

Klamath Falls City Schools
and
Klamath Falls Classified Personnel

2015-2018
Contract Agreement

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION 1

ARTICLE 2 – PAID HOLIDAYS 2

ARTICLE 3 – VACATIONS 3

ARTICLE 4 – MEDICAL, DENTAL VISION CARE 4

ARTICLE 5 – SICK LEAVE 6

ARTICLE 6 – BEREAVEMENT LEAVE 7

ARTICLE 7– PERSONAL LEAVE DAYS 8

ARTICLE 8 – OVERTIME 9

ARTICLE 9 – COMP TIME 10

ARTICLE 10 – WORKING HOURS 11

ARTICLE 11 – SENIORITY/JOB VACANCIES 12

ARTICLE 12 – CHANGING OF JOBS 13

ARTICLE 13 – ACCIDENT-FREE BONUS DAYS 14

ARTICLE 14 – CLOTHING 15

ARTICLE 15 – PERS DISTRICT PICKUP 16

ARTICLE 16 – REDUCTION IN FORCE 17

ARTICLE 17 – EMPLOYEE RIGHTS 19

ARTICLE 18 – ASSOCIATION RIGHTS & PRIVILEGES 20

ARTICLE 19 – PUBLIC COMPLAINTS 22

ARTICLE 20 – GRIEVANCE PROCEDURES 23

ARTICLE 21 – SUBCONTRACTING 26

ARTICLE 22 – VACANCIES 27

ARTICLE 23 – EFFECTIVE OF AGREEMENT 28

ARTICLE 24 – LEAVE WITHOUT PAY 29

ARTICLE 25 – DUES & FAIR SHARE 30

ARTICLE 26 – COMPENSATION 31

ARTICLE 27 – FUNDING 33

ARTICLE 28 – LABOR-MANAGEMENT MEETINGS 34

ARTICLE 29 – DURATION OF AGREEMENT 35

APPENDIX A – CLASSIFIED SALARY SCHEDULE 36

APPENDIX B – CLASSIFIED SALARY SCHEDULE 2015-2016 37

APPENDIX C – CLASSIFIED SALARY SCHEDULE 2016-2017 38

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Classified Personnel of Klamath Falls (CPOKF), affiliated with the Oregon School Employees Association as OSEA Chapter #147 hereinafter called the Association, as the exclusive bargaining representative on wages, hours, and conditions of employment for all regular full-time and regular part-time classified staff employed by the District, in the following classifications:

Electrician
Carpenter
Maintenance I
Maintenance II
Mechanic
Delivery/Warehouse/Maintenance
Head Custodians
Custodians

Supervisors, substitutes and temporary employees are specifically excluded from the bargaining unit.

- B. The Association recognizes the Board of Klamath Falls City Schools as the duly elected and constituted representative of the people and the education interests of the District.
- C. The Association recognizes the Superintendent as the chief administrative officer of the Board.
- D. Questions of unit determination and/or clarification shall be resolved through negotiations. If the parties are unable to reach agreement, such disputes shall be referred to the Employment Relations Board.

ARTICLE 2

PAID HOLIDAYS

A. Paid holidays for 260 day employees shall be:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
July 4 th	Labor Day
Veterans Day	Thanksgiving Day
Christmas Eve	The day after Thanksgiving
Christmas Day	

Employees required to work on such holidays shall receive the regular pay plus time and one-half for such hours worked on the holiday or as provided by *ORS 294.305, 294.520* after July 1, 1964. Friday after Thanksgiving is a day off with pay, the employee must work the last regularly scheduled shift before and the first regularly scheduled shift following the holiday unless excused by his/her supervisor.

B. Paid holidays for less than 260 day employees shall be:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Labor Day (if working day before)	Veterans Day
Thanksgiving Day	Christmas Eve
The day after Thanksgiving	Christmas Day

Employees required to work on such holidays shall receive the regular pay plus time and one-half for such hours worked on the holiday or as provided by *ORS 294.305, 294.520* after July 1, 1964. Friday after Thanksgiving is a day off with pay, the employee must work the last regularly scheduled shift before and the first regularly scheduled shift following the holiday unless excused by his/her supervisor.

C. CHRISTMAS EVE AS A PAID HOLIDAY: When Christmas is on a Tuesday, Wednesday, Thursday, or Friday, all day the preceding day shall be off with pay as Christmas Eve. When Christmas is on Saturday all day off the preceding Thursday with pay as Christmas Eve, Friday off with pay as Christmas. When Christmas is on Sunday or Monday, all day Monday and the following Tuesday off with pay.

D. New Year's Day, if it falls on a Saturday or Sunday, will be paid holiday on the following Monday.

E. In the event that the Oregon State Legislature declares other state Holidays, after this ratification date, to be legal Holidays in our state, and these holidays are not regular teacher-student workdays, such days would become paid holidays.

ARTICLE 3

VACATIONS

- A. If an employee has worked for the District more than twelve (12) calendar months, vacation accumulated upon resignation would be prorated for that year on the basis of time worked as of July 1st of that year.

A twelve-month employee employed continually from October 1st to June 30th will receive one (1) year's credit for vacation purposes. An employee hired after October 1st will receive vacation prorated for that year on the basis of time worked. An employee hired after October 1st will not receive credit for a year worked for vacation purposes.

- B. Less than 12 month employees = none

1-5 years worked	= 10 days
6-11 years worked	= 15 days
12-19 years worked	= 20 days
20+ years worked	= 1 additional day per year, maximum 30 days

Members of CPOKF may carry over five days of vacation time a year.

Vacation will be taken between July 1st and June 30th each year with the approval of the immediate supervisor and/or principal and Superintendent. Substitutes are not provided for vacation days.

Substitutes will be provided for each Head Custodians at:

Conger Elementary School	Mills Elementary School
Pelican Elementary School	Roosevelt Elementary School
Ponderosa Middle School	Klamath Union High School

For ten (10) days per school of vacation time taken while students are in school. All other custodians at all District schools will each have substitutes provided for five (5) days of vacation time taken while students are in school.

Exceptions will be granted on an individual basis with the approval of the immediate supervisor and/or Principal and Superintendent.

ARTICLE 4

MEDICAL, DENTAL, VISION CARE

The insurance plan to be paid by the District shall be the plan adopted by the school District for the contract period. Employees' medical benefits shall be as follows:

Less than four (4) hours	= no benefits
4 – 5.5 hours	= 55% of the premium paid by District
6 – 7.75 hours	= 80% of the premium paid by District
8 hours	= 100% of the premium paid by District

The District will establish a District Health Insurance Committee. This committee will be under the direction of the Superintendent or his/her designee and will consist of employees representing each union or Association within the District. The number of committee members will be prorated by the number of members in each group (one (1) per every fifty (50) members). The committee will make recommendations for benefit changes by May 1st, of each year and review the insurance contract at least annually.

During each school year, the District and the Association will work with the Insurance Committee to review alternative plans and cost containment options to make every reasonable effort to provide a medical, dental and vision plan at the employee premium rates that do not exceed the previous year's rates.

Effective October 1, 2013 the District shall contribute up to the following amounts toward OEBC premiums:

Full family	\$1,513
Employee & Spouse	\$1,065
Employee & Child	\$ 933
Employee Only	\$ 489

Insurance will be pro-rated based on each employee's full-time equivalency.

Effective October 1, 2015 the District shall contribute up to the following amounts toward OEBC tiered premiums:

Full family	\$1,636
Employee & Spouse	\$1,152
Employee & Child(ren)	\$1,009
Employee Only	\$ 529

Effective October 1, 2016 the District shall contribute up to the following amounts toward OEBC tiered premiums:

Full family	\$1,718
Employee & Spouse	\$1,210
Employee & Child(ren)	\$1,059
Employee Only	\$ 559

The District and the Association agree to reopen Article 4, Medical, Dental, and Vision Care in March, 2017 in order to negotiate new tiered rate contributions for the 2017-2018 insurance plan year.

It is understood and agreed that any employees eligible for insurance coverage under any state offered health plans that do not meet the requirements for eligibility under this contract will not receive any District contribution. Furthermore, by enrolling in any of the plans he/she agrees to a payroll deduction for the full premiums of selected plans including any administration fees.

There will be no “unused employer contribution” to be used toward other coverages and no funds will be paid as cash. The District and the Union agree premiums shall include any administrative fees. Any administrative costs assessed by OEBC shall be considered to be part of premium costs for the insurance program and are subject to the same contribution limitations stated above. The District will not be responsible for any costs associated with the insurance program beyond the negotiated contribution.

Subject to state law and the rules and regulations of the insurance carrier, bargaining unit members may waive insurance benefits the employee would otherwise be entitled to in accordance with this Article. Members who waive insurance benefits in a timely manner will not have any employee contribution towards insurance withheld from their paychecks for the duration of the waiver. Employees will not be entitled to any alternative financial compensation in lieu of the District’s premium contributions and the District will have no other obligation to the employee or the bargaining unit as a result of a member’s decision to waive insurance benefits.

The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of carrier-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand, over potential changes in the benefit package or carrier.

ARTICLE 5

SICK LEAVE

- A. One (1) sick leave day per month worked, with unlimited accumulation (twelve (12) days for twelve (12) months, eleven (11) days for eleven (11) months, ten (10) days for all others).
- B. Family Illness: Immediate family members, other than a child of a member (no limitation on children), shall be allowed up to a maximum of five (5) days paid sick leave for illness even if it does not fit the definition of serious health condition. If it fits the definition of serious health condition, members may use all available sick leave.
- C. Sick leave is to be given at the beginning of the year for twelve (12) months employees.
 - 1. Substitutes will be provided for sick leave days.

ARTICLE 6

BEREAVEMENT LEAVE

Three (3) days in town, five (5) days out of town per occurrence. Leave will be granted for death of spouse, mother, father, sister, brother, children, grandchildren, grandparents, brother-in-law, sister-in law of either employee or employee's spouse.

The District shall also comply with the Oregon Family Leave Act (OFLA) regarding bereavement leave. The paid bereavement leave described in the first stanza of *Article 6* shall run concurrently with bereavement leave provided under OFLA.

Additional family members may be included for bereavement. In unusual circumstances additional bereavement leave may be granted on an individual basis, with approval of the immediate supervisor and/or principal and Superintendent.

Substitutes will be provided for bereavement leave.

ARTICLE 7

PERSONAL LEAVE DAYS

Each employee may use two (2) work days per year (non-accumulative), when required, to transact personal, business, or legal matters which cannot be handled at any time other than a school day. No specific reason needs to be given. Employees who work 230 days or more will have access to an additional personal leave day – this will result in an increase in personal leave days from two (2) to three (3). Anticipated absences must always be arranged with the building principal or supervisor in writing at least twenty-four (24) hours in advance. Personal Leave days will not be at a cost to the employee nor will substitutes be provided.

Up to two (2) days' pay at the employee's established rate of pay will be paid to any employee for any personal leave day(s) not used during a contract year. This amount shall be included in the employee's last salary check for the work year.

ARTICLE 8

OVERTIME

Each custodial/maintenance employee will have the option of receiving pay or compensation time off for overtime worked as agreed upon with the supervisor before the overtime work commences. All overtime will be approved in writing.

ARTICLE 9

COMP TIME

Employees may accumulate up to forty (40) hours of compensatory time between July 1st and June 30th. No more than forty (40) hours of compensatory time can be accrued before it must be used. Compensatory time shall be taken in a minimum of one (1) hour time blocks. Compensatory time must be pre-approved by the site or department supervisor prior to working the additional time.

On June 30th, up to forty (40) hours of compensatory time will be paid to the employee unless previous arrangement have been made with the personnel director.

ARTICLE 10

WORKING HOURS

Eight (8) hours in ten and one-half (10 ½) consecutive hours shall constitute a day's time and forty (40) hours shall be a week. Time off shall be two (2) consecutive days in seven (7). A single day shall be limited to sixteen (16) hours in any twenty-four (24) hour period. Hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any week shall be compensated at one and one-half (1 ½) times the regular pay of such employment except when working paid holidays, the pay shall be two and one-half (2 ½) times the regular pay of such employment. An employee shall be notified at least seventy-two (72) hours prior to a scheduled shift change except in an emergency. If any employee does not receive seventy-two (72) hours' notice prior to a shift change, they shall be compensated at one and one-half (1 ½) times the regular pay of such employment, for all time worked outside of their normal shift until seventy-two (72) hours from first notice of shift change has passed.

Employees called in from home after hours for an emergency situation shall receive a minimum of two (2) hours show-up time at their regular rate.

District-wide closure for a snow day will be a paid day for CPOKF employees. Work performed on a snow day will be treated as straight time compensation over and above the normal day's wages.

ARTICLE 11

SENIORITY/JOB VACANCIES

All notices of job vacancies will be posted seven calendar days in advance. School District employee signing job posting will be given first consideration for job vacancies. All applicants within the school system will be interviewed.

All District employees passed over for job vacancies will be given an explanation as to why they were passed over upon request.

All job vacancies will be posted. All notices will include job title, description of major job duties, rate of pay and working hours.

ARTICLE 12

CHANGING OF JOBS

- A. After nine (9) months employment, no full-time employee will receive less pay when employed in a different full-time job when such change in assignment is specifically directed by the school District.
- B. District mandated transfers of a custodial/maintenance employee from a position or a building to another position or building will be addressed by the CPOKF committee and input given. Mandated transfers will require the District to give ten (10) days' notice.
- C. A custodian temporarily assigned by the building principal to replace a head custodian due to an absence for sick leave, family illness, or bereavement leave will be entitled to the salary amount of the Head Custodian starting with the third consecutive day of the assignment.

ARTICLE 13

ACCIDENT-FREE BONUS DAYS

Maintenance/Custodial Personnel

Three (3) days of bonus will be awarded all personnel in this category if the following conditions are present:

- A. The employee has been employed continually from October 1st to the end of their work year (or June 30th).
- B. The employee did not file a worker's compensation claim during the year.
- C. If any employee challenges the validity of the accident and the employee's immediate supervisor cannot resolve the challenge, then a committee comprised of the employee, the employee's immediate supervisor, a person of District choice, the custodial committee and the Superintendent will determine the validity of the accident and action to be taken (expect this to be not more than one (1) or two (2) times a year).
- D. The employee would then be eligible for three (3) days of vacation at the end of the work year or June 30th as per arrangements with the supervisor. Up to three (3) days' pay at the employee's established rate of pay will be paid for accident-free bonus days not used during the contract year. This amount shall be included in the employee's last salary check for the work year.
- E. Substitutes are not provided for bonus days.
- F. Bonus days are non-accumulative.

ARTICLE 14

CLOTHING

- A. **Clothing Reimbursement**: For members working four (4) hours per day or more, a clothing reimbursement will be provided of up to \$ \$100.00, upon submission of receipts, to be paid in separate check, at or near the end of the school year, to reimburse members for clothing and footwear or other work-related apparel including, but not limited to; non-slip shoes, boots, jeans, coveralls, shirts, or jackets. The member must have been employed for the previous six (6) months.

- B. **Tool Reimbursement**: For full time mechanics, a tool reimbursement will be provided of up to \$500.00, upon submission of receipts, to be paid in separate check, at or near the end of the school year, to reimburse members for tools and other equipment. Member must have been employed for the previous six (6) months.

ARTICLE 15

PERS DISTRICT PICKUP

The school District will continue, through the life of this contract, to pay both the District's share of retirement benefits and the employee's share of retirement benefits.

ARTICLE 16

REDUCTION IN FORCE

- A. Layoff is a reduction of the entire position held or a reduction in one (1) or more hours per day, or a reduction that causes loss of eligibility for the following benefits: vacation, insurance or PERS. Hours that are added to an employee’s schedule on a limited temporary basis (experimental or short-term) and clearly identified as limited hours may be deleted without becoming a layoff.

If the Board is contemplating a layoff of any employee, it will notify the Association as soon as the need for such a reduction is evident to the District.

The notice will be in writing and will include the specific positions to be affected, the proposed time schedule and reasons for the proposed action.

- B. When an employee is to be laid off within any job classification, he/she shall be given a twenty (20) workday notice.

The categories and classifications are as follows:

Custodial	Maintenance
Head Custodian – High School	Electrician
Head Custodian – Junior High School	Carpenter
Head Custodian – Elementary School	Mechanic
Custodian III	Maintenance II
Custodian II	Maintenance I
Custodian I	Delivery/Maintenance/Warehouse
	Warehouse

- C. Employees shall be laid off within a job classification, according to District seniority except in case of operation needs for special occupational skills (electrician, diesel mechanic, and carpenter). Ties of District seniority shall be broken by lot.
- D. If there are no vacancies in an employee’s classification, an employee scheduled for layoff may, using District seniority, bump the least senior employee in a lower-paid classification within the employee’s same job category for which they are qualified, beginning with the position with the closest number of total hours to the position the employee held prior to the reduction or using District seniority revert to a formally held lower paid position. An employee may elect the option of layoff in lieu of bumping an employee who is in a lower-paid classification within the same job category. Ties of District seniority shall be broken by lot.
- F. No employee shall have their rights waived for recall for refusing to accept a lower-paid classification or the classification held at time of layoff if less than the hours worked previous to layoff. However, if an employee chooses to bump into positions with lesser hours or lower pay, they shall retain all recall rights.
- G. In the event of recall, the District will notify a member of recall by certified mail, return receipt, at the last address given to the District office by the employee. An employee shall have fifteen (15) calendar days from receipt of the letter to notify the District of his/her intent to return and must be able to return within fifteen (15) calendar days of letter of intent. Recall shall be by District seniority.

H. Layoff status shall automatically terminate if any one of the following occurs:

1. An employee is not recalled within twenty-four (24) months from the effective date of such layoff.
2. An employee fails to timely respond to recall, the maximum being fifteen (15) calendar days from the date of receipt of a certified letter sent to the employee.

I. The District will provide employees on layoff with paid single-party medical insurance for a period of three (3) months. This coverage may be continued by the employee after the three (3) month period for an additional fifteen (15) months provided the employee pays the premium. During the initial three (3) month period and throughout the layoff period, the employee may elect to purchase at his/her own expense, group insurance for other family members, in accordance with the restrictions established by the carrier. Employees who accept other employment shall not be eligible for extension of group insurance.

ARTICLE 17

EMPLOYEE RIGHTS

- A. No employee shall be disciplined, reprimanded, reduced in compensation, deprived of equitable treatment, or terminated from employment without due process.
- B. An employee shall be entitled to have present upon request a representative of the Association during any meeting which is related to performance or which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.
- C. Any criticism of any employee by a supervisor shall be made in confidence.
- D. Employees shall have the right to organize, join and assist the Association, and to participate in professional negotiations with the Board through the Association.
- E. Nothing contained herein shall be construed to deny any employee his/her rights under the constitutions and laws of the United States and state of Oregon or under other applicable laws and regulations.

ARTICLE 18

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Information: The District agrees to make available to the Association in response to reasonable requests, readily available public information necessary to their functioning as an exclusive bargaining representative.
- B. Released time for meetings: Whenever any representative of the Association or any employee participates during working hours in the District's negotiation meetings or grievance hearings scheduled by the school Boards or the Boards' representatives, such person shall suffer no loss in pay.
- C. Use of school buildings: The Association and its representatives shall have the right to use school buildings at all reasonable hours after the end of the school day for meetings, scheduling such use with the approval of the building supervisor, provided that such use shall not interrupt or interfere with the normal building operations. Representatives of the Association and its affiliates shall be permitted to discuss matters pertaining to the Associations' business with the District personnel, in the staff room, with the employee when the employee does not have work responsibility provided this does not interrupt or interfere with normal operations as determined by the building supervisor. The representative shall notify the building supervisor's office of his/her presence in the building.
- D. Use of school equipment: The Association shall have the right to use school facilities and equipment, including computers, telephones, fax machines, copy machines, other duplicating equipment, calculating machines, word processors, and all types of audio-visual equipment at reasonable times, scheduling such use with the building supervisor when such equipment is not otherwise in use. 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. *This is distinguished from personal use.*
- E. Use of bulletin boards: The Association shall have the right to place appropriate notices, circulars and other materials on designated school bulletin boards and in employees' boxes. The Association must identify clearly on their communications the name of the Association as the source of the notice, circular or other material. At least one bulletin board in each school shall be reserved exclusively for Association material.
- F. Use of mail facilities: The regular intra-district mail service, including e-mail, may be used by the Association for distribution of the above materials. The District e-mail facilities are not secured communications. The use of the District e-mail should be limited to times when members are not otherwise on the job. The District shall be held harmless against any litigation that results in any violation of statute and/or federal regulations pertaining to e-mail and/or intra-district mail.
- G. Association business: Use of school buildings, bulletin boards and mail facilities, including e-mail, shall be limited to association business and shall not be to espouse a political candidate, cause, measure, or any religious point of view and personal use. Association communications will be labeled as Association communication and contain the name of the authorizing Association official.
- H. Exclusive rights: The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the Classified Employees (CPOKF).
- I. Association letter: The Association shall have the right to have placed in the employee's package at the beginning of the in-service day, a letter, prepared by the Association informing new employees of the function and services of the Association as the recognized bargaining agent for the CPOKF staff in the school system.
- J. Employee data: The Association will be provided with the names and addresses of all new employees and all retiring employees as soon as such information is available by September 30th of each year. Changes in roster information etc., normally reported to the Board to assure accurate records, will be forwarded to the Association.

- K. Fair application: Both parties agree that the provisions of this agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.
- L. Release time: Upon request by the Association, a combined total of thirty-two (32) hours per year paid by the Association shall be granted for employees designated by the Association to engage in Association activities or programs. Timely notice will be given to the employee's supervisor.

ARTICLE 19

PUBLIC COMPLAINTS

Any complaint regarding an employee made to his/her supervisor or other person in authority above him/her by a parent, student, or other person which may influence that employee's evaluation or which may result in disciplinary action shall be discussed with that employee within five (5) working days according to the following process:

- A. The employee shall be apprised of the full nature of the complaint, including the name of the complainant.
- B. The employee, with the assistance of the immediate supervisor, will attempt to resolve the matter informally.
- C. The employee has the right to representation at all levels.
- D. Complaints which are not discussed within five (5) working days may not be used in evaluation or in any disciplinary action.
- E. The foregoing shall have no application to complaints of such a nature that could result in institution of suit or action, either civil or criminal in nature, against the member or the District.
- F. Complaints which are not discussed within five (5) working days, withdrawn, shown to be false, or are not sustained by the grievance procedure shall neither be placed in the employee's personnel file nor utilized in any evaluation or disciplinary action against the employee.

ARTICLE 20

GRIEVANCE PROCEDURES

Section 1 -- Definitions

- A. "Grievance" shall mean a complaint by a classified employee, group of classified employees that there has been a violation of any provisions of the contract or established school Board policy.
- B. "Aggrieved" is the person or persons who has the grievance and is presenting the complaint, also referred to as the complainant.
- C. "Party in Interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
- D. "Consultant" is the one who advises either party in interest.
- E. "Representative" is the one who may speak for and/or advise a party in interest.
- F. "Immediate Supervisor" is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance as stated in school Board policy.
- G. "Days" - The term "days" when used in this article shall, except where otherwise indicated, mean the aggrieved's working days.
- H. "Persons Officially Involved" means the Superintendent, his/her representative and/or consultant, the aggrieved, his/her representative and/or consultant, and witnesses.
- I. "Association" CPOKF representing the classified personnel which has been elected by a majority vote of those respective employees.

Section 2 -- General Procedures

- A. These procedures should be processed as rapidly as possible, the number of days indicted for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
- B. All parties should attempt to complete the procedures as soon as possible. The parties shall make good faith effort to shorten the number of days provided at the various steps.
- C. All parties in interest have a right to consultants or representatives of his/her own choosing at each level of these grievance procedures.
- D. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of grievances.
- E. Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.

- F. Each grievance shall have to be initiated within ten (10) days after the occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until a later date, then he must initiate action within the ten (10) days following his/her first knowledge of the cause. In failing to thus initiate action he may be considered to have no reasonable grievance.
- G. Financial responsibility: Each party shall pay any and all cost incurred by said party.
- H. The grievance procedure will not be used while an aggrieved is under the jurisdiction of the courts, has resorted to the administrative or judicial process, or pending before the Employment Relations Board.
- I. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Those documents, communications, and records pertaining to the demotion, discipline or other involuntary changes in the employment status will remain in the personnel file pending the outcome of the grievance process.

Section 3 -- Levels of Grievance

A. Level One - Informal and Formal Grievance Level

The aggrieved will first discuss his/her grievance with his/her principal or immediate supervisor, either individually or through the Association's grievance representative, with the objective of resolving the matter informally.

If the aggrieved is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with his/her immediate superior (who has administrative authority to act) within ten (10) days following the act or condition which is the basis of his/her complaint, or, if the aggrieved had no knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge. This complaint shall set forth the grounds upon which the complaint is based and the reasons why the aggrieved considers the decision rendered is unacceptable. The immediate supervisor shall communicate his/her decision in writing within five (5) days to the aggrieved.

Within five (5) days of receipt of the decision rendered by the immediate supervisor, the aggrieved, if he/she is not satisfied with the decision of the immediate supervisor, may appeal in writing to the Superintendent or the Superintendent's designee.

B. Level Two

Appeals to the Superintendent or his/her designee shall be heard by the Superintendent or his/her designee within ten (10) days of his/her receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the aggrieved, his/her designee or any other persons officially involved in the grievance.

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

Within five (5) days of hearing the appeal, the superintendent or his/her designee shall communicate to the aggrieved and all other parties officially present at the hearing his/her written decision, which shall include supporting reasons therefore.

If the aggrieved is not satisfied with the decision of the Superintendent or his/her designee he/she may file a written appeal with the Superintendent within five (5) days from the receipt of the decision. The appeal shall state the aggrieved's reasons for appealing the decision of the Superintendent or his/her designee and request appeal to the level three, school Board.

C. Level Three

The Superintendent shall place the appeal upon the board's next regular meeting agenda which will allow at least five (5) days written notice to be given of the time and place of such hearing to the parties involved, at which time the appeal shall be heard by the Board for the purpose of resolving the grievance. A special meeting may be called to hear the appeal. Within five (5) days following the hearing the Board shall render its decision in writing to all official parties. The decision of the Board will be final and binding except grievances involving the violation of specific provisions of this Agreement which may be submitted to arbitration under the following conditions:

- Step A - All steps provided for in the grievance procedure must be first exhausted.
- Step B - The issue must involve a violation of a specific provision of this Agreement in which the grievance of an article or portion thereof is not terminated at the Board level. Arbitration shall not include or apply to dismissal or non-renewal of probationary employees.
- Step C - Written notice of a request for arbitration must be filed with the Superintendent within ten (10) days of receipt of the decision from level three.
- Step D - When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Within ten (10) school days after notice of submission to arbitration, either party may request arbitration in accordance with the Voluntary Labor Arbitration Association in effect at the time.
- Step E - The arbitrator so selected shall confer with the representatives of the board and the employee and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings.

The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issue submitted.
- Step F - The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement, as set forth in *Step B*. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the District's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
- Step G - The arbitrator shall have not power or authority to add to, subtract from or modify any of the terms of this Agreement.
- Step H - The arbitrator's fees and expenses shall be shared equally by the Board and the aggrieved. However, the Association shall pay the aggrieved's share of the cost in cases where arbitration is recommended by the CPOKF professional rights and responsibilities committee. The expenses and compensations of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participants.
- Step I - The arbitrator shall submit a copy of the decision to the aggrieved, Superintendent and the chairman of the Board.
- Step J - The decision of the arbitrator shall be binding upon the parties.
- Step K - Taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party to otherwise contest the grievance in any other forum except as provided herein.

ARTICLE 21

SUBCONTRACTING

There may be subcontracting of duties of bargaining unit positions. Input and suggestions will be solicited and reasons given as to why.

ARTICLE 22

VACANCIES

In changing of employee positions, the CPOKF will be kept informed of vacancies and replacements through the job vacancy notices and letters to CPOKF president when the job is filled.

ARTICLE 23

EFFECT OF AGREEMENT

Any item that differs between the contract and the policy, the contract takes precedent except when the CPOKF so states in writing.

ARTICLE 24

LEAVE WITHOUT PAY

An employee may be allowed leave without pay upon written request, which shall state reasons for such leave, and with approval of the District, such leave shall be for a duration of not more than twelve (12) months, an employee on leave without pay shall, at the end of such leave, be returned to District employment at the same job position. (Approvals would generally center around illness, study and not for other employment).

ARTICLE 25

DUES AND FAIR SHARE

1. To assure that members covered by this Agreement are adequately represented by the Association, the District shall deduct monthly dues and Fair Share fees for the Association from the pay of each member of the Association.

2. Dues:

The Board agrees to deduct from the monthly wages of each employee payment of dues to the Association. Authorization shall be in writing by each employee on the form provided by the Association. Such authorization shall continue in effect from year-to-year, unless revoked in writing by the employee or termination of employment with the District.

In the event of an increase in dues by the Association, the District agrees to make the necessary adjustment from the monthly wages of each employee. A certified copy of the resolution adopted by the bargaining unit authorizing the dues increase must be presented to the superintendent prior to the adjustment of the payroll deduction.

3. Fair Share:

Employees have the right to join the Association, but membership in the Association shall not be required as a condition of employment. In consideration of the services rendered by the Association in behalf of all, such employees shall be required to pay to the Association either;

 - a. Regular monthly Association dues in the case of employees who are to become members of the Association.

OR

 - b. An amount of money equivalent to regular monthly Association dues in the case of employees who are not members of the Association as a Fair Share fee to the Association for negotiating and administering the contract.
 - c. Notwithstanding subparagraphs *a* and *b* above, any employee who objects to making payments to the Association based upon bonafide religious tenets or teachings of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular Association dues and initiation fees and assessment, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof to the District that this has been done.

4. A list of employees having Association dues and Fair Share fees deducted shall be sent to the office of the Association, together with the remittance due to the Association, within ten (10) working days of the date pay checks are issued to the employees of the District.

5. The Association agrees to indemnify, reimburse, defend and hold harmless the District and its agents and employees from any and all claims, lawsuits, judgments, damages, losses and expenses, including reasonable attorneys' fees, which it or its agents and employees may suffer as a result of implementing this article.

ARTICLE 26
COMPENSATION

A. Salary

1. 2015-2016: The District shall increase employees' hourly wage by 2.3% (*Appendix A*).
2. 2016-2017: The District shall increase employees' hourly wage by 2.3% (*Appendix B*).
3. 2017-2018: The District and the Association shall reopen *Article 26*, Compensation, in March, 2017 in order to negotiate hourly wages for 2017-2018.

B. Longevity

Beginning July 1st of each year of the contract, Custodial/Maintenance personnel who have worked continuously for nine (9) months or more during the previous year will receive a longevity increase of .30¢ per hour added to their past longevity. This change is not retroactive and will be paid annually.

Employees hired prior to July 1, 1996, and employed less than 1,500 hours will receive a \$150 annual longevity increase.

C. Retirement

1. Medical premium contribution up to the amount received in the year of retirement, for custodial/maintenance employee that is PERS eligible for retirement, with at least fifteen (15) years employment with the District, shall be District paid for a maximum of ten (10) years, or until age sixty-five (65), whichever comes first. Retiree shall pay spouse's portion. Employee must have been covered by the District contribution, for the duration benefits are received after retirement, will be capped at the level received in the year of retirement.
2. Dual employees who have both worked over fifteen (15) years are both eligible for insurance outlined above as per their contract regardless of who retires first. (Example: KFACE employees get seven (7) years or to age sixty-five (65), whichever comes first. CPOKF goes to age sixty-five (65) with no limit on number of years.)
3. Members will receive one (1) month's salary computed on retirement year salary if the member has worked in the District ten (10) consecutive years, is at least fifty-five (55) years old or has thirty (30) years in the PERS system. Members will receive two (2) months' salary computed on retirement year salary if the member has worked the prior fifteen (15) consecutive years, is at least fifty-five (55) years old or has thirty (30) years in the PERS system. Members with over twenty-five (25) consecutive years of service shall also receive twenty dollars (\$20) for each year of service upon retirement.
4. A member with at least fifteen (15) years' experience with the District will receive a monthly stipend of \$350.00 for a maximum of seven (7) years or until age sixty-two (62), whichever comes first.
5. This language will sunset and cease to be available for any employee who retires after June 30, 2020.

Both parties agree that Section C, Retirement, of this article shall not be reopened for negotiations prior to June 30, 2018.

D. Severance Pay

A member who loses their job because of a layoff, will receive severance pay consisting of one (1) week's pay.

- E. The District agrees if its salary and insurance settlement with the licensed bargaining group exceeds the settlement with CPOKF the District will modify the tentative agreement with CPOKF to reflect the same salary and insurance settlement. It is understood the salary and insurance settlement is consider in total – *for example*; if the licensed bargaining unit agrees to reduce its salary increase from 3.0% to 2.0% in exchange for higher insurance CPOKF would not be eligible for the higher insurance without the corresponding reduction in the base salary increase.

F. Incremental Compensation for Certifications

Beginning July 1, 2006, members will receive an additional .10¢ per hour for each credential obtained by member upon written request, by the District, up to maximum of \$208 annually per credential. Commercial Driver's License (CDL) and Limited Maintenance Electrician (LME), and Pesticide Applicator certification will automatically qualify the member to receive .10¢ per hour for each of the certifications. Members may receive this additional compensation for no more than three (3) certifications (\$624). First Aid/CPR/Forklift, and Basket Truck certification does not qualify the member to receive additional .10¢ per hour, nor does it count towards the maximum of three (3) credentials.

Should the District require employees to maintain and/or obtain advanced certifications, the cost shall be paid by the District.

G. Extra Stipend for General Electrical Supervisor's License

In the event that the Maintenance Supervisor does not hold a General Electrical Supervisor's license, an extra duty stipend position will be created for a member holding General Electrical Supervisor's license. This position will not have hours, but will have responsibility for District electrical operations and installation. The stipend will be \$5,200.00.

H. Professional Development

Employees who attend classes related to the employee's current position and/or duties at Klamath Community College and/or Oregon Institute of Technology shall be reimbursed for the cost of registration, class, and books by the District once the employee provides documentation the employee has passed the class. Courses must be pre-approved by the District prior to enrollment in the class.

I. New Salary Schedule

The parties agree to meet quarterly during 2015-2016 in order to collaborate on modifications on the new salary schedule (*Appendix C*) which will go into effect on July 1, 2017. The parties shall conclude their work on the salary schedule by June 30, 2016.

All employees hired prior to July 1, 2017 shall not be subject the new salary schedule and shall remain subject to the current salary procedures following July 1, 2017.

Employees hired for the 2017-2018 school year shall be placed on the new salary schedule.

ARTICLE 27

FUNDING

If the District is unable to fund the economic provisions of this Agreement, the entire Agreement shall be reopened for negotiations and the parties shall retain all rights and duties afforded under *ORS Chapter 243* (PECBA). Bargaining shall be pursuant to *ORS 243.698*, 90 day interim bargaining.

ARTICLE 28

LABOR-MANAGEMENT MEETINGS

The Superintendent with or without up to four (4) administrators/designees and the CPOKF executive board and OSEA representative may meet during the school year as a means of establishing ongoing communications and sharing of mutual concerns and interests.

The Superintendent and CPOKF president shall establish a quarterly meeting schedule on an annual basis; meetings may be monthly or quarterly dependent upon the decision between the Superintendent and CPOKF president. Meetings may be canceled by either party if no issues are identified in need of discussion.

Scheduled meetings will be for the purpose of discussing ongoing labor-management issues, reviewing the contract, and recommending to the District and the Association solutions, contract interpretations, or interventions necessary to continue the collaborative efforts by both parties. It is expressly understood by the parties that the committee shall have no authority to negotiate terms and conditions of employment or modify or amend any provision of this Agreement, nor shall it have authority to adjust grievances.

ARTICLE 29

DURATION OF AGREEMENT

A. Effective Date

The Agreement shall be effective as of July 1, 2015, and shall continue in effect until June 30, 2018.

The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Board has caused this Agreement to be signed by its chairperson.

CLASSIFIED PERSONNEL
OF KLAMATH FALLS

KLAMATH FALLS CITY SCHOOLS

President

Chairperson

Date

Date

APPENDIX A

CLASSIFIED PERSONNEL SALARY SCHEDULE

ASSIGNMENT	2015 - 2016	2016 - 2017
Custodian I	\$29,083	\$29,752
Custodian II	\$32,293	\$33,036
Custodian III (after June 30, 1999)	\$34,071	\$34,855
Custodian III (prior to July 1, 1999)	\$35,609	\$36,428
Elementary Head Custodian	\$36,269	\$37,103
Junior High Head Custodian	\$37,909	\$38,781
High School Head Custodian	\$40,989	\$41,932
Mechanic	\$40,092	\$41,014
Electrician	\$43,494	\$44,494
Carpenter	\$43,079	\$44,070
Carpenter II	\$39,393	\$40,299
Maintenance I	\$39,393	\$40,299
Maintenance II	\$43,079	\$44,070
Delivery/Maintenance	\$33,501	\$34,272
Warehouse	\$29,083	\$29,752
Delivery	\$29,083	\$29,752

APPENDIX B

CLASSIFIED PERSONNEL SALARY SCHEDULE

2015 - 2016

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Custodian I	\$10.36	\$10.67	\$10.99	\$11.32	\$11.66	\$12.01	\$12.37	\$12.74	\$13.12	\$13.51
Custodian II	\$12.27	\$12.63	\$13.01	\$13.40	\$13.80	\$14.21	\$14.64	\$15.08	\$15.53	\$16.00
Custodian III (after 6/30/99)	\$12.27	\$12.63	\$13.01	\$13.40	\$13.80	\$14.21	\$14.64	\$15.08	\$15.53	\$16.00
Custodian III (prior to 7/1/99)	\$12.83	\$13.21	\$13.61	\$14.02	\$14.44	\$14.87	\$15.32	\$15.78	\$16.25	\$16.74
Elementary Head Custodian	\$12.60	\$12.98	\$13.37	\$13.77	\$14.18	\$14.61	\$15.05	\$15.50	\$15.97	\$16.45
Jr. High Head Custodian	\$12.60	\$12.98	\$13.37	\$13.77	\$14.18	\$14.61	\$15.05	\$15.50	\$15.97	\$16.45
High School Head Custodian	\$14.36	\$14.79	\$15.23	\$15.69	\$16.16	\$16.64	\$17.14	\$17.65	\$18.18	\$18.73
Mechanic	\$16.12	\$16.61	\$17.11	\$17.62	\$18.15	\$18.69	\$19.25	\$19.83	\$20.42	\$21.03
Electrician	\$23.37	\$24.07	\$24.79	\$25.53	\$26.30	\$27.09	\$27.90	\$28.74	\$29.60	\$30.49
Carpenter	\$22.03	\$22.69	\$23.37	\$24.07	\$24.79	\$25.53	\$26.30	\$27.09	\$27.90	\$28.74
Carpenter II	\$19.97	\$20.57	\$21.19	\$21.83	\$22.48	\$23.15	\$23.84	\$24.56	\$25.30	\$26.06
Maintenance I	\$19.97	\$20.57	\$21.19	\$21.83	\$22.48	\$23.15	\$23.84	\$24.56	\$25.30	\$26.06
Maintenance II	\$22.03	\$22.69	\$23.37	\$24.07	\$24.79	\$25.53	\$26.30	\$27.09	\$27.90	\$28.74
Delivery/Maintenance	\$16.12	\$16.61	\$17.11	\$17.62	\$18.15	\$18.69	\$19.25	\$19.83	\$20.42	\$21.03
Warehouse	\$12.60	\$12.98	\$13.37	\$13.77	\$14.18	\$14.61	\$15.05	\$15.50	\$15.97	\$16.45
Delivery	\$12.05	\$12.41	\$12.78	\$13.16	\$13.55	\$13.96	\$14.38	\$14.81	\$15.25	\$15.71

This salary schedule will serve as the base for discussions between CPOKF officers and KFCS Superintendent and HR Director during the 2015/2016 school year. These discussions regarding salary schedule will be completed by June 30, 2016.

APPENDIX C

CLASSIFIED PERSONNEL SALARY SCHEDULE

2016 - 2017

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Custodian I	\$10.60	\$10.92	\$11.24	\$11.58	\$11.93	\$12.29	\$12.65	\$13.03	\$13.42	\$13.82
Custodian II	\$12.55	\$12.92	\$13.31	\$13.71	\$14.12	\$14.54	\$14.98	\$15.43	\$15.89	\$16.37
Custodian III (after 6/30/99)	\$12.55	\$12.92	\$13.31	\$13.71	\$14.12	\$14.54	\$14.98	\$15.43	\$15.89	\$16.37
Custodian III (prior to 7/1/99)	\$13.13	\$13.51	\$13.92	\$14.34	\$14.77	\$15.21	\$15.67	\$16.14	\$16.62	\$17.13
Elementary Head Custodian	\$12.89	\$13.28	\$13.68	\$14.09	\$14.51	\$14.95	\$15.40	\$15.86	\$16.34	\$16.83
Jr. High Head Custodian	\$12.89	\$13.28	\$13.68	\$14.09	\$14.51	\$14.95	\$15.40	\$15.86	\$16.34	\$16.83
High School Head Custodian	\$14.69	\$15.13	\$15.58	\$16.05	\$16.53	\$17.02	\$17.53	\$18.06	\$18.60	\$19.16
Mechanic	\$16.49	\$16.99	\$17.50	\$18.03	\$18.57	\$19.12	\$19.69	\$20.29	\$20.89	\$21.51
Electrician	\$23.90	\$24.62	\$25.36	\$26.12	\$26.90	\$27.71	\$28.54	\$29.40	\$30.28	\$31.19
Carpenter	\$22.53	\$23.21	\$23.91	\$24.62	\$25.36	\$26.12	\$26.90	\$27.71	\$28.54	\$29.40
Carpenter II	\$20.43	\$21.04	\$21.68	\$22.33	\$23.00	\$23.68	\$24.39	\$25.12	\$25.88	\$26.66
Maintenance I	\$20.43	\$21.04	\$21.68	\$22.33	\$23.00	\$23.68	\$24.39	\$25.12	\$25.88	\$26.66
Maintenance II	\$22.53	\$23.21	\$23.91	\$24.62	\$25.36	\$26.12	\$26.90	\$27.71	\$28.54	\$29.40
Delivery/Maintenance	\$16.49	\$16.99	\$17.50	\$18.03	\$18.57	\$19.12	\$19.69	\$20.29	\$20.89	\$21.51
Warehouse	\$12.89	\$13.28	\$13.68	\$14.09	\$14.51	\$14.95	\$15.40	\$15.86	\$16.34	\$16.83
Delivery	\$12.33	\$12.70	\$13.07	\$13.46	\$13.86	\$14.28	\$14.71	\$15.15	\$15.60	\$16.07

This salary schedule will serve as the base for discussions between CPOKF officers and KFCS Superintendent and HR Director during the 2015/2016 school year. These discussions regarding salary schedule will be completed by June 30, 2016.