

Union Proposal Draft

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**OREGON SCHOOL EMPLOYEES
ASSOCIATION**

CHAPTER NO. 1

and

EUGENE SCHOOL DISTRICT 4J

2018-2022 - 2025

(~~As Amended in August 2021~~)

Eugene School District 4J provides equal educational and employment opportunities. District programs, activities and practices shall be free from discrimination and harassment based on 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.

The district complies with all applicable state and federal laws and regulations, including but not limited to: Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA) of 1990 and the ADA Amendments Act of 2008; and Oregon laws prohibiting discrimination. The district's compliance includes all district programs, courses and activities, including extracurricular activities, services, and access to facilities.

The following employees have been designated to respond to questions and complaints from students, parents, staff and members of the public about nondiscrimination and equal educational opportunities, including harassment, sex discrimination and sexual harassment:

ADA Accessibility Coordinator
200 North Monroe Street
Eugene OR 97402
541-790-7672
hr_ada44i.lane.edu

Title VI & IX Coordinator EEO Coordinator
200 North Monroe Street 200 North Monroe Street
Eugene, OR 97402 Eugene, OR 97402
541-790-7558 541-790-7668
titleixeoordinator4j.lane.edu

Eugene, OR 97402
541-790-7668
eeo@4j.lane.edu

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COLLECTIVE BARGAINING AGREEMENT
Between OREGON SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 1 and EUGENE
SCHOOL DISTRICT 4J,
LANE COUNTY, OREGON 2018-2022-2025

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

THIS AGREEMENT, made the 5th day of September 2018, as amended on August 18, 2021, 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 ~~2022~~ and remain effect through June 30, 2022. ~~2025~~ However, by March, 2024, 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 ~~fourth~~ ~~third~~ year (2021-22~~2023-24~~) 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 ~~Contract~~. 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 ~~Contract~~ so negotiated shall be reduced to writing after ratification by the parties.
- 1.3 Matters Covered. All matters not specifically covered in this Agreement ~~Contract~~ shall be deemed to have been raised and disposed of as if specifically covered herein. This instrument contains the full and complete Agreement ~~Contract~~ between the Association and the District on all bargainable issues and neither party shall be required during the term of this Agreement ~~Contract~~ to negotiate or bargain upon any issue except as provided in this Agreement ~~Contract~~.

Notwithstanding the foregoing, if federal or state laws are enacted during the term of this Agreement ~~Contract~~ which directly and negatively affect a specific term of this Agreement ~~Contract~~, 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-**Contract**, 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-**Contract** 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-**Contract** 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-**Contract** 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 nonrecoverable 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 ~~D~~istrict 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-**Contract**.

- 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 or 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 (1) 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 they were in a paid status in their last working day before this holiday. However, if the employee is eligible for vacation pay in section 2.2.4.1 in their first or second consecutive year in a seasonal position, the employee will be granted holiday pay for the 4th of July if they were in a paid status in their 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 bonafide 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 **one third (1/3)** of their 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 Districts control, or budget limitations.
 - 3.15.1 Student Attendance Day Employees Student attendance days plus **79** paid holidays.
 - 3.15.2 ~~192~~-day employees 185 work days plus **79** paid holidays.
 - 3.15.3 ~~196~~-day employees 189 work days plus **79** paid holidays

- 3.15.4 10-month employees 206 work days plus ~~7~~10 paid holidays.
- 3.15.5 11-month employees 219 work days plus ~~7~~10 paid holidays.
- 3.15.6 12-month employees 12-month work year which includes 250 work days plus ~~4~~11 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.~~ **Dues Deduction. The district shall honor the present dues deduction authorization executed by the employee in favor of the Association. The Association shall provide a list of bargaining unit members identified by the Association to have authorized, in writing, the District to deduct from wages the payment of dues and fees to the Association, which shall be relied upon by the District. The district shall transmit the deductions to the state office on 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~~ **twelve-** month basis must make such election before the first date of service. The parties agree this ~~Agreement~~ **Contract** signifies such election by all current members, and those who become employees during the term of the ~~Agreement~~ **Contract**. Until a successor ~~Agreement~~ **Contract** 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. **Meeting with Existing Employees. Duly-authorized representatives of the Association as identified by OSEA, may meet with an employee, on district property during the employee's regular working hours, to investigate and discuss grievances, attend investigatory meetings; engage in collective bargaining, and perform other duties agreed upon by the Association and the District. Such meetings shall not interfere with district operations and shall be limited to time periods determined by the principal or supervisor to have the least impact on the school or work day. The District will not unreasonably deny Association access to employees. The representatives may leave a message for employees at any other time. The Association shall provide the District with a current list of names and telephone numbers of the representatives.**
- 4.2.2.1 **Employee Orientation. The district shall require all employees newly hired into bargaining unit positions to attend new hire orientation. The district shall grant duly-authorized representatives of the Association access to newly hired bargaining unit members for thirty (30) minutes during employee orientation. The association shall be permitted to set up a table and meet directly with employees before, after and during breaks at orientation.**
- 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. **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. The Association will obtain advanced approval from the site administrator for use of an assigned meeting room. Approval for use of the room may not be unreasonable withheld.**
- 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 they are on leave. **However, if the position held prior to leave no longer exist at the end of the leave, the President shall have seniority, classification, time block and job placement rights in accordance with Article 24 of the CBA.** 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 their time on this leave.
- 4.2.7 Release Time for Designated Association Representatives.**
- 4.2.7.1 Paid. The District will provide up to eighty-five (85) hours of paid release time per fiscal year for designated association representatives to engage in activities described in ORS 243.798 including attending investigatory meetings, and membership drives. OSEA Chapter 1 membership drives may be held during two one-week periods per year at district sites. OSEA and Human Resources will confer in advance about the proposed activity to avoid foreseeable conflicts and hardship to the school or department. The District and Association may mutually agree to increase the amount of paid release time available, should the need arise.**

4.2.7.2 Unpaid. The district shall authorize up to forty (40) hours of unpaid association leave for attendance at OSEA trainings, statewide conferences, and events. OSEA will reimburse the district for the wages and fixed payroll costs of the absent employee.

4.2.7.3 Process. A representative's request for release time under Article 4.2.7 must be submitted, in writing, for approval to the employee's supervisor and then to a Human Resources administrator at least five (5) calendar days in advance; if the need for release time is unforeseeable such that five (5) days' notice is impracticable, the District may waive the notice period. The district will approve the release time request if it determines that granting the leave will not negatively affect the program. Requests will not be unreasonably denied.

4.2.8 The District shall provide the Association with contract information for new and existing bargaining unit members in accordance with the timelines outlined in ORS 243.804.

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~~ **Contract**. 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~~ **Contract**, 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 **fifteen (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 proposed pay grade that complies with Oregon Pay Equity law, and notify the Association of the same. The Association shall have the opportunity to meet and discuss the matter with the District. If the Association objects to the District's pay grade proposal, it shall have fourteen (14) days in which to inform the district of any demand to bargain over the pay grade, and the parties will engage in expedited bargaining pursuant to ORS 243.698. Negotiations teams will be comprised of two (2) members each unless the parties agree otherwise. The District may, at its option, implement the proposed pay grade pending the completion of negotiations.
- 7.3 Reclassification of Existing Positions
- 7.3.1 Reclassification. The reclassification process can occur when there is a permanent and substantial change of duties.
- 7.3.2 Reclassification Process. The District, an employee or the Association may initiate the reclassification procedure as follows:
- 7.3.2.1 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 their differences, and submit the request to the appropriate Department Director or Building Administrator.
- 7.3.2.2 The Department Director or Building Administrator shall review the position description and forward the reclassification request to the Human Resources Department **within one (1) week.**
- 7.3.2.3 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, **within two (2) weeks.** If the latter, the District shall follow the procedure in 7.2.
- 7.4 Appeals of Human Resource Reclassification Decisions
- 7.4.1 An employee or Association may appeal a reclassification decision to allocate the position to an existing class or denial of request as follows:
- 7.4.1.1 Employee initiates a written request for review to Human Resources (I-1R) within two (2) weeks of Human Resources decision.
- 7.4.1.2 HR will respond with a letter which outlines employees responsibilities, time lines, and data to be submitted to HR to process the appeal **within one (1) week.**
- 7.4.1.3 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.
- 7.4.1.4 Upon receipt of an appeal, the HR Director reviews and compares data received to existing class specifications and will make a decision within two (2) weeks.
- 7.4.1.5 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.

7.5 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 e-Contract upon mutual agreement.

7.6 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 they were not interviewed for or offered a position.
- 8.2.3 If the employee who was not selected believes they were the best qualified candidate, they 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 (6) 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 their 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 their 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)~~ **three (3)** 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 ~~e~~ **C**ontract.

9.1.3 When a probationary employee completes their probationary period, they shall be considered an employee for all benefits and rights in this ~~e~~ **C**ontract 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 their 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 their 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 **may choose to** 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 e 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 **one hundred ninety six (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. **Bus drivers, food services, custodians, and warehouse employees will be notified by 5:30am.**

- 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 **one hundred ninety six (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 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 **or they may choose compensatory time** 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
- 12.1.6 Make-Up. All classified employees who work **one hundred ninety six (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 Inability to Reach Work Safely. When conditions are such that it is impossible for an employee to reach their assigned work station, the employee shall notify their principal or immediate supervisor. An employee who is unable to reach their assigned work station will have the option of using unused personal days, compensatory time, or vacation time, if available, or unpaid personal leave.

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, one hundred ninety two (192) day employees, one hundred ninety six (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 (2) 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 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 forty (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 their 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 their 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, they 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)~~ **one thousand (1000)** 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. **Unit members may take three (3) days of personal leave per year with pay.**~~

13.3.1. This leave is accumulative under the terms of Section 13.3.5

13.3.2. This leave must be scheduled with the unit member's supervisor twenty-four (24) hours in advance unless the incident giving rise to the need for leave is of such emergency nature that advance scheduling is not feasible.

13.3.3. Personal leave may be used on a day adjacent to a holiday or vacation if the leave is otherwise permitted under this provision. However, in no case may personal leave be taken on a day adjacent to a holiday or vacation for the purpose of extending the activities of the holiday or vacation.

13.3.4 Unit members returning to work following a holiday or vacation period who have had their travel curtailed due to a strike, cancellation, or hazardous weather conditions may use personal leave.

13.3.5 Unit members may carry over unused personal leave days up to the total of three (3) accumulated personal leave days. All provisions of Section 13.3 related to the use of personal leave apply to the use of such accumulated leave, except that members taking leave of more that five (5) days shall complete a leave request form available from Human Resources.

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 their 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 their 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 **A** Family Leave form **will be** 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 their accrued paid sick leave to attend to the birth, adoption, foster care, or home care of their child, or to care for a family member with a serious health condition after the employee has used all their accrued paid personal days under Section 13.22. An employee may use their 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, they shall be paid their regular pay for jury duty time they are 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 their 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 employees supervisor is not called, then the employee shall report to work at their 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 employees 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 MLA 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 their 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 their 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 their 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 they 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 their 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 their 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 their 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 their original position provided the District is able to fill their 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 their 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 **seventy five percent (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, they shall be advised or notified that they 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~~ **Contract** 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.

15.6 Role of Union Representation in Investigatory Interviews

15.6.1 The role of a representative is to represent employees, at their request, in investigative interviews that the employee reasonably believes could lead to the employee's discipline. At the outset of the interview, the representative may inquire about the general subject matter(s) of the questioning to follow. Upon the representative's request for a private consultation with the employee before questioning begins, the interviewer shall grant the request. Such consultation will not cause undue delay.

15.6.1.1 If an employee or representative reasonably believes that answering the interviewer's questions may criminally incriminate the employee, the employee or representative may so indicate, and the interviewer may instruct the employee about the employee's rights under Garrity v. new Jersey.

15.6.2 During the interviewer's questioning of the employee, the representative's role is limited to seeking clarification of the interviewer's questions. The district has the right initially to hear the employee's own account of the matter under investigation. The representative will not request a break without a compelling reason, counsel the employee, answer for the employee, or question the employee or interviewer except as necessary to seek clarification of the interviewer's question. The representative may, if asked, tell the employee to answer the interviewer's question. The representative may also object to confusing or intimidating tactics. In such case, the interviewer may choose to rephrase the question, withdraw the question, or require the employee to answer the question as asked.

15.6.3 After the interviewer has completed questioning the employee, the representative may ask the employee questions designed to clarify previous answers or to elicit further relevant information. Before the end of the meeting, the representative may suggest to the interviewer other witnesses to interview and may describe relevant practices, prior situations, relevant evidence, or mitigating factors that could have some bearing on the district's deliberations concerning discipline.

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~~ Contract.
- 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~~ Contract.

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