (1) week in advance when possible. If no driver or sub driver is available, a district employee may be assigned the trip. In cases of trips with small groups or short trips someone other than a certified bus driver may drive one van. If the trip requires more than one van a driver and bus shall be used.
2. Trip Scheduling - Trips will be offered by the use of a "Trip Rotation Chart" and will be offered to each Bargaining Unit Member in rotation based on seniority. Extra trip time that is refused by a Bargaining Unit Member will be marked in red on the extra trip time chart for the purpose of balancing the extra trip time. Drivers may trade a trip with another driver provided they notify the supervisor with the exception of overnight trips, which will be assigned using the "Trip Rotation Chart".

3. Balancing Assignments - Trip assignments will be shared as equally as possible. Hours will be totaled quarterly and priority over the seniority rotation will be given to allow adjustments.

E. Bus Drivers/Hours

1. Bus drivers shall begin work twenty (20) minutes before the beginning of each bus route and extra trip run. This twenty (20) minutes shall count as part of their work day, and shall be utilized for the purpose of fueling, sweeping, washing windows of the bus, checking oil, doing paperwork and any other matters that need the driver's attention. Their morning and afternoon shifts will be completed when the runs are completed.

If the total time for both runs and breaks exceed forty (40) hours, they shall be paid overtime. Extra trip time shall be on a voluntary basis and assigned on the regular seniority rotation. Both travel and sitting time shall be paid and counted.

2. The Employer shall pay for the C.D.L. for all employees.
3. The Employer shall pay up to \$120.00 annually for physical exams and lab tests required of drivers.
4. Trip Rate Language- For the duration of the agreement, the extra - trip rate for bus drivers employed will be:

Trip Rate Increase

Years of Service prior to 2018-2019	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
0-9	\$ 0.50	\$ 0.50	\$ 0.25	\$ 0.25	\$ 0.25
10 or more	\$ 0.75	\$ 0.50	\$ 0.25	\$ 0.25	\$ 0.25

For overnight trips, the following procedures will be used;

- Trip time starts when you pre-trip your bus.
- Trip time ends when you put your bus to bed.
- On days when there is no morning driving your start time is 8:00 am.
- On days when there is no driving it is recorded as an 8-hour day.
- If drivers are not provided food tickets by the coaches or food with the team they will be reimbursed for their meals.

- 15.9 Custodian Compensation – Custodians may be offered the opportunity to be a team leader for summer cleaning activities. Team leaders will receive extra compensation above their hourly wage in the amount of \$1.50 per hour during summer crew hours.

15.10 Before and After School Supervision Duties.

Beginning during the 2018-19 school year and expiring at the conclusion of the 2022-23 school year the assignment of elementary school duties related to the supervision of students in the morning before the school day begins, and after students are dismissed at the end of the school day will be completed by the aides.

In the event that there is a disagreement or complaint brought to the administration by an association member regarding duties, the responsibility for assigning of duties will revert back to the building administrator, or designee, for the remainder of this contract.

ARTICLE XVI

HOLIDAYS

16.1 Holidays. All full-time Oregon Educational Support Personnel Association employees shall be given time off with pay when any of the following "Holidays" as designated in the School Code fall during such employee's work year ("commemorative Holidays" are not included):

New Year's Day	Friday before Easter
Thanksgiving Day	Memorial Day
Independence Day	Christmas Day
Labor Day	

All other employees would receive the Thanksgiving Day

16.2 Holiday Eligibility Requirement. In order to be eligible for holiday pay, employees must work their last regularly scheduled work day prior to and the first work day immediately following the holiday, unless they are excused in writing by the Superintendent or his or her designee from compliance with this requirement. Excuses shall be granted for the failure to work either the day before and/or the day after a holiday because of sick leave, or other approved leave with pay.

16.3 All Secretaries and Secretarial Aides who are scheduled to work 210 days shall be given time off with pay when any of the following "Holidays" as designated in the School

Code fall during such employee's work year: Labor Day, Memorial Day, Friday before Easter, and Thanksgiving.

ARTICLE XVII

VACATIONS

- 17.1 Full-time 12 month Oregon Educational Support Personnel Association employees covered by this agreement shall be granted paid vacation time in accordance with the following schedule:

<u>Years of Continuous Employment</u>	<u>Number of Vacation Days</u>
After 1 year	10
After 3 years	11
After 4 years	12
After 5 years	13
After 6 years	14
After 7 years	15
After 15 years	20

- 17.2 All full-time 12-month Oregon Educational Support Personnel Association employees must work (excluding sick days, leaves, holidays and all other absences) at least 1600 hours in any given District fiscal year (including the first year) to qualify for any paid vacation for that year. Employees who have worked less than 1600 hours but have worked 1400 hours or more shall receive 80% of the number of vacation days set out above; if they have worked 1200 hours but less than 1400 hours, they shall receive 60% of the number of days set out above. For vacation purposes only, the year shall be computed from the date of last hire, providing that such 1600 hours (or 1400 hours or 1200 hours as set out above) must be accumulated only during the District's fiscal year and therefore must be completed by June 30th. Any employee with unused vacation time on June 30, with approval of the Director of Custodians or Superintendent, will have up until the first day of student attendance to use the unused vacation time.
- 17.3 In determining "years of continuous employment" for vacation days determination purposes only, each educational support employee must work a minimum of 1600 hours during each District fiscal year from the date of last hire, for such year to constitute a "year of continuous employment". For such determination only, the 1600 hours may include sick leave taken and paid holiday hours accumulated during that year.
- 17.4 The rate of vacation pay shall be the educational support employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation

is being taken.

- 17.5 Vacation time for all Oregon Educational Support Personnel Association employees shall normally be taken on non-student attendance days and shall be non-accumulative. Vacation schedules shall be determined by the supervisor responsible for the respective programs in consultation with the involved employee in order to assure no conflict with operation . **The supervisor shall use seniority to grant approval of vacation if two custodians in the same building request the same dates for vacation.**
- 17.6 The first year of employment only, any full-time 12-month Oregon Educational Support Personnel Association employees who works (excluding sick days, leaves, holidays and all other absences) at least 1200 hours, but less than 1600 hours, will qualify for 3 vacation days, which vacation days shall be subject to the terms and conditions contained in this Article.

ARTICLE XVIII

SALARY SCHEDULES

- 18.1 **All present Oregon Educational Support Personnel Association employees will be paid per addendum 1 for the life of the contract.**
- 18.2 If an Oregon Educational Support Personnel Association employee worked in a lesser paid position moves into a higher paid position, that employee shall be given a starting rate of pay that reflects his/her current rate of pay, or the start rate of the higher paid position whichever is more.
- 18.3 When available All Oregon Educational Support Personnel Association employees will have the option of having their paychecks direct deposited at the bank of their choice.
- 18.4 Oregon Educational Support Personnel Association employees will have the option to choose annually **24** pay periods per year or hourly pay based on the previous payroll period.
- 18.5 Custodians and maintenance personnel shall be provided **4 work shirts and one hoodie/sweatshirt in the 2018-2019 school year. Each year, existing custodians, will be offered the opportunity to receive additional shirts and one hoodie/sweatshirt. New custodians will receive 4 work shirts and one hoodie/sweatshirt during their first year of**

- work.** These shirts will be worn on workdays. Cleaning of shirts is the responsibility of the custodian. A shoe reimbursement of up to \$75.00 per year shall be paid to all custodial and maintenance personnel. Receipt of shoe purchase must be turned into the Central office and a separate check shall be paid to the employee. The reimbursement shall not be added into the employee's regular pay check.
- 18.6 Food service personnel shall be provided 5 aprons per year. This apparel will be worn on workdays. Laundering of aprons and pot holders is the responsibility of the District. **A shoe reimbursement of up to \$50.00 per year shall be paid to all food service personnel. Receipt of shoe purchase must be turned into the Central office and a separate check shall be paid to the employee. The reimbursement shall not be added into the employee's regular pay check.**
- 18.7 A one-time sum of \$150 for each year of service shall be paid to any Oregon Educational Support Personnel Association employees who retire with a minimum of 20 years of service to the District and with a minimum of 6 months advanced notice of the anticipated retirement date.
- 18.8 The Association and the Administration would request that the Board pass a resolution that offers an early retirement option in the period of time that benefits the district and the employees. A retiring Oregon Educational Support Personnel Association employee, who qualifies and meets the conditions of 18.7 above, would have the option of taking advantage of 18.7 or 18.8, but not both.
- 18.9 Alternative Retirement: The Board may offer alternative retirement incentive programs to staff members. Such retirement incentives shall be negotiated on an individual basis with the retiring staff member and a representative of the OESPA. Such retirement agreements will be individually created to the mutual benefit of the Board and the retiring staff member, shall be agreeable to all parties present, shall not constitute precedent for any other such agreement, and shall not be grievable or subject to arbitration.
- 18.10 All Oregon Educational Support Personnel Association employees who reach the 14th year of employment shall receive a \$100 longevity stipend and at the 20th year the educational support employees shall receive a \$250 longevity stipend during the school year in which he/she reaches the said years of experience. The longevity stipend shall be paid annually and be non-accumulative. (Example: \$100 each year for years 14-19 and \$250 each year for year 20 and beyond). Said increments shall be paid in equal installments over the term of the wage payment option selected by the employee.
- 18.11 Wellness Clause: If an employee has perfect attendance, defined as no use of sick or docked days, and within the limit of all other contractual leave days, the employee will

receive a one-time payment of \$75.00 as wellness benefit per school year.

ARTICLE XIX

LEAVES

- 19.1 Sick Leave. At the beginning of each year the Board shall grant regular Oregon Educational Support Personnel Association employees who work the 9 month school year 10 sick leave days at full pay in each school year; regular Oregon Educational Support Personnel Association employees who work a 12 month year shall receive 12 sick leave days at full pay; If any Oregon Educational Support Personnel Association employee does not use the full amount of the annual sick leave thus allowed, the unused amount shall accumulate to a maximum available leave of 240 days at full pay, including the leave of a current year. The Board shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit. Oregon Educational Support Personnel Association employees hired after the beginning of the year who are contracted to work 600 hours during the remainder of the year will be granted full sick leave. Those hired after the beginning of the year who are contracted to work less than 600 hours shall have their sick days pro-rated for that school year.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. After an absence of 3 days, the Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, a certificate of that spiritual advisor or practitioner of that person's faith for such illness or death

- 19.2 Worker's Compensation. If any Oregon Educational Support Personnel Association employee suffers from work related illness or injury on duty with the District, the employee is entitled to recover medical payments and loss of salary as provided by the Worker's Compensation Law. In such case, due to a time delay in receiving Worker's Compensation benefit payments which comprise 66 2/3% of average weekly wages,) the District will pay sick leave benefits to (a) provide continual daily wages, and (b) support 100% of the employee's normal daily wage, if the employee has accumulated sick leave. In such event, the employee shall be charged one-third of a sick day to supplement the Worker's Compensation benefits of two-thirds of the average weekly wages, in the event an entire day is advanced, the employee shall be charged at the rate of a full day's sick pay when the employee is absent from work due to work related illness or injury, the employee is entitled to draw full daily wages equal to but not more than earned under regular working conditions. Subsequent payments received by the employee for

disability payments provided under Worker's Compensation Law shall be remitted to the District to reimburse the District for the amounts paid by the District for which Worker's Compensation payments are eventually paid to the employee. This procedure shall be followed as long as the employee is absent from work because of work related illness or injury and the employee's accumulated sick leave are sufficient to support such payments. If the employee's accumulated sick leave becomes depleted, only the benefits as provided by the Worker's Compensation law shall be provided the employee. Should the employee's sick leave benefits be paid in part or entirely by the district and the employee subsequently receives temporary or permanent disability pay from the District's insurance company pursuant to the Worker's Compensation Law, the employee shall remit payment over to the District to reimburse the District for sick leave benefits received for the respective period of time. The employee may restore his or her accumulated sick leave previously charged upon repayment to the district of all such sick leave advanced.

- 19.3 Personal Leave. The Board shall allow each educational support employee two personal leave days each District fiscal year. Written request must be made to the immediate supervisor two days in advance if feasible. Unused personal leave days will accumulate to a total of four (4) days. Employees may use no more than two personal days consecutively without prior approval of the superintendent. Unused personal days which do not accumulate shall be credited to the educational support employees' accumulated sick leave days.
- 19.4 Jury Duty. The School District will pay full salary for days of jury duty, and the employee will remit all remuneration for duty except mileage to the School District. Employees shall notify the Superintendent or his designee immediately upon their being informed of their call to jury duty.
- 19.5 Unpaid Leaves of Absence.

Non-probationary Oregon Educational Support Personnel Association employees may be eligible for unpaid leaves of absence for any of the following reasons, subject to the general conditions for leave hereinafter provided and any other specific conditions which may apply as set forth in subparagraphs A through I below:

- A. Maternity/Child-Rearing Leave. Any full-time, non-probationary employee may be entitled to maternity/child rearing leave without pay or other benefits subject to the general conditions of 2 below. The employee and the Superintendent or designee shall determine the effective dates of the leave. An employee not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of medical disability related to her pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, she may be granted a leave of absence without pay or other benefits during such period of disability subject to

Section B below.

- B. Disability Leave. Any full-time, non-probationary employee who is temporarily disabled and has exhausted all available sick leave may apply for a disability leave without pay or other benefits (except as eligible under a retirement system) subject to the general conditions of Section 2 below. Such leave shall be for the period of temporary disability only. For the purposes of this Section, any absence because of disability or incapacity for less than ninety (90) consecutive work days, or for less than 90 out of 120 work days, from the same illness or incapacity shall be deemed a temporary disability. Thereafter such absence shall be deemed a permanent disability.
 - C. General Leave. Any full-time, non-probationary employee may request a leave without pay and other benefits for such other purposes deemed appropriate and beneficial to the District as determined by the Board, subject to the general conditions of Section 19.6.
- 19.6 General Conditions for Leave of Absence- Unless otherwise set forth herein, any leave of absence granted by the Board for the reasons stated in Section 1 above is subject to the following general terms and conditions.
- A. Time Lines for Requesting Leaves. Application for an unpaid leave shall be made in writing to the Superintendent or designee at least sixty (60) calendar days prior to the proposed start of the leave. An emergency request or an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave and the basis for the emergency.
 - B. Medical Substantiation. Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating medical disability. Evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted at least thirty (30) calendar days prior to the return of any employee on an unpaid leave for personal medical reasons. The District may require examination by a physician or other medical practitioner of its choosing, at Board expense. If a question exists concerning fitness to perform all assigned duties the employee may choose to seek a third opinion at the employee's expense.
 - C. Structuring of Leave. After consultation with the Superintendent or designee the employee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into

- consideration maintenance of continuity and quality of the related District programs or needs of the District as a primary criteria, duration of the leave requested, availability of qualified substitutes and other pertinent factors related to the request. Such leaves shall commence upon 1) the date agreed upon by the Superintendent or designee and the employee; 2) in cases of anticipated disability, no later than 30 (thirty) calendar days prior to the anticipated date of disability; or 3) the actual date of disability; whichever shall first occur.
- D. Sick Leave. Sick leave shall not be applicable during the period of any leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in the District.
 - E. Insurance Benefits. With the consent of the carrier, an employee on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums that may be due, to the business office.
 - F. Early Return from Leave. An employee on an approved leave of absence may request in writing to return from leave if the reasons for the leave no longer exist, subject to the discretion of the Superintendent or his designee.
 - G. Board Discretion. Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate except the following: requests for maternity leaves and personal medical disability leave for up to one year shall be granted upon medical substantiation provided in paragraph B and subject to the other General Conditions of Leave. The granting or denying of any unpaid leave or extension thereof, except for maternity leaves and disability leaves for up to one year as provided herein, shall not be precedential with respect to any other request for leave by an employee and the Board's decision shall not be subject to the grievance process.
 - H. Eligibility for Further Leaves. Anything in this section to the contrary notwithstanding, an employee who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such employee has returned to full-time service for at least one (1) complete year, provided only under exceptional circumstances the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect and shall not be subject to the grievance process.

- I. Benefits During Leave. Neither advancement on the salary schedule nor seniority shall accrue during leaves of absence in excess of thirty (30) days. An employee granted a leave of absence may return and be assigned to the same position that was held at the time the employee commenced the leave, for up to 30 days. An employee granted a leave longer than 30 days may return and be assigned to the same position upon return to work if that position is still vacant and still in existence, but the District shall not be under any obligation to hold the position for the employee longer than 30 days.
- J. Family and Medical Leave Act- Family and medical leave may be available as provided in the District's Family and Medical Leave Act policy. The District will work with Employees individually to develop an appropriate payroll schedule during the leave period.

19.7 Sick Leave Bank

- A. The sick leave bank shall be established by a one-time contribution from the Board of Education equal to the number of days contributed by the participating educational support employees. Sick leave bank days shall accumulate from year to year. During the 2018-2019 school year the board will make a one-time contribution of twenty-five (25) days to the sick leave bank.
- B. Any participating Oregon Educational Support Personnel Association employee who has exhausted his/her accumulated paid sick, personal, vacation, and all other paid leave and has used at least five (5) consecutive days of unpaid leave for a personal illness shall be eligible to draw upon this bank for such additional leave as may be needed to a maximum of thirty (30) school days per school year following one (1) year of participation in the sick leave bank. When the bank falls below fifty (50) days the participants in the bank shall be assessed 1-day of sick leave. Sick leave bank days will be allotted on the basis of first come, first served.
- C. If an Oregon Educational Support Personnel Association person is disabled and commences to draw benefits under IMRF, he/she will cease to draw benefits from the sick leave bank.
All eligible Oregon Educational Support Personnel Association personnel must declare intent to contribute within (15) fifteen calendar days of hire.
- D. Sick Bank In/Out procedures:
IN: All eligible Oregon Educational Support Personnel Association personnel must declare intent to contribute two (2) days with thirty (30) calendar days of hire. (See article 7.10. The Association is to be notified on the first payroll of any new OESPA

hire.) Then annually, eligible support staff members may declare their intent to contribute two (2) days within five (5) days after the beginning of each school year.

When the Oregon Educational Support Personnel Association person declares his/her intent to contribute he/she shall be considered a member of the sick leave bank. When an employee leaves the District, the sick leave days that the employee contributed to the bank shall remain in the bank for use. In addition, an employee leaving the District may contribute up to 25 days of their remaining accumulated sick leave to the sick leave bank.

- E. Days drawn from the sick bank may be used only for personal illness of the bargaining unit employee. All sick leave bank days not used by the employee will be returned to the bank upon the employees return to work.
- F. A committee shall be established to act as the governing body for the administration of the sick leave bank. Its powers shall include:
 - 1. Approval or denial of use of sick leave bank days.
 - 2. Setting rules for additional contributions of days by Oregon Educational Support Personnel Association persons to the bank
 - 3. Setting criteria to define what an Oregon Educational Support Personnel Association person must do to be a participant in the sick leave bank as that term is used in paragraph (b) above.
The committee shall consist of two (2) Oregon Educational Support Personnel Association people and two (2) administrators named by the Board. The committee shall develop rules of procedure for administration of the sick leave bank.

- 19.8 In the event the Association desires to send a representative to local, state, or national conferences or other business pertinent to Association affairs, a representative shall be excused without loss of salary or personal days, for a collective total of three (3) days.

ARTICLE XX

NEGOTIATIONS PROCEDURES

- 20.1 This Agreement shall be effective as of ratification by both parties, and shall remain in full force and effect until the last day of June 2023, and shall be

automatically renewed from year to year thereafter unless either party shall provide the other party with a written demand for negotiations for a new contract. The Board and the Association shall commence bargaining within thirty days from the demand to bargain; however, in no event shall negotiations commence earlier than February 1 unless the parties otherwise mutually agree providing demand is made as provided hereunder.

- 20.2 During such negotiations, after expiration of the contract, all articles governing salary and fringe benefits for the previous year shall remain in effect until new terms are mutually agreed upon or until either side has declared impasse. It is understood however, that there shall be no experience or other movement from each employee's schedule placement or increase in fringe benefits or fringe benefit costs until the new agreement is reached.

ARTICLE XXI

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement

- 21.2 This Agreement may only be amended during its term by the mutual agreement of both parties in writing.
- 21.2 This Agreement contains the entire agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement, stipulation or provision made prior to the execution hereof and not set forth herein.
- 21.4 This Agreement terminates and cancels all collective bargaining agreements made between the parties hereto prior to the date of execution hereof. This Agreement is entered into and executed this **July 1, 2018** and continues through June **2023**.
- 21.5 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional, illegal, void or otherwise unenforceable, all other provisions of the Agreement shall remain in full force for the duration of this

Agreement.

OREGON ASSOCIATION OF
EDUCATIONAL SUPPORT PERSONNEL

OREGON COMMUNITY UNIT SCHOOL
DISTRICT NO. 220

By _____
OESPA, IEA/NEA President

By _____
Board President

By _____
OESPA, IEA/NEA Chair

By _____
OESPA, IEA/NEA Negotiator

By _____
OESPA, IEA/NEA Negotiator

By _____
OESPA, IEA/NEA Negotiator

By _____
OESPA, IEA/NEA Negotiator

By _____
OESPA, IEA/NEA Negotiator

By _____
OESPA, IEA/NEA Negotiator

APPENDIX 1 - STARTING WAGES
 Oregon Community Unit School District # 220
 Educational Support Staff Entry Level Rates

Classification	2018-2023
Secretaries	\$ 10.50
Certified Aides: Special Ed., ESL, Early Childhood, Pre-K, Instructional, Lib. Aide	\$ 10.50
Bus Aides	\$ 10.50
Transportation: Bus Driver	\$ 16.00
Transportation: Lead Driver	\$ Hourly Rate 1.00
All Other Aides: Lib. Aide (non-cert), Health Aide, Lunch Aide, Playground Aide, Secretary Aide	\$ 10.50
Cooks: Food Service Worker	\$ 10.00
Kitchen Supervisor	\$ Hourly Rate + 1.00
Asst. Head Cook	\$ 12.00
Custodians	\$ 10.50
Maintenance	\$ 18.00
Nurse: LPN	\$ 17.00
Nurse: RN	\$ 20.00
Tech. Support	\$ 17.00

Bus Driver Training - a driver who provides bus driver training for bus driver candidates shall be paid at the bus driver starting rate.

Lead Driver – If a current employee is hired as a lead driver, the employee’s pay will be increased \$1.00 per hour on route pay (not trip pay) for as long as the employee remains in the lead driver position. If the employee returns to a classification other than lead driver the \$1.00 increase in the hourly wage would be removed.

Kitchen Supervisors - If a current employee is hired as a kitchen supervisor, the employee’s pay will be increased \$1.00 per hour for as long as the employee remains in the Kitchen Supervisor position. If the employee returns to a classification other than Kitchen Supervisor the \$1.00 increase in the hourly wage would be removed.

All new Oregon Educational Support Personnel Association employees, hired prior to February 1, will be paid the hourly rate stated for their classification. Employees hired on or after February 1 of the school year will not be eligible for an hourly wage increase in their second school year for which they are employed.

All current employees will be granted the following hourly increase for the life of the contract.

Hourly Increase

Years of Service prior to 2018-2019	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
0-3	\$ 0.50	Freeze	\$ 0.25	\$ 0.25	\$ 0.25
4-5	\$ 0.50	\$ 0.50	\$ 0.25	\$ 0.25	\$ 0.25
6-10	\$ 0.75	\$ 0.50	\$ 0.25	\$ 0.25	\$ 0.25
10-15	\$ 1.00	\$ 0.50	\$ 0.25	\$ 0.25	\$ 0.25
16 or more	\$ 1.25	\$ 0.50	\$ 0.25	\$ 0.25	\$ 0.25

If legislative action is taken with minimum wage, the district will comply with statutory requirements. Where adjustments to minimum wage are required, raises will be applied prior to the adjustments to minimum wage, not post.