Article 1.1

Duration of Agreement. This Agreement shall become effective on July 1, 2014 and will remain in effect through June 30, 2018. However, by March, 2015, either party may reopen the following articles: Appendices A (Work Year), B (Compensation), I (Insurance Reserve Transfers), and Articles 17 (Insurance), and 19 (Compensation). The purpose of the reopener is to determine the wages, benefit contributions and eligibility, and work year for the last three years (2015-16, 2016-17, and 2017-18) of this contract.

New Appendix A  WORK YEAR CHANGES AND INSURANCE TRANSFERS (2014-15 ONLY)

Work year. For 2014-15, there will be one day cut from the regular work year assignments defined in Sections 3.15. The day identified by the District is a non work day (employees will not be allowed to work or report to work on that day). The day will be unpaid and employees will not be eligible to use paid status time such as vacation, sick leave or compensatory time on those days.

a. Exceptions to a designated furlough day will be made for emergency crews required to report on hazardous weather days. Any other exception or variance will be approved in writing in advance by the Human Resources Director, with notice to OSEA.

b. Bargaining unit members shall not suffer any additional loss of pay or benefits as a result of the District's decision to reduce work assignments (i.e. vacation, holiday, sick leave, insurance contribution, or calculation of seniority).

c. Employees who are paid on a time-sheet basis will have the reduction in pay during the pay period in which the furlough occurs. All other employees will have the reduction in pay spread across paychecks throughout the fiscal year.

d. If the day cut is a student day, it may be offset by hazard weather days. Notice that days will be added to the end of the year will be made by April 15, 2015.

e. The District may restore the day upon 30 days' notice to OSEA.

f. This work year agreement does not set precedent for future decision.

Transfers.

1. There will be a one-time transfer from the classified insurance reserve fund to the District general fund of $128,000 in lieu of an additional furlough day.
2. The PEP fund balance existing as of the end of the 2013-14 fiscal year will be used as follows: $5,000.00 transferred to the nutrition services fund to offset salary increases and the remainder ($30,000 estimated) to offset salary increases in the general fund. This is a one-time transfer for the 2014-15 year only.

New Appendix ____ Data Gathering and Study of Affordable Care Act

Three members each from OSEA and the District will convene on a regular basis during the fall of 2014 to jointly study the implications of the Affordable Care Act on members, to collect demographic data from members and to collect data for the purpose of informing the OSEA and District bargaining teams for the reopener in 2015.

Existing Appendix B is stricken and will be replaced with the following:

Appendix B: Compensation Schedules and Reopener

Pay Schedules, COLA, and Longevity:

The pay schedule in Appendix B describe the pay rates for all bargaining unit members beginning July 1, 2014.

The Food Services salary schedule for 2014-15 reflects the following changes from the 2013-14 schedule:

• Step 1 has been eliminated, and existing steps 2 through longevity will be renumbered steps 1-9.
• The schedule has been increased by a 0.5% cost of living adjustment (COLA).
• New Step 9 (formerly “longevity” on the 2013-14 schedule) reflects a 0.5% increase.
• A new longevity step has been added and represents a 1.5% increase above new step 9. A bargaining unit member is eligible for the longevity step after having been on step 9 for one (1) year and is eligible for a step advance under section 19.3.

The remaining salary schedules for 2014-15 reflect the following changes from the 2013-14 schedule:

• The schedule has been increased by a 0.75% cost of living adjustment (COLA).
• The longevity step has been increased by 1.0% such that there is a 3% differential between step 9 and longevity. A bargaining unit member is
eligible for the longevity step after having been on step 9 for one (1) year and is eligible for a step advance under section 19.3.

**Step:** During 2014-15, step eligible employees will advance a step. Due to the renumbering of the Food Services Salary Schedule in 2014-15, employees on step 1 in 2013-14 will remain on step 1 in 2014-15, and new step 1 reflects a 2.5% increase over existing step.

**Grandfathered clause from 1997-98:** Each bargaining unit member who received a three percent (3%) increase in their hourly rate of pay under the terms of the 1997-98 agreement shall continue to receive the value of the three percent (3%) increase under the terms of this Agreement. For example, an employee on step 9 who received the three percent (3%) during 1997-98 will have their 2014-15 hourly rate plus three percent (3%). If an employee receiving the additional three percent (3%) successfully promotes to a different position on the employee's hourly rate before promotion including the three percent (3%) will be the hourly rate used to place the employee in the new position pay grade step and eligibility for the additional three percent (3%) ends.

**Reopener:** The parties have agreed to use an expedited IBB process for the 2015 reopener described in section 1.1.

**ARTICLE 17 – INSURANCE BENEFITS**

17.1 Establishing Eligibility

17.1.1 An employee who is in a paid status for fifty percent (50%) or more of his/her regular work days between the sixteenth (16th) of one month through the fifteenth (15th) of the following month, shall be eligible for the insurance benefits and premium payments as provided for herein.

17.1.2 Employees working seven (7) or more hours

The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work a minimum of seven (7) hours per day will be one thousand sixty dollars ($1060.00) for the period October 2014 through September 2015.

17.1.3 Six (6) to less than seven (7)-hour employees

The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work a minimum of six (6) hours but less than seven (7) hours per day will be nine hundred and four dollars and seventy-five cents (904.75) for the period October 2014 through September 2015.

17.1.4 Four (4) to less than six (6)-hour employees

The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work at least four (4) but less than six (6) hours per day will be six hundred ninety seven dollars and seventy-five cents ($697.75) for the period October 2014 through September 2015.
17.1.5 The District will continue its insurance contribution for school year employees who are laid off during their work year and twelve-month employees through the month following the month the employee receives notice of a layoff.

17.9 Health Savings Account (new article)
The District may offer a high deductible health plan and designate a custodian to receive contributions to health savings accounts. In such a case, the District may elect to make employer contributions as allowed by law provided such costs (including administrative fees) are reduced from contributions owing under Article 17.1.

Article 21.1.2

The parties have agreed that the third sentence will be modified to read:

This average will be computed based on all the hours up to 40 in a workweek the employee was in a paid status during the previous month divided by the number of contract days the employee was in paid status the previous month.

Non-contractual:

The bargaining teams for the District and the OSEA have appointed three members each to enter into tentative agreements on housekeeping changes (updates) to Appendices C and D and to determine and discuss whether Article 21.1 should be renumbered in another place in the contract.