

ARTICLE 11 - WORKING TIME

- 11.1 Work Hours and Time Schedule. The working hours and schedule for all employees shall be determined by the supervisor or building administrator and approved by the Superintendent or designee. Employees currently scheduled to work Monday to Friday shall not be required to work on weekends, except: (1) voluntarily, unless sufficient numbers of persons in the classification fail to volunteer, or (2) in the event of an emergency.
- 11.1.1 Work Week. A full-time work schedule shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) consecutive eight (8)-hour days or four (4) consecutive ten (10)-hour days, exclusive of the lunch period. To the extent consistent with the operational needs and requirements of the District, employees will be scheduled on a Monday through Friday basis.
- 11.1.2 All paid status time of an employee shall be considered as time worked.
- 11.1.3 Work Beyond Regularly Scheduled Hours. Work time beyond scheduled work hours will be pre-approved in writing, and where pre-approval is not possible, the administrator or supervisor will be informed in writing by the end of the employee’s next work day.
- 11.2 Overtime. Overtime means work performed by employees in excess of eight (8) hours in any one day, other than trade time, described below, or forty (40) hours in a week. Notwithstanding the foregoing, if the District adopts a ten (10)-hour day and a four (4)-day week for any of its employees, such employees shall be allowed overtime compensation for employment in excess of ten (10) hours in any one day. The work week begins on Monday and ends on Sunday.
- 11.2.1 Overtime Pay. Overtime will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for such employment.
- 11.2.2 Compensatory Time Off. In lieu of overtime pay and with the approval of the administrator or supervisor, or if budgeted funds are not available for the payment of overtime, an employee will receive compensatory time off at the rate of one and one-half (1-1/2) times the number of overtime hours worked. Maximum accumulated compensatory time shall be sixty (60) hours for full-time employees, and thirty (30) for part-time employees. An employee who has accumulated the maximum compensatory time shall be paid for any additional overtime worked in the next regular pay period. Compensatory time will be recorded daily and/or weekly on a form that is readily accessible to the employee, supervisor and HR.
- 11.3 Trade Time. Trade time is equal time exchanged within the same workweek. Trade time is available by mutual agreement of the supervisor or building administrator and the employee. Employees who are scheduled to take trade time but are unable to do so must notify their supervisor by the next business day and record the actual hours worked on a timesheet.
- 11.4 The terms of Sections 11.2 and 11.3 do not apply to any employee exempt from state and federal overtime compensation requirements.
- 11.5 ~~[MOVE TO ART. 19] Evening Shift Differential. An employee whose regular shift includes any hours between 67:00 p.m. and 5:00 a.m. shall be compensated with an additional fifty cents (\$0.50) an hour above their regular hourly rate. granted one (1) day off with pay annually. This day off with pay shall be in addition to any other paid vacation days or holidays due the employee. This day off with pay shall be taken during a school recess period and at a time mutually agreeable to the employee and the District. An employee must have worked at least six (6) months in the shift described above to be eligible for this shift differential benefit. Employees on the swing shift may take the day off during the winter recess period if mutually agreeable to the employee and the District.~~

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

ARTICLE 19 - COMPENSATION/RELATED MATTERS

- 19.1 Compensation. The compensation schedules for 2018-19, 2019-20, 2020-21 and the reopener for years four of this Agreement are contained in the attached Appendix A. The District and the Association recognize that the District may need to increase hourly wages due to labor market conditions. Any District proposal to increase wages will be subject to the parties’ duty to bargain.
- 19.2 Initial Placement. At the time of the first hiring of an employee, the District shall designate the proper placement of the individual on the appropriate salary/wage schedule based on the employee's experience, qualification, and other relevant pay equity factors.
- 19.3 Step Advancement in Grade. The advancement of all employees who are qualified to be advanced, and who have been employed prior to January 1, shall be effective on the first day of the employee's work year except as provided in Appendix A.
- 19.4 Compensation When Accepting a Position in a Different Classification . In accordance with Oregon pay equity law, an employee accepting a position in a different classification shall be placed on the step that corresponds with the employee’s qualifications and experience pertinent to that classification, and other relevant pay equity factors.
- 19.5 Involuntary Demotions. Involuntary demotions may occur for poor or unacceptable work or for other reasons. An employee involuntarily demoted to a lower classification shall be placed on the step in the lower classification pay grade that corresponds with the employee’s qualifications and experience pertinent to that classification, and other relevant pay equity factors.
- 19.6 Working Out of Range
 - 19.6.1 Within Bargaining Unit

Any employee assigned by an authorized administrator to perform substantially the same duties of a higher-paid position within the classified bargaining unit for more than five (5) consecutive working days shall be considered to be working out of range. An employee so assigned shall be paid on the higher classification range, at the step level rate next above their present rate of pay or two and one-half percent (2.5%), whichever is higher, retroactive to the first day. Employees will receive training and required equipment for any additional responsibilities. An employee temporarily assigned by an authorized administrator to perform substantially the same duties of a higher-paid position for thirty (30) or more consecutive calendar days shall be paid based on the step in the higher classification pay grade that corresponds with the employee’s qualifications and experience pertinent to that classification, and other relevant pay equity factors.
 - 19.6.2 Outside Bargaining Unit

Employees who agree to perform the duties and responsibilities of a District position not in the Association bargaining unit shall be eligible for a temporary pay adjustment increase up to ten percent (10%) or be placed on the salary schedule of the position. The employee shall be eligible for professional training leave under section 13.9 and the terms of the leave shall be as provided in Article 14 except that three (3) consecutive years of District employment is not required for a long duration leave.
- 19.7 Call Back
 - 19.7.1 Minimum Time Paid. Any employee who has left work after completing their regular working day and who is subsequently called back to the District or who is called back to the District on a Saturday or Sunday, shall be paid a minimum of two (2) hours for the work for which they are called back.
 - 19.7.2 Mileage. An employee who has left work after completing their regular working day and who is subsequently called back to the District to work shall be paid mileage at the rate paid District administrators for miles traveled between the employee's home and the assigned work place to which the employee is required to report, but in no event shall the distance reimbursed be more than thirty-two (32) miles for each occurrence.

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

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- 19.7.3 Travel Time. An employee who has left work after completing their regular working day and who is subsequently called back to the District to work shall be compensated for the reasonable travel time between employee's residence and the assigned work place to a maximum of not more than the time to travel thirty-two (32) miles for each call back.
- 19.8 Show Up Pay. The provisions of Section 12.1.4 apply to any employee reporting for assigned work hours.
- 19.9 Longevity Pay. Employees will receive a lump sum longevity payment as provided below in addition to longevity step compensation described in Appendix A.
- 19.9.1 On the fifteenth (15th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to three percent (3%) of their annual salary for the fiscal year in which payment is made, provided that the payment shall not exceed five hundred dollars (\$500.00).
- 19.9.2 On the twentieth (20th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to five percent (5%) of their annual salary for the fiscal year in which payment is made, provided that the payment shall not exceed one thousand dollars (\$1,000.00).
- 19.9.3 On the twenty fifth (25th) anniversary of their date of hire, employees will receive a one-time longevity payment of fifteen hundred dollars (\$1,500.00).

19.10 Academic Testing Assignments.

19.10.1 Responsibilities of the school testing coordinator are part of the licensed collective bargaining agreement and shall be filled by a licensed bargaining unit member. Should no licensed bargaining unit member accept the extra duty assignment, the building administrator may assign the role of school testing coordinator to a classified staff member at the same stipend rate listed within the licensed collective bargaining agreement.

19.10.2 Academic testing support is a process that may include multiple classified staff to engage in proctoring or other logistic activities, such as supervising students, providing snacks, reporting improprieties and technology issues to the school testing coordinator, entering student opt out forms into SIS, making photocopies, escorting students, and similar logistical and clerical duties that facilitate efficient and effective administration of state, district and building level assessments. These activities will be considered part of the classified unit member’s current job duties and will not receive additional compensation unless worked in excess of the employee’s regular workday schedule. Participation in testing support in excess of their work schedule shall be compensated at the employee’s regular rate of pay, overtime pay or compensatory time if applicable and as provided in Article 11.2, trade time, or through release from regular duty without loss of pay.

19.10.3 Testing coordination activities of building level academic assessments not under the oversight of the school testing coordinator (such as Advanced Placement assessments) shall be documented and paid via time card. The rate of pay for these hours will be the Bachelors column, Step 1, on 4J’s licensed professional salary schedule. Hours worked during the employees regular work schedule will be compensated at this base rate rather than the employee’s regular hourly wage. All hours scheduled to coordinate testing activities must be pre-approved by the building administrator prior to hours worked.

19.10.4 Classified staff who elect to support academic testing related to students at their worksite from outside agencies (ACT and/or SAT) shall be compensated under the condition of the outside agency. The district will not provide additional compensation outside of their regular work schedule. Employees shall be permitted to perform these testing related duties during their regular work hours without loss in compensation or benefits when approved by the building administrator.

~~19.10~~19.11 Travel Allowance. All classified employees who are required, in the course of their work, to drive personal vehicles to conduct authorized school business shall be paid mileage at the prevailing IRS rate. Examples of activities which do not qualify as authorized school business are travel to another duty station established at the written request of the employee, and attendance at workshops when attendance is voluntary.

~~19.11~~19.12 Payroll Matters

~~19.11.1~~19.12.1 Formula

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The base payroll formula for all but student attendance day employees is the sum of the number of paid contract days x the employee’s scheduled hours x the employee’s hourly rate, divided by 12 checks. For the period of this contract, food service employees working student attendance days only will be paid on this basis, but will receive 10 checks rather than 12. Variances in time worked that affect pay will be recorded on and paid according to a timesheet.

Transportation employees working student attendance days only will be paid based on a timesheet method over 10 months.

Add on assignments will be paid on a timesheet basis.

~~19.11.2~~19.12.2 Payroll Cut-off

When feasible, payroll cutoff will not occur prior to the fifteenth (15th) of the month. However, the District may modify the payroll cutoff date when, in the District's judgment, such modification is appropriate to facilitate conduct of the District's business. Paychecks will be deposited or mailed on the last business day of the month.

~~19.11.3~~19.12.3 Final Paycheck

An employee who quits or resigns with five (5) days’ written notice to Human Resources will be provided their final paycheck within five (5) days of employment termination. An employee who quits without such written notice to Human Resources will receive their final paycheck within 20 days of employment termination. When the District discharges an employee, payment will be made within five (5) days. Payment may be made by mail, picked up by the employee, or by direct deposit depending on the circumstances. “Days” in the Article means business days.

~~19.12~~19.13 Professional Education Program

~~19.12.1~~19.13.1 A Professional Education Program (PEP) Fund for classified employees will be implemented. The program will include job-related training activities, tuition reimbursement, registration or materials costs, and conferences and workshops which may be offered through the District.

The District provides \$15,000.00 each fiscal year for employee-initiated professional development for members. For the 2021-22 school year only, the district will contribute an additional \$15,000 for the PEP program.

~~19.12.2~~19.13.2 The Joint Labor Management (JLM) committee will meet to establish goals, review account balances provided by the classified benefits coordinator, and set written guidelines for the administration of funds, including the distribution of funds and changes to reimbursement levels. Periodic meetings will be held to carry out such activities. JLM recommendations and/or decisions shall be neither grievable nor arbitrable.

~~19.13~~19.14 Tools and Uniforms

~~19.13.1~~19.14.1 Tool Allowance. Following each fiscal year, the District shall pay in July an amount up to twenty percent (20%) of the total cost of tools as determined by the District's schedule of cost for mechanics and maintenance employees, and which are required by the employee for use in their employment with the District. This sum is to compensate the employee for the replacement of their tools.

~~19.13.2~~19.14.2 Proration of Tool Allowance. The amount of tool allowance paid to those individuals who begin employment after July 1 but prior to January 1, or who have extended leaves of absence, exclusive of paid vacation or sick leave, in excess of twenty-one (21) working days during the fiscal year shall be paid an amount equal to fifteen percent (15%) of the total cost of tools as determined in 19.13.1 above.

~~19.13.3~~19.14.3 Shoe Allowance. The District will provide an annual allowance of fifty dollars (\$50.00) for all food service staff required to wear nonslip shoes on the job who are employed as of September 15. Payment will be made in the September paycheck. New hires will receive the allowance in the employee’s first paycheck after hire.

~~19.13.4~~19.14.4 Laundry Service. Each year the District shall provide laundry service for District-furnished Transportation and Maintenance Department uniforms.

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~~19.13.5~~19.14.5 Exceptions to Tool Allowances. Individuals leaving employment of the District before completing the full year shall have the allowance paid in their final paycheck.

~~19.14~~19.15 Certificates, Licenses, and Physicals

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

~~19.15~~19.16 The District shall make a monthly District paid tax sheltered annuity (TSA) contribution. The District paid TSA contribution amount will be one and three quarters percent (1.75%) of the employee’s monthly bargaining unit position(s) wages. To be eligible for the District paid TSA contribution, the employee must contribute point seven five percent (.75%) of the employee’s monthly bargaining unit position(s) salary and complete the following necessary steps.

~~19.15.1~~19.16.1 Set up a TSA account with one of the three authorized District providers. This must be completed prior to Step 2.

~~19.15.2~~19.16.2 Complete the District TSA contribution form which is available in Financial Services or on the financial services website.

19.16.3 Return the completed District form to the District Financial Services Department. Completed forms received by the 15th of a month will be processed for payment the same month.

19.17 **[MOVED FROM 11, SEE 11 PROPOSAL FOR CHANGE FROM CCL] Evening Shift Differential. An employee whose regular shift includes any hours between 7:00 p.m. and 5:00 a.m. shall be compensated with an additional fifty cents (\$0.50) an hour above their regular hourly rate.**

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

19.18 Bilingual stipend

Employees in a designated bilingual classification will receive an annual stipend of \$1,500. Bargaining unit members who are not in a designated bilingual classification but are assigned by an authorized administrator to regularly perform duties which include use of a second language on a regular basis in both verbal and written form in support of students, staff, families and/or community members will receive the bilingual stipend provided the employee successfully completes a language assessment and is approved in writing on an annual basis by the building administrator or supervisor.

The stipend will be paid in ten (10) equal payments beginning at the end of October payroll. Stipends that are implemented or changed during the work year will be paid over the balance of the remaining payroll cycle.

Payment of the stipend will be prorated by FTE.

~~19.16~~19.19 Affinity Group Facilitator Pay. Student affinity group facilitators as assigned by the district shall be paid an annual stipend by program level: \$2500/ high school; \$1500/ middle school; and \$1000/ elementary school. The stipend will be paid in ten (10) equal payments beginning at the end of October payroll. Stipends that are implemented or changed during the work year will be paid over the balance of the remaining payroll cycle.