

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, 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 ~~2022-2025~~ 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.

~~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.~~ ~~Negotiating Successor Agreement. The Parties agree to enter into collective bargaining over a successor agreement no later than February 15th of the last fiscal year of the Agreement, or other date as mutually agreed upon.~~

- ~~1.3.1.2~~ 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.

- ~~1.4.1.3~~ 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.

- ~~1.5.1.4~~ 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.

OSEA 2022 Bargaining – Union Counter proposal 7-27-22

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.

~~4.61.5~~ 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.

~~4.71.6~~ 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 pursuant to the first five steps of the seasonal position classified salary schedule for the position pay range.~~ The employee will be placed on the step corresponding with depending on the employee's experience in the seasonal position (e.g., Step 1 first year. Step 2 second year, etc.).
 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 ~~continue to be credited with~~ earn 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.
 - ~~3.4.~~ 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.

OSEA 2022 Bargaining – Union Counter proposal 7-27-22

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 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 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 ~~206-205~~ work days plus ~~7-8~~ paid holidays.
 - 3.15.5 11-month employees ~~219-218~~ work days plus ~~7-8~~ paid holidays.
 - 3.15.6 12-month employees 12-month work year which includes ~~250-249~~ work days plus ~~10-11~~ 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

~~4.1.2 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 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 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.~~
~~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 the 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.

4.2.24.2.3 Use of District Mail. The Association may place communications to its members in the District's ~~inter-office mail system, but the District may give its own mail priority in its distribution.~~

4.2.34.2.4 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.

4.2.44.2.5 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.~~

4.2.54.2.6 Association President's Leave. 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 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 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 two (2) weeks.
- 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. If the latter, the District shall follow the procedure in 7.2.
- ~~7.3.2.3~~ 7.3.2.4 Any approved reclassification that results in a pay adjustment will be applied retroactively from the date of submission under Article 7.3.2.1.
- 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 (HR) within two (2) weeks of Human Resources decision.
- 7.4.1.2 HR will respond with a letter which outlines employee's responsibilities, time lines, and data to be submitted to HR to process the appeal within two (2) weeks.
- 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 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.

[The following language in the paragraph directly below is current contract language moved from Appendix H with the proposed redlined changes:]

Multiple vacancies in ~~a nutrition services, custodial services, or special education~~ classification may be recruited with a single pool 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. Hiring managers will consider location preferences of employees when determining assignments.

- 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 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 ~~Reg. (75)~~ 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 their probationary period, they 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 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 substantiated claims of harassment, discrimination, retaliation, boundary violations, sexual misconduct, abuse and/or violence shall not be removed at any time.

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. ~~Bus drivers, food services, custodians, and warehouse employees will be notified by 5:30 am.~~

- 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 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.
- 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 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 Unpaid leave for Student Teaching

In an effort to support non-probationary bargaining unit members in their pursuit of becoming a licensed professional in an area, determined by the district, that supports students and families, the director of human resources or designee may grant either a temporary reduction of work hours (part-time unpaid leave) or a full-time short duration unpaid leave, for the purpose of completing the clinical or student teaching requirements of an accredited college, university or an alternative certification program recognized by the State of Oregon. The duration of this unpaid leave may not exceed six (6) months.

Factors the district will considered in deciding whether to approve the unpaid leave will be the duration of leave needed, the extent to which the enrolled professional program benefits the goals and mission of the district, the ability for the district to secure a regular and qualified substitute and the negative impacts or loss, if any, the District will suffer by their absence.

Upon completion of the part-time or full time leave, the district will return the employee to the position held when the leave began, provided the district was able to identify a qualified substitute. If a qualified substitute was not available, the district may place the employee in the first vacant position in the employee's original classification.

Should the district be unable to accommodate a request for a part-time unpaid leave, the district may grant a full-time short duration leave.

All pay and benefit implications associated with either a reduction of hours or a full time leave will be realized in accordance with the provisions of the CBA.

- ~~14.2~~14.3 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~~14.3.1 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~~14.3.2 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~~14.3.3 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.

OSEA 2022 Bargaining – Union Counter proposal 7-27-22

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~~14.4 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~~14.5 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~~14.6 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 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 investigatory 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.

