

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON SCHOOL EMPLOYEES ASSOCIATION

Chapter No. 1

A Member's Union

OSEA

AFT Local 6732

and

EUGENE SCHOOL DISTRICT 4J

**Eugene
School
District** 

2018 ~ 2022

It is the policy of the District that there will be no discrimination or harassment on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, genetic information, military or veterans' status in any educational programs, activities or employment.

Persons having questions about equal opportunity employment, nondiscrimination and accommodations for individuals with disabilities may find more information on the district's website, may as a Human Resources administrator or may contact one of the compliance coordinators below.

ADA Accessibility Coordinator for Employees: 541-790-7672

Title VI & Title IX Coordinator: 541-790-7559, titleixcoordinator@4j.lane.edu

Other EEO – Assistant Superintendent for Administrative Services: 541-790-7663

The Superintendent has overall responsibility for the district's compliance with equal employment and nondiscrimination laws and policies.

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**COLLECTIVE BARGAINING AGREEMENT
Between OREGON SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 1 and
EUGENE SCHOOL DISTRICT 4J,
LANE COUNTY, OREGON 2018-2022**

Eugene School District 4J
200 North Monroe Street
Eugene OR 97402

THIS AGREEMENT, made this 5th day of September 2018 by and between EUGENE SCHOOL DISTRICT 4J, LANE COUNTY, OREGON, herein called "District," and the OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 1, herein called "Association."

RECITAL

The Eugene School District No. 4J, Lane County, Oregon is required by law to negotiate with the representative of its employees on matters concerning employment relations, which include, but are not limited to, matters of direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment of persons in the bargaining unit, and the parties through negotiations in good faith, have reached agreement on such matters. The parties desire to execute this Agreement.

ARTICLE 1 - TERMS OF THE CONTRACT

- 1.1 Duration of Agreement. This Agreement shall become effective on July 1, 2018 and remain effect through June 30, 2022. However, by March, 2021, either party may reopen the following articles: Work Year / furlough days, Appendix A (Compensation), I (Insurance Reserve Transfers), and Articles 17 (Insurance) and 19 (Compensation) and one additional article. The purpose of the reopener is to determine the wages, benefit contributions and eligibility, and work year for the fourth year (2021-22) of this contract and to allow each party to address one additional matter of concern at that time. The reopener will be conducted on an expedited basis pursuant to ORS 243.698. During successor negotiations for the 2022 contract, each party will open no more than five articles for negotiation, and may open an unlimited number of economic articles, including but not limited to wages, benefits, allowances and insurance reserves. The purpose of limiting the number of articles for successor negotiations is to support the parties' interest in expediting bargaining.
- 1.2 Negotiating Successor Agreement. The parties agree to enter into collective bargaining over a successor agreement no later than January 15th of the last fiscal year of this Agreement. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.
- 1.3 Matters Covered. All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. This instrument contains the full and complete Agreement between the Association and the District on all bargainable issues and neither party shall be required during the term of this Agreement to negotiate or bargain upon any issue except as provided in this Agreement.

Notwithstanding the foregoing, if federal or state laws are enacted during the term of this Agreement which directly and negatively affect a specific term of this Agreement, either party may demand to bargain the negative effect. In addition, the Association accepts from Section 1.3 its right to require bargaining on any District change in working conditions on smoking in the work place.

- 1.4 Separability. In the event that any provision of this Contract shall at any time be declared invalid by any court of competent jurisdiction or by the Oregon Employment Relations Board or if a statutory change voids a Contract provision, such decision or statutory change shall apply only to the specific article, section or portion thereof directly specified in the decision or directly affected by the statutory change. Notwithstanding ORS 243.702(1), such a decision or statutory change shall not invalidate the entire Contract; it being the express intention of the parties hereto that all other provisions not declared invalid or voided shall remain in full force and effect.

If such a decision or statutory change does invalidate any provision of this Agreement, then upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

- 1.5 Funding. The parties recognize that revenues needed to fund the benefits provided in this Agreement must be provided by established budget procedures and in certain circumstances by the vote of the citizens. All such benefits are, therefore, contingent upon sources of revenue and, where applicable, voter approval. After the imposition of any resource and/or expenditure limitation by the court(s), the legislature, or a vote of the people of Oregon, the direct and indirect monetary benefits of this Agreement shall be subject to renegotiation between the parties, upon written request for renegotiation being made by the District to the Association. In the event the District requests renegotiation prior to June 30, the existing monetary benefits shall be continued into the next fiscal year. In the event the District requests renegotiation after June 30, monetary benefits will revert to those existing during the prior fiscal year.
- If negotiations do not result in a modification(s), the District may implement its last offer as provided herein. If the total cost of the direct and indirect monetary benefits of the District's last offer is not less than ninety-five percent (95%) of the total cost of direct and indirect monetary benefits enjoyed by employees in the prior fiscal year, the District may implement its last offer after mediation and fact-finding and the Association waives the right to strike. If the total cost of the direct and indirect monetary benefits of the District's last offer is less than ninety-five percent (95%) of the total cost of the those enjoyed by employees in the prior fiscal year, the District may implement its last offer, and the Association may exercise the right to strike as provided by law. However, the Association waives the right to strike if the District's last offer is associated with a resource and/or expenditure limitation imposed by the court(s), the legislature, or a vote of the people of Oregon.
- If the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any benefit provided in this Agreement while the schools are closed. The District shall not be required to "make up" any terminated benefit after schools are again opened, but the District will use its best efforts to enable employees to continue non-recoverable insurance coverage with voluntary payments by the employee while schools are closed.
- 1.6 The Association and the District will cooperate in the formation and function of a joint labor/management committee which will address issues of mutual concern. Issues will be brought to the committee by designated representatives of the Association and the District, and by committee members. The committee will not function in place of the grievance procedure or the negotiation process.
- The joint labor/management committee shall meet regularly throughout the work year and be representative of District managers and the Association's members. The committee shall adopt a structure for its process and use an interest based process for addressing issues. A small group shall be designated the committee's coordinators who shall meet on a more regular basis and be the primary source for identifying issues that the committee will address. The committee is intended to function and make its decisions by mutual agreement.
- 1.7 Appendices A through Appendix K are attached to this contract, incorporated herein, and made part of this contract.

ARTICLE 2 - RECOGNITION

- 2.1 Exclusive Representative. The District hereby recognizes the Association as the exclusive bargaining representative for all classified employees of the District; EXCLUDING: Supervisory and confidential employees; work experience persons, substitutes, trainees, temporary employees, and non-bargaining unit seasonal employees, as defined herein; and those employees of the District in the teacher and substitute teacher bargaining units, and employees whose position requires a teaching certificate.
- 2.2 Definitions
- 2.2.1 Employee. For the purpose of this Contract, the term "employee" shall include all employees represented by the Association in the bargaining unit.
- 2.2.2 Temporary Employee. For the purpose of this Contract, a "temporary employee" is one who is hired for a period not to exceed ninety (90) working days to fill a position created for the purpose of completing a specific task that will not be done on a regular basis.
- 2.2.3 Substitute Employee. For the purpose of this Contract, a "substitute employee" is one hired for the purpose of filling the position of an absent employee.
- 2.2.4 Seasonal Employee. A seasonal employee is employed in a position available each year on a seasonal basis. A person hired to fill a seasonal position who at the time of hire is not employed in a position represented by OSEA in Section 2.1 is a non-bargaining unit seasonal employee.
- 2.2.4.1 Rights and benefits of employees in the bargaining unit hired in seasonal positions:
1. The District shall post seasonal positions.

2. If the District intends to hire non-bargaining employees as seasonal grounds crew employees during spring break, then a minimum number of seasonal grounds crew positions shall be established and posted for the spring break and qualified District employee applicants shall be given first consideration for these positions. Facilities Management shall work with the grounds crew to determine the minimum number of bargaining unit member seasonal positions based on weather, financial resources, number of workers needed, type of grounds work, and other variables normally considered.
3. Qualified District employees will be given first consideration in filling seasonal positions.
4. Seasonal Positions in the Same Classification: District employees hired for seasonal positions that are in the same classification as the employee's current classification shall have all the rights, benefits, and responsibilities as if continuously employed in the same classification, except seasonal employees in the same classification are not eligible for vacation and are eligible for the payment in section 2.2.4.

2.2.4.2 Seasonal Positions in a Different Classification:

1. District employees hired for seasonal positions that are not in the employee's current classification shall be paid on the first five steps of the seasonal position pay range, depending on the employee's experience in the seasonal position.
2. Employees in these seasonal positions do not qualify for vacation. However, a seasonal employee who is in paid status two hundred forty (240) or more days in the fiscal year shall be paid an amount equal to ten (10) days of work in their school year position, to be paid in August.
3. Employees in these seasonal positions do not qualify for any other benefits provided herein except that they shall be credited with sick leave at the rate of one day for each month worked, and they shall be eligible for bereavement leave in section 13.2.3. Beginning with the third consecutive year in a seasonal position and during each year thereafter, an employee will be granted holiday pay for the 4th of July if he/she was in a paid status in his/her last working day before this holiday. However, if the employee is eligible for vacation pay in section 2.2.4.1 in his/her first or second consecutive year in a seasonal position, the employee will be granted holiday pay for the 4th of July if he/she was in a paid status in his/her last working day before the holiday.

2.2.5 Work Experience Persons. For the purpose of this Contract, work experience persons include those persons whose positions with the District have been created to correlate with a high school or post high school course of training. The programs include high school Cooperative Work Experience, College Work Study and graduate study internships.

The District will not employ work experience persons that reduce bargaining unit positions unless the District and Association agree to the contrary.

2.2.6 Trainee Exclusion. The parties recognize that from time to time bona fide training programs need to be established to train persons to perform bargaining unit functions. Such a program is the District's bus driver training program.

The District may establish a training program in good faith to train persons to perform bargaining unit work. The trainees in such a program shall be excluded from the bargaining unit under Section 2.1. The District will notify the Association when it creates such a training program. The Association may grieve the matter if it does not concur that the program is a bona fide training program.

2.3 Mailing Addresses. Unless changed by a written notice delivered to the other party, the mailing addresses of the parties shall be:

Oregon School Employees' Association, Chapter 1
1146 West Seventh Avenue,
Eugene, Oregon 97402

The District will provide a mailbox in the Education Center for the Association. Material shall be deemed delivered to the Association at the time it is placed in the mailbox by persons acting on behalf of the District.

Eugene School District 4J, Lane County, Oregon
200 North Monroe Street
Eugene, Oregon 97402

- 2.4 No Obligation. Granting of recognition is not to be construed as obligating the District to continue any function or policy in any way.

ARTICLE 3 - DEFINITIONS

The following words or phrases as used in this Contract shall be construed to mean the definition contained herein unless such word or phrase, standing on its own merits, clearly provides for a different meaning.

- 3.1 Association: Oregon School Employees Association Chapter 1, its officers and agents.
- 3.2 Demotion: An employee movement from one classification to another classification which is assigned a lower pay grade. Demotions may be either voluntary or involuntary.
- 3.3 District/Board of Directors: Board of Directors, Eugene School District 4J, Lane County, and its officers and agents.
- 3.4 Employee: All employees represented by the Association bargaining unit as defined in Section 2.2.1.
- 3.5 HR: Human Resources Department of the District.
- 3.6 Leave of Absence: An authorized absence from work for any period of time either in a paid or unpaid status.
- 3.7 Overtime, Compensatory Time: Defined in Section 11.3.
- 3.8 Paid Status Time: Means any day an employee is required to actually work or is absent and is being paid.
- 3.9 Pay Grade: The level of a pay range for a particular job classification consisting of several intermittent rates with a minimum and maximum rate as set forth in Appendix B.
- 3.10 Promotion: An employee movement from one classification to another classification which is assigned a higher pay grade.
- 3.11 Supervisor: Building administrators, heads of central services departments or subdivisions thereof, and other individuals having the authority, in the interest of the District, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, or discipline other employees, or effectively recommend such action. Supervisors do not include members of the licensed bargaining unit.
- 3.12 Temporary, Substitute, or Seasonal Employee: Defined in Sections 2.2.2, 2.2.3, and 2.2.4, respectively.
- 3.13 Work Month (Earning of Benefits): A work month is the actual number of work days normally assigned to a specific employee in a calendar month. An employee is eligible to earn benefits if in a paid status for at least 1/3 of his/her normally assigned work days in the month.
- 3.14 Work Week: See Section 11.2.
- 3.15 Work Year: The work year, including work days and paid holidays, is designated below for the various work groups. No guarantee is made that the number of days will be worked if a District school(s) is closed due to natural causes, other causes outside the District's control, or budget limitations.
- | | | |
|--------|----------------------------------|--|
| 3.15.1 | Student Attendance Day Employees | Student attendance days plus 7 paid holidays. |
| 3.15.2 | 192 day employees | 185 work days plus 7 paid holidays. |
| 3.15.3 | 196 day employees | 189 work days plus 7 paid holidays |
| 3.15.4 | 10-month employees | 206 work days plus 7 paid holidays. |
| 3.15.5 | 11-month employees | 219 work days plus 7 paid holidays. |
| 3.15.6 | 12-month employees | 12-month work year which includes 250 work days plus 10 paid holidays. |
- 3.16 Year: Year shall mean the work year, which is the employees' period of assigned service as defined in Section 3.14.
- 3.17 School Year: School year shall be defined as the portion of the fiscal year in which students are in attendance in school.
- 3.18 Fiscal Year: Fiscal year shall mean the period of time from July 1 through the following June 30.
- 3.19 Calendar Year: Calendar year shall mean a twelve-month period from January 1 through December 31.

ARTICLE 4 - EMPLOYEE PAYROLL DEDUCTIONS AND ASSOCIATION RIGHTS

4.1 Payroll Deductions

- 4.1.1 Voluntary Deductions. The District shall deduct from the salaries of the employees in the bargaining unit at the employees' request the following:
- 4.1.1.1 Dues to the Association
 - 4.1.1.2 Premiums for Board-approved health & welfare benefits
 - 4.1.1.3 Tax-sheltered annuities
 - 4.1.1.4 Salary-continuation insurance
 - 4.1.1.5 Contributions to the United Way
- 4.1.2 Dues Deduction. The District shall honor the present dues deduction authorization executed by the employee in favor of the Association. The District shall deduct from the wages of new employees for the payment of dues to the Association authorized in writing by each employee on the form provided by the Association. The District shall transmit the dues deducted as indicated in the above two sentences to the state office of the Oregon School Employees' Association (OSEA) by the fifteenth (15th) of the month following the date of the deduction.
- 4.1.3 The Association agrees to indemnify, defend, and hold the District harmless against any claim, demand, suit or liability (monetary or otherwise) resulting from or associated with payroll deductions paid to the Association.
- 4.1.4 Employees are regarded under U.S. Treas. Reg. Sec. 1.409-2(a)(14) as service providers receiving recurring part-year compensation. As such, employees who wish to elect to receive compensation on a 12-month basis must make such election before the first date of service. The parties agree this Agreement signifies such election by all current members, and those who become employees during the term of the Agreement. Until a successor agreement is signed this provision shall be considered a part of the status quo.

4.2 Association Rights

- 4.2.1 Posting Communications. The District shall provide the Association with reasonable bulletin board space on bulletin boards now in existence for the Association's use in communicating with members in the bargaining unit which it represents. Association communications shall include a statement that its source is the Association and shall only be of matters of interest to its members. There shall be no defamatory or scurrilous material posted.
- 4.2.2 Meeting with Employees. Duly-authorized representatives of the Association may transact official Association business on school property during periods employees in the unit are on their lunch period and for those working in schools after school is out of session. The representatives may leave a message for employees at any other time. The Association shall provide the District with a current list of the names and telephone numbers of the representatives.
- 4.2.3 Use of District Mail. The Association may place communications to its members in the District's mail system, but the District may give its own mail priority in its distribution.
- 4.2.4 Use of District Email. The Association may use District email subject to the terms and conditions of the current District Technology Appropriate Use Guidelines and District policies and administrative rules applicable to such use. All Association communications must clearly identify the Association authorship.
- 4.2.5 Use of District Facilities. The Association or committee of the Association shall, subject to School Board policy then prevailing, be allowed the use of District facilities for meetings for the purpose of conducting Association business.
- 4.2.6 The District shall grant the Association President a leave for carrying out Association business of representing bargaining unit members on matters of working conditions. During the term of this leave, the President's employment status and rights shall continue as if employed in the position from which he/she is on leave. At the end of the leave the President shall have the right to return to the same position. In the event the President's leave is part-time, the District and the Association will reach mutual agreement on the President's assignment before the leave can begin.
- The Association shall reimburse the District for all its costs associated with payments to the President for his/her time on this leave.

ARTICLE 5 - DISTRICT RIGHTS

It is recognized that the District has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities and properties, except as otherwise provided for by the terms of this Agreement.

Without limiting the generality of the foregoing above, it is expressly recognized that the District's operational and managerial responsibility includes:

- 5.1 The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
- 5.2 The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
- 5.3 The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
- 5.4 The maintenance of discipline and control and use of the school system property and facilities.
- 5.5 The determination of safety, health and property protection measures where legal responsibility of the District or other governmental unit is involved.
- 5.6 The right to enforce the rules and regulations now in effect and, except as otherwise provided in this Agreement, to establish new rules to hire, suspend, discharge or discipline or transfer employees and to maintain files to carry out this function.
- 5.7 The creation, combination, modification or elimination of any employee position deemed advisable by the District.
- 5.8 The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees and the establishment of quality standards and judgment of employee performance.
- 5.9 The determination of the layout and the equipment to be used and the right to plan, direct and control school activities. The determination of the employees' activities during assigned work periods and the processes, techniques, methods and means of performing work.
- 5.10 The right to establish and revise the school calendar, establish hours of employment, to determine the time, days and manner of payment, to schedule classes and assign workloads, and to select materials.

ARTICLE 6 - CONTRACTING OUT

- 6.1 The District will timely involve the Association in its determination on whether services are being provided effectively and competitively as part of its consideration of a possible decision to contract out an existing classified employee position(s). The District retains the right to decide to contract out bargaining unit work without bargaining the decision.

Before the District can make a decision to contract-out services, the District will inform the Association of its concerns about the operation of a service which could result in contracting-out work presently being performed by employees in the bargaining unit or services that would result in the total or partial loss of classified employee employment. Upon notification the Association will have 15 business days to inform the District of its desire to be involved in the decision making process.

- 6.1.1 If so, a joint task force will be formed to address the issue through an interest based process which will include (at a minimum) the following steps:
 - 6.1.1.1 Problem definition;
 - 6.1.1.2 Data collection;
 - 6.1.1.3 Option development and evaluation, including allowing current employees a reasonable opportunity to develop an option for consideration by the task force;
 - 6.1.1.4 Consensus, if possible; and
 - 6.1.1.5 Implementation or referral.
- 6.1.2 The joint task force may consider and, if mutually agreeable, implement or recommend options including, but not limited to the following:
 - 6.1.2.1 Issue RFPs to collect more data;

- 6.1.2.2 Implement specific solutions agreed to by consensus;
- 6.1.2.3 Recommend no change in operations; or
- 6.1.2.4 Recommend contracting-out.
- 6.1.3 If after the completion of the interest based process no consensus is reached and/or the District believes contracting-out is the desired solution,
 - 6.1.3.1 The Association will have input into any bids let,
 - 6.1.3.2 The District will bargain with the Association as provided in Section 6.2 the impact of the decision, and
 - 6.1.3.3 The Association will have the right to present a minority report to the school board for its consideration.
- 6.2 The Association retains only its right to bargain the impact of the District's decision to contract out if the decision eliminates work or existing classified employee(s).

ARTICLE 7 - CLASSIFICATION AND RECLASSIFICATION OF POSITIONS

- 7.1 Appendix C is a list of the classifications and classification pay grades generally in use as of July 2014.
- 7.2 New Class. If the District creates a new classification, it shall develop a class specification and forward the class specification to the Association at least seven (7) business days before the District presents it to the Pay Grade Evaluation Committee (PGEC). The District agrees to consider the Association's concerns.
- 7.3 Pay Grade Evaluation Committee (PGEC)
 - 7.3.1 Composition. The Committee shall consist of equal numbers of members appointed by the Association and the District. The total Committee members shall be at least four (4) and not more than eight (8).
 - 7.3.2 Committee Actions. Committee members shall be trained in, and employ a position evaluation system designated by the District, which for the term of this contract shall be the Willis System or agreed upon successor. The Committee's decision shall be sent to the Director of Human Resources. If the Director of Human Resources modifies the decision of the PGEC, the Association shall be given notice of the modification and supporting reasons. If the Association does not accept the Director's decision, then it may grieve the decision beginning at Level 2 of the grievance procedure.
- 7.4 Reclassification of Existing Positions
 - 7.4.1 Reclassification. The reclassification process can occur when there is a permanent and substantial change of duties.
 - 7.4.2 Reclassification Process. The District, an employee or the Association may implement the reclassification procedure as follows:
 - 7.4.2.1 The process is initiated by submitting a position description and highlighted changes in job duties and responsibilities. The position supervisor or administrator will attest to the accuracy of the position description or resolve differences or state his/her differences, and submit the request to the appropriate Department Director or Building Administrator.
 - 7.4.2.2 The Department Director or Building Administrator shall review the position description and forward the reclassification request to the Human Resources Department.
 - 7.4.2.3 Human Resources shall review the position description and allocate the position to an existing class, deny the request with appropriate direction to the employee and/or initiating party and Director or Administrator or prepare a new class specification. If the latter, the District shall follow the procedure in 7.2.2.
- 7.5 Appeals of Human Resource Reclassification Decisions
 - 7.5.1 An employee or Association may appeal a reclassification as follows:
 - 7.5.1.1 Employee initiates a written request for review to Human Resources (HR).
 - 7.5.1.2 HR will respond with a letter which outlines employee's responsibilities, time lines, and data to be submitted to HR to process the appeal.
 - 7.5.1.3 The employee must return to HR the completed documents after review by the position supervisor/administrator within two (2) weeks of the date of the letter from HR.

- 7.5.1.4 Upon receipt of an appeal, the HR Director reviews and compares data received to existing class specifications and will make a decision within fifteen (15) days.
- 7.5.1.5 A decision of the HR Director can be grieved only after the grievant and the District have made a good faith effort to resolve their disagreement by using the services of the Employment Relations Board grievance mediation service. If the HR Director's decision is grieved to arbitration, the decision can only be changed if found to be arbitrary or capricious or taken in bad faith or in violation of the law.

7.6 Review

The Association and the District agree that classes and positions in the bargaining unit may be reviewed for appropriate classification and comparison of internal and external wage comparability during the term of this contract upon mutual agreement.

- 7.7 The District and Association acknowledge that market pressures sometimes cause the District to be unable to hire qualified employees in a classification. When this occurs, the parties will address the problem for the affected classification(s) and agree on a solution.

ARTICLE 8 - VACANCIES

8.1 Postings and Interviews

- 8.1.1 Job vacancy postings will include the classification title, work site, pay grade and step, hours, work year, basic qualifications required, any current special position responsibilities and limitations on the duration of the position, if any.
- 8.1.2 The District will post a notice of all job openings for bargaining unit positions on the District Human Resources website. The notices will be posted for a minimum of five (5) business days prior to the date the applications are no longer accepted.
- 8.1.3 All members of the bargaining unit who meet the minimum qualifications may apply for a posted position. A probationary employee may apply only if approved by the Director of Human Resources who will notify the Association of the approval.
- 8.1.4 A selection committee will be used to interview and recommend candidates for half-time to full-time positions. A bargaining unit member will serve on the selection committee.

8.2 Filling a Vacancy

- 8.2.1 The hiring administrator will select the best qualified applicant giving consideration to all internal District candidates and considering seniority.
- 8.2.2 A candidate not selected or granted an interview may request the hiring authority provide an explanation of why he or she was not interviewed for or offered a position.
- 8.2.3 If the employee who was not selected believes he or she was the best qualified candidate, he or she may grieve the terms of Section 8.2 to the Director of Human Resources who will meet with the designated Association representative to resolve the matter. If the matter is not resolved, the Association may submit the matter to be grieved at Level 2 of the grievance procedure. The District's decision shall be final and binding and not subject to arbitration.

8.3 Limited Duration Promotional Opportunity

- 8.3.1 The long-term absence of an employee shall become a promotional opportunity for bargaining unit employees by the following process. A long-term absence is an absence known by HR to be at least six months in length and is a position being held for an absence employee that will be filled during the absence.
 - 8.3.1.1 A vacant position due to a long-term absence may be posted as a limited duration promotional opportunity.
 - 8.3.1.2 The program supervisor has the discretion to select from the list of applicants for the limited duration promotional position or may fill the position with a classified employee working out of range, a substitute, or may redistribute the work.
 - 8.3.1.3 An employee filling a limited duration promotional vacancy shall continue to gain seniority only in his/her classification held before filling the limited duration position and will not accrue seniority in the limited duration position classification.

- 8.3.1.4 An employee in a limited duration position has the right to return to her/his previous position, which may be filled with a substitute if the supervisor believes this adequately fills the position.

ARTICLE 9 - PROBATIONARY PERIOD

- 9.1 New Employee Probationary Period
- 9.1.1 Each new bargaining unit employee as of November 10, 2005, shall serve a probationary period of seven (7) work months.
- 9.1.2 The District shall have the right to terminate a probationary employee at any time during the probationary period for any reason. The District shall not be required to indicate the reason for its termination, nor is the District's termination decision grievable under the terms of this contract.
- 9.1.3 When a probationary employee completes his/her probationary period, he/she shall be considered an employee for all benefits and rights in this contract as of the date the probationary period began.
- 9.2 Probationary employees are not entitled to the following benefits:
- 9.2.1 Paid personal days under Section 13.3, bereavement leave under Section 13.2 subject to OFLA eligibility, and paid jury duty leave under Section 13.6.
- 9.3 No Probation Required
- An employee remains a permanent member of the bargaining unit so long as continuously employed in a bargaining unit position.

ARTICLE 10 - PERSONNEL FILE

- 10.1 Content of Personnel File. An employee's personnel file shall be maintained by the Human Resources Department. The employee's file shall not have any information of a critical nature that does not bear that employee's signature or initials indicating that the employee has been shown the material or a statement by a supervisor that the employee has been shown the material and that the employee has refused to sign or initial such information. An employee shall have the right to attach a written statement of explanation to any material placed in his/her file which the employee believes to be incorrect or derogatory.
- All documents which are used to discipline an employee must be in the personnel file.
- 10.2 Review of Critical Material. If a letter of caution, consultation, warning, admonishment or reprimand is placed in an employee's personnel file, the employee may within six (6) months of the date of the letter, request the supervisor to review the basis for which the letter was written and state whether the employee has made satisfactory progress towards correcting the problem stated in the letter. The supervisor shall acknowledge the employee's request for review in writing.
- If the employee's progress is not satisfactory, the employee may again request a review not more than six (6) months after the first request for review was entered by the supervisor.
- The foregoing shall not prevent a supervisor from initiating a review on his/her own initiative.
- 10.3 Right of Inspection. Upon request by an employee or upon request of an employee's designated representative in a written statement signed and dated by the employee, the employee or designated representative shall have the right to inspect the employee's personnel records. At the request of the employee, the District shall furnish a certified copy of the employee's records and charge the employee for the services at the District's prescribed rate.
- 10.4 Removal of Critical Materials. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel records and shall, upon the employee's request, be removed and destroyed in accordance with the following: (1) Letters must be retained in the personnel file for five (5) years after the date of issuance; (2) If the employee has made satisfactory progress towards correcting the concern(s) and makes a written request to Human Resources that the letter be removed after the five (5) year retention period, the district will remove and destroy the letter; and (3) Letters issued as a result of behaviors associated with boundary violations, sexual misconduct, abuse and/or violence shall not be removed at any time.

ARTICLE 11 - WORKING TIME

- 11.1 Work Hours and Time Schedule. The working hours and schedule for all employees shall be determined by the supervisor or building administrator and approved by the Superintendent or designee. Employees currently scheduled to work Monday to Friday shall not be required to work on weekends, except: (1) voluntarily, unless sufficient numbers of persons in the classification fail to volunteer, or (2) in the event of an emergency.
- 11.1.1 Work Week. A full-time work schedule shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) consecutive eight (8)-hour days or four (4) consecutive ten (10)-hour days, exclusive of the lunch period. To the extent consistent with the operational needs and requirements of the District, employees will be scheduled on a Monday through Friday basis.
- 11.1.2 All paid status time of an employee shall be considered as time worked.
- 11.1.3 Work Beyond Regularly Scheduled Hours. Work time beyond scheduled work hours will be pre-approved in writing, and where pre-approval is not possible, the administrator or supervisor will be informed in writing by the end of the employee's next work day.
- 11.2 Overtime. Overtime means work performed by employees in excess of eight (8) hours in any one day, other than trade time, described below, or forty (40) hours in a week. Notwithstanding the foregoing, if the District adopts a ten (10)-hour day and a four (4)-day week for any of its employees, such employees shall be allowed overtime compensation for employment in excess of ten (10) hours in any one day. The work week begins on Monday and ends on Sunday.
- 11.2.1 Overtime Pay. Overtime will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for such employment.
- 11.2.2 Compensatory Time Off. In lieu of overtime pay and with the approval of the administrator or supervisor, or if budgeted funds are not available for the payment of overtime, an employee will receive compensatory time off at the rate of one and one-half (1-1/2) times the number of overtime hours worked. Maximum accumulated compensatory time shall be sixty (60) hours for full-time employees, and thirty (30) for part-time employees. An employee who has accumulated the maximum compensatory time shall be paid for any additional overtime worked in the next regular pay period. Compensatory time will be recorded daily and/or weekly on a form that is readily accessible to the employee, supervisor and HR.
- 11.3 Trade Time. Trade time is equal time exchanged within the same workweek. Trade time is available by mutual agreement of the supervisor or building administrator and the employee. Employees who are scheduled to take trade time but are unable to do so must notify their supervisor by the next business day and record the actual hours worked on a timesheet.
- 11.4 The terms of Sections 11.2 and 11.3 do not apply to any employee exempt from state and federal overtime compensation requirements.
- 11.5 Shift Differential. An employee whose regular shift includes any hours between 6:00 p.m. and 5:00 a.m. shall be granted one (1) day off with pay annually. This day off with pay shall be in addition to any other paid vacation days or holidays due the employee. This day off with pay shall be taken during a school recess period and at a time mutually agreeable to the employee and the District. An employee must have worked at least six (6) months in the shift described above to be eligible for this shift differential benefit. Employees on the swing shift may take the day off during the winter recess period if mutually agreeable to the employee and the District.

In the event that any existing position is changed during the term of this contract so that the terms of the foregoing paragraph would apply, then the Association has the right to require the District to bargain the amount of any shift differential.

ARTICLE 12 - EMERGENCY SCHOOL CLOSURES AND DELAYED OPENINGS

- 12.1 Duty to Report. When emergency conditions indicate the necessity of school closure for students, generally, all classified employees are required to report for duty, except school based food service personnel, bus drivers, and bus assistants and classified classroom employees who work 196 days or less, and who are primarily assigned to a student contact position. The day will be designated as a hazardous weather day or emergency school closure day.

Announcements not to report for duty carried on local radio stations, television stations, the district website, social media, email or phone calls to the employees shall constitute notification by the Superintendent or designee, unless the District has established a standing order requiring employees in certain classifications or other identified employees to report for duty regardless of radio announcements to the contrary.

- 12.1.1 Exception to Duty to Report. Classified employees will not be required to report to work when the administrative employee group is not required to report to work because of a hazardous weather day or emergency school closure, except as otherwise provided in this Article. Classified employees shall be compensated as though they had worked their regular schedule on days they are not required to work whenever administrative employees are compensated for days they are not required to work.
- 12.1.2 Reporting Time. When schools are closed for a hazardous weather day or an emergency school closure day and classified employees are required to report to work at their regular time, the pay of full-time employees will not be reduced and charges will not be made to personal days or vacation if the employees report to work no later than one (1) hour after their regularly scheduled reporting time. Part-time employees (persons who work less than eight (8) hours per day) will be paid only for time worked.
- 12.1.3 Delayed Start: When the District delays the opening of schools, employees who work 196 days or less are required to report to work in sufficient time to perform their assigned duties, taking into account the adjusted schedule. Employees working ten (10), eleven (11) or twelve (12) months are required to report to work at their regular time.
- 12.1.4 Show-Up Pay. Employees whose time for reporting for duty is before first notification is made not to report to work and who in fact report to work, will be paid for one-half (1/2) of their normal work schedule or two (2) hours, whichever is greater, at the employee's rate of pay.
- 12.1.5 Inability to Reach Work Safely. When conditions are such that it is impossible for an employee to reach his/her assigned work station, the employee shall notify his/her principal or immediate supervisor. An employee who is unable to reach his/her assigned work station will have the option of using unused personal days, compensatory time, or vacation time, if available, or unpaid personal leave.
- 12.1.6 Make-Up. All classified employees who work 196 days or less and who were not required to report for work on a hazardous weather day or emergency school closure day will be required to make up the missed day(s) during or at the end of the school year if an additional work day is scheduled or, if an additional work day is not scheduled, by arrangement with the direct supervisor which may include use of appropriate leave or compensatory time.
- 12.1.7 Extreme Weather Day. When the District deems conditions to be so hazardous that the District does not require employees, other than designated emergency staff, to report for work, the designated emergency staff shall be compensated at the rate of double that employee's regular rate of pay for all hours worked. The day will be designated as an extreme weather day. If budgeted funds are not available, designated emergency staff shall be granted compensatory time off at not less than double time for all hours worked. The scheduling, the nature of the assignments of the designated emergency staff and compensatory time off shall be established by the District.

Employees not expected to report on an extreme weather day will be required to make up the missed day during or at the end of the school year if an additional work day is scheduled, or if an additional work day is not scheduled, by arrangement with their supervisor which may include use of appropriate leave or compensatory time.

ARTICLE 13 - PAID LEAVES

13.1 Sick Leave

- 13.1.1 Amount of Leave. Sick leave is provided in the amount of twelve (12) days a year for student attendance day employees, 192 day employees, 196 day employees and ten (10)-month employees; thirteen (13) days for eleven (11)-month employees; and fourteen (14) days a year for twelve (12)-month employees. A "day" means the number of hours in the employee's regularly assigned workday. An unlimited number of sick leave days may be accumulated.
- 13.1.2 Accrual and usage. All employees shall earn and be credited with two days of sick leave benefits on the first day of their work year. Employees earn the remaining number of sick leave days in hourly increments, based on hours worked (including all accessed paid leave). The sick leave earned in one year may not exceed the maximum annual amounts authorized in article 13.1.1. Only earned sick leave is available for use. Absences due to illness after earned sick leave is exhausted shall be without pay except as provided in section 13.1.6 below.
- 13.1.3 Transfer of Sick Leave
 - 13.1.3.1 Employees who have worked for other Oregon public employers shall, after completing thirty (30) working days in the District, be allowed to transfer all sick leave hours accumulated in another Oregon public employer provided that the amount of sick leave transferred shall not exceed the accumulation carried by the most recent employing Oregon public employer.

- 13.1.3.2 For purposes of determining retirement benefits, employees may transfer an unlimited amount of earned and unused accumulated sick leave from another Oregon public employer.
- 13.1.4 Definition and Uses. Sick leave means absence from duty because of the employee's illness, injury, medical appointments, or serious health condition.
- a) Up to 40 hours sick leave per year may be used to care for an ill or injured family member, regardless of whether such leave is covered by OFLA and/or FMLA. Sick leave may be used for personal illness up to the total hours accumulated.
 - b) Members eligible for FMLA and/or OFLA leave may use accrued sick leave towards an approved FMLA and/or OFLA absence for the following reasons; (1) the birth, adoption or foster placement of a child; (2) the home care of employee's child; (3) to recover from or seek treatment for a serious health condition of the employee; (4) to care for a family member with a serious health condition. See article 13.4 and contact Human Resources for additional information.
 - c) "Family member" means the spouse or same-gender domestic partner of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee, a person with whom the employee was or is in a relationship of in loco parentis, or other person defined as a family member for purposes of serious health condition leave under OFLA.
 - d) For purposes of leave under article 13.1.4 a family member also includes a same or opposite sex domestic partner registered by affidavit in Human Resources.
 - e) Sick leave may be used at the employee's option while on a parental leave of absence under the terms of 13.4
 - f) Employees will attempt to schedule medical appointments outside of work time.
 - g) An employee shall not consider sick leave as a right which allows absence at any time for other than the reasons set forth in this article. Any employee misusing sick leave may be subject to disciplinary action.
- 13.1.5 Proof of Illness. An employee who is absent five (5) consecutive days on sick leave may be required to furnish a statement from his/her attending physician that illness, injury or serious health condition prevents the employee from working. The District may also require medical certification in cases of suspected misuse or to determine if the leave is FMLA/OFLA protected. The District will reimburse the employee for the cost of any medical certification not covered by insurance.
- 13.1.6 Exhaustion of Sick leave. If an employee uses all of his/her sick leave and is still absent from duty because of the employee's illness or injury, the employee may do the following:
- 13.1.6.1 Use other accrued personal days, vacation leave, or compensatory time; or
 - 13.1.6.2 Elect to go on unpaid medical leave in Section 14.2.
 - 13.1.6.3 If an employee elects not to use other available paid leave prior to commencing an unpaid leave under Section 14.2, he/she may not subsequently elect to use it during the unpaid leave.
 - 13.1.6.4 Apply for sick leave bank days under Section 13.1.7.
- 13.1.7 Sick Leave Bank. The Association can establish and manage a paid sick leave bank for employees. The purpose of the sick leave bank shall be to extend to those employees additional paid sick leave days should a long-term illness or injury exhaust the employee's accumulated sick leave. The Association shall establish rules and regulations to govern the sick leave bank which meet these conditions.
- 13.1.7.1 Employees' participation in the sick leave bank shall be voluntary.
 - 13.1.7.2 The maximum annual contribution of paid sick leave days to the bank by an employee shall be two (2) days.
 - 13.1.7.3 The maximum number of sick leave days in the bank shall be six hundred (600) and can only be increased by mutual agreement of the District and Association.
 - 13.1.7.4 Employees shall only be eligible for use of sick leave bank days after they have exhausted all their available individual sick leave, vacation leave, miscellaneous leave, or compensatory time. Sick leave bank days will begin after an employee has been on unpaid leave for five (5) consecutive days.
 - 13.1.7.5 Sick leave bank days shall only be used by employees who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a long-term illness or injury.
 - 13.1.7.6 The maximum number of consecutive sick leave bank days an employee can use is seventy (70) days. An employee is not eligible for sick leave bank days if the employee is receiving compensation under Worker's Compensation, long-term disability, or PERS disability.

- 13.1.7.7 All paid sick leave days contributed to the sick leave bank shall be deducted by the District from the contributor's sick leave account at the time of contribution. Such contributions are irrevocable and shall remain in the bank.
- 13.1.7.8 The Association shall provide the District a list of sick leave bank contributors and users and a copy of the established rules. The District will honor withdrawals from the sick leave bank upon proper certification by the Association.
- 13.1.7.9 The District and Association shall work cooperatively to implement the sick leave bank.
- 13.1.8 Termination of Employment. Except as provided by law, all sick leave benefits shall cease and shall be forfeited upon termination of employment.
- 13.1.9 Notice of Accumulated Sick Leave. The District will regularly notify each employee of the accumulation of sick leave.
- 13.1.10 Occupational Illness or Injury
 - 13.1.11.1 Employees who sustain an injury or illness compensable by Worker's Compensation, and who are unable to perform their regular duties, will be paid the difference between their regular salary and their compensation insurance benefits for the total lost time for a period up to their accumulated sick leave; provided, however, employees who have accumulated more than thirty (30) days sick leave at the time the leave begins shall have the option of not receiving sick leave pay after they have received thirty (30) days sick leave pay according to this section.
 - 13.1.11.2 When an employee is absent from work as a result of a Worker's Compensation claim, but the claim is finally determined as denied, the employee shall be considered as on a long-term medical leave under Section 14.2 and the time absent during the claim commencement and final determination shall be deducted from eligibility provided in that section.
 - 13.1.11 Other Use of Sick Leave
 - An employee may use paid sick leave for purposes other than described in Sections 13.1.4 and 13.4 as provided by state and federal law.
- 13.2 Bereavement. An employee shall be allowed up to five (5) days absence for the death of and/or services for a family member as defined in Article 13.1.4.c and 13.1.4.d, as well as the employee's brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a person with whom the employee has a similar relationship to any of the preceding immediate family members or child who has been or now is a member of the immediate household. The days need not be consecutive. This absence must be approved by the Director of Human Resources or designee.
 - 13.2.1 In addition to the number of days' absence allowed, the Director of Human Resources may, because of extenuating circumstances, grant an employee up to an additional two (2) days of bereavement leave.
 - 13.2.2 As provided in Article 13.4, OFLA-eligible employees may take additional paid or unpaid leave for bereavement. Such leave is in addition to the leave in 13.2.3.
- 13.3 Personal Days. An employee shall be granted up to two (2) days of paid personal leave during each fiscal year. The leave may be taken in hourly segments. Personal days can be used for any reason except may not be taken to extend school holidays or vacation periods unless approved in writing by the Human Resources Director or designee based on exceptional circumstances. The leave must be scheduled with the employee's supervisor at least twenty-four (24) hours in advance except for unavoidable emergencies. The administrator/supervisor shall approve the leave unless the leave will interfere with the effective and efficient delivery of the educational program and related support services. Examples include: when a substitute is not available or two or more employees in the same building request leave on the same day and the school cannot reasonably reallocate critical duties. Concerns about use of leave may be appealed to the Human Resources Director or designee. Upon termination unused days are not compensated.
- 13.4 Parental Leave for the Birth or Adoption of a Child
 - 13.4.1 Conformance. The District will provide parental leave as required by state and federal law. In the event of conflict, the provisions of law shall apply.
 - 13.4.2 Application. This Article is applicable to all bargaining unit members, except employees employed fewer than ninety (90) working days prior to the first day of parental leave, new seasonal and temporary employees.
 - 13.4.3 Length. The maximum leave shall be twelve (12) weeks from the birth, adoption or placement of a foster child.

- 13.4.4 Use of Available Paid Leave. Parental leave is unpaid except as provided below.
 - 13.4.4.1 Any employee who has unused vacation leave or compensatory time at the time his/her parental leave begins, shall use this accumulated paid leave during the course of the parental leave.
 - 13.4.4.2 An employee may also use sick leave as provided in Section 13.4 or any other accumulated paid leave during the time of the parental leave, but is not required to do so.
- 13.4.5 Procedures
 - 13.4.5.1 At least thirty (30) days prior to expected delivery, adoption or foster placement date, the employee shall submit a written request for parental leave on a form provided by the District.
 - 13.4.5.2 When an employee is unable to give the District thirty (30) days notice but has some advance notice of the need for leave, the employee must give as much advance notice as practical. When the need for leave is unforeseeable, and employee must give verbal or written notice within twenty-four (24) hours of the start of the leave.
 - 13.4.5.3 If the employee fails to give notice, then the District may require the leave to commence at a time up to three (3) weeks after the notice and reduce the leave term by up to three (3) weeks.
- 13.4.6 Return to Duty. The employee shall be returned to his/her former position if the job still exists, or if eliminated, then to any other position which is available and equivalent.
- 13.4.7 Break in Service. The first twelve (12) weeks of parental leave shall not constitute a break in service and the employee shall be credited for seniority purposes, with the time on leave as if worked. The employee will not be credited for sick leave or vacation leave for the time on unpaid parental leave in excess of four (4) weeks.
- 13.4.8 Employees shall be granted up to three (3) more months of unpaid parental leave under the same terms and conditions as long duration personal leave as provided in Section 14.1.1.2.

13.5 Family Medical Leave (OFLA/FMLA)

- 13.5.1 Coordination of State and Federal Leave Law with Articles 13 and 14. The District and the Association intend to coordinate an employee's rights under Articles 13 and 14 with state and federal family leave law in a manner that assures no loss of the employee's rights under Articles 13 and 14 and the employee's rights under state and federal law on family and parental leave. (Please complete a Family Leave form provided by the Human Resources Department for your family leave provided by this section.)
- 13.5.2 Family Member Definition. Family member is defined by OFLA.
- 13.5.3 Family Leave Purposes. An employee can take family leave for: (1) the birth, adoption, or foster placement of a child; (2) the home care of employee's child; (3) to recover from or seek treatment for a serious health condition the employee; (4) to attend to a family member with a serious health condition; or (5) deal with the death of a family member.
- 13.5.4 Family Leave Duration. The employee may be eligible for extended paid or unpaid leave under Sections 13.5.1 and 13.5.2 for a total of twelve (12) weeks during any fiscal year (July 1 through June 30) beginning with the first day of leave taken except as provided by law. (Please note the law is complex and individual cases will be addressed by the Human Resources Department.)
- 13.5.5 Use of Paid Leave. An employee may use his/her accrued paid sick leave to attend to the birth, adoption, foster care, or home care of his/her child, or to care for a family member with a serious health condition after the employee has used all his/her accrued paid personal days under Section 13.2.2. An employee may use his/her paid sick or personal days to deal with the death of a family member.
- 13.5.6 District Benefit Contribution. The District shall make its monthly contribution toward the benefits of a member for the period the member is eligible for leave in Section 13.5.

13.6 Jury Duty

- 13.6.1 Pay. If an employee is called for jury duty, he/she shall be paid his/her regular pay for jury duty time he/she is required to be present by the court. Witness fee checks payable to the employee shall be endorsed by the employee and made payable to the District. Mileage reimbursements made by the court may be retained by the employee. All fringe benefits shall remain in effect.

- 13.6.2 Substitutes. The District will provide a substitute only for the time an employee is required to be present by the court, in accordance with the established procedure for employee's absences. (Except probationary employees, see Article 9.)
- 13.6.3 Swing Shift Employees. Employees working a swing shift who attend jury duty shall be paid for their jury duty time under the following conditions. If the employee has jury duty after 12:00 noon that day, then the employee will call his/her supervisor or designee between 10:00 a.m. and 12:30 p.m. that day. When the supervisor is called, the employee need not report to work and will be paid for their regular work hours on that day. If the employee's supervisor is not called, then the employee shall report to work at his/her regular time.
- 13.6.4 Excuse Requests. Employees called for jury duty will be expected to serve as jurors during the period for which they are summoned. However, excuse from jury duty may be requested for an employee when the absence of the employee for a prolonged period of time will have an unusually adverse effect upon the District, or when, in the opinion of the District, the nature of the employee's assignment is such that it is impossible to provide an adequate substitute.
- 13.7 Court Appearance. No deductions shall be made from an employee's wages for required appearances in court or before any government body. However, employees who initiate a cause of action or are convicted defendants may not utilize this provision. Any remuneration to a witness derived from such appearances shall be endorsed to the District.
- 13.8 Military Leave
 - 13.8.1 Military leaves shall be allowed in accordance with federal and state laws relating to such leaves.
 - 13.8.2 During a period of military conflict, an employee who is a spouse or domestic partner of a member of the Armed Forces of the United States, The National Guard, or the military reserve forces, who has been notified of an impending call or order to active duty, or impending leave from deployment is entitled to a total of fourteen (14) days of unpaid leave per deployment before deployment and/or during leave from deployment. An employee who intends to take leave must provide the District with notice of their intention within five (5) business days of receiving official notice of an impending call or order to active duty. An employee who takes leave authorized under this section may choose to substitute any accrued leave to which the employee is entitled for any part of the leave. Military family leave counts against an employee's general OFLA leave entitlement. See 13.4.
- 13.9 Professional Training Leave. Short-term leaves may be granted for the purpose of participating in job-related training. These leaves may be authorized by the Superintendent or designee, upon the recommendation of the employee's supervisor. Factors to be considered will be the extent to which an employee's services to the District will be enhanced by the experience and the loss the District will suffer by his/her absence. The District may grant longer term or unpaid professional leaves.
- 13.10 Notice to Supervisors. An employee who wishes to be absent from work must secure authorization from his/her supervisor prior to the absence. If an emergency, such as critical illness or severe injury, prevents an employee from requesting leave in advance, the employee will notify his/her supervisor of the reason for the absence as soon as possible.
- 13.11 Non-Exemption. Employees on leave shall not be exempt from layoff or reduction in hours.

ARTICLE 14 - UNPAID LEAVES

- 14.1 Unpaid Personal Leave
 - 14.1.1 Short Duration. Personal leave of a short duration (less than one (1) month) shall be granted by the Superintendent or designee, provided that the Superintendent or designee determines that such leave will not negatively affect the program of the District. The employee shall be returned to the position he/she held when the leave began. All benefits shall continue as if the employee were in a paid status.
 - 14.1.2 Long Duration. Employees who have worked for three (3) consecutive years shall be granted a leave of absence without compensation for up to one (1) year for personal reasons, provided the Superintendent or designee determines that such leave will not negatively affect the program of the District. Request for such a leave may be submitted at any time during the year. Step increases, sick leave, seniority, credit toward qualification for retirement pay or longevity pay, and vacation will not be earned for the period of the leave.

The conditions under which a person may return from personal leave will be determined by the Superintendent or designee at the time of approval of the leave. The return to work conditions will be given to the employee in writing. The employee will be returned to his/her prior position except in the event a qualified substitute is not available to fill the position during the leave. An attempt will be made to return the person to the same position or one of

comparable status in the event a qualified substitute is not available. An employee returning from a personal leave must work for three (3) full consecutive years before being eligible for another long duration personal leave.

- 14.2 Long-Term Medical Leave of Absence. A non-probationary employee shall be granted an unpaid leave of absence after the employee has used all his/her sick leave, personal days, vacation and compensatory time when the employee's health or physical condition makes it impossible for the employee to properly discharge his/her duties. Step increases, sick leave, seniority, credit toward qualification for retirement pay or longevity pay, and vacation will not be earned for the period of the leave.
- 14.2.1 Length of Leave for Employees with thirty-six (36) Months or Less of Employment. The leave shall not exceed three (3) months for an employee whose present continuous period of work is twelve (12) months or less. The leave shall not exceed six (6) months for an employee whose present continuous period of work is twenty-four (24) months or less. The leave shall not exceed nine (9) months for an employee whose present continuous period of work is thirty-six (36) months or less.
- 14.2.2 Length of Leave for Employees with more than thirty-six (36) Months of Employment. The leave shall not exceed twelve (12) months for an employee whose present continuous period of work is more than thirty-six (36) months.
- 14.2.3 Return from Leave. Upon return the employee will be placed in his/her original position provided the District is able to fill his/her position with a qualified substitute as it is normally able to do. If a qualified substitute is not available then the District will place the employee in any vacant position for which the District determines the employee is qualified, and will place the employee in the first vacant position in his/her original position classification. If the employee is still unable to return to work after the unpaid leave in article 14.2 then the District may terminate the employee and the employee will be given the opportunity to reapply for employment.
- 14.2.4 Medical Insurance
1. Employees enrolled in district insurance who take unpaid leave of absence, other than OFLA or FMLA leaves, will have the opportunity provided by federal law (COBRA) to enroll in health care continuation coverage through plans covering active members.
 2. For an employee on a long-term medical leave under Section 14.2.2 who elects COBRA coverage, the classified reserve fund shall pay upon request of the employee, up to 75% of the reserve's insurance cost for COBRA coverage based on the employee's FTE at the time of leave, provided the employee pays the employee's portion in a timely manner. The employee shall pay the remainder of the cost.
 3. Employees eligible for leave under Section 14.2.1, who elect COBRA continuation coverage, will self-pay for such coverage.
- 14.3 Leave to Attend Criminal Proceeding. The District will provide, upon reasonable advance notice by the employee, leave for an employee who is a crime victim, to attend criminal proceedings as required by ORS 659A.190.
- 14.4 Leave for Victims of Domestic Violence, Sexual Assault or Stalking. The District will provide, upon reasonable advance notice by the employee, leave to an eligible employee who is the victim of domestic violence, sexual assault or stalking, or the parent of a minor child who is a victim, as required by ORS 659A.270-ORS 659A.285.
- 14.5 Insurance Coverage. The district shall permit employees on approved unpaid leaves of absence to pay premiums for their medical, dental and long-term disability insurance at the District's group rate to the extent and in the manner allowed by the insurance carriers.

ARTICLE 15 - JUST CAUSE/REPRESENTATION

- 15.1 No employee shall be disciplined without just cause. For the purpose of this Article, discipline shall include written warnings and reprimands (excluding evaluations) placed in the employee's personnel file, suspension and discharge (including suspension and discharge for performance reasons).
- 15.2 When an employee will be subject to any discipline described in Section 1 of this Article, he/she shall be advised or notified that he/she may seek representation before proceeding further.
- 15.3 Duty of Fair Representation. The Association shall represent all classified employees in the School District within the bargaining unit equally and without discrimination. The Association agrees to indemnify, defend, and hold the District harmless against any claim, demand, suit, or liability (monetary or otherwise) arising from any action taken or not taken by the Association with respect to its duty of fair representation.

- 15.4 Personal Life. The Board of Directors recognizes that the personal life of an employee is not an appropriate concern of the board or of the administrative staff, except as it may affect the employee's work performance, student relationships, the operation of the school district, or except as it may impinge on statutory responsibilities of the School Board.
- 15.5 Nondiscrimination. The provisions of this Agreement shall be applied equally to all employees in compliance with the applicable law against discrimination as to race, color, creed, sexual orientation and gender identity, national origin, age, sex, marital status, religion, veteran or military status, or disability.

ARTICLE 16 - CONCERTED ACTIVITIES

- 16.1 The Association and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work during the term of the contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, or discharge, may be taken by the District against any employee or employees engaged in a violation of this paragraph. Such disciplinary action or discharge may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.
- 16.2 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in paragraph 16.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.
- 16.3 If the Association gives the District notice of intent to strike or if the Association or any employee commits any act prohibited in, or fails to perform any act required by this Article, the District will not be obligated to comply with provisions of Article 4 of this Agreement.

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 eighty dollars (\$1080.00) for the period October 2018 through September 2019. For the period of October 2019 through September 2020, the district monthly insurance contribution shall be one thousand and ninety-five dollars (\$1095.00). For the period of October 2020 through September 2021, the district monthly insurance contribution shall be eleven hundred and five dollars (\$1105.00).
- 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 twenty-five dollars (\$925.00) for the period October 2018 through September 2019. For the period of October 2019 through September 2020, the district monthly insurance contribution shall be nine hundred and forty dollars (\$940.00). For the period of October 2020 through September 2021, the district monthly insurance contribution shall be nine hundred and fifty dollars (\$950.00).
- 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 2018 through September 2019. For the period of October 2019 through September 2020, the district monthly insurance contribution shall be seven hundred and twelve dollars and seventy-five cents (\$712.75). For the period of October 2020 through September 2021, the

district monthly insurance contribution shall be seven hundred and twenty-two dollars and seventy-five cents (\$722.75).

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.

17.2 Long-Term Disability Insurance. The District shall provide a Long-Term Disability Insurance Program.

17.3 Disabled Employees. See Section 14.2.5.

17.4 Employees on Unpaid Leave. See Section 14.

17.5 Section 125 Flexible Spending Accounts

Employee expanded use of section 125 flexible spending accounts will be determined by the District/Association JBC, consistent with the terms of a December 17, 1999, memo from the District to the Association on section 125 flexible spending accounts. Any net District FICA savings as determined by the formula in the December 17, 1999, memo in excess of twenty two thousand three hundred eighty one dollars (\$22,381.00) per year shall be transferred to the JBC reserve fund in section 17.6.

17.6 Joint Insurance Committee

The parties will establish a standing joint committee on insurance with up to four (4) members appointed by the Association and up to four (4) members appointed by the District. The Association and the District representatives on this committee have the authority to act as delegated to them by the Association and District respectively. All JBC decisions shall be by consensus agreement. If at any time the cost of employee insurance exceeds the limits on the District's total contribution for insurance set by this Article, the committee will, subject to the Association and District approval, adjust the benefit program to fall within the limit of the District's total insurance contribution. If the District and the Association do not agree on the adjustment to the benefit program or the use of the medical insurance reserves, and if additional money is needed to continue the benefit program, the Association shall agree to an increase of the amount contributed by its members to maintain the benefit program. The committee will manage those medical insurance reserves that began accumulating after October 1, 1987, subject to the approval of the District and Association. Amounts accumulated in the reserve fund over two million, seven hundred and fifty thousand dollars (\$2,750,000), based on the year-end reconciliation, will revert to the District general fund; provided, however, that should members be offered composite rates, amounts over one million five hundred thousand dollars (\$1,500,000) will revert to the District general fund.

17.7 The District retains the sole discretion to select the insurance carriers.

17.8 The JBC shall select a bargaining unit member to serve as Benefit Coordinator who shall perform duties and have working conditions and be compensated as described in Appendix H.

17.9 Health Savings Account.

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 18 - OTHER BENEFITS

18.1 Eligibility

18.1.1 Monthly Eligibility

An employee who is in a paid status for thirty percent (30%) or more of his/her regular work days in any calendar month, shall be eligible for all benefits provided for in this Article and in Section 13.1 - sick leave.

18.2 Holidays

18.2.1 General Eligibility

An employee who is in a paid status on his/her last regular work day before or after a holiday shall be eligible for the holiday pay.

An employee in a position which has a less than twelve (12)-month work year is not eligible for Independence Day holiday pay unless the employee is in a paid status the day before or after Independence Day. This is not intended, nor may it be construed to modify eligibility of a seasonal employee to that holiday.

18.2.2 Paid Holidays

The following shall be paid holidays for all eligible employees:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day Following Thanksgiving
Day Prior to Christmas *
Christmas Day
New Year's Day
Martin Luther King Day *
Memorial Day

*Applicable only to twelve (12)-month employees.

18.2.3 Holiday Compensation

An employee in the bargaining unit shall be compensated for the holiday as though that employee had worked a regular schedule for the day. Any employee who is required to work on any contract-designated holiday shall be compensated a total of two and one-half (2-1/2) times the employee's regular rate of pay for the hours worked or receive compensatory time at a total of two and one-half (2-1/2) times the hours worked.

18.2.4 Holidays on Weekends

If any of the holidays designated in Section 18.2.2 falls on a Sunday, the holiday shall be observed on the following Monday not itself a holiday designated in Section 18.2.2. If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday not itself a holiday designated in Section 18.2.2.

18.3 Vacation

18.3.1 Eligibility

18.3.1.1 Each twelve (12)-month work year employee shall earn the following annual paid vacation after each month worked for the District:

During the first four (4) years of paid status time, five-sixths (5/6) of a day,
After four (4) years of paid status time, one and one-fourths (1-1/4) of a day,
After fourteen (14) years of paid status time, one and two thirds (1-2/3) of a day.

18.3.1.2 During the probation period the employee is credited with vacation, but it is not an earned right until after completion of the probationary period.

18.3.2 Use of Sick Leave During Vacation

If an employee becomes ill during his/her vacation, the days of illness may be exchanged for an equal amount of sick leave on the condition that the employee's immediate supervisor or the Human Resources office is immediately notified of the illness. No more than five (5) vacation days may be exchanged for sick leave without a physician's statement explaining the illness or injury which would have entitled the employee to sick leave according to the District's sick leave policy.

If an employee is prevented from beginning his/her vacation because of illness, he/she shall immediately notify the Human Resources office and vacation time shall be changed to sick leave.

18.3.3 Employee Previously Working Less Than Twelve (12) Months

An employee working in a less than twelve (12) month position in the District who moves to a twelve (12)-month position shall be credited with years of continuous District employment status (paid and unpaid) since most recent date of hire.

18.3.4 Prior Approval and Reporting

Vacation time must be approved by the employee's immediate supervisor and the Superintendent or designee prior to the vacation time beginning. Vacation time shall be reported on the absence report in the same manner as other days away from work.

18.3.5 Notice of Vacation Days

The District will give employees regular notice of their vacation day balance.

18.3.6 Pay for Unused Vacation

Employees who resign after giving notice, or who are terminated shall be paid for any vacation which they have earned at time of resignation or termination.

18.3.7 Scheduling Vacation

Twelve (12)-month employees shall be encouraged to take their vacations between June 15 and August 15 of each calendar year. The Superintendent or designee shall have the power to approve vacations at other times when he/she finds the other times do not interfere with the operation of the District's programs.

18.3.8 Vacation Accumulation

Vacation leaves shall not be cumulative unless the Superintendent or designee approves the accumulation. The approval shall be granted if the Superintendent or designee finds the vacation was not taken because of the "needs" of the District. No accumulation shall be allowed beyond the fiscal year following the fiscal year the vacation time accrued unless the employee was unable to take the vacation time that year due to the "needs" of the District. In the latter case, the District may elect to pay the employee an amount equal to the pay he/she would be paid while on vacation or to allow the employee vacation time during the subsequent fiscal year.

18.3.9 Change of Positions from Twelve Months to Less than Twelve Months

Prior to the District making a final decision to reduce a current twelve (12)-month bargaining unit position to less than twelve (12) months, it shall notify the Association. If the Association demands that the decision and impact of the decision be bargained, then the District shall enter into bargaining; however, if the bargaining comes to an impasse, the final decision on the reduction and any modification in working conditions as a result of the reduction shall be the final decision of the District's School Board. The Association agrees to be bound by the School Board's decision.

If a twelve (12)-month employee has his/her position reduced to less than twelve (12) months, then the employee can use his/her seniority as determined in Section 24.3 to retain a twelve (12)-month position in the same classification.

ARTICLE 19 - COMPENSATION/RELATED MATTERS

- 19.1 Compensation. The compensation schedules for 2018-19, 2019-20, 2020-21 and the reopener for years four of this Agreement are contained in the attached Appendix A. The District and the Association recognize that the District may need to increase hourly wages due to labor market conditions. Any District proposal to increase wages will be subject to the parties' duty to bargain.
- 19.2 Initial Placement. At the time of the first hiring of an employee, the District shall designate the proper placement of the individual on the appropriate salary/wage schedule on the basis of the employee's experience, qualification, and placement of current employees in the same classification.
- 19.3 Step Advancement in Grade. Step advancement within the employee's pay grade shall be dependent upon satisfactory service. The District may withhold an employee's advancement where, in the opinion of the District, satisfactory service has not been performed as indicated in the current year's evaluation. If advancement is to be denied, the District will, by May 30, do the following: (1) complete the evaluation on which the employee's step advancement is denied in time to give the employee reasonable opportunity to improve his/her performance and (2) give the employee written notice that he/she will not advance in pay grade. Except for employees on the top step of their classification, all employees not so notified shall be advanced one step as provided under the terms of this Article. An employee may challenge a decision not to be advanced through Level 2 of the Grievance Procedure. The advancement of all employees who are qualified to be advanced, and who have been employed prior to January 1, shall be effective on the first day of the employee's work year except as provided in Appendix C.
- 19.4 Compensation When Promoted. An employee promoted to a classification on a higher pay grade shall be placed on the step of the pay grade which will provide a proper pay raise considering current grade and step, normal advancement thereon and other relevant factors. Normally this placement should be the step which provides an increase above that being presently earned.
- 19.5 Involuntary Demotions
- 19.5.1 Poor or unacceptable work -- An employee involuntarily demoted for poor or unacceptable work to a lower classification shall be placed on the lower class pay grade and step corresponding to that which the employee was placed when in the higher classification.

19.5.2 Other than Poor Work -- An employee involuntarily demoted for any reason other than poor or unacceptable work, shall receive the same rate of pay as he/she received immediately before the demotion during the first year the employee is in the lower classification. Commencing with the second year in the lower classification the employee shall be placed on the step of the lower pay grade using the employee's total District paid status time to make that determination. This provision does not apply to Reduction in Force in Article 24.

19.6 Voluntary Demotion

An employee voluntarily demoted to a lower classification shall be placed on that lower classification's range and the step corresponding to that which the employee was placed when in the higher classification.

Special Circumstances. If, to comply with the provisions of this section, other employees in the class to which the employee moved would be materially damaged because of their greater service and experience in that class, the District and Association can mutually agree on a solution to alleviate the damage, but which will not be binding on either party in future situations that arise.

19.7 Working Out of Range

19.7.1 Within Bargaining Unit

Any employee assigned by an authorized administrator to perform substantially the same duties of a higher-paid position within the classified bargaining unit for more than five (5) consecutive working days or a total of fifteen (15) working days in a fiscal year, shall be considered to be working out of range. An employee so assigned shall be paid on the higher classification range, at the step level rate next above his/her present rate of pay or two and one-half percent (2.5%), whichever is higher beginning on the first working day after the fifth (5th) consecutive working days or total of fifteen (15) working days in a fiscal year have been completed.

19.7.2 Outside Bargaining Unit

Employees who agree to perform the duties and responsibilities of a District position not in the Association bargaining unit shall be eligible for a temporary pay adjustment increase up to ten percent (10%) or be placed on the salary schedule of the position. The employee shall be eligible for professional training leave under section 13.8 and the terms of the leave shall be as provided in Article 14 except that three (3) consecutive years of District employment is not required for a long duration leave.

19.8 Call Back

19.8.1 Minimum Time Paid. Any employee who has left work after completing his/her regular working day and who is subsequently called back to the District or who is called back to the District on a Saturday or Sunday, shall be paid a minimum of two (2) hours for the work for which they are called back.

19.8.2 Mileage. An employee who has left work after completing his/her regular working day and who is subsequently called back to the District to work shall be paid mileage at the rate paid District administrators for miles traveled between the employee's home and the assigned work place to which the employee is required to report, but in no event shall the distance reimbursed be more than thirty-two (32) miles for each occurrence.

Employees called to work on Saturday or Sunday are eligible to be paid for mileage under this provision unless they are regularly assigned to work on those days.

19.8.3 Travel Time. An employee who has left work after completing his/her regular working day and who is subsequently called back to the District to work shall be compensated for the reasonable travel time between employee's residence and the assigned work place to a maximum of not more than the time to travel thirty-two (32) miles for each call back.

19.9 Show Up Pay. The provisions of Section 12.1.3 apply to any employee reporting for assigned work hours.

19.10 Longevity Pay. Employees will receive a lump sum longevity payment as provided below in addition to longevity step compensation described in Appendix C.

19.10.1 On the fifteenth (15th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to three percent (3%) of their annual salary for the fiscal year in which payment is made, provided that the payment shall not exceed five hundred dollars (\$500.00).

19.10.2 On the twentieth (20th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to five percent (5%) of their annual salary for the fiscal year in which payment is made, provided that the payment shall not exceed one thousand dollars (\$1,000.00).

- 19.10.3 On the twenty fifth (25th) anniversary of their date of hire, employees will receive a one-time longevity payment of fifteen hundred dollars (\$1,500.00).
- 19.11 Travel Allowance. All classified employees who are required, in the course of their work, to drive personal vehicles to conduct authorized school business shall be paid mileage at the prevailing IRS rate. Examples of activities which do not qualify as authorized school business are travel to another duty station established at the written request of the employee, and attendance at workshops when attendance is voluntary.
- 19.12 Payroll Matters
- 19.12.1 Formula
- The base payroll formula for all but student attendance day employees is the sum of the number of paid contract days x the employee's scheduled hours x the employee's hourly rate, divided by 12 checks. For the period of this contract, food service employees working student attendance days only will be paid on this basis, but will receive 10 checks rather than 12. Variances in time worked that affect pay will be recorded on and paid according to a timesheet.
- Transportation employees working student attendance days only will be paid based on a timesheet method over 10 months.
- Add on assignments will be paid on a timesheet basis.
- 19.12.2 Payroll Cut-off
- When feasible, payroll cutoff will not occur prior to the fifteenth (15th) of the month. However, the District may modify the payroll cutoff date when, in the District's judgment, such modification is appropriate to facilitate conduct of the District's business. Paychecks will be deposited or mailed on the last business day of the month.
- 19.12.3 Final Paycheck
- An employee who quits or resigns with five (5) days' written notice to Human Resources will be provided his/her final paycheck within five (5) days of employment termination. An employee who quits without such written notice to Human Resources will receive his/her final paycheck within 20 days of employment termination. When the District discharges an employee, payment will be made within five (5) days. Payment may be made by mail, picked up by the employee, or by direct deposit depending on the circumstances. "Days" in the Article means business days.
- 19.13 Professional Education Program
- 19.13.1 A Professional Education Program (PEP) Fund for classified employees will be implemented. The program will include job-related training activities, tuition reimbursement, registration or materials costs, and conferences and workshops which may be offered through the District.
- The District provides \$15,000.00 each fiscal year for employee-initiated professional development for members.
- 19.13.2 The Joint Labor Management (JLM) committee will meet to establish goals, review account balances provided by the classified benefits coordinator, and set written guidelines for the administration of funds, including the distribution of funds and changes to reimbursement levels. Periodic meetings will be held to carry out such activities. JLM recommendations and/or decisions shall be neither grievable nor arbitrable.
- 19.14 Tools and Uniforms
- 19.14.1 Tool Allowance. Following each fiscal year, the District shall pay in July an amount up to twenty percent (20%) of the total cost of tools as determined by the District's schedule of cost for mechanics and maintenance employees, and which are required by the employee for use in his/her employment with the District. This sum is to compensate the employee for the replacement of his/her tools.
- 19.14.2 Proration of Tool Allowance. The amount of tool allowance paid to those individuals who begin employment after July 1 but prior to January 1, or who have extended leaves of absence, exclusive of paid vacation or sick leave, in excess of twenty-one (21) working days during the fiscal year shall be paid an amount equal to fifteen percent (15%) of the total cost of tools as determined in 19.14.1 above.
- 19.14.3 Shoe Allowance. The District will provide an annual allowance of fifty dollars (\$50.00) for all food service staff required to wear nonslip shoes on the job who are employed as of September 15. Payment will be made in the September paycheck. New hires will receive the allowance in the employee's first paycheck after hire.

- 19.14.4 Laundry Service. Each year the District shall provide laundry service for District-furnished Transportation and Maintenance Department uniforms.
- 19.14.5 Exceptions to Tool Allowances. Individuals leaving employment of the District before completing the full year shall have the allowance paid in their final paycheck.

19.15 Certificates, Licenses, and Physicals

The District shall pay the cost of any employee's special license and qualification test fees beyond those for the basic license required by the State of Oregon for the employee to perform his/her job with the District. Each employee shall obtain and maintain in good standing at his/her own expense all other certificates and licenses required by law as a condition of his/her employment, except that the District shall pay the cost of any physical examination requested by the District or required by the law for the employee to maintain his/her license to carry on his/her occupation with the District on the condition that the physical examination shall be given by physicians designated by the District.

19.16 The District shall make a monthly District paid tax sheltered annuity (TSA) contribution. The District paid TSA contribution amount will be one and three quarters percent (1.75%) of the employee's monthly bargaining unit position(s) wages. To be eligible for the District paid TSA contribution, the employee must contribute point seven five percent (.75%) of the employee's monthly bargaining unit position(s) salary and complete the following necessary steps.

- 19.16.1 Set up a TSA account with one of the three authorized District providers. This must be completed prior to Step 2.
- 19.16.2 Complete the District TSA contribution form which is available in Financial Services or on the financial services website.
- 19.16.3 Return the completed District form to the District Financial Services Department. Completed forms received by the 15th of a month will be processed for payment the same month.

ARTICLE 20 - RETIREMENT

20.1 Supplemental Retirement Benefits

20.1.1 Pre-Retirement Program

The District shall provide time off with pay to classified employees eligible for retirement to attend District sponsored pre-retirement programs. The participants shall be furnished information materials at District expense. The District shall consult with the Association about the content of the program.

20.1.2 Retirement Benefits

Employees, who retire from the District after ten (10) consecutive years of regular employment with the District and meet the PERS requirements for receiving the system's regular retirement benefits of Tier One age 58, Tier Two age 60 or OPSRP age 65 or an earlier age with 30 years of PERS service, will receive a lump sum payment. The amount of the payment will be two thousand dollars (\$2,000.00) for an employee with ten (10) consecutive years of regular District employment, three thousand dollars (\$3,000.00) for an employee with twenty (20) such years, and four thousand dollars (\$4,000.00) for an employee with thirty (30) or more consecutive years of regular employment with the District.

20.1.2.1 OPTION TWO: An employee eligible for the lump sum payment in Article 20.1.2 who retires on or before June 30, 2023 may, in lieu of the lump sum payment, elect a District paid monthly contribution shall be three hundred seventy-five dollars (\$375.00). During the term of this contract, the District and Association agree to the use of the insurance reserve fund in section 17.6 in the amount of twenty-five (\$25.00) per month as additional dollars for retiree insurance unless the JBC agrees to change the amount contributed from the insurance reserve fund. Under no circumstances will the District make premium payments for an employee's spouse who reaches sixty-five (65) years of age or qualifies for Federal Social Security Medicare coverage, whichever occurs first. However, if the employee qualified for a District-paid insurance contribution under section 20.3.6.2 or under section 20.3.7.3, then the thirty-six (36) months of eligibility for the District insurance contribution shall be tolled until the month following termination of the re-employed retired employee. If an eligible employee waives the District retiree insurance program, then the District's insurance contribution will not be made during the term of the waiver. The District and the classified insurance reserve fund will not make any contributions to an employee or spouse under the terms of this paragraph after June 30, 2016. Article 20.1.2.1 expires at midnight on June 30, 2026.

20.1.2.2 OPTION THREE: An employee fifty-seven (57) years or older who has ten (10) or more consecutive years of regular employment, see section 20.1.2, with the District who meets all the requirements of 20.1.2 except for being eligible for the regular PERS retirement benefit, and who retires on or before June 30, 2023, may choose to have the District monthly insurance contribution of three hundred and seventy-five (\$375.00) plus twenty five (\$25.00) from the reserves paid in any consecutive monthly period from retirement to the earlier of age sixty-five (65) or June 30, 2026 in an amount not to exceed the monthly district contribution for that year or prorated in a lesser monthly amount not to exceed the total benefit which is equal to the district monthly contribution for the year of retirement times thirty six. The District and the classified insurance reserve fund will not make any contributions under the terms of this paragraph after June 30, 2026. Article 20.1.2.2 expires at midnight on June 30, 2026.

As a result of the sunseting of the above-referenced section, Article 20.1.6 (Medicare Carve Out) and Article 20.2.2 (benefits for estate of deceased retiree electing Option 2) will expire on June 30, 2026; at that time, the obligation of the District and the classified insurance reserve fund to make contributions as provided in this paragraph will cease, and no other contributions under the terms of Article 20.1.6 will be made.

- 20.1.3 Determination of Continuous Employment. Employees on District-approved unpaid leave of absence or temporary staff layoff shall not lose credit for the purpose of determining eligibility for retirement benefits, for employment prior to such leave or temporary layoff. However, these periods of absence or layoff shall not be credited toward the required minimum years of employment necessary to qualify for retirement benefits under Section 20.1.2.
- 20.1.4 Retirement While on Leave. An employee on official leave for reasons of health who is determined to be permanently disabled while on such leave and who otherwise meets eligibility requirements, shall also be entitled to retirement benefits if he/she meets the disability requirements of the District-sponsored long-term disability program. When the insurance company or other regulations are not applicable for determining eligibility, the District may require a physical examination or other evaluation to determine such eligibility.

An eligible permanently disabled employee who elects to receive the lump sum option 20.1.2.1 must take the retirement pay at the time the permanent disability begins.

- 20.1.5 Reinstatement. If, after a withdrawal of all or part of the benefits provided in this Article, an employee returns to regular employment with the District, the employee may reinstate his/her accumulated years of service if, within the first year of reemployment, he/she repays the District in a lump sum the exact amount paid out by the District to provide the retirement benefits of the employee plus eight percent (8%) interest. Employees who choose not to purchase prior years of service shall have their future eligibility for the retirement benefit plan determined exactly as for a new employee, from the date of reemployment.

- 20.1.6 Medicare Carve Out.

If the retired employee or the retired employee's spouse or domestic partner qualifies for federal Social Security Medicare coverage prior to age sixty-five (65) because of a disability while covered under the District's insurance plan then the following will apply unless changed by the Joint Benefits Committee:

For retirees who lose district insurance eligibility prior to age sixty-five (65), the Classified Insurance Reserve fund will reimburse the cost of Medicare Parts A and B, and Oregon PERS supplemental Medicare coverage. The total reimbursement will not exceed the amount of, or duration of, the normal district retiree insurance contribution. In addition, an eligible spouse/domestic partner or eligible dependent(s) are eligible for the normal benefit and duration of the district retiree contribution toward insurance on the district retiree plan.

For retirees whose spouse or domestic partner loses district insurance eligibility prior to age sixty-five (65), the Classified Insurance Reserve fund will reimburse the cost of Oregon PERS supplemental coverage, or if ineligible for PERS coverage, another supplemental Medicare plan. The reimbursement will not exceed the amount of, or duration of, the normal district retiree contribution. The retiree will retain eligibility for their normal district retiree contribution.

The disabled parties will retain eligibility to use the 4J Wellness Clinic for the duration of the period of eligibility for the district retirement benefit.

20.2 Death Benefits

- 20.2.1 Benefits Upon Death of Active Employee

If an employee dies while employed by the District, the District shall pay the employee's estate an amount equal to the employee's earned vacation. In addition the District will, for two (2) years from the date of the employee's death, provide the same contribution for medical insurance coverage for the eligible members of the deceased employee's family as is provided for eligible members of the families of current employees. If the District's insurance carrier excludes any member or members of the family from coverage, the District shall not be obligated to provide the benefit for the excluded member or members.

- 20.2.2 The estate of a deceased person who had been an eligible employee for Option Two (Section 20.1.2.2) or Option Three (Section 20.1.2.3) and if the spouse of the employee is not covered by Medicare at the time of the employee's death, the District shall pay monthly premiums incidental to covering such spouse under the District's Retiree Insurance Program until such time as the employee would have exhausted his/her eligibility for the provision, or the employee's spouse reaches age sixty-five (65), or the employee's spouse becomes covered by Medicare, whichever occurs first.

20.3 Reemployment of Retired Employees

- 20.3.1 The District can reemploy PERS retired District employees (rehired employee) under the following terms and conditions:
- 20.3.2 Any reemployment following retirement is a hiring decision made at the discretion of the District. The rehired employee's working conditions are subject to the terms of this Agreement except as superseded by the terms and conditions listed below.
- 20.3.3 There must be at least one day of unpaid status between date of retirement and reemployment as a rehired employee; i.e., break in service.
- 20.3.4 The rehired employee's maximum hours of reemployment are 1039 hours for balance of the calendar year of retirement and 1039 hours in any calendar year following the calendar year of retirement.
- 20.3.5 There are two categories of rehired employees:
- 20.3.5.1 Reemployment in the same position with continuing rights to the same seniority and pay level (20.3.6), or
- 20.3.5.2 Reemployment as a new District employee in a vacant classification position with employment rights as a newly hired member of the bargaining unit (20.3.7).
- 20.3.6 The terms and conditions for a rehired employee who is reemployed in the same position with continuing rights to the same seniority and pay level are:
- 20.3.6.1 The rehired employee retains her/his seniority at time of retirement for the balance of the District fiscal year in which the employee retired. After the end of the fiscal year, the rehired employee has no seniority nor any other rights under the terms of Article 24 - Reduction in Force and Recall. Exception: A transportation employee in a position which uses department seniority to assign work shall continue in the same position and route during the second fiscal year.
- 20.3.6.2 The rehired employee continues the same right to compensation and District insurance contribution as before retirement.
- 20.3.6.3 The rehired employee's sick leave balance is deleted as of the retirement date and during the reemployment term the employee earns sick leave at the rate of one day per month which can be saved if not used, but on termination of employment unused sick leave has no value.
- 20.3.6.4 The rehired employee must work all the hours of the position, and the District cannot create a part-time position specifically for a rehired employee unless the Association and the District agree on creating a special position.
- 20.3.7 The terms and conditions for a rehired employee who is reemployed in a vacant position in any classification with the rights of a new employee are:
- 20.3.7.1 The rehired employee must be employed as an external applicant for a posted position.
- 20.3.7.2 The employment of the rehired employee is at the District's discretion.
- 20.3.7.3 The rehired employee has all the rights and responsibilities as any new employee under the terms of this Agreement. For example, the employee's seniority rights under the terms of Article 23 begin with the date of rehire after retirement and no previous seniority is credited; the rehired employee has a seven month probationary period.

- 20.3.7.4 The rehired employee's leave account balances prior to retirement are deleted and start again at the same amount as a new employee. Any sick leave accumulated during the term of the employee's employment has no value upon termination of employment.
- 20.3.7.5 A rehired employee is only eligible for supplemental retirement benefits under Article 20 that the employee would have received at the date of his/her first retirement.
- 20.3.7.6 A rehired employee considering retirement may apply as an external applicant for a position which would begin after the employee's retirement.

ARTICLE 21 - WORK RULES AND MISCELLANEOUS MATTERS

- 21.1 Calculation of Paid Absences - Variable Hours
 - 21.1.1 Calculation of Paid Absences - Variable Hours Paid Absences. Employees whose number of assigned hours varies will have their pay for paid absences calculated as follows:
Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day. This average will be computed based on all the hours the employee was in a paid status during the previous month excluding overtime, divided by the number of contract days the employee was in a paid status during the previous month. The result will be the number of hours in the employee's average work day. The resulting average work day will be used to calculate paid leave benefits.
 - 21.1.2 Calculation of eligibility for Insurance Benefits. Employees whose number of assigned hours vary will have their eligibility for insurance benefits calculated as follows: Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day for the purpose of determining the employee's eligibility for insurance benefits. 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 in the previous month. Therefore, an employee's portion of an insurance premium that is shared with the District may vary from month to month.
- 21.2 Duty-free Meal Period. All employees working six (6) or more hours shall be allowed a duty-free meal period of not less than thirty (30) minutes, except in case of emergency. The meal period shall come at a midpoint in the shift as nearly as possible. Meal periods may not be scheduled so as to shorten the work day. Employees working five (5) or more hours may request or may be scheduled to receive a duty-free meal period of not less than thirty (30) minutes.
 - 21.2.1 Employees entitled to a duty-free meal period must receive one unless exceptional and unanticipated circumstances that occur rarely prevented the duty-free meal period. If an employee works during the scheduled thirty (30)-minute meal period, the meal period worked shall be paid for the entire period. The employee will notify the supervisor by the end of the next business day and record the missed meal period on a timesheet. Employees are expected to take meal periods, to communicate with their supervisor concerning missed meal periods, and to maintain accurate timesheets. If an employee is unable to resolve concerns about meal periods with the supervisor, the employee shall promptly submit his/her concern to HR.
- 21.3 Rest Periods. Every member of the bargaining unit shall be provided a paid rest period of fifteen (15) minutes for every four (4) hours worked or major fraction thereof. Insofar as is possible the rest break is to be taken in the middle of each work period. Rest periods may not be used at the beginning or end of the work day or adjacent to a meal period.
 - 21.3.1 If the District establishes a ten (10)-hour day, four-day work week, then the effected employees and their supervisor shall mutually agree on a schedule for three (3) ten (10)-minute rest periods during the ten (10)-hour day. Insofar as possible, the ten (10)-minute rest periods shall be scheduled in the middle of each work period and in compliance with Oregon law. These ten (10)-minute rest periods shall be in lieu of the two (2) fifteen (15)-minute rest periods provided by this section.
 - 21.3.2 The District will work with its supervisors and administrators, as well as all other District employees to make sure that classified employees' unpaid lunch break, and their paid morning and afternoon breaks, are respected as duty free time.
 - 21.3.3 Employees are expected to take breaks and to communicate promptly with their supervisor if they are not receiving their break. If an employee is unable to resolve concerns about break periods with the supervisor, the employee may promptly submit his/her concern to HR.

- 21.4 Non-student Attendance Work Days. Employees whose work years are either 196 days, ten (10) months, or eleven (11) months who would otherwise be required to work on a day during which students are not in attendance and who are not required by the supervisor to work on a non-student day, may, upon the approval of the principal:
- 21.4.1 Be excused from work on a non-student day and work another day which they would otherwise not be required to work, or,
 - 21.4.2 Be excused from work on a non-student day without pay.
 - 21.4.3 A one-half (1/2) day (4-hour) or less employee may be excused from work on a non-student day and work a full day on another regular work day.

21.5 SAFE WORK ENVIRONMENT:

The Association and the District believe the work environment for bargaining unit members should be free of unreasonable risk to bargaining unit members' health, safety, and personal liability. To achieve this goal, the parties agree as follows:

- a. The District shall maintain safety committees in accordance with its obligations under law. (ORS Chapter 654 and OAR Chapter 437, concerning Occupational Safety and Health). The purpose of the safety committee is to bring workers and management together in a non-adversarial, cooperative effort to promote safety and health. The safety committee shall include an equal number of employee volunteer or elected members and employer-selected members. When employees and the district agree, the number of employee volunteer or elected members may exceed the number of employer-selected members.
- b. Hazardous conditions in the work environment that are made known to the District and pose a danger to the health or safety of unit members shall be reported to the District Safety Committee.
- c. All unit members, in the course of performing their duties, shall report all unsafe practices and conditions to their immediate supervisor.
- d. Unit members shall not be required to participate in work activities under conditions that, as determined by the District, physically endanger their personal safety or well-being.
- e. When a member is assaulted by, or feels threatened by, a physically aggressive student, the member will submit an incident report from documenting extreme behavior to the building administrator. The appropriate District administrator will promptly initiate an assessment of the environment and, if appropriate, work with the member to implement a safety plan and/or appropriate training in a timely manner.
- f. Employees will be allowed paid time to fill out district-required incident report forms.

ARTICLE 22 - TRANSPORTATION EMPLOYEES

22.1 Bus Drivers

- 22.1.1 Work day assignments for student attendance days.
 - 22.1.1.1 Regular drivers are guaranteed a minimum of four (4) hours of work per work day.
 - 22.1.1.2 Midday drivers are guaranteed a minimum of six (6) hours of work per work day.
 - 22.1.1.3 Full-time drivers are guaranteed a minimum of eight (8) hours of work per work day.
 - 22.1.1.4 If the time between the end of one assignment and the beginning of the next assignment is less than thirty (30) minutes, the employee will be paid for that time at their regular rate of pay. This provision will not be construed to require a paid meal period.
 - 22.1.1.5 The District reserves the right to negotiate lower minimums in the event that home to school or school to school transportation is reduced or if school bell time changes do not allow for 3 and 4 levels of service in both morning and afternoon school bus transportation.
- 22.1.2 The District's obligation to work day assignment minimums can be met by combining jobs on the condition that the employee does not suffer any loss of rate of pay for the guaranteed minimum. If a higher rate is proper that rate will be paid for other than the bus driver time.
- 22.1.3 Bus Trip Assignments
 - 22.1.3.1 Drivers assigned to trips on non school days will be paid a minimum of two (2) hours if the trip is canceled after the driver has reported for these bus trip duties.

22.1.3.2 Payment of Local Trips - Within forty (40) miles of base.

1. Straight time for work within the Monday through Friday work week on school days, before 5:00 p.m. and when less than eight (8) hours of work in a day.
2. 1.1 times for work within the Monday through Friday work week on school days, after 5:00 p.m. and when less than eight (8) hours of work in a day.
3. 1.5 times for work over eight (8) hours in any work day.

22.1.3.3 Payment of Out of Town Trips - Over forty (40) miles from base.

1. For out of town trips drivers will be paid for work time up to a maximum of sixteen (16) hours at straight time and over time.
2. Overnight trips are trips that include a sleep time that is typically scheduled between 9:00 p.m. and 9:00 a.m. For overnight and multiple day trips there will be no compensation for eight (8) hours of sleep time per day. All other overnight trip time will be paid as work time and wait time which is paid as straight time.
3. Some out of town trips are not considered to be overnight trips by the user group, but the trip is scheduled to be longer than fifteen (15) hours in length. If it is reasonable to accomplish this trip using one driver, the driver's trip schedule will include an eight (8) hour rest period with lodging provided. This eight (8) hour rest period allows for the start of a new 10-15 hour driving period. This rest period will be paid as applicable at straight time, overtime, wait time, or as non-paid sleep time if the trip is greater than sixteen (16) hours in length.
4. A meal allowance will be paid for all out of town trips as a per diem computed at the rate of \$ 1.75 per hour for all paid and sleep hours.
5. Lodging will be paid for all reasonable receipted expenses up to \$45.00 per day. Higher lodging costs will require approval by the Transportation Manager or his/her designee.
6. "Gold Star" assignment compensation. Drivers assigned to out of town trips when these special responsibilities are required, will be paid at 1.1 times their applicable driving time or waiting time rate.

22.1.4 Call Back. Section 19.8 (Call Back) shall not apply to bus drivers.

22.1.5 Unusual Conditions. If unusual conditions during a special trip preclude a bus driver from driving his or her regularly-assigned route the following day because of the time restrictions established by OAR 581-53-015(9)(a) (A) and (B), the driver shall qualify for personal days, Section 13.3, provided he/she has such unused leave remaining.

22.1.6 Driver specialist positions will be guaranteed one hundred twenty (120) or eighty (80) hours a month as a minimum on a pro rata basis. Eighty hour minimum driver specialist positions would not be required to be available for mid-day routes and instead would be treated the same as regular bus drivers for bidding for additional mid-day assignments (field trips, activity trips, and non-route trips). Driver specialist positions will be offered on the basis of seniority. The intent is not to take substitute work away from driver specialists.

ARTICLE 23 - SITE COUNCIL

Classified staff shall be represented on school site councils as provided by law. The duties of site council shall be those specified by law, including the development of plans to improve the professional growth of school staff and the school's instructional program. (See ORS 329.704)

Building administrators will make every effort to have at least one classified staff representative on site council. The school's classified employees shall select classified representation for site council in a secret ballot election from a ballot of employees who have volunteered to serve if elected. If no classified employee volunteers, classified employees will be notified, and the classified employees and administrator may nominate classified staff members for election. The term of service on site council shall be a minimum of one academic year. Should there be a mid-year vacancy before March, a mid-year election will be conducted using the process described above.

Participation on site council is work time and shall be compensated at the employee's regular rate of pay, overtime pay or compensatory time if applicable and as provided in Article 11.2, trade time, or through release from regular duty without loss of pay.

ARTICLE 24 - REDUCTION IN FORCE AND RECALL

24.1 Definitions

- 24.1.1 Classification - the specific position title to which an employee is assigned based on the District's classification schedule set forth in Appendix C or newly created by the District. When an employee is assigned work time in two or more classifications, the employee's primary classification is the classification in which the employee is assigned fifty percent (50%) or more of the employee's total average daily work hours. If the assigned work time in two or more classifications is equal, the District will designate a primary classification at the time of assignment. An employee who has four (4) or more assigned hours, but less than four (4) hours in his/her primary classification, shall have rights as if assigned four (4) hours in his/her primary classification.
- 24.1.2 "Previously-held primary classification" refers to the primary classification held immediately prior to the employee's present classification.
- 24.1.3 "Generic group" refers to the generic positions within the classification family for an employee's present primary classification.
- 24.1.4 Bumping means the displacement of one employee by another employee with greater seniority. Reassignment is the placement of an employee in a new assignment per the provisions of this Article.
- 24.1.5 "Classification seniority" means an employee's total length of continuous service in a classification since his/her date of assignment to that classification. "District seniority" means an employee's total length of continuous service with the District since his/her most recent date of hire into a bargaining unit position. Ties of seniority shall be broken by lot. Time employed in a temporary or substitute or other non-bargaining unit position will not count toward seniority.

Exception: The classification seniority date of an employee in a non-facilities classification as of September 30, 2015, recognized by the District based on contract language in effect between April 2012 and September 30, 2015, will remain the employee's seniority date for the duration of the employee's assignment to that classification.

- 24.1.6 Layoff occurs when due to program changes or workforce reductions: (1) an employee's position is eliminated, or his/her primary classification hours reduced below his/ her current timeblock; (2) the elimination/ reduction has been, or is expected to be, in effect longer than twenty-two (22) work days; and (3) the District has been unable to find an assignment for the employee within his/her classification and timeblock. Timeblocks are: eight (8), seven (7) to less than eight (8), six (6) to less than seven (7), five (5) to less than six (6), four (4) to less than five (5) hours per work day in the work week. However, for bus drivers, bus aides and driver specialists, the timeblocks recognized are the minimum workday assignments in Article 22.1.1. An employee's timeblock is determined each September 30, or for employees hired or promoted between October 1 and June 30, upon hire or promotion.
- 24.1.7 Displacement occurs when prior to the bumping process, a bargaining unit member is either unassigned or is assigned working hours that do not meet their timeblock rights for the following work year.

24.2 Notice

- 24.2.1 Notice of Initial Assignment. As soon as possible during the staffing process, Human Resources will issue notices to affected employees informing them of a reduction in hours, copies of which will be provided to OSEA on or by the same day. Employees will be given at least 10 calendar days' notice of the opportunity to either: (1) exercise bumping and recall rights or, (2) in the case of a reduction in timeblock in his/her present classification assignment, to accept the reduction and waive rights to bumping and recall.

After the Spring staffing process is complete, the District and OSEA will meet to review bumping charts, and the District will provide OSEA copies of layoff letters and notices of final placement.

- 24.2.2 In the event of a layoff which completely eliminates an employee's rights to any position, the District will provide the following notice: If it is the result of an administrative decision, the Association will receive notice of not less than thirty (30) calendar days; if it is a levy failure or other fiscal emergency, the District will notify the Association as soon as possible when such decision has been made. The parties recognize special circumstances may exist which precludes timely notification. The District agrees that it will provide the Association notice in such instances at the earliest reasonable moment possible. The notice will specify the reasons therefore, class(es) and position(s) affected and names of employees to be laid off.
- 24.2.3 Upon request by OSEA, on approximately October 15 of each year, the District will provide OSEA with a copy of the recall list and a list of employees in the bargaining unit, their position assignment(s), FTE and classification seniority date.
- 24.2.4 Order. While the District reserves the right to determine positions to be eliminated or reduced in hours it will layoff employees within each affected job classification according to classification seniority, except when district seniority is specifically provided. Generally no bargaining unit member may be laid off until the district first has laid off probationary employees who hold positions in the affected classifications.
- 24.3 Reassignment and Bumping Procedures. The following process applies to employees who have received the Notice of Initial Assignment and have exercised their rights to enter the bumping process:
- 24.3.1 Prior to layoff, the District will assign an affected employee to an existing vacancy within his/her current classification and timeblock. If none, the employee may, based on classification seniority, bump a less senior employee within the employee's current timeblock and classification. If none, the employee is laid off and placed on the recall list, and 24.3.2 applies.
- 24.3.2 A laid off employee may, based on classification seniority, bump a less senior employee in the next lesser timeblock. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in his/her current classification has been exhausted. If an employee is not assigned under this provision, 24.3.3 applies.
- 24.3.3 Previously-held classification. If a laid off employee is not assigned under 24.3.2, the employee may, based on District seniority, bump a less senior employee within the employee's timeblock and previously-held primary classification, if any. If none, the employee may bump a less senior employee in the next lesser timeblock. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in his/her previously-held classification has been exhausted. If an employee is not assigned under this provision, 24.3.4 applies.
- 24.3.4 Generic classification. If a laid off employee is not assigned under 24.3.2 or 24.3.3, the employee may, based on District seniority, bump a less senior employee within the employee's timeblock into a classification in the family generic group. An employee's right to assignment in the family generic group will be exercised within the employee's existing timeblock in descending order of pay grades within the family generic group, beginning with the highest pay grade held by the employee at the time of layoff. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in the generic family group has been exhausted.
- 24.3.5 An employee who bumps into a new assignment under Articles 24.3.2 to 24.3.4 will retain recall rights to an assignment in the classification and timeblock held at the time of layoff, but does not have the right to bump into other new assignments. An employee who rejects an assignment to a position offered under 24.3.1 to 24.3.4 forfeits recall rights.
- 24.3.6 Salary placement. An employee reassigned under 24.3.2 to 24.3.4 will be placed on the salary step that most nearly matches the employee's hourly pay rate at the time of layoff, but is not a wage increase.
- 24.3.7 Employees do not have the right to be assigned to a position in a higher timeblock or workyear than the employee held at the time of the reduction in hours.

- 24.3.8 Exceptions. The provisions of 24.3.1 to 24.3.5 do not apply when the displacement of a less senior employee would violate the District's affirmative action/ diversity plan; when the employee has been given written notice of performance problems and has not satisfactorily resolved the problems; or when the District determines that a less senior employee has special or unusual qualifications and experience for a position.

In order to bump, the employee must have the ability, capacity and skill to perform the job at the time of bumping. The employee must then demonstrate the ability to perform all job functions within ten (10) working days from the date he or she assumes the job duties. If, after a trial period of the ten (10) working days, the employee cannot perform the duties of the newly assigned position in a satisfactory manner, the employee may, at the discretion of the District, either be given additional time for training and job mastery or laid off and placed on the recall list.

Special or Unusual Qualifications and Experience" refers to those skills and abilities, acquired either as a result of on-the-job training or formal training, that allow the employee to perform part of the job description or significantly enhance performance of the job currently occupied, and which could not be acquired by a replacement employee without special training or on-the-job training within the first ten (10) working days of placement into the position. Examples are licensure to perform the position; bilingual language fluency by an educational assistant; skills necessary to act as a vocational trainer; in-depth knowledge of student information systems.

- 24.3.9 Work Year Rights. Notwithstanding 24.3.1 to 24.3.4, when the work year of a 12-month employee is reduced to less than 12-months, the employee may displace a less senior employee holding a 12-month position in his/her primary classification, unless the timeblock drops below four (4) hours. If no such position exists, the employee will be assigned in an 11-month position in his/her primary classification, unless the timeblock drops below four (4) hours. This process will continue until the right of the 12-month employee to be placed in a position of four (4) or more hours in his /her primary classification is exhausted.

If the employee is not assigned as a result of the above, the employee will be assigned based on district seniority in a 12-month position in the employee's previously-held position unless the timeblock drops below four (4) hours. If no such position exists, the employee will be placed in an 11-month position in his/her previously-held classification, unless the timeblock drops below four (4) hours. This process will continue until the right of the employee to be placed in a position of four or more hours in his /her previously-held classification is exhausted. The employee may then, based on district seniority, displace a less senior employee in a 12-month generic classification of at least four (4) hours, and if none, then an 11-month generic position of at least four (4) hours, and so on. This process will continue until the right of the 12-month employee to be placed in a position of four (4) or more hours is exhausted. If an employee is not assigned under 24.3.9, the employee is laid off, and the provisions of 24.4 (Recall) apply.

The process described in this section applies to 10-month and 11-month employees.

24.4 Recall

- 24.4.1 Laid off employees will be placed on a recall list in classification seniority order for up to twenty-seven (27) months. Employees will be recalled according to such list, as openings in the classification and timeblock (and workyear if applicable) from which the employee was laid off become available. In order to support stability in staffing, the District's obligation to recall employees is in effect from the beginning of the annual staffing process for the following school year through September 30 of that school year. At other times, the District retains discretion to recall employees.
- 24.4.2 No new employee will be hired into a vacant position while employees with rights to recall to that classification and timeblock remain on the recall list.
- 24.4.3 Employees on layoff status will be considered in-district applicants when applying for positions.
- 24.4.4 Laid off employees shall be responsible for notifying Human Resources of a telephone number, email and mailing address through which they can be reached. Unless the employee has requested notification by certified letter, the District shall notify a member of recall by telephone/ voicemail and email at the last telephone number and email address provided to Human Resources by the employee. An employee shall respond within three business days ~~seventy-two (72) hours~~ of the email, except that between August 15 and

September 30, employees shall respond to the email within seventy-two (72) hours. If an employee has requested notification by certified letter, the employee will have five (5) days from the date of the letter to respond. The District will assume its offer for a position is rejected if: (1) the laid off employee does not respond within the timelines of this paragraph 72 hours of the District's email (or 5 days from the date of the District's letter if the employee has requested certified letter notice); (2) the member responds and declines; or (3) the District cannot reach the member at either his or her last known telephone number or email address.

Any laid off employee member may provide Human Resources with written authorization designating another person as their exclusive representative to accept or reject an offer for a position on the employee's behalf.

24.4.5 Recall rights shall automatically terminate if any one of the following occurs:

24.4.5.1 Twenty-seven (27) months have passed from the effective date of such layoff.

24.4.5.2 An employee fails to accept a position offered from the recall list. Laid off employees who accept a position offered from the recall list in a lower timeblock (or workyear, if applicable) than their pre-layoff classification, or in a previously held classification, will retain recall rights.

24.4.5.3 An employee fails to timely respond to recall.

24.4.5.4 An employee accepts a bargaining unit position from the recall list in his/her classification and timeblock (and workyear, if applicable).

24.4.5.5 An employee waives recall rights in writing.

24.4.5.6 An employee is hired by the District in some other position for which the employee applied.

24.5 Layoff Review

If an employee is laid off because the District determined that a less senior employee should be retained under Article 24.3.9, he or she may appeal the District's decision to the Superintendent or designee after having an informal conference with the Director of Human Resources or designee. An appeal to the Superintendent, addressed to the Director of Human Resources, must be made within fifteen (15) days after issuance of a layoff notice and will substitute for Formal Level One of the Contract Grievance Procedure. The Superintendent or designee will hold a meeting on an employee appeal and make a decision within fifteen (15) days of the meeting. Only the Association may appeal the Superintendent's decision to arbitration. Provisions of the Contract Grievance Procedure will apply. The Arbitrator will be without authority to reverse the Superintendent's decision on the application of the District's affirmative action or diversity policy or a determination that a less senior employee has special or unusual qualifications and experience for a position unless the Association proves that the Superintendent's decision was arbitrary or capricious. If backpay is awarded by the Arbitrator, it will not be retroactive to a date earlier than the date of the Association's notice of appeal to arbitration provided to the District pursuant to the Contract Grievance Procedure.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.1 Purpose. The purpose of this procedure is to solve grievances at the lowest possible level.

25.2 Definitions

25.2.1 Grievance. A "grievance" may either be:

25.2.1.1 A claim by an employee or a group of employees based upon an alleged violation of this Agreement,
or

25.2.1.2 A claim by the Association based upon an alleged violation of this Agreement affecting the Association or a clearly-defined class of employees.

25.2.2 Aggrieved Person. An "aggrieved person" is the person, persons, or Association making the claim.

25.2.3 Party in Interest. A "party in interest" is the person or Association making the claim, any person who might be required to take action or against whom action might be taken in order to resolve the claim, or the Superintendent or designee.

25.2.4 Representative. A "representative" is anyone, including an attorney, whom a party in interest selects to speak for and to advise a party in interest.

- 25.2.5 Immediate Supervisor. An "immediate supervisor" is the person who has direct supervisory responsibility over the aggrieved person.
- 25.2.6 Day. A "day" shall mean the aggrieved person's work day excluding Saturdays, Sundays and the aggrieved person's vacation days and holidays.

25.3 Levels

25.3.1 Informal Level. Before presenting a written grievance, the aggrieved person shall attempt to resolve the matter by an informal conference with the aggrieved person's immediate supervisor, principal, or other administrator who has jurisdiction of the matter. The Association may be present at the conference and participate in the conference if authorized to do so by the aggrieved person or to ensure the adjustment of the grievance is not inconsistent with the terms of the collective bargaining contract then in effect.

25.3.2 Formal Level One--Principal or Immediate Supervisor or Other Administrator.

If the grievance is not resolved at the informal level, the aggrieved person or a representative shall present the grievance in writing on the appropriate form to the principal, immediate supervisor or other administrator who has jurisdiction in the matter within fifteen (15) days of the act, omission or event giving rise to the grievance. A copy of the grievance form shall be sent to the Association's grievance committee.

25.3.3 Formal Level Two--Superintendent or Designee

25.3.3.1 If the aggrieved person is not satisfied with the disposition at Formal Level One, or if no decision is rendered within ten (10) days after the presentation of the grievance, the aggrieved person may appeal the grievance to the Superintendent by delivering a written notice of appeal to the Superintendent's office within seven (7) days after receiving a written notice of the decision, or within fifteen (15) days after presentation of the grievance, if no written decision was rendered.

25.3.3.2 The appeal shall include a copy of the original grievance, the decision rendered, if any, and a statement of the reason for the appeal, and the specific relief requested.

25.3.3.3 The Superintendent or designee at his/her discretion may:

1. Hold a hearing, or
2. Make a decision without a hearing when there is no dispute of facts, but the parties may file written memorandums, or
3. Hold an informal conference.

25.3.3.4 The Superintendent shall communicate a written decision to the Association and the parties in interest within fifteen (15) days after receipt of the notice of appeal if a hearing is not held, written memorandum not requested, or an informal conference is not held; within ten (10) days after receiving the written report of the designee if a designee is utilized; or if written briefs are filed ten (10) days after receiving the briefs; or if an informal conference is held within ten (10) days after the conference; whichever of the dates applies.

25.3.4 Formal Level Three--Arbitration

25.3.4.1 The Association, which has a duty of fair representation to unit members, may submit a qualified grievance to arbitration by notifying the Superintendent in writing within fifteen (15) days of the Level Two decision. Notwithstanding any other provision herein, the Association alone may appeal a qualified grievance to arbitration.

A grievance qualifies for arbitration if it is a contract grievance except as described in section 25.3.4.1.1. A contract grievance is one which pertains to any dispute about the interpretation or application of the collective bargaining agreement between the parties.

1. A contract grievance based on the terms of section 15.5 (nondiscrimination) does not qualify for arbitration except for a grievance alleging unequal application based on sexual orientation.
2. If an employee exercises the employee's right under District board policy GDPD (or its successor) and District administrative rule G7800.03 (or its successor) and has a school board hearing on the employee's dismissal or demotion, then the superintendent's decision in section 25.3.3 is final and binding and the employee can not appeal the superintendent's decision to Formal Level Three - Arbitration in section 25.3.4.

25.3.4.2 If within ten (10) days after the Association's notice of its intent to submit the grievance to arbitration, the District has not informed the Association that the District believes the grievance is not arbitrable, the Superintendent or designee and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from such arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment within the ten (10)-day period, a request for a list of arbitrators shall be made to the Oregon Employment Relations Board by either party. The arbitrator shall be selected in the same manner as the interest arbitrator selection in ORS 243.746(2).

If the District believes the grievance is not arbitrable, it may inform the Association of the District's belief, in which event the parties may pursue all available legal means to resolve the question of arbitrability before the procedures described above shall be implemented.

25.3.4.3 The arbitrator so selected shall hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and briefs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

25.3.4.4 The arbitrator shall interpret the Agreement and determine if it has been violated. He/she shall be without power or authority to add to, subtract from, or to modify the terms of this Agreement, nor to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties.

25.3.4.5 Costs for the services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room if District facilities are not used, shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring them.

25.3.4.6 Arbitrability. Claims involving alleged discrimination covered by any federal or state law, executive order or administrative regulation shall be grievable, but not arbitrable.

25.4 Miscellaneous

25.4.1 Representation. Any aggrieved person may be accompanied at all stages of this procedure by a representative of his/her own choosing. The Association shall have the right to be present at all stages of the procedure.

25.4.2 Group Grievance. If a group grievance affects a clearly-defined group or class of employees, the grievance may be submitted through the Association or through such aggrieved parties jointly in writing to the Superintendent directly and the proceeding of such grievance shall commence at Level Two.

25.4.3 Non-reprisal. No reprisals of any kind shall be taken by the District or any member of the administration nor by an Association member or representative against any participant in any grievance procedure.

25.4.4 Meetings and Hearings. Unless specifically requested by the aggrieved party or the District, meetings and hearings under this grievance procedure shall not be conducted in public. The hearings shall include only the parties in interest; their designated representatives; the hearings officer; witnesses, unless they are excluded by the hearings officer, and a court reporter or stenographer if requested by either party in interest. (The cost of the court reporter or stenographer shall be that of the party who requests his/her presence.) If grievances are filed jointly, there shall be a single designated representative for all joint aggrieved parties. Every effort will be made by all parties to avoid interruption of classroom and any other school-sponsored activities.

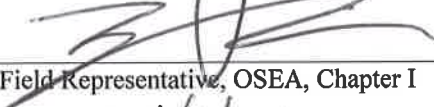
25.4.5 Written Decisions. Decisions rendered at all levels, except the Informal Level, shall be in writing setting forth the decision and the reason for it. That document shall be transmitted promptly to all parties in interest and the Association.

Time Limits. It is important that grievances be processed as rapidly as possible. Specified time limits may, however, be extended by mutual agreement in writing of the aggrieved person and the District.

EUGENE SCHOOL DISTRICT 4J

OREGON SCHOOL EMPLOYEES'
ASSOCIATION CHAPTER No. 1

By: 
Board Chairperson

By: 
Field Representative, OSEA, Chapter I

Date: 9/5/18

Date: 9/6/18

ATTEST:

ATTEST:


Superintendent-Clerk


President, OSEA, Chapter I

Date: SEPT. 5 - 2018

Date: 9-6-2018

APPENDIX A COMPENSATION SCHEDULES AND REOPENER

Pay Schedules and Cost of Living Adjustments:

The pay schedules in Appendix A describe the pay rates for all bargaining unit members beginning July 1, 2018. The 2018-19 salary schedules shall be increased by two and two tenths percent (2.2%). The 2019-20 salary schedules shall be increased by two percent (2%) effective July 1, 2019. Effective July 1, 2019, the Food Services salary schedule will be eliminated, and the positions on grades A, B, D and E will be placed on grades 2, 3, 7 and 8 of the general classified salary schedule. The 2020-21 salary schedule shall be increased by two percent (2%) effective July 1, 2020.

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 reopen the contract for year four as described in section 1.1.

2018-19 Classified Salary Schedule
Effective July 1, 2018 and ending June 30, 2019

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
18	26.71	27.38	28.06	28.76	29.48	30.22	30.97	31.75	32.54	33.52
17	25.14	25.77	26.41	27.07	27.75	28.44	29.16	29.88	30.63	31.55
16	23.69	24.28	24.89	25.51	26.15	26.80	27.47	28.16	28.86	29.73
15	22.37	22.93	23.51	24.09	24.70	25.31	25.95	26.59	27.26	28.08
14	21.23	21.77	22.31	22.87	23.44	24.02	24.63	25.24	25.87	26.65
13	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.30
12	19.18	19.66	20.15	20.65	21.17	21.70	22.24	22.80	23.37	24.07
11	18.32	18.78	19.25	19.73	20.22	20.73	21.25	21.78	22.32	22.99
10	17.47	17.91	18.36	18.82	19.29	19.77	20.27	20.77	21.29	21.93
9	16.36	16.77	17.18	17.61	18.05	18.51	18.97	19.44	19.93	20.53
8	15.25	15.63	16.02	16.42	16.83	17.25	17.68	18.13	18.58	19.14
7	14.27	14.62	14.99	15.36	15.75	16.14	16.55	16.96	17.38	17.91
6	13.36	13.69	14.04	14.39	14.75	15.11	15.49	15.88	16.28	16.77
5	12.53	12.85	13.17	13.50	13.83	14.18	14.54	14.90	15.27	15.73
4	11.76	12.05	12.36	12.67	12.98	13.31	13.64	13.98	14.33	14.76
3	11.14	11.42	11.71	12.00	12.30	12.61	12.92	13.25	13.58	13.99
2	10.51	10.77	11.04	11.32	11.60	11.89	12.19	12.49	12.80	13.19
1	9.94	10.19	10.45	10.71	10.98	11.25	11.53	11.82	12.12	12.48

2018-19 Food Service Salary Schedule
Effective July 1, 2018 and ending June 30, 2019

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
E	14.61	14.98	15.35	15.74	16.13	16.53	16.95	17.37	17.80	18.25
D	13.67	14.01	14.36	14.72	15.09	15.47	15.86	16.25	16.66	17.07
C	11.89	12.18	12.49	12.80	13.12	13.45	13.78	14.13	14.48	14.84
B	10.46	10.72	10.98	11.26	11.54	11.83	12.12	12.43	12.74	13.06
A	9.97	10.22	10.48	10.74	11.01	11.29	11.57	11.86	12.15	12.46

2018-19 Classified Benefits Coordinator
260 days

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
	43,812	44,907	46,030	47,181	48,360	49,569	50,809	52,079	53,381	54,982

General Salary Schedule:

This salary schedule has been increased over the 2017-18 salary schedule by 2.2%. The District pays the 6% employee contribution to PERS in addition to the salary above. The Longevity step represents 3% over Step 9. An employee on Step 5 of the 1997-98 salary schedule who received an additional 3% shall continue to receive the value of the 3%. Whenever the state minimum wage exceeds a pay rate established in this schedule, the employee will receive the state minimum wage.

Food Service Salary Schedule:

This salary schedule has been increased over the 2017-18 salary schedule by 2.2%. The District pays the 6% employee contribution to PERS in addition to the salary above. The Longevity step represents 2.5% over Step 9. Whenever the state minimum wage exceeds a pay rate established in this schedule, the employee will receive the state minimum wage.

2019-20 Classified Salary Schedule
Effective July 1, 2019 and ending June 30, 2020

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
18	27.24	27.92	28.62	29.34	30.07	30.82	31.59	32.38	33.19	34.19
17	25.64	26.28	26.94	27.62	28.31	29.01	29.74	30.48	31.24	32.18
16	24.16	24.77	25.39	26.02	26.67	27.34	28.02	28.72	29.44	30.32
15	22.82	23.39	23.98	24.58	25.19	25.82	26.46	27.13	27.80	28.64
14	21.66	22.20	22.76	23.32	23.91	24.51	25.12	25.75	26.39	27.18
13	20.56	21.08	21.60	22.14	22.70	23.26	23.85	24.44	25.05	25.80
12	19.56	20.05	20.55	21.06	21.59	22.13	22.68	23.25	23.83	24.55
11	18.69	19.15	19.63	20.12	20.63	21.14	21.67	22.21	22.77	23.45
10	17.82	18.27	18.73	19.19	19.67	20.17	20.67	21.19	21.72	22.37
9	16.68	17.10	17.53	17.97	18.42	18.88	19.35	19.83	20.33	20.94
8	15.55	15.94	16.34	16.75	17.17	17.60	18.04	18.49	18.95	19.52
7	14.55	14.92	15.29	15.67	16.06	16.47	16.88	17.30	17.73	18.26
6	13.63	13.97	14.32	14.67	15.04	15.42	15.80	16.20	16.60	17.10
5	12.78	13.10	13.43	13.77	14.11	14.46	14.83	15.20	15.58	16.04
4	12.00	12.30	12.60	12.92	13.24	13.57	13.91	14.26	14.62	15.05
3	11.37	11.65	11.94	12.24	12.55	12.86	13.18	13.51	13.85	14.27
2	10.72	10.99	11.26	11.54	11.83	12.13	12.43	12.74	13.06	13.45
1	10.14	10.40	10.66	10.92	11.20	11.48	11.76	12.06	12.36	12.73

2019-20 Classified Benefits Coordinator
260 days

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
44,688	45,805	46,950	48,124	49,327	50,560	51,824	53,120	54,448	56,082

General Salary Schedule:

This salary schedule has been increased over the 2018-19 salary schedule by 2.0%. The District pays the 6% employee contribution to PERS in addition to the salary above. The Longevity step represents 3% over Step 9. An employee on Step 5 of the 1997-98 salary schedule who received an additional 3% shall continue to receive the value of the 3%. Whenever the state minimum wage exceeds a pay rate established in this schedule, the employee will receive the state minimum wage.

Food Service Salary Schedule:

Effective July 1, 2019, the Food Services Salary Schedule has been incorporated into the Classified Salary Schedule as follows:

- * Grade A was moved to Grade 2
- * Grade B was moved to Grade 3
- * Grade C was eliminated
- * Grade D was moved to Grade 7
- * Grade E was moved to Grade 8

2020-21 Classified Salary Schedule
Effective July 1, 2020 and ending June 30, 2021

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
18	27.79	28.48	29.19	29.92	30.67	31.44	32.22	33.03	33.85	34.87
17	26.16	26.81	27.48	28.17	28.87	29.59	30.33	31.09	31.87	32.83
16	24.65	25.26	25.89	26.54	27.20	27.88	28.58	29.30	30.03	30.93
15	23.28	23.86	24.46	25.07	25.69	26.34	26.99	27.67	28.36	29.21
14	22.09	22.64	23.21	23.79	24.39	25.00	25.62	26.26	26.92	27.72
13	20.97	21.50	22.03	22.59	23.15	23.73	24.32	24.93	25.55	26.32
12	19.95	20.45	20.96	21.49	22.02	22.57	23.14	23.72	24.31	25.04
11	19.06	19.54	20.03	20.53	21.04	21.57	22.10	22.66	23.22	23.92
10	18.18	18.63	19.10	19.58	20.07	20.57	21.08	21.61	22.15	22.82
9	17.02	17.44	17.88	18.33	18.78	19.25	19.73	20.23	20.73	21.36
8	15.87	16.26	16.67	17.09	17.51	17.95	18.40	18.86	19.33	19.91
7	14.84	15.22	15.60	15.99	16.39	16.79	17.21	17.65	18.09	18.63
6	13.90	14.25	14.60	14.97	15.34	15.73	16.12	16.52	16.93	17.44
5	13.04	13.37	13.70	14.04	14.39	14.75	15.12	15.50	15.89	16.36
4	12.24	12.54	12.86	13.18	13.51	13.84	14.19	14.54	14.91	15.36
3	11.59	11.88	12.18	12.49	12.80	13.12	13.45	13.78	14.13	14.55
2	10.93	11.21	11.49	11.77	12.07	12.37	12.68	12.99	13.32	13.72
1	10.35	10.60	10.87	11.14	11.42	11.70	12.00	12.30	12.60	12.98

2020-21 Classified Benefits Coordinator
260 days

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
45,582	46,722	47,890	49,087	50,314	51,572	52,861	54,183	55,537	57,204

General Salary Schedule:

This salary schedule has been increased over the 2019-20 salary schedule by 2.0%. The District pays the 6% employee contribution to PERS in addition to the salary above. The Longevity step represents 3% over Step 9. An employee on Step 5 of the 1997-98 salary schedule who received an additional 3% shall continue to receive the value of the 3%. Whenever the state minimum wage exceeds a pay rate established in this schedule, the employee will receive the state minimum wage.

APPENDIX B
JBC INSURANCE RESERVE FUND TRANSFERS

The following transfers of funds from the JBC insurance reserve fund created by section 17.5 of the contract have been authorized by the Association and the District. These transfers to District accounts will continue as described below.

1. One hundred forty thousand dollars (\$140,000) was agreed to be transferred from the JBC reserve fund to the District accounts, as part of the contract compensation settlement for the 1995-97 contract. The \$140,000 originally covered food service employees' compensation. Subsequently, the parties agreed that ten thousand (\$10,000) of the \$140,000 was the amount which covered food service employee compensation, leaving a balance of one hundred thirty thousand (\$130,000). In subsequent contract negotiations the \$130,000 was reduced to one hundred eighteen (\$118,000). As part of the 2011-14 contract settlement, the \$118,000 was reduced by eighty thousand dollars (\$80,000) (to offset transfer of costs for insurance during unpaid leave reserves) and increased by twenty-five thousand dollars (\$25,000) (reserves to cover one [1] non-contract day for 185-day employees), for a net reduction to sixty-three thousand dollars (\$63,000). The remaining combined transfer of seventy-three thousand dollars (\$73,000) will continue annually until July 1, 2020. The transfer obligation described in this paragraph shall cease on July 1, 2020.
2. As part of the 1997-98 contract settlement, the Association representatives agreed to contribute twenty-five dollars (\$25) per month towards the amount of the District insurance benefit contribution for eligible food service employees. This enabled food service employees to receive the same District contribution for insurance as all other OSEA represented employees. This monthly contribution of twenty-five dollars (\$25) per eligible food service employee will be transferred to the District account annually in a lump sum until July 1, 2020. The transfer obligation described in this paragraph shall cease on July 1, 2020.
3. As part of the 2011-2014 contact settlement, the parties agreed that the cost of step increases in 2011-12 and the related ongoing costs would be paid for by transfers from the insurance reserve fund to the District general fund over a ten (10) year period as follows:

2011-12 cost of step	\$300,000
2012-13 cost of step	\$218,000
2013-14 cost of step	\$195,000
2014-15 cost of step	\$168,000
2015-16 cost of step	\$135,000
2016-17 cost of step	\$106,000
2017-18 cost of step	\$73,000
2018-19 cost of step	\$38,000
2019-20 cost of step	\$27,000
2020-21 cost of step	<u>\$17,000</u>
Total	\$1,277,000

APPENDIX C
CLASSIFIED JOB CLASSIFICATIONS BY GRADE

Grade A

Food Service Assistant I

Grade B

Food Service Assistant II

Grade C

Food Service Technician

Grade D

Food Service Coordinator I

Grade E

Food Service Coordinator II

Grade 5

Data Entry Clerk
General Laborer
Groundskeeper
School Crossing Guard

Grade 6

Custodian
Special Education Bus Aide

Grade 7

Accounting Clerk I
Custodial/Maintenance Coordinator I
Custodial Technician
Department Assistant
Electric Repair Assistant
Fleet Services Technician
Library/IMC Assistant
Maintenance Worker I
School Volunteer Coordinator
Senior Groundskeeper
Student Supervision Assistant
Van Driver

Grade 8

AV/Textbook Specialist
Bus Driver
Custodial/Maintenance Coordinator II
Child Development Center Educational Assistant
Day Care Program Educational Assistant
Elementary School Assistant
Equipment Operator
General Services Assistant
Grounds Specialist – IPM
Lead Custodian
Library/IMC Specialist

Middle School Attendance Clerk
Painter
Roofer
Warehouse Operations Assistant

Grade 9

Accounting Clerk II
Bilingual Educational Assistant
Bus Driver Specialist
Career Center Assistant
Childcare Center Educational Assistant
Day Care Program Educational Assistant
Dispatch Information Coordinator
Educational Assistant
Fleet Mechanic I
Health Services Assistant
Maintenance Worker II
Office Support Bilingual/Bicultural
Plumber Trainee I
Read Right Educational Assistant
Senior Roofer
SPED Educational Assistant

Grade 10

Assistant Dispatcher
Carpenter
Case Manager Assistant
Custodial Staff Assistant
Custodial Technician – Equipment Repair
Department Secretary
Driver Trainer
Food Services Program Coordinator Assistant
Grounds Specialist / LEAD IPM
High School Attendance Clerk
Human Resources Generalist I
Irrigation Specialist
Lead Educational Assistant – Child Care
Painter Specialist
Plumber Trainee II
Post Graduation Planning Specialist
Program Coordinator Assistant – Schools
Program Coordinator/Technology Assistant
Records & Scheduling Assistant

Grade 11

Accounting Clerk III
Accounting Specialist – Accounting System
Accounting Specialist – Payroll System
Administrative Assistant
Bilingual Human Services Coordinator
Cataloging Specialist
Elementary School Secretary
Facilities Coordinator
Finance Clerk
Floor Covering Specialist

High School Secretary
Human Services Program Coordinator
KRVM Membership Coordinator
Maintenance Worker III
Middle School Secretary
Plumber Trainee III
Registrar
Roofing Specialist
Route Planning Coordinator
SPED Vocational Training Assistant
Student & School Coordinator
Technology Support Specialist I
Transportation Dispatcher
Transportation Training Coordinator
Vocational Training Assistant
Volunteer Program Coordinator

Grade 12

Driver Development Coordinator
Education Skills Trainer
Heating Technician
HVAC/Refrigeration Technician I
Human Resources Generalist II
Locksmith
Plumber Trainee IV
Program Coordinator – Clerical/Admin
Program Coordinator – Schools
Recreation/Activities Coordinator
Safe Routes School Coordinator
School Plus Program Coordinator

Grade 13

Architectural Drafter
Federal Program Coordinator
Fleet Mechanic II
HVAC/Refrigeration Tech II
Management Assistant
Parts Specialist/Mechanic II
Programmer Analyst I
Plumber
Technology Help Desk Specialist
Technology Support Specialist II
Translation & Interpreting Services Coordinator
User Services Specialist II

Grade 14

Accounting & Business System Specialist
Computer System Support Technician
Computer Technician
Certified Occupational Therapy Assistant
Communication Specialist
Deaf and Hard of Hearing Interpreter I
Electronics Technician – Fire Alarm, Security System
HVAC Refrigeration Technician III
Human Resources Specialist
KRVM Program Coordinator
Locksmith Specialist
Outreach and Recovery Coordinator

Research, Evaluation, Assessment & Data Analyst
Staffing and School Accountant

Grade 15

Deaf and Hard of Hearing Interpreter II
Deaf and Hard of Hearing Interpreter Lead
Electrician
Electronics Technician Specialist
Fleet Shop Coordinator
Plumber Specialist
Safety Specialist
Technology Support Specialist III

Grade 16

Programmer Analyst II

Grade 17

Grant Writer Analyst
Senior Programmer Analyst

Grade 18

Buyer
Electrician Specialist

APPENDIX D CLASSIFICATION FAMILIES

Family of Secretarial/Clerical Classifications

STAND ALONE

Family Classifications	Pay Grade
Buyer.....	18
Grant Writer Analyst.....	17
Human Resources Specialist.....	14
Outreach and Recovery Coordinator.....	14
Research, Evaluation, Assessment & Data Analyst	14
Management Assistant.....	13
Translation and Interpreter Services Coordinator.....	13
User Services Specialist II.....	13
Human Resources Generalist II.....	12
Program Coordinator — Clerical/Admin.....	12
Program Coordinator — Schools.....	12
School Plus Program Coordinator.....	12
Administrative Assistant.....	11
Bilingual Human Services Coordinator.....	11
Human Services Program Coordinator.....	11
Cataloging Specialist.....	11
Elementary School Secretary.....	11
High School Secretary.....	11
Middle School Secretary.....	11
Registrar.....	11
Vocational Training Assistant.....	11
Case Manager Assistant.....	10
Department Secretary.....	10
Food Services Program Coordinator Assistant.....	10
High School Attendance Clerk.....	10
Human Resources Generalist I.....	10
Post Graduation Planning Specialist.....	10
Program Coordinator Assistant — Schools.....	10
Program Coordinator/Technology Assistant.....	10
Records & Scheduling Assistant.....	10
Career Center Assistant.....	9
Health Services Assistant.....	9
Office Support Bilingual/Bicultural.....	9
AV Textbook Specialist.....	8
Elementary School Assistant.....	8
General Services Assistant.....	8
Library/IMC Specialist (at secondary level).....	8
Middle School Attendance Clerk.....	8
Department Assistant.....	7
Library/IMC Assistant (at secondary level).....	7
Data Entry Clerk.....	5

No GENERIC GROUP Family Classifications

Family of Custodial Services Classifications

STAND ALONE

Family Classifications	Pay Grade
Custodial Staff Assistant.....	10
Custodial Technician – Equipment Repair.....	10
Custodial Maintenance Coordinator II.....	8
Lead Custodian.....	8
Custodial Technician.....	7

GENERIC GROUP

Family Classifications	Pay Grade
Custodial Maintenance Coordinator I.....	7
Custodian [General Laborer].....	6

Note: Classification title in [brackets] is the classification the employee is first bumped to if displaced.

Family of Data Processing Classifications

STAND ALONE

Family Classifications

The Data Processing field has two paths, which are:

Application Programming/Software	Pay Grade
Senior Programmer Analyst.....	17
Programmer Analyst II.....	16
Programmer Analyst I.....	13

Application Programming/Hardware

Application Programming/Hardware	Pay Grade
Technology Support Specialist III.....	15
Computer System Support Technician.....	14
Computer Technician.....	14
Technology Help Desk Specialist.....	13
Technology_Support Specialist II.....	13
Technology Support Specialist I.....	11

No GENERIC GROUP Family Classifications

Family of Electronic Repair Classifications

STAND ALONE

Family Classifications	Pay Grade
Electronics Technician Specialist.....	15
Electronics Technician – Fire Alarm, Security System.....	14
Electronics Repair Assistant.....	7

No GENERIC GROUP Family Classifications

Family of Facilities Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Electrician Specialist [Electrician]	18
Electrician [Maintenance Worker II]	15
Plumber Specialist.....	15
Safety Specialist.....	15
HVAC Refrigeration Technician III.....	14
Locksmith Specialist.....	14
Architectural Drafter.....	13
HVAC/Refrigeration Technician II.....	13
Plumber [Maintenance Worker II].....	13
Heating Technician [Maintenance Worker II].....	12
HVAC/Refrigeration Technician I [Maintenance Worker II].....	12
Locksmith [Maintenance Worker I].....	12
Plumber Trainee IV.....	12
Floor Covering Specialist.....	11
Maintenance Worker III [Maintenance Worker II].....	11
Plumber Trainee III.....	11
Roofing Specialist [Senior Roofer or Maintenance Worker II]	11
Carpenter [Maintenance Worker II].....	10
Grounds Specialist / LEAD IPM.....	10
Irrigation Specialist.....	10
Painter Specialist.....	10
Plumber Trainee II.....	10
Plumber Trainee I.....	9
Senior Roofer [Roofer]	9
Equipment Operator [Senior Groundskeeper].....	8
Ground Specialist - IPM.....	8
Painter [Maintenance Worker I].....	8
Roofer [Maintenance Worker I].....	8
Senior Groundskeeper [Groundskeeper].....	7

GENERIC GROUP

<u>Family Classifications</u>	<u>Pay Grade</u>
Maintenance Worker II	9
Maintenance Worker I.....	7
General Laborer	5
Groundskeeper	5

Note: Classification title in [brackets] is the classification the employee is first bumped to if displaced.

Family of Financial Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Accounting & Business Systems Specialist	14
Staffing and School Accountant.....	14
Accounting Clerk III.....	11
Accounting Specialist – Accounting System	11
Accounting Specialist – Payroll System	11
Finance Clerk.....	11
Accounting Clerk II.....	9

Accounting Clerk I..... 7

No GENERIC GROUP Family Classifications

Family of Food Services Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Catering Operations Assistant	11
Food Service Coordinator II.....	E
Food Service Coordinator I	D
Food Service Technician	C

GENERIC GROUP

<u>Family Classifications</u>	<u>Pay Grade</u>
Food Service Assistant II.....	B
Food Service Assistant I.....	A

Family of Educational Assistant Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Deaf & Hard of Hearing Program Interpreter II.....	15
Deaf & Hard of Hearing Program Lead.....	15
Certified Occupational Therapy Assistant.....	14
Deaf & Hard of Hearing Program Interpreter I.....	14
Education Skills Trainer	12
SPED Vocational Training Assistant.....	11
Student & School Coordinator.....	11
Lead Educational Assistant – Child Care.....	10
Bilingual Educational Assistant.....	9
Childcare Center Educational Assistant	9
Day Care Educational Assistant.....	9
Educational Assistant	9
One-to-One Educational Assistant.....	9
Read Right Educational Assistant	9
SPED Educational Assistant.....	9
Child Development Center Educational Assistant.....	8
Day Care Program Educational Assistant.....	8
Library/IMC Assistant (Elementary Level).....	7
Student Supervision Assistant	7
School Crossing Guard.....	5

No GENERIC GROUP Family Classifications

Family of Public Relations/Journalism Media Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Communication Specialist.....	14
KRVM Program Coordinator	14
KRVM Membership Coordinator.....	11
Recreation/Activities Coordinator	12
School Plus Program Coordinator	12

Facilities Coordinator	11
Volunteer Program Coordinator	11
School Volunteer Coordinator	7
KRVM Financial Support Rep II	--

No GENERIC GROUP Family Classifications

Family of Mechanics Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Fleet Shop Coordinator	15
Fleet Mechanic II	13
Parts Specialist/Mechanic II	13
Fleet Mechanic I	9
Fleet Service Technician [General Laborer]	7
General Laborer	5

Note: Classification title in [brackets] is the classification the employee is first bumped to if displaced.

No GENERIC GROUP Family Classifications

Family of Drivers Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Driver Development Coordinator	12
Safe Routes School Coordinator	12
Route Planning Coordinator	11
Transportation Dispatcher	11
Transportation Training Coordinator	11
Assistant Dispatcher	10
Driver Trainer	10
Bus Driver Specialist	9
Dispatch Information Coordinator	9
[To bus driver if previous classification; to secretarial/clerical if previous classification]	
Van Driver	7
Special Education Bus Aide_[General Laborer]	6

No GENERIC GROUP Family Classifications

Family of Warehouse Operations Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Warehouse Operations Assistant	8

GENERIC GROUP

<u>Family Classifications</u>	<u>Pay Grade</u>
General Laborer	5

APPENDIX E

CLASSIFIED BENEFITS COORDINATOR

Position Summary

The classified benefit coordinator position is a bargaining unit position represented by OSEA which will have responsibilities and qualifications as assigned by the Classified Joint Benefits Committee (JBC) in section 17.6. of the District 4J/OSEA Collective Bargaining Agreement. These responsibilities and qualifications will include the following which can be changed by consensus agreement of the JBC.

Distinguishing Characteristics

This position is a result of the collective bargaining process, with duties assigned by the Classified JBC as outlined in the District 4J/OSEA Collective Bargaining Agreement. The annual salary for this position is set within the collective bargaining agreement, and is not subject to reclassification. The pay schedule for this position is in Appendix B. Step placement and advancement are subject to the terms of the collective bargaining agreement.

The position has a 12-month work year and will have the same benefits and working conditions as other classified bargaining unit members in 12-month work year positions. The position is a minimum half-time within the collective bargaining agreement, and is assigned to full-time status for a minimum period of July 1, 2018 through June 30, 2022 based on available funds in the Classified Insurance Reserve Fund. This job description is based on a full-time (1.0 FTE) status assignment.

Supervisory Relationships

Technical supervision by the 4J Risk Manager or designee, and general supervision by the Classified JBC.

Essential Functions

1. Communicate with employees regarding benefits and changes in benefit plans. Draft, compose and otherwise develop communication to promote understanding of benefit plan options and wellness programs.
2. Develop, recommend, and implement JBC-approved wellness programs and plans to positively impact future insurance costs as appropriate.
3. Address employee insurance questions and concerns.
4. Serve as a resource to the Classified JBC. Create, analyze and present detailed reports and financial forecasts for the benefits committee, OSEA Executive Board, District 4J/OSEA bargaining teams, and contract management teams.
5. Participate in open enrollment activities. Collaborate with 4J Benefits Manager to create open enrollment documents specific to Classified employees.
6. Collaborate with 4J Risk Manager or designee and staff on problem resolution and project development and implementation with District carriers.
7. Ensure that employee question/concerns are promptly answered. Where appropriate, function as liaison between employee and employer; e.g., HR or Financial Services.
8. Assist Risk Manager or designee and insurance consultant with negotiation of provider contracts.
9. Serve as the Classified Employee Representative on the District Safety Committee, Wellness Committee, and other committees as directed by the Classified JBC.
10. Assist employees with retirement planning. Direct employees to appropriate planning resources, educate them regarding retiree insurance options, and assist with completion of district retirement documents.
11. Educate and inform employees about the 403(b) retirement savings incentive program; establish education/enrollment opportunities with the three authorized program vendors.
12. Educate and inform employees about Staff Development and Classified Professional Education Program (PEP) Fund; ensure that guidelines are followed and proper reimbursements occur. Maintain accurate records and report any ending fund balance as required by the Collective Bargaining Agreement.
13. Coordinate operation of the Classified Sick Leave Bank. Conduct annual enrollment, track donations and utilization, process applications with Sick Leave Bank Committee. Coordinate medical leave application process with Human Resources and, where appropriate, educate employees on Long-Term Disability options.

Required Knowledge, Skills and Abilities

1. Detailed knowledge of all District benefit plans, including Active and Retiree Medical, Dental, Long-Term Disability, Life Insurance, Flexible Spending, Wellness, and Employee Assistance Programs.
2. General knowledge of medical insurance, contemporary health care practices, wellness education programs, and strategies for coping with change.
3. High degree of personal interest in dealing effectively with benefits issues.
4. Excellent written and oral communication skills. Knowledge of English grammar, spelling, and composition.
5. Solid research and data analysis skills. Ability to analyze and synthesize complex information and develop clear and concise reports. Good presentation skills.
6. Ability to work effectively with diverse groups; e.g., employees, District administration, providers, and carriers.

Minimum Qualifications Summary

1. Current classified employee of District with minimum of five (5) years employment with the District.
2. Competency with productivity software (Microsoft Office Suite) and district business systems, or ability to gain competence in a timely manner.
3. Graduation from senior high school or equivalent; post secondary training in financial/clerical field or equivalent work experience preferred.

APPENDIX F
MEDICAL SERVICES PROVIDED BY CLASSIFIED EMPLOYEE

Part I:

1. The District will continue to provide the full range of medical training necessary for classified employees to provide for students with medical needs.
2. Reclassification requests of classified employees providing medical services will be processed per Article 7.

Part II- Employee Opportunity to Volunteer:

1. The District provides classified employees ongoing opportunities to volunteer to provide medical services for students. The medical services a classified employee can volunteer for must be clearly described, must be legal for the classified employee to provide, and the classified employee must be adequately trained to provide the medical services. The responsible administrator must approve of any volunteers who provide medical services.
2. The District retains the right to assign medical services duties subject to the contract and the District's duty to bargain.
3. Training will occur within a reasonable period of time of the medical services being provided. The administrator in cooperation with the school nurse will identify any needed training.

APPENDIX G
INSTRUCTIONAL ASSISTANT PREPARATION TIME

The District will issue a memo to all building administrators which will identify the following process:

1. In September of each year the building administrator will notify each teacher of the District's expectation that instructional assistants who provide instructional support should be provided the opportunity to discuss scheduling prep-time.
2. The teacher and the instructional assistant will mutually agree to the scheduled time and length of prep-time and shall provide the schedule to the building administrator.
3. In the event that an instructional assistant does not feel the scheduled prep-time is adequate, the instructional assistant should discuss the issue with the appropriate administrator. The administrator shall have the final responsibility to resolve the issue.

APPENDIX H

BILINGUAL DIFFERENTIAL

The Association and the District recognize that there may be times when, in addition to their regular duties, bilingual classified employees in a position not requiring bilingual skills will be asked to help translate/interpret for a 4J student or family.

On a trial basis for the 2018-19 school year, the Human Resources Department will implement the below process. In May, 2019 a subcommittee of two district representatives and two Association representatives will review and assess this process, and may make a joint recommendation to the bargaining chairs regarding how to proceed.

Bilingual Differential Process

When an administrator assigns a task of bilingual translation and/or interpretation, to an employee hired for a position that does not require bilingual skill, the employee shall be paid a differential of five percent (5%) over their base rate for the time the employee spent translating and/or interpreting. Time will be documented in 15 minute increments which may be a combination of multiple assignments of less than 15 minutes each, but that cumulatively total at least 15 minutes in the course of a week. The employee is responsible for documenting time spend translating and/or interpreting and will submit the district-required form each month, and no later than two months after the work was completed.

This Appendix expires June 30, 2019, and may be extended by mutual agreement of the Association and the District.

APPENDIX I POOL POSTING

Multiple vacancies in a nutrition services classification may be recruited with a single posting. Pool postings will include the classification title, salary range, hour range, work year, basic qualifications required, and special position responsibilities, and limitations on the duration of the position(s). A pool posting will include work sites, if known, and indicate that subsequent vacancies may also be filled by applicants to this pool.

The district will end pool hiring for a specific recruitment within 45 days from the date the posting closes.

The Appendix expires June 30, 2019. This process may be extended by mutual agreement by the Association and the District.

APPENDIX J
SSD STAFFING FOR FOLLOWING SCHOOL YEAR

The Association and the District have an interest in supporting effective assignments of SSD staff assigned to buildings. On a trial basis for 2018-19 and 2019-20 the district will implement the below process.

In February, special education EAs will be asked to complete a preference form soliciting information on an employee's preferred level (elementary, middle, high or other) and area of specialization (for example, life skills, medically fragile, behavior, cognitive). During the district's staffing process in March, the district will consider such preferences in filling known vacancies for the following school year. Article 8 – VACANCIES shall not apply to vacancies filled through this process. Nothing in this Agreement diminishes the district's right to assign staff based on student and programmatic need.

When a classified special education EA is reassigned from one building to another, the employee will receive advance written notice of the reason for the reassignment.

This Appendix expires on June 30, 2020 and may be extended by mutual agreement of the Association and the District.

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