COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON SCHOOL EMPLOYEES ASSOCIATION

Chapter No. 1

And

EUGENE SCHOOL DISTRICT 4J

2011 ~ 2014
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COLLECTIVE BARGAINING AGREEMENT
Between OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 1 and EUGENE SCHOOL DISTRICT 4J, LANE COUNTY, OREGON 2011-2014

THIS AGREEMENT, made this 21st day of September, 2011 by and between EUGENE SCHOOL DISTRICT 4J, LANE COUNTY, OREGON, herein called "District," and the OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 1, herein called "Association."

RE bâtAL

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 October 1, 2011, and remain in full force to and including June 30, 2014.

1.2 Negotiating Successor Agreement. The parties agree to enter into collective bargaining over a successor agreement no later than January 15th of the last fiscal year of this Agreement. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

1.3 Matters Covered. All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. This instrument contains the full and complete Agreement between the Association and the District on all bargainable issues and neither party shall be required during the term of this Agreement to negotiate or bargain upon any issue except as provided in this Agreement.

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

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

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

1.5 Funding. The parties recognize that revenues needed to fund the benefits provided in this Agreement must be provided by established budget procedures and in certain circumstances by the vote of the citizens. All such benefits are, therefore, contingent upon sources of revenue and, where applicable, voter approval. After the imposition of any resource and/or expenditure limitation by the court(s), the legislature, or a vote of the people of Oregon, the direct and indirect monetary benefits of this Agreement shall be subject to renegotiation between the parties, upon written request for renegotiation being made by the District to the Association. In the event the District requests renegotiation prior to June 30, the existing monetary...
benefits shall be continued into the next fiscal year. In the event the District requests renegotiation after June 30, monetary benefits will revert to those existing during the prior fiscal year.

If negotiations do not result in a modification(s), the District may implement its last offer as provided herein. If the total cost of the direct and indirect monetary benefits of the District's last offer is 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 those enjoyed by employees in the prior fiscal year, the District may implement its last offer, and the Association may exercise the right to strike as provided by law. However, the Association waives the right to strike if the District's last offer is associated with a resource and/or expenditure limitation imposed by the court(s), the legislature, or a vote of the people of Oregon.

If the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any benefit provided in this Agreement while the schools are closed. The District shall not be required to "make up" any terminated benefit after schools are again opened, but the District will use its best efforts to enable employees to continue non-recoverable insurance coverage with voluntary payments by the employee while schools are closed.

1.6 The Association and the District will cooperate in the formation and function of a joint labor/management committee which will address issues of mutual concern. Issues will be brought to the committee by designated representatives of the Association and the District, and by committee members. The committee will not function in place of the grievance procedure or the negotiation process.

The joint labor/management committee shall meet regularly throughout the work year and be representative of District managers and the Association's members. The committee shall adopt a structure for its process and use an interest based process for addressing issues. A small group shall be designated the committee's coordinators who shall meet on a more regular basis and be the primary source for identifying issues that the committee will address. The committee is intended to function and make its decisions by mutual agreement.

1.7 Appendices A through Appendix K are attached to this contract, incorporated herein, and made part of this contract.

ARTICLE 2 - RECOGNITION

2.1 Exclusive Representative. The District hereby recognizes the Association as the exclusive bargaining representative for all classified employees of the District; EXCLUDING: Supervisory and confidential employees; work experience persons, substitutes, trainees, temporary employees, and non-bargaining unit seasonal employees, as defined herein; and those employees of the District in the teacher and substitute teacher bargaining units, and employees whose position requires a teaching certificate.

2.2 Definitions

2.2.1 Employee. For the purpose of this Contract, the term "employee" shall include all employees represented by the Association in the bargaining unit.

2.2.2 Temporary Employee. For the purpose of this Contract, a "temporary employee" is one who is hired for a period not to exceed ninety (90) working days to fill a position created for the purpose of completing a specific task that will not be done on a regular basis.

2.2.3 Substitute Employee. For the purpose of this Contract, a "substitute employee" is one hired for the purpose of filling the position of an absent employee.

2.2.4 Seasonal Employee. A seasonal employee is employed in a position available each year on a seasonal basis. A person hired to fill a seasonal position who at the time of hire is not employed in a position represented by OSEA in Section 2.1 is a non-bargaining unit seasonal employee.

2.2.4.1 Rights and benefits of employees in the bargaining unit hired in seasonal positions:

1. The District shall post seasonal positions.

2. If the District intends to hire non-bargaining employees as seasonal grounds crew employees during spring break, then a minimum number of seasonal grounds crew positions shall be established and posted for the spring break and qualified District employee applicants shall be given first consideration for these positions. Facilities Management shall work with the grounds crew to determine the minimum number of bargaining unit member seasonal positions based on weather,
financial resources, number of workers needed, type of grounds work, and other variables normally considered.

3. Qualified District employees will be given first consideration in filling seasonal positions.

4. Seasonal Positions in the Same Classification: District employees hired for seasonal positions that are in the same classification as the employee's current classification shall have all the rights, benefits, and responsibilities as if continuously employed in the same classification, except seasonal employees in the same classification are not eligible for vacation and are eligible for the payment in section 2.2.4.

2.2.4.2 Seasonal Positions in a Different Classification:

1. District employees hired for seasonal positions that are not in the employee's current classification shall be paid on the first five steps of the seasonal position pay range, depending on the employee's experience in the seasonal position.

2. Employees in these seasonal positions do not qualify for vacation. However, a seasonal employee who is in paid status two hundred forty (240) or more days in the fiscal year shall be paid an amount equal to ten (10) days of work in their school year position, to be paid in August.

3. Employees in these seasonal positions do not qualify for any other benefits provided herein except that they shall be credited with sick leave at the rate of one day for each month worked, and they shall be eligible for bereavement leave in section 13.2.3. Beginning with the third consecutive year in a seasonal position and during each year thereafter, an employee will be granted holiday pay for the 4th of July if he/she was in a paid status in his/her last working day before this holiday. However, if the employee is eligible for vacation pay in section 2.2.4.1 in his/her first or second consecutive year in a seasonal position, the employee will be granted holiday pay for the 4th of July if he/she was in a paid status in his/her last working day before the holiday.

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

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

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

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

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

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

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

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

2.4 No Obligation. Granting of recognition is not to be construed as obligating the District to continue any function or policy in any way.
ARTICLE 3 - DEFINITIONS

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

3.1 Association: Oregon School Employees Association Chapter 1, its officers and agents.

3.2 Demotion: An employee movement from one classification to another classification which is assigned a lower pay grade. Demotions may be either voluntary or involuntary.

3.3 District/Board of Directors: Board of Directors, Eugene School District 4J, Lane County, and its officers and agents.

3.4 Employee: All employees represented by the Association bargaining unit as defined in Section 2.2.1.

3.5 HR: Human Resources Department of the District.

3.6 Leave of Absence: An authorized absence from work for any period of time either in a paid or unpaid status.

3.7 Overtime, Compensatory Time: Defined in Section 11.3.

3.8 Paid Status Time: Means any day an employee is required to actually work or is absent and is being paid.

3.9 Pay Grade: The level of a pay range for a particular job classification consisting of several intermittent rates with a minimum and maximum rate as set forth in Appendix B.

3.10 Promotion: An employee movement from one classification to another classification which is assigned a higher pay grade.

3.11 Supervisor: Building administrators, heads of central services departments or subdivisions thereof, and other individuals having the authority, in the interest of the District, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, or discipline other employees, or effectively recommend such action. Supervisors do not include members of the licensed bargaining unit.

3.12 Temporary, Substitute, or Seasonal Employee: Defined in Sections 2.2.2, 2.2.3, and 2.2.4, respectively.

3.13 Work Month (Earning of Benefits): A work month is the actual number of work days normally assigned to a specific employee in a calendar month. An employee is eligible to earn benefits if in a paid status for at least 1/3 of his/her normally assigned work days in the month.

3.14 Work Week: See Section 11.2.

3.15 Work Year: The work year, including work days and paid holidays, is designated below for the various work groups. No guarantee is made that the number of days will be worked if a District school(s) is closed due to natural causes, other causes outside the District's control, or budget limitations.

3.15.1 Student Attendance Day Employees  

3.15.2 193 day employees  

3.15.3 197 day employees  

3.15.4 10-month employees  

3.15.5 11-month employees  

3.15.6 12-month employees  

3.15.7 Effective July 1, 2011, the work year for all work groups other than the student attendance day group is reduced by one non-instruction day.

3.16 Year: Year shall mean the work year, which is the employees' period of assigned service as defined in Section 3.14.

3.17 School Year: School year shall be defined as the portion of the fiscal year in which students are in attendance in school.

3.18 Fiscal Year: Fiscal year shall mean the period of time from July 1 through the following June 30.

3.19 Calendar Year: Calendar year shall mean a twelve-month period from January 1 through December 31.
ARTICLE 4 - EMPLOYEE PAYROLL DEDUCTIONS AND ASSOCIATION RIGHTS

4.1  Payroll Deductions

4.1.1  Voluntary Deductions. The District shall deduct from the salaries of the employees in the bargaining unit at the employees' request the following:

4.1.1.1  Dues to the Association

4.1.1.2  Premiums for Board-approved health & welfare benefits

4.1.1.3  Tax-sheltered annuities

4.1.1.4  Salary-continuation insurance

4.1.1.5  Contributions to the United Way

4.1.2  Dues Deduction. The District shall honor the present dues deduction authorization executed by the employee in favor of the Association. The District shall deduct from the wages of new employees for the payment of dues to the Association authorized in writing by each employee on the form provided by the Association. The District shall transmit the dues deducted as indicated in the above two sentences to the state office of the Oregon School Employees' Association (OSEA) by the fifteenth (15th) of the month following the date of the deduction.

4.1.3  Fair Share Deduction. The District agrees to deduct from the monthly wages of each classified employee who is not a member of the Association an in-lieu-of-dues payment and to transmit such payment to the OSEA State office by the fifteenth (15th) of the month following the date of the deduction. The total annual amount of the in-lieu-of-dues payment shall be certified to the District by the Association no later than August 1 each year as the amount allowed by ORS 243.650 (10) to defray the cost for services by the Association in negotiations and contract administration. The District will rely on the Association's certification.

4.1.4  Rights of non-association based on bona fide religious tenets shall be protected as provided in ORS 243.666.

4.1.5  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.

4.2  Association Rights

4.2.1  Posting Communications. The District shall provide the Association with reasonable bulletin board space on bulletin boards now in existence for the Association's use in communicating with members in the bargaining unit which it represents. Association communications shall include a statement that its source is the Association and shall only be of matters of interest to its members. There shall be no defamatory or scurrilous material posted.

4.2.2  Meeting with Employees. Duly-authorized representatives of the Association may transact official Association business on school property during periods employees in the unit are on their lunch period and for those working in schools after school is out of session. The representatives may leave a message for employees at any other time. The Association shall provide the District with a current list of the names and telephone numbers of the representatives.

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

4.2.4  Use of District Email. The Association may use District email subject to the terms and conditions of the current District Technology Appropriate Use Guidelines and District policies and administrative rules applicable to such use. All Association communications must clearly identify the Association authorship.

4.2.5  Use of District Facilities. The Association or committee of the Association shall, subject to School Board policy then prevailing, be allowed the use of District facilities for meetings for the purpose of conducting Association business.
4.2.6 The District shall grant the Association President a leave for carrying out Association business of representing bargaining unit members on matters of working conditions. During the term of this leave, the President's employment status and rights shall continue as if employed in the position from which he/she is on leave. At the end of the leave the President shall have the right to return to the same position. In the event the President's leave is part-time, the District and the Association will reach mutual agreement on the President's assignment before the leave can begin.

The Association shall reimburse the District for all its costs associated with payments to the President for his/her time on this leave.

ARTICLE 5 - DISTRICT RIGHTS

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

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

5.1 The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.

5.2 The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.

5.3 The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.

5.4 The maintenance of discipline and control and use of the school system property and facilities.

5.5 The determination of safety, health and property protection measures where legal responsibility of the District or other governmental unit is involved.

5.6 The right to enforce the rules and regulations now in effect and, except as otherwise provided in this Agreement, to establish new rules to hire, suspend, discharge or discipline or transfer employees and to maintain files to carry out this function.

5.7 The creation, combination, modification or elimination of any employee position deemed advisable by the District.

5.8 The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees and the establishment of quality standards and judgment of employee performance.

5.9 The determination of the layout and the equipment to be used and the right to plan, direct and control school activities. The determination of the employees' activities during assigned work periods and the processes, techniques, methods and means of performing work.

5.10 The right to establish and revise the school calendar, establish hours of employment, to determine the time, days and manner of payment, to schedule classes and assign workloads, and to select materials.

ARTICLE 6 - CONTRACTING OUT

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

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

6.1.1 If so, a joint task force will be formed to address the issue through an interest based process which will include (at a minimum) the following steps:

6.1.1.1 Problem definition;
6.1.2 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 September 2007.

7.2 New Position/Class

7.2.1 New Position. When the District decides to fill a new position which is within an existing classification it shall post the position as required in the Agreement and send the Association a copy of the posting announcement.

7.2.2 New Class. If the District creates a new classification, it shall develop a class specification and forward the class specification to the Association at least seven (7) working days before the District presents it to the Pay Grade Evaluation Committee (PGEC). The District agrees to consider the Association's concerns.

7.3 Pay Grade Evaluation Committee (PGEC)

7.3.1 Composition. The Committee shall consist of equal numbers of members appointed by the Association and the District. The total Committee members shall be at least four (4) and not more than eight (8).

7.3.2 Committee Actions. Committee members shall be trained in, and employ a position evaluation system designated by the District, which for the term of this contract shall be the Willis System or agreed upon successor. The Committee's decision shall be sent to the Director of Human Resources. If the Director of Human Resources modifies the decision of the PGEC, the Association shall be given notice of the modification and supporting reasons. If the Association does not accept the Director's decision, then it may grieve the decision beginning at Level 2 of the grievance procedure.

7.4 Reclassification of Existing Positions

7.4.1 Reclassification. The reclassification process can occur when there is a permanent and substantial change of duties.

7.4.2 Reclassification Process. The District, an employee or the Association may implement the reclassification procedure as follows:

7.4.2.1 The process is initiated by submitting a position description and highlighted changes in job duties and responsibilities. The position supervisor or administrator will attest to the accuracy of the position description or resolve differences or state his/her differences, and submit the request to the appropriate Department Director or Building Administrator.
7.4.2.2 The Department Director or Building Administrator shall review the position description and forward the reclassification request to the Human Resources Department.

7.4.2.3 Human Resources shall review the position description and allocate the position to an existing class, deny the request with appropriate direction to the employee and/or initiating party and Director or Administrator or prepare a new class specification. If the latter, the District shall follow the procedure in 7.2.2.

7.5 Appeals of Human Resource Reclassification Decisions

7.5.1 An employee or Association may appeal a reclassification as follows:

7.5.1.1 Employee initiates a written request for review to Human Resources (HR).
7.5.1.2 HR will respond with a letter which outlines employee's responsibilities, time lines, and data to be submitted to HR to process the appeal.
7.5.1.3 The employee must return to HR the completed documents after review by the position supervisor/administrator within two (2) weeks of the date of the letter from HR.
7.5.1.4 Upon receipt of an appeal, the HR Director reviews and compares data received to existing class specifications and will make a decision within fifteen (15) days.
7.5.1.5 A decision of the HR Director can be grieved only after the grievant and the District have made a good faith effort to resolve their disagreement by using the services of the Employment Relations Board grievance mediation service. If the HR Director's decision is grieved to arbitration, the decision can only be changed if found to be arbitrary or capricious or taken in bad faith or in violation of the law.

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

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

ARTICLE 8 - VACANCIES

8.1 Postings and Interviews

8.1.1 Job vacancy postings will include the classification title, work site, pay grade and step, hours, work year, basic qualifications required, any current special position responsibilities and limitations on the duration of the position, if any.

8.1.2 The District will post a notice of all job openings for bargaining unit positions on the Education Center bulletin board, by phone (hotline), and District Human Resources website. The notices will be posted for a minimum of five (5) working days prior to the date the applications are no longer accepted.

8.1.3 All members of the bargaining unit who meet the minimum qualifications may apply for a posted position. A probationary employee may apply only if approved by the Director of Human Resources who will notify the Association of the approval.

8.1.4 A selection committee will be used to interview and recommend candidates for half-time to full-time positions. A bargaining unit member will serve on the selection committee.

8.2 Filling a Vacancy

8.2.1 The hiring administrator will select the best qualified applicant giving consideration to all internal District candidates and considering seniority.

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

ARTICLE 9 - PROBATIONARY PERIOD

9.1 New Employee Probationary Period
9.1.1 Each new bargaining unit employee as of November 10, 2005, shall serve a probationary period of seven (7) work months.
9.1.2 The District shall have the right to terminate a probationary employee at any time during the probationary period for any reason. The District shall not be required to indicate the reason for its termination, nor is the District's termination decision grievable under the terms of this contract.
9.1.3 When a probationary employee completes his/her probationary period, he/she shall be considered an employee for all benefits and rights in this contract as of the date the probationary period began.

9.2 Probationary employees are not entitled to the following benefits:
9.2.1 Paid emergency leave under Section 13.2 and paid jury duty leave under Section 13.5.

9.3 No Probation Required
An employee remains a permanent member of the bargaining unit so long as continuously employed in a bargaining unit position.

ARTICLE 10 - PERSONNEL FILE

10.1 Content of Personnel File. An employee's personnel file shall be maintained by the Human Resources Department. The employee's file shall not have any information of a critical nature that does not bear that employee's signature or initials indicating that the employee has been shown the material or a statement by a supervisor that the employee has been shown the material and that the employee has refused to sign or initial such information. An employee shall have the right to attach a written statement of explanation to any material placed in his/her file which the employee believes to be incorrect or derogatory.

All documents which are used to discipline an employee must be in the personnel file.

10.2 Review of Critical Material. If a letter of caution, consultation, warning, admonishment or reprimand is placed in an employee's personnel file, the employee may within six (6) months of the date of the letter, request the supervisor to review the basis for which the letter was written and state whether the employee has made satisfactory progress towards correcting the problem stated in the letter. The supervisor shall acknowledge the employee's request for review in writing.

If the employee's progress is not satisfactory, the employee may again request a review not more than six (6) months after the first request for review was entered by the supervisor.

The foregoing shall not prevent a supervisor from initiating a review on his/her own initiative.

10.3 Right of Inspection. Upon request by an employee or upon request of an employee's designated representative in a written statement signed and dated by the employee, the employee or designated representative shall have the right to inspect the employee's personnel records. At the request of the employee, the District shall furnish a certified copy of the employee's records and charge the employee for the services at the District's prescribed rate.

10.4 Removal of Critical Materials. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel records and shall, upon the employee's request, be removed and destroyed no later than five (5) years after they have been placed in that employee's personnel file.
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 two hundred forty (240) hours. An employee who has accumulated the maximum compensatory time shall be paid for any additional overtime worked until accumulated compensatory time falls below the maximum.

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.

11.4 The terms of Sections 11.2 and 11.3 do not apply to any employee exempt from state and federal overtime compensation requirements.

11.5 Shift Differential. An employee whose regular shift includes any hours between 6:00 p.m. and 5:00 a.m. shall be granted one (1) day off with pay annually. This day off with pay shall be in addition to any other paid vacation days or holidays due the employee. This day off with pay shall be taken during a school recess period and at a time mutually agreeable to the employee and the District. An employee must have worked at least six (6) months in the shift described above to be eligible for this shift differential benefit. Employees on the swing shift may take the day off during the winter recess period if mutually agreeable to the employee and the District.

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

ARTICLE 12 - EMERGENCY SCHOOL CLOSURES AND DELAYED OPENINGS

12.1 Duty to Report. When emergency conditions indicate the necessity of school closure for students, generally, all classified employees are required to report for duty, except school based food service personnel, bus drivers, and bus assistants and classified classroom employees who work nine and one-half (9-1/2) months or less, and who are primarily assigned to a student contact position.

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

12.1.1 Exception to Duty to Report. Classified employees will not be required to report to work when the administrative employee group is not required to report to work because of weather or emergency school closure, except as otherwise provided in this Article. Classified employees except bus drivers, bus assistants and school based food
service personnel 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 students due to weather or other emergency conditions and classified employees are required to report to work at their regular time, the pay of full-time employees, except bus drivers, bus assistants and school based food service personnel will not be reduced and charges will not be made to miscellaneous emergency leave 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 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.

12.1.4 Notice from Employees. When conditions are such that it is impossible for an employee to reach his/her assigned work station, the employee shall notify his/her principal or immediate supervisor.

12.1.5 Leave Time. An employee who is unable to reach his/her assigned work station will have the option of using unused miscellaneous leave, compensatory time, or vacation time, if available, or unpaid personal leave.

12.1.6 Make-Up. All classified employees who work nine and one-half (9-1/2) months or less and who were not required to report for work on an emergency closure day will be required to make up the missed day(s) 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, except for bus drivers, bus assistants and school based food service personnel. Miscellaneous leave cannot be used to make up the day(s), but compensatory time can be used. If additional instructional days are scheduled, bus drivers, bus assistants and school based food service personnel can be required to work.

12.1.7 Hazardous Duty Pay. When the District deems conditions to be so hazardous that the District does not require employees, other than certain employees designated to handle special or emergency assignments, to report for work or the District delays the opening of schools, employees assigned to special or emergency duty shall be compensated at the rate of double that employee's regular rate of pay for all hours worked. If budgeted funds are not available, employees 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 employees required to report and compensatory time off shall be established by the District.

ARTICLE 13 - PAID LEAVES

13.1 Sick Leave

13.1.1 Number of Days. Sick Leave is provided in the amount of ten (10) days a year for student attendance day employees, 193 day employees, 197 day employees and ten (10)-month employees; eleven (11) days for eleven (11)-month employees; and twelve (12) days a year for twelve (12)-month employees. An unlimited number of sick leave days may be accumulated.

13.1.2 Crediting. All employees shall be credited with their full annual sick leave benefits on the first day of their work year. Employees terminating before the end of their work year, who have used more days of sick leave than their service days entitle them to, shall have the excess days deducted from their final paycheck and if insufficient, the employee shall reimburse the District for the excess days paid to them. A probationary employee can only use the number of paid sick leave days actually earned except as in Section 13.1.3.

13.1.3 Transfer of Sick Leave

13.1.3.1 Employees who have worked in other Oregon public school districts shall, after completing thirty (30) working days in the District, be allowed to transfer all sick leave days accumulated in other Oregon public school districts provided that the amount of sick leave transferred shall not exceed the accumulation carried by the most recent employing Oregon public school district.

13.1.3.2 For purposes of determining retirement benefits, employees may transfer an unlimited number of days of earned and unused accumulated sick leave from another Oregon public school district employer.

13.1.4 Definition. Sick leave means absence from duty because of the employee's illness, injury, or medical appointments.
13.1.4.1 Use of Sick Leave. Sick leave may be used without loss of pay up to the total days accumulated.

13.1.4.2 Use of Compensatory Time. An employee may use compensatory time in lieu of sick leave.

13.1.4.3 Sick Leave or Parental Leave. Sick leave may be used at the employee's option while on parental leave of absence under the terms of 13.3.

13.1.4.4 Medical Appointments. Employees will attempt to schedule medical appointments outside of work time.

13.1.5 Proof of Illness. An employee who is absent five (5) consecutive days on sick leave may be required to furnish a statement from his/her attending physician that illness, injury or maternity-related disability prevents the employee from working. The District may also require medical certification in cases of suspected misuse or to determine if the leave is FMLA/OFLA protected. The District will reimburse the employee for the cost of any medical certification not covered by insurance.

13.1.6 Exhaustion of Sick leave. If an employee uses all of his/her sick leave and is still absent from duty because of the employee’s illness or injury, the employee may do the following:

13.1.6.1 Use other accrued miscellaneous leave, vacation leave, or compensatory time; or

13.1.6.2 Elect to go on unpaid medical leave in Section 14.2.

13.1.6.3 If an employee elects not to use other available paid leave prior to commencing an unpaid leave under Section 14.2, he/she may not subsequently elect to use it during the unpaid leave.

13.1.6.4 Apply for sick leave bank days under Section 13.1.7.

13.1.7 Sick Leave Bank. The Association can establish and manage a paid sick leave bank for employees. The purpose of the sick leave bank shall be to extend to those employees additional paid sick leave days should a longterm illness or injury exhaust the employee's accumulated sick leave. The Association shall establish rules and regulations to govern the sick leave bank which meet these conditions.

13.1.7.1 Employees' participation in the sick leave bank shall be voluntary.

13.1.7.2 The maximum annual contribution of paid sick leave days to the bank by an employee shall be two (2) days.

13.1.7.3 The maximum number of sick leave days in the bank shall be six hundred (600) and can only be increased by mutual agreement of the District and Association.

13.1.7.4 Employees shall only be eligible for use of sick leave bank days after they have exhausted all their available individual sick leave, vacation leave, miscellaneous leave, or compensatory time. Sick leave bank days will begin after an employee has been on unpaid leave for five (5) consecutive days.

13.1.7.5 Sick leave bank days shall only be used by employees who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a long-term illness or injury.

13.1.7.6 The maximum number of consecutive sick leave bank days an employee can use is seventy (70) days. An employee is not eligible for sick leave bank days if the employee is receiving compensation under Worker's Compensation, long-term disability, or PERS disability.

13.1.7.7 All paid sick leave days contributed to the sick leave bank shall be deducted by the District from the contributor's sick leave account at the time of contribution. Such contributions are irrevocable and shall remain in the bank.

13.1.7.8 The Association shall provide the District a list of sick leave bank contributors and users and a copy of the established rules. The District will honor withdrawals from the sick leave bank upon proper certification by the Association.

13.1.7.9 The District and Association shall work cooperatively to implement the sick leave bank.

13.1.8 Termination of Employment. Except as provided by law, all sick leave benefits shall cease and shall be forfeited upon termination of employment.

13.1.9 Misuse of Sick Leave. Any employee misusing sick leave may be subject to disciplinary action.
13.1.10 Notice of Accumulated Sick Leave. The District will regularly notify each employee of the accumulation of sick leave.

13.1.11 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.

13.1.12 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 Emergency Leave. Four (4) types of paid emergency leaves, none of which shall be charged to sick leave, are available for employees other than probationary employees, unless otherwise stated. These leaves include critical illness, family illness, bereavement and miscellaneous. Whenever possible, emergency leave shall be requested in advance.

13.2.1 Definition of Terms

13.2.1.1 "Critical illness" shall include only a "serious health condition."

13.2.1.2 "Immediate family" shall include the employee’s mother, father, brother, sister, son, daughter, spouse, grandparent, grandchild, father-in-law, mother-in-law, 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.

13.2.2 Family Critical Illness

An employee shall be allowed up to three (3) half-days of absence at the employee’s daily compensation during any fiscal year for the critical illness of a member of the employee’s immediate family. The half-days can be taken consecutively. The request for the absence must be submitted to the employee’s supervisor and approved by the Director of Human Resources or designee.

13.2.2.1 Under extenuating circumstances, the Director of Human Resources may allow an employee up to three more half-days of leave.

13.2.2.2 An employee may be allowed to use family critical illness leave no more than once in a fiscal year for any individual member of the employee’s immediate family.

13.2.2.3 Family critical illness leave may be combined with other leave for which the employee is eligible.
13.2.3 Bereavement. An employee shall be allowed up to five (5) days absence for the death of and/or services for a member of the employee’s immediate family. The days need not be consecutive. This absence must be approved by the Director of Human Resources or designee.

13.2.3.1 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 five (5) days of bereavement leave for which the employee shall receive pay at the rate of one-half (1/2) of the employee’s daily compensation for each day of absence.

13.2.4 Family Illness Leave. An employee shall be granted up to two (2) days of paid miscellaneous leave during each fiscal year. Family illness leave can be used for an illness of an immediate family member, as defined in Section 13.2.1, which occurs at a time when arrangements cannot be made in time to report to work. The leave may be taken in hourly segments.

13.2.5 Miscellaneous Leave. An employee shall be granted up to two (2) days of paid miscellaneous leave during each fiscal year. The leave may be taken in hourly segments. Miscellaneous leave can be used for emergencies or personal business that cannot be conducted outside the workday. Examples of valid uses include attending to legal matters, home purchase, marriage or graduation of immediate family, and religious observances. The leave may not be taken for recreational purposes or to extend school holidays. 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.

13.2.6 Accumulated Family Leave. Up to two (2) days of unused miscellaneous leave and two (2) days of unused family illness leave provided in Sections 13.2.4 and 13.2.5 will be transferred to an accumulated family leave account for each employee. The accumulated family leave account cannot exceed six (6) days. The accumulated family leave account days can be used as family leave for the care of a family member under terms of 13.2.4

13.3 Parental Leave for the Birth or Adoption of a Child

13.3.1 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.

13.3.2 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.

13.3.3 Length. The maximum leave shall be twelve (12) weeks from the birth, adoption or placement of a foster child.

13.3.4 Use of Available Paid Leave. Parental leave is unpaid except as provided below.

13.3.4.1 Any employee who has unused vacation leave or compensatory time at the time his/her parental leave begins, shall use this accumulated paid leave during the course of the parental leave.

13.3.4.2 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.

13.3.5 Procedures

13.3.5.1 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.

13.3.5.2 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.

13.3.5.3 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.

13.3.6 Return to Duty. The employee shall be returned to his/her former position if the job still exists, or if eliminated, then to any other position which is available and equivalent.

13.3.7 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.
13.3.8 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.

13.4 Family Medical Leave

13.4.1 Coordination of State and Federal Leave Law with Articles 13 and 14. The District and the Association intend to coordinate an employee's rights under Articles 13 and 14 with state and federal family leave law in a manner that assures no loss of the employee's rights under Articles 13 and 14 and the employee's rights under state and federal law on family and parental leave. (Please complete a Family Leave form provided by the Human Resources Department for your family leave provided by this section.)

13.4.2 Use of Paid Leave. An employee may use his/her accrued paid sick leave to attend to the birth, adoption, foster care, or home care of his/her child, or the serious health condition of his/her child, spouse or same-gender domestic partner, grandparent, or grandchild of the employee after the employee has used all his/her accrued paid family illness leave, miscellaneous leave and accumulated family leave under Sections 13.2.4 to 13.2.6.

13.4.3 Family Leave Purposes. An employee can take up to twelve (12) weeks unpaid 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; or (4) to attend to the serious health condition of his/her child, spouse/same-gender domestic partner, stepparent, parent, parent of same-gender domestic partner, parent-in-law, or grandparent or grandchild of the employee.

13.4.4 Family Leave Duration. The employee may be eligible for extended paid or unpaid leave under Sections 13.4.1 and 13.4.2 for a total of twelve (12) weeks during any fiscal year (July 1 through June 30) beginning with the first day of leave taken by the employee under Articles 13 or 14 to attend to the birth, adoption, foster care, or home care of his/her child or the serious health condition of his/her child, spouse, parent, stepparent, grandparents, parent-in-law, or him/herself as provided by law. (Please note the law is complex and individual cases will be addressed by the Human Resources Department.)

13.4.5 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 13.4.3.

13.5 Jury Duty

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

13.5.2 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.)

13.5.3 Swing Shift Employees. Employees working a swing shift who attend jury duty shall be paid for their jury duty time under the following conditions. If the employee has jury duty after 12:00 noon that day, then the employee will call his/her supervisor or designee between 10:00 a.m. and 12:30 p.m. that day. When the supervisor is called, the employee need not report to work and will be paid for their regular work hours on that day. If the employee's supervisor is not called, then the employee shall report to work at his/her regular time.

13.5.4 Excuse Requests. Employees called for jury duty will be expected to serve as jurors during the period for which they are summoned. However, excuse from jury duty may be requested for an employee when the absence of the employee for a prolonged period of time will have an unusually adverse effect upon the District, or when, in the opinion of the District, the nature of the employee's assignment is such that it is impossible to provide an adequate substitute.

13.6 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.

13.7 Military Leave

13.7.1 Military leaves shall be allowed in accordance with federal and state laws relating to such leaves.
13.7.2 During a period of military conflict, an employee who is a spouse or domestic partner of a member of the Armed Forces of the United States, The National Guard, or the military reserve forces, who has been notified of an impending call or order to active duty, or impending leave from deployment is entitled to a total of fourteen (14) days of unpaid leave per deployment before deployment and/or during leave from deployment. An employee who intends to take leave must provide the District with notice of their intention within five (5) business days of receiving official notice of an impending call or order to active duty. An employee who takes leave authorized under this section may choose to substitute any accrued leave to which the employee is entitled for any part of the leave. Military family leave counts against an employee’s general OFLA leave entitlement. See 13.4.

13.8 Professional Training Leave. Short-term leaves may be granted for the purpose of participating in job-related training. These leaves may be authorized by the Superintendent or designee, upon the recommendation of the employee’s supervisor. Factors to be considered will be the extent to which an employee’s services to the District will be enhanced by the experience and the loss the District will suffer by his/her absence. The District may grant longer term or unpaid professional leaves.

13.9 Notice to Supervisors. An employee who wishes to be absent from work must secure authorization from his/her supervisor prior to the absence. If an emergency, such as critical illness or severe injury, prevents an employee from requesting leave in advance, the employee will notify his/her supervisor of the reason for the absence as soon as possible.

13.10 Non-Exemption. Employees on leave shall not be exempt from layoff or reduction in hours.

ARTICLE 14 - UNPAID LEAVES

14.1 Unpaid Personal Leave

14.1.1 Short Duration. Personal leave of a short duration (less than one (1) month) shall be granted by the Superintendent or designee, provided that the Superintendent or designee determines that such leave will not negatively affect the program of the District. The employee shall be returned to the position he/she held when the leave began. All benefits shall continue as if the employee were in a paid status.

14.1.2 Long Duration. Employees who have worked for three (3) consecutive years shall be granted a leave of absence without compensation for up to one (1) year for personal reasons, provided the Superintendent or designee determines that such leave will not negatively affect the program of the District. Request for such a leave may be submitted at any time during the year. Step increases, sick leave, seniority, credit toward qualification for retirement pay or longevity pay, and vacation will not be earned for the period of the leave.

The conditions under which a person may return from personal leave will be determined by the Superintendent or designee at the time of approval of the leave. The return to work conditions will be given to the employee in writing. The employee will be returned to his/her prior position except in the event a qualified substitute is not available to fill the position during the leave. An attempt will be made to return the person to the same position or one of comparable status in the event a qualified substitute is not available. An employee returning from a personal leave must work for three (3) full consecutive years before being eligible for another long duration personal leave.

14.2 Long-Term Medical Leave of Absence. An employee shall be granted an unpaid leave of absence after the employee has used all his/her sick leave and compensatory time when the employee's health or physical condition makes it impossible for the employee to properly discharge his/her duties. Step increases, sick leave, seniority, credit toward qualification for retirement pay or longevity pay, and vacation will not be earned for the period of the leave.

14.2.1 Length of Leave for Employees with thirty-six (36) Months or Less of Employment. The leave shall not exceed three (3) months for an employee whose present period of employment is twelve (12) months or less. The leave shall not exceed six (6) months for an employee whose present period of employment is twenty-four (24) months or less. The leave shall not exceed nine (9) months for an employee whose present period of employment 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 twenty-four (24) months for an employee whose present period of employment is more than thirty-six (36) months.

14.2.3 Return During Leave Term. The District will return the employee to his/her position during the leave term if the District is able to fill his/her position with a qualified substitute as it is normally able to do. If a qualified substitute is not available then the District will place the employee in any vacant position for which the District determines the employee is qualified. Whether or not the employee is placed for the balance of his/her leave term, the employee will be placed in the first vacant (in his/her prior) position classification.
14.2.4 At any time during the second twelve (12) months of leave under section 14.2.2 the District has the discretion to post and fill the employee’s position; however, if the employee is able to return to his/her position during the second twelve (12) months of the leave after his/her position has been filled, then the employee shall be placed in another position and be made whole as if the employee had been returned to his/her same position. If the District decides to place an employee in another position, it shall give the Association notice prior to the placement.

14.2.5 Return After Leave Term. If the employee is unable to return to his/her position within the disability leave term, but the employee is able to return to work within an additional period of time which is equal to his/her leave term, then the employee will be placed in the first available position in his/her classification if the District determines the employee is still qualified. If the employee is still unable to return to work after the additional time in this Section then the District may terminate the employee or agree to extend the return time in this Section.

14.2.6 Medical Insurance

1. For an employee on a long-term medical leave under Section 14.2.2, the classified reserve fund shall pay upon request of the employee, the same insurance contribution provided for in Article 17 based on the same hours the employee had at the time the leave began. Such contribution payments will be made for up to twenty-four (24) months of the Long-Term medical leave.

2. Employees eligible for leave under Section 14.2.1 may self-pay their insurance benefits as provided by law.

14.3 Leave to Attend Criminal Proceeding. The District will provide, upon reasonable advance notice by the employee, leave for an employee who is a crime victim, to attend criminal proceedings as required by ORS 659A.190.

14.4 Leave for Victims of Domestic Violence, Sexual Assault or Stalking. The District will provide, upon reasonable advance notice by the employee, leave to an eligible employee who is the victim of domestic violence, sexual assault or stalking, or the parent of a minor child who is a victim, as required by ORS 659A.270-ORS 659A.285.

14.5 Insurance Coverage. The district shall permit employees on approved unpaid leaves of absence to pay premiums for their medical, dental and long-term disability insurance at the District’s group rate to the extent and in the manner allowed by the insurance carriers.

ARTICLE 15 - JUST CAUSE/REPRESENTATION

15.1 No employee shall be disciplined without just cause. For the purpose of this Article, discipline shall include written warnings and reprimands (excluding evaluations) placed in the employee’s personnel file, suspension and discharge (including suspension and discharge for performance reasons).

15.2 When an employee will be subject to any discipline described in Section 1 of this Article, he/she shall be advised or notified that he/she may seek representation before proceeding further.

15.3 Duty of Fair Representation. The Association shall represent all classified employees in the School District within the bargaining unit equally and without discrimination. The Association agrees to indemnify, defend, and hold the District harmless against any claim, demand, suit, or liability (monetary or otherwise) arising from any action taken or not taken by the Association with respect to its duty of fair representation.

15.4 Personal Life. The Board of Directors recognizes that the personal life of an employee is not an appropriate concern of the board or of the administrative staff, except as it may affect the employee’s work performance, student relationships, the operation of the school district, or except as it may impinge on statutory responsibilities of the School Board.

15.5 Nondiscrimination. The provisions of this Agreement shall be applied equally to all employees in compliance with the applicable law against discrimination as to race, color, creed, sexual orientation and gender identity, national origin, age, sex, marital status, religion, veteran or military status, or disability.

ARTICLE 16 - CONCERTED ACTIVITIES

16.1 The Association and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work during the term of the contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, or discharge, may be taken by the District against any employee or employees engaged in a violation of this paragraph. Such
disciplinary action or discharge may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.

16.2 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in paragraph 16.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.

16.3 If the Association gives the District notice of intent to strike or if the Association or any employee commits any act prohibited in, or fails to perform any act required by this Article, the District will not be obligated to comply with provisions of Article 4 of this Agreement.

ARTICLE 17 - INSURANCE BENEFITS

17.1 Establishing Eligibility

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

17.1.2 Employees working seven (7) or more hours

The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work a minimum of seven (7) hours per day will be one thousand thirty five dollars ($1035.00) for the period October 2011 through September 2012.

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

The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work a minimum of six (6) hours but less than seven (7) hours per day will be eight hundred seventy-nine dollars and seventy-five cents ($879.75) for the period October 2011 through September 2012.

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

The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work at least four (4) but less than six (6) hours per day will be six hundred seventy-two dollars and seventy-five cents ($672.75) for the period October 2011 through September 2012.

17.1.5 The District will continue its insurance contribution for school year employees who are laid off during their work year and twelve-month employees through the month following the month the employee receives notice of a layoff.

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

17.3 Disabled Employees. See Section 14.2.5.

17.4 Employees on Unpaid Leave. See Section 14.

17.5 Section 125 Flexible Spending Accounts

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

17.6 Joint Insurance Committee

The parties will establish a standing joint committee on insurance with up to four (4) members appointed by the Association and up to four (4) members appointed by the District. The Association and the District representatives on this committee have the authority to act as delegated to them by the Association and District respectively. All JBC decisions shall be by consensus agreement. If at any time the cost of employee insurance exceeds the limits on the District's total contribution for insurance set by this Article, the committee will, subject to the Association and District approval, adjust the benefit program to fall within the limit of the District's total insurance contribution. If the District and the Association do not agree on the adjustment to the
benefit program or the use of the medical insurance reserves, and if additional money is needed to continue the benefit program, the Association shall agree to an increase of the amount contributed by its members to maintain the benefit program. The committee will manage those medical insurance reserves that began accumulating after October 1, 1987, subject to the approval of the District and Association.

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

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

ARTICLE 18 - OTHER BENEFITS

18.1 Eligibility

18.1.1 Monthly Eligibility

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

18.2 Holidays

18.2.1 General Eligibility

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

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

18.2.2 Paid Holidays

The following shall be paid holidays for all eligible employees:

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

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

18.2.3 Holiday Compensation

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

18.2.4 Holidays on Weekends

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

18.3 Vacation

18.3.1 Eligibility

18.3.1.1 Each twelve (12)-month work year employee shall earn the following annual paid vacation after each month worked for the District:
During the first four (4) years of paid status time, five-sixths (5/6) of a day,
After four (4) years of paid status time, one and one-fourths (1-1/4) of a day,
After fourteen (14) years of paid status time, one and two thirds (1-2/3) of a day.

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

18.3.2 Use of Sick Leave During Vacation

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

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

18.3.3 Employee Previously Working Less Than Twelve (12) Months

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

18.3.4 Prior Approval and Reporting

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

18.3.5 Notice of Vacation Days

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

18.3.6 Pay for Unused Vacation

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

18.3.7 Scheduling Vacation

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

18.3.8 Vacation Accumulation

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

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

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

If a twelve (12)-month employee has his/her position reduced to less than twelve (12) months, then the employee can use his/her seniority as determined in Section 24.3 to retain a twelve (12)-month position in the same classification.
ARTICLE 19 - COMPENSATION/RELATED MATTERS

19.1 Compensation. The compensation schedule for 2011-12 and the reopener for years two and three of this agreement are contained in the attached Appendix B. The District and the Association recognize that the District may need to increase hourly wages due to labor market conditions. Any District proposal to increase wages will be subject to the parties’ duty to bargain.

19.2 Initial Placement. At the time of the first hiring of an employee, the District shall designate the proper placement of the individual on the appropriate salary/wage schedule on the basis of the employee's experience, qualification, and placement of current employees in the same classification.

19.3 Step Advancement in Grade. Step advancement within the employee's pay grade shall be dependent upon satisfactory service. The District may withhold an employee's advancement where, in the opinion of the District, satisfactory service has not been performed as indicated in the current year's evaluation. If advancement is to be denied, the District will, by May 30, do the following: (1) complete the evaluation on which the employee's step advancement is denied in time to give the employee reasonable opportunity to improve his/her performance and (2) give the employee written notice that he/she will not advance in pay grade. Except for employees on the top step of their classification, all employees not so notified shall be advanced one step as provided under the terms of this Article. An employee may challenge a decision not to be advanced through Level 2 of the Grievance Procedure. The advancement of all employees who are qualified to be advanced, and who have been employed prior to January 1, shall be effective on the first day of the employee's work year except as provided in Appendix C.

19.4 Compensation When Promoted. An employee promoted to a classification on a higher pay grade shall be placed on the step of the pay grade which will provide a proper pay raise considering current grade and step, normal advancement thereon and other relevant factors. Normally this placement should be the step which provides an increase above that being presently earned.

19.5 Involuntary Demotions

19.5.1 Poor or unacceptable work -- An employee involuntarily demoted for poor or unacceptable work to a lower classification shall be placed on the lower class pay grade and step corresponding to that which the employee was placed when in the higher classification.

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

19.6 Voluntary Demotion

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

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

19.7 Working Out of Range

19.7.1 Within Bargaining Unit

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

19.7.2 Outside Bargaining Unit

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

19.8 Call Back

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

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

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

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

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

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

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

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

19.10.3 On the twenty-fifth (25th) anniversary of their date of hire, employees will receive a one-time longevity payment of fifteen hundred dollars ($1,500.00).

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

19.12 Payroll Matters

19.12.1 Formula

The parties agree that we will continue the current payroll formula, which is the hourly rate times eight (8) hours times two hundred sixty-one (261) days equals the annual salary, which when divided by twelve (12) equals the month's salary. Notwithstanding the foregoing, the District and Association agree the duty to bargain the payroll formula is not waived during the term of this agreement.

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 first work day of the month.

19.13 Professional Education Program

19.13.1 A Professional Education Fund (PEP) for classified employees will be implemented. The program will include job-related training activities, tuition reimbursement, registration or materials costs, and conferences and workshops sponsored by the District.
The District provides funds each fiscal year for the purpose of staff development for Association bargaining unit members. In the event these funds are not used by the end of a fiscal year, then the amount of the unused PEP funds can be carried forward to the next fiscal year under the following terms and conditions: (1) an Association representative must notify the District Director of Financial Services of the expected unused PEP fund amount by June 1 and request that the amount be carried forward to the next fiscal year; and (2) in the event these conditions are not met, no PEP funds will be carried forward to the next fiscal year.

19.13.2 A committee made up of equal numbers of Association and District representatives, and chaired by the Superintendent or his/her designee, will meet to establish goals, plan workshops, and suggest guidelines for development of the programs. Periodic meetings will be held to carry out such activities. Committee recommendations and/or decisions shall be neither grievable nor arbitrable.

19.14 Tools and Uniforms

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

19.14.2 Proration of Tool Allowance. The amount of tool allowance paid to those individuals who begin employment after July 1 but prior to January 1, or who have extended leaves of absence, exclusive of paid vacation or sick leave, in excess of twenty-one (21) working days during the fiscal year shall be paid an amount equal to fifteen percent (15%) of the total cost of tools as determined in 19.14.1 above.

19.14.3 Uniform Allowance. Each year the District will pay in July an allowance of up to fifty dollars ($50.00) for the uniforms that it requires food services personnel to wear on the job. The amount of the uniform allowance paid to those individuals who begin employment after July 1 but prior to January 1, or who have extended leaves of absence other than sick leave in excess of fourteen (14) working days during the fiscal year shall be paid thirty dollars ($30.00).

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

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

19.15 Certificates, Licenses, and Physicals

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

19.16 Beginning with July 1, 2006, the District shall make a monthly District paid tax sheltered annuity (TSA) contribution. The District paid TSA contribution amount will be one and a quarter percent (1.25%) of the employee’s monthly bargaining unit position(s) wages. To be eligible for the District paid TSA contribution, the employee must contribute point six two-five percent (.625%) of the employee’s monthly bargaining unit position(s) salary and complete the following necessary steps.

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

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

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

ARTICLE 20 - RETIREMENT

20.1 Supplemental Retirement Benefits
20.1.1 Pre-Retirement Program

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

20.1.2 Retirement Benefits

Employees, who retire from the District after ten (10) consecutive years of regular employment with the District and meet the PERS requirements for receiving the system's regular retirement benefits of Tier One age 58, Tier Two age 60 or OPSRP age 65 or an earlier age with 30 years of PERS service, can elect one of the following options:

20.1.2.1 OPTION ONE: Receive a lump sum payment. The amount of the payment will be one thousand forty-four dollars ($1,044.00) for any retirement age except sixty-two (62) and sixty-three (63). If an employee is sixty-two (62) years old, the lump sum shall be three thousand dollars ($3,000.00) and if the employee is sixty-three (63) years old, the lump sum shall be two thousand dollars ($2,000.00).

20.1.2.2 OPTION TWO: For the period beginning with October 2011 and through the remainder of this contract, the District paid monthly contribution shall be three hundred seventy-five dollars ($375.00). During the term of this contract, the District and Association agree to the use of the insurance reserve fund in section 17.6 in the amount of twenty-five ($25.00) per month as additional dollars for retiree insurance unless the JBC agrees to change the amount contributed from the insurance reserve fund. Under no circumstances will the District make premium payments for an employee’s spouse who reaches sixty-five (65) years of age or qualifies for Federal Social Security Medicare coverage, whichever occurs first. However, if the employee qualified for a District-paid insurance contribution under section 20.3.6.2 or under section 20.3.7.3, then the thirty-six (36) months of eligibility for the District insurance contribution shall be tolled until the month following termination of the re-employed retired employee. If an eligible employee waives the District retiree insurance program, then the District’s insurance contribution will not be made during the term of the waiver.

20.1.2.3 OPTION THREE: For the term of this contract, an employee fifty-seven (57) years old or older who has ten (10) or more consecutive years of regular employment, see section 20.1.2, with the District who meets all the requirements of 20.1.2 except for being eligible for the regular PERS retirement benefit, may choose to have the District monthly insurance contribution for which the employee is eligible under Option Two paid in any consecutive monthly period from retirement to age sixty-five (65) in an amount not to exceed the monthly district contribution for that year or prorated in a lesser monthly amount not to exceed the total benefit which is equal to the district monthly contribution for the year of retirement times thirty six.

20.1.3 Determination of Continuous Employment. Employees on District-approved unpaid leave of absence or temporary staff layoff shall not lose credit for the purpose of determining eligibility for retirement benefits, for employment prior to such leave or temporary layoff. However, these periods of absence or layoff shall not be credited toward the required minimum years of employment necessary to qualify for retirement benefits under Section 20.1.2.

20.1.4 Retirement While on Leave. An employee on official leave for reasons of health who is determined to be permanently disabled while on such leave and who otherwise meets eligibility requirements, shall also be entitled to retirement benefits if he/she meets the disability requirements of the District-sponsored long-term disability program. When the insurance company or other regulations are not applicable for determining eligibility, the District may require a physical examination or other evaluation to determine such eligibility.

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

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

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

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

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

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

20.2 Death Benefits

20.2.1 Benefits Upon Death of Active Employee

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

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

20.3 Reemployment of Retired Employees

20.3.1 The District can reemploy PERS retired District employees (rehired employee) under the following terms and conditions:

20.3.2 Any reemployment following retirement is a hiring decision made at the discretion of the District. The rehired employee’s working conditions are subject to the terms of this Agreement except as superseded by the terms and conditions listed below.

20.3.3 There must be at least one day of unpaid status between date of retirement and reemployment as a rehired employee; i.e., break in service.

20.3.4 The rehired employee’s maximum hours of reemployment are 1039 hours for balance of the calendar year of retirement and 1039 hours in any calendar year following the calendar year of retirement.

20.3.5 There are two categories of rehired employees:

20.3.5.1 Reemployment in the same position with continuing rights to the same seniority and pay level (20.3.6), or

20.3.5.2 Reemployment as a new District employee in a vacant classification position with employment rights as a newly hired member of the bargaining unit (20.3.7).

20.3.6 The terms and conditions for a rehired employee who is reemployed in the same position with continuing rights to the same seniority and pay level are:

20.3.6.1 The rehired employee retains her/his seniority at time of retirement for the balance of the District fiscal year in which the employee retired. After the end of the fiscal year, the rehired employee has no seniority nor any other rights under the terms of Article 24 - Reduction in Force and Recall. Exception: A
transportation employee in a position which uses department seniority to assign work shall continue in the same position and route during the second fiscal year.

20.3.6.2 The rehired employee continues the same right to compensation and District insurance contribution as before retirement.

20.3.6.3 The rehired employee’s sick leave balance is deleted as of the retirement date and during the reemployment term the employee earns sick leave at the rate of one day per month which can be saved if not used, but on termination of employment unused sick leave has no value.

20.3.6.4 The rehired employee must work all the hours of the position, and the District cannot create a part-time position specifically for a rehired employee unless the Association and the District agree on creating a special position.

20.3.7 The terms and conditions for a rehired employee who is reemployed in a vacant position in any classification with the rights of a new employee are:

20.3.7.1 The rehired employee must be employed as an external applicant for a posted position.

20.3.7.2 The employment of the rehired employee is at the District’s discretion.

20.3.7.3 The rehired employee has all the rights and responsibilities as any new employee under the terms of this Agreement. For example, the employee’s seniority rights under the terms of Article 23 begin with the date of rehire after retirement and no previous seniority is credited; the rehired employee has a seven month probationary period.

20.3.7.4 The rehired employee’s leave account balances prior to retirement are deleted and start again at the same amount as a new employee. Any sick leave accumulated during the term of the employee’s employment has no value upon termination of employment.

20.3.7.5 A rehired employee is only eligible for supplemental retirement benefits under Article 20 that the employee would have received at the date of his/her first retirement.

20.3.7.6 A rehired employee considering retirement may apply as an external applicant for a position which would begin after the employee’s retirement.

ARTICLE 21 - WORK RULES AND MISCELLANEOUS MATTERS

21.1 Calculation of Paid Absences - Variable Hours

21.1.1 Calculation of Paid Absences - Variable Hours Paid Absences. Employees whose number of assigned hours vary will have their pay for paid absences calculated as follows:

Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day. This average will be computed based on all the hours the employee was in a paid status during the previous month excluding overtime, divided by the number of contract days the employee was in a paid status during the previous month. The result will be the number of hours in the employee's average work day. The resulting average work day will be used to calculate paid leave benefits.

21.1.2 Calculation of eligibility for Insurance Benefits. Employees whose number of assigned hours vary will have their eligibility for insurance benefits calculated as follows: Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day for the purpose of determining the employee’s eligibility for insurance benefits. This average will be computed based on all the hours the employee was in a paid status during the previous month divided by the number of contract days the employee was in paid status in the previous month. Therefore, an employee's portion of an insurance premium that is shared with the District may vary from month to month.

21.2 Duty-free Lunch Period. All employees in the bargaining unit working five (5) or more hours shall be allowed a duty-free lunch period of not less than thirty (30) minutes, except in case of emergency. The lunch period shall come at a midpoint in the shift as nearly as possible. However, if an employee works during the scheduled thirty (30)-minute lunch period, the time worked shall be deducted from the employee's work day and entitle the employee to take time off equal to that worked during the thirty (30)-minute lunch period.
21.3 Rest Periods. Every member of the bargaining unit shall be provided a paid rest period of fifteen (15) minutes for every four (4) hours worked or major fraction thereof. Insofar as is possible the rest break is to be taken in the middle of each work period.

21.3.1 If the District establishes a ten (10)-hour day, four-day work week, then the affected employees and their supervisor shall mutually agree on a schedule for three (3) ten (10)-minute rest periods during the ten (10)-hour day. Insofar as possible, the ten (10)-minute rest periods shall be scheduled in the middle of each work period and in compliance with Oregon law. These ten (10)-minute rest periods shall be in lieu of the two (2) fifteen (15)-minute rest periods provided by this section.

21.3.2 The District will work with its supervisors and administrators, as well as all other District employees to make sure that classified employees’ unpaid lunch break, and their paid morning and afternoon breaks, are respected as duty free time.

21.4 Non-student Attendance Work Days. Employees whose work years are either nine and one-half (9-1/2) months, ten (10) months, or eleven (11) months who would otherwise be required to work on a day during which students are not in attendance and who are not required by the principal of the school in which they work to work on a non-student day, may, upon the approval of the principal:

21.4.1 Be excused from work on a non-student day and work another day which they would otherwise not be required to work, or,

21.4.2 Be excused from work on a non-student day without pay.

21.4.3 A one-half (1/2) day (4-hour) or less employee may be excused from work on a non-student day and work a full day on another regular work day.

ARTICLE 22 - TRANSPORTATION EMPLOYEES

22.1 Bus Drivers

22.1.1 Work day assignments for student attendance days.

22.1.1.1 Regular drivers are guaranteed a minimum of four (4) hours of work per work day.

22.1.1.2 Midday drivers are guaranteed a minimum of six (6) hours of work per work day.

22.1.1.3 Full-time drivers are guaranteed a minimum of eight (8) hours of work per work day.

22.1.1.4 If the time between the end of one driving assignment and the beginning of the next driving assignment is less than thirty (30) minutes, drivers will be paid for that time at their regular rate of pay.

22.1.1.5 The District reserves the right to negotiate lower minimums in the event that home to school or school to home transportation is reduced or if school bell time changes do not allow for 3 and 4 levels of service in both morning and afternoon school bus transportation.

22.1.2 The District's obligation to work day assignment minimums can be met by combining jobs on the condition that the employee does not suffer any loss of rate of pay for the guaranteed minimum. If a higher rate is proper that rate will be paid for other than the bus driver time.

22.1.3 Bus Trip Assignments

22.1.3.1 Drivers assigned to trips on non school days will be paid a minimum of two (2) hours if the trip is canceled after the driver has reported for these bus trip duties.

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

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

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

3. 1.5 times for work over eight (8) hours in any work day.

22.1.3.3 Payment of Out of Town Trips - Over forty (40) miles from base
1. For out of town trips drivers will be paid for work time up to a maximum of sixteen (16) hours at straight time and over time.

2. Overnight trips are trips that include a sleep time that is typically scheduled between 9:00 p.m. and 9:00 a.m. For overnight and multiple day trips there will be no compensation for eight (8) hours of sleep time per day. All other overnight trip time will be paid as work time and wait time which is paid as straight time.

3. Some out of town trips are not considered to be overnight trips by the user group, but the trip is scheduled to be longer than fifteen (15) hours in length. If it is reasonable to accomplish this trip using one driver, the driver's trip schedule will include an eight (8) hour rest period with lodging provided. This eight (8) hour rest period allows for the start of a new 10-15 hour driving period. This rest period will be paid as applicable at straight time, overtime, wait time, or as non-paid sleep time if the trip is greater than sixteen (16) hours in length.

4. A meal allowance will be paid for all out of town trips as a per diem computed at the rate of $1.75 per hour for all paid and sleep hours.

5. Lodging will be paid for all reasonable receipted expenses up to $45.00 per day. Higher lodging costs will require approval by the Transportation Manager or his/her designee.

6. Hazardous road conditions. When road conditions warrant the use of chains, drivers will "chain-up" and will receive ten dollars ($10.00) for that service.

7. "Gold Star" assignment compensation. Drivers assigned to out of town trips when these special responsibilities are required, will be paid at 1.1 times their applicable driving time or waiting time rate.

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

22.1.5 Unusual Conditions. If unusual conditions during a special trip preclude a bus driver from driving his or her regularly-assigned route the following day because of the time restrictions established by OAR 581-53-015(9)(a) (A) and (B), the driver shall qualify for Miscellaneous Leave, Section 13.2.5, provided he/she has such unused leave remaining.

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

ARTICLE 23 - SITE-BASED DECISION MAKING

23.1 Site-Based Decision Making (SBDM). The District and the Association believe that Site-Based Decision Making, a governance model in which classified employees and other stakeholders are given increased responsibility for making decisions with regard to their day-to-day affairs, has the potential to improve education, foster mutual respect, provide greater employee empowerment, improve the quality and extent of parent involvement, create an environment which is more responsible to the client needs and concerns, and encourage the collegial exchange of ideas. To this end, the parties pledge themselves to an honest and mutual examination and trial of site-based decision making.

23.2 The District Site-Based Steering Committee

The site-based Steering Committee (Steering Committee) is a collaborative committee established for the purpose of helping guide and assists District staff with SBDM and shall be composed of the following:

- Two (2) classified employees (may include OSEA President)
- Three (3) administrators
- Four (4) parents
- Six (6) teachers (may include EEA President)
- The Superintendent
- The OSEA consultant and president (if not included above) as ex-officio
- The EEA consultant and president (if not included above) as ex-officio
- The Human Resources Director as ex-officio
- One (1) school board member as ex-officio
23.2.1 District site-based steering committee responsibilities: The steering committee will perform these major functions:
1. Provide leadership and set direction for the implementation and management of SBDM. The Steering Committee will use the SBDM Study committee's Report and Recommendations as its foundation.
2. Develop SBDM procedural guidelines and make them available to all District personnel.
3. Develop a SBDM training program.
4. Recommend sites for participation in SBDM.
5. Establish procedures for responding to individual site questions and concerns regarding SBDM.
6. Identify funds needed for SBDM and allocate SBDM funds to approved sites.

23.2.2 Work site or school site committee: The work or school site committee shall consist of at least the following:
1. Each school site committee shall include the following stakeholders: Classified employees, teachers, administrators, and parents. Classified employee membership shall be voluntary and be elected by classified employees.
2. A majority of school site committee members shall be teachers.
3. Each stakeholder group has a right to veto committee proposals. Work sites may request assistance from the Steering Committee to resolve issues.

23.3 Boundaries or Parameters of SBDM: Recognizing legal responsibilities, the parties agree that unless mutually agreed exceptions are made, they will adhere to:
23.3.1 State and federal laws and regulations.
23.3.2 District school board policies and District regulations.
23.3.3 Collective bargaining agreements and memorandums between the District and its employee groups.

23.4 Voluntary Nature: The parties agree to limit the scope of SBDM during this trial period of learning and exploration to:
23.4.1 Site participation.
   1. Sites selected for participation from those that volunteer.
   2. Appropriate training will be required for each selected site.
23.4.2 Individual participation.
   1. Classified employees will participate on SBDM committees and in leadership roles on a voluntary basis.
   2. Classified employees who choose not to participate in SBDM leadership or committee responsibilities will not be adversely evaluated.
   3. However, all staff at a SBDM site are responsible for implementing site decisions.

23.5 Implementation: The District agrees to budget funds for SBDM training, compensation, and implementation.
23.5.1 Local sites approved for SBDM will be allocated funds by the Steering Committee for that purpose. Compensation, for OSEA members who assume leadership positions at the local site, shall be consistent with the terms of the contract.
23.5.2 Compensation may take the form of:
   1. Reduced assignment schedule; or
   2. Other mutually agreeable forms of compensation.
23.5.3 Site compensation/training plans will be reviewed and approved by the Steering Committee.

23.6 Waivers: The District and Association each recognize that all legal contractual rights and obligations remain in full force and effect unless either party waives the right or obligation.
A request for waiver by a site shall be sent to the Steering Committee for consideration. They will forward the District and Association only those recommendations which the committee supports.
The Steering Committee may recommend to the District and Association that individual sites be given a waiver from a provision of existing policy, regulation, District practice, or a labor agreement.

23.7 Safety Net Clause: The parties recognize that our mutual exploration of SBDM may result in unforeseen difficulties or problem areas. Since our initial foray into SBDM is largely experimental, we agree that either party may want to slow down or halt, at least temporarily, the movement toward SBDM. The safety net process is established for this purpose.

To initiate the safety net process, the Association or the District must send the other a letter stating the concerns and reasons for instituting the safety net. The parties shall then have thirty (30) days to resolve the initiating parties' concerns. If the concerns are not resolved after thirty (30) days, then all plans for extending approval for the addition of sites to SBDM shall be placed on "hold" until the parties reach agreement on how to proceed. The parties agree to use a mutually acceptable facilitator to bring resolution.

ARTICLE 24 - REDUCTION IN FORCE AND RECALL

24.1 Reduction in Force. Reduction in force is deemed to occur and Sections 24.2 to 24.6 apply when an employee's rights to any position under Article 24 are completely eliminated. When the employee's hours are reduced or eliminated, then the terms of Section 24.7 shall be first applied.

24.2 Notice

24.2.1 In the event of a reduction in force which eliminates any employee's rights to a position, the District will provide the following notice:

24.2.2 If it is the result of an administrative decision, the Association will receive notice of not less than thirty (30) calendar days.

24.2.3 If it is a levy failure or other fiscal emergency, the District will notify the Association as soon as possible when such decision has been made.

24.2.4 The parties recognize special circumstances may exist which precludes timely notification. The District agrees that it will provide the Association notice, in such instances, at the earliest reasonable moment possible.

24.2.5 The notice will specify the reasons therefore, class(es) and position(s) affected, and names of employees to be laid off.

24.3 Order of Layoff. If the District decides on a reduction in force, the employees with the least seniority in the classification affected shall be laid off first, unless the layoff violates the District's Affirmative Action Program, or the District determines that a less senior employee has special or unusual qualifications and experience for a position.

24.3.1 Seniority shall be determined as the total length of paid status time in the classification affected commencing with the most recent date of hire within the affected classification. Any unpaid leave which exceeds thirty (30) working days will not be counted toward seniority.

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit continuous employment; or if that is equal, then the determination shall be made by lot.

24.3.2 Position Title Rights. Reduction in force procedures shall be implemented by using groups of employees within the same classification which are listed in the District's classification plan.

24.4 Laid Off Employee Displacement Rights. Subject to the provisions of Section 24.3 employees who lack sufficient seniority, or status under the District Affirmative Action Plan or qualifications and experience as provided in Section 24.3 to continue assignment in the same classification or in the classification affected, shall have the right to displace the least senior employee in classification(s) the employee previously held, beginning with the previous classification most recently held.

24.4.1 An employee's seniority in a previously held classification shall be calculated by adding the paid status time in the classification the employee is being laid off from to the prior paid status time in the classification which the employee previously held.

24.4.2 Employees scheduled for layoff and whose most recent previously held classification has been eliminated shall have their seniority recalculated by adding their paid status time in the eliminated classification to their years of service in the classification presently being curtailed to determine seniority in the next previously held classification. This process shall continue until the employee is placed in a previously held classification based on his/her seniority or is laid off.
24.4.3 The employee's salary placement shall be on the step of the previously held classification's pay grade that most nearly makes the employee's wages whole, but is not a wage increase.

24.4.4 If an employee does not accept an assignment to a position in a previously held classification or has no right to a position, the employee shall be laid off and placed on the recall list.

24.5 Recall Rights. An employee shall have recall rights for twenty-seven (27) months from the actual date of his/her layoff. Recall rights shall automatically terminate twenty-seven (27) months after the actual date of layoff. Whenever the District determines that a regular vacancy exists within a classification which has experienced a layoff (within the last twenty-seven [27] months), laid-off employees from that classification will be recalled in reverse order of layoff unless the District determines that another laid-off employee has special or unusual qualifications and experience for the existing vacancy. Notice of recall shall be sent by certified mail to the last known address. A laid-off employee will have fourteen (14) calendar days from the date of mailing to respond to a recall notice. An employee's response shall be by certified mail. Failure to respond by certified mail within fourteen (14) calendar days to any recall notice, failure to report to work as directed, or rejection of any position offered will cause a laid-off employee to forfeit all recall rights and if laid off shall be deemed to be a resignation; except an employee may decline one recall and if he/she does decline, then the employee's recall right shall automatically terminate within the shorter period of twelve (12) months or the remainder of the original twenty-seven (27) months from the date of declination whichever is less.

24.6 Opportunity to Apply for Posted Vacancies. During the period of time that an employee is on a recall list he/she shall be considered as an active employee for the purpose of bidding on posted vacancies. It shall be the responsibility of the individual to obtain data on job vacancies.

24.7 Reduction in Hours

The reduction in hours rights shall apply to the permanent reduction of a regular employee's assigned work hours in a primary classification as defined in Section 24.7.1 below, and shall be administered consistent with the Sections of this Article where those Sections are specifically referenced in Section 24.7.

24.7.1 Definitions.

1. Primary classification. For purposes of Section 24.7 (Reduction in Hours) is the classification in which the employee is assigned fifty percent (50%) or more of the employee's total average daily work hours in the work week. If the assigned work time in two or more classifications is equal then the District shall designate the primary classification at the time of assignment. When an employee has rights to a classification in a classification family generic group (See Section 24.8.2.1.2), then the primary classification hours shall include all assigned hours in any classification in the same pay grade in the classification family generic group.

2. An employee who has less than four (4) hours in his/her primary classification and who has a total of four (4) or more assigned hours, shall have rights as if assigned four (4) hours in his/her primary classification.

3. Permanent reduction of hours in the primary classification for the purposes of Section 24.7 is a reduction that actually has been in effect longer than forty (40) work days.

4. Regular employees for purposes of Section 24.7 (Reduction in Hours) do not include substitutes, seasonal employees, and all excluded employees listed in Article 2, Section 2.1.

5. Work hours shall not include hours assigned after October 1 of each fiscal year until after the employee has worked the hours for more than forty (40) work days.

24.7.2 Seniority for Section 24.7 (Reduction in Hours) shall be determined by the total length of paid status time in the primary classification in Sections 24.7.2 and 24.7.3 beginning with October 2, 1991. Every employee shall be credited with seniority for their primary classification on this date based on their years of service in the primary classification. Any unpaid leave which exceeds thirty (30) working days will not be counted toward seniority.

24.7.3 The first position a more senior employee can displace is the least senior employee within the same block of time and second, if there is no less senior employee in that block of time, then within the next shorter block of time and then, to continue in this manner until there is no less senior employee in a shorter block of time.

24.7.4 Twelve (12)-Month Positions

These reduction rights shall only apply to a twelve (12)-month per year position when the employee in a regular work position has his or her primary classification work hours permanently reduced to an amount less than an eight (8) hour average workday in the work week, or to an amount within one hour blocks of time less than an eight (8)
hour average, i.e., at an amount equal or less than the average amount of 7, 6, 5, 4, 3, 2, and 1 hour work day for the work week.

24.7.5 Less than Twelve (12)-Month Positions

24.7.5.1 These reduction rights shall apply to any employee in a less than twelve (12)-month work year position in a fiscal year when the employee in such a regular work position has his/her primary classification work hours permanently reduced to an average amount less than eight, six, or four hours per work day in the work week. Employees in less than twelve (12)-month positions can only use their right to fill a position at their previously assigned hours of four plus hours, six plus hours, or eight hours from the beginning of the work year after July 1 through the first ten (10) days of the student school year.

24.7.5.2 The most senior employee who is eligible to displace a less senior employee under Section 24.7, during the student year from after the first ten (10) days of the student school year through July 1, shall be offered any vacant position in their primary classification which restores them to their previous hour(s) block. This offer shall only be made once for each such student school year.

24.7.6 Exception to an Employee's Right to the Terms of Section 24.7.

24.7.6.1 An employee who has received written notice of performance problems shall have no right to the terms of Section 24.7 until the employee satisfactorily resolves the problems.

24.7.6.2 An employee cannot fill the position of a less senior employee if the reassignment violates the District's affirmative action program.

24.7.6.3 An employee can only fill a position of a less senior employee under the terms of Section 24.7 if the more senior employee can competently perform the responsibilities of any other classification duties that are assigned to the less senior employee or the District determines the less senior employee shall remain in a position under the terms of Section 24.3. If the District determines the employee is not competent or applies the terms of Section 24.3, then the employee can fill the position of the next less senior employee if eligible under Section 24.4 and shall continue in this manner until there is no less senior employee.

24.7.7 The employee's right to use his/her seniority under Section 24.7.4 to restore work time shall exist through the first twelve (12) months after the permanent reduction of hours.

24.7.8 The terms of this Section 24.7 shall be effective October 2, 1991.

24.7.9 When the District offers an employee a position restoring him/her to a previously held greater block of time under Section 24.7, the employee must give the District notice of accepting the position within five (5) days or lose all rights under Section 24.7. An employee may give notice of rejecting such an offer one time and still retain Section 24.7 rights; however, the recall period is unaffected by the rejection.

24.7.10 Reduction in Hours and Right to Hours and Position in Prior Classification.

24.7.10.1 An employee whose current primary hours are six (6) or more and whose hours have been reduced to less than six (6) and who has rights under the terms of Section 24.7 and Section 24.8 shall have the rights as provided in Section 24.8.2.4.

If the employee’s seniority is not sufficient to be in a six (6) or more hour position, then same process shall be followed to place the employee in a four (4) less than six (6) hour position starting with the employee’s current classification by repeating the steps in Section 24.8.2.4. If the employee’s seniority is not sufficient to be placed in a four (4) less than a six (6) hour position, then the employee’s seniority rights shall be exercised in prior classifications or classification families by repeating the steps in Section 24.8.2.4 for a position with less than four (4) hours.

24.7.10.2 An employee whose current primary classification hours are less than four (4) and who under the terms of Section 24.4 is transferred to a prior classification shall have reduction in hour rights in the prior classification under Section 24.7 based on the time block hours the employee was assigned in his/her current primary classification position.
24.7.10.3 **Work Year Rights.** When the current primary assignment of a twelve (12)-month work year employee who has rights under Article 24, is eliminated or reduced to less than a twelve (12)-month work year, he/she shall be placed in another twelve (12)-month work year position in the same primary classification using his/her Article 24 seniority rights, if possible. The employee's right in this Section 24.7.8.3 shall be exercised before the rights in Sections 24.7.8.1 and 24.7.8.2 if the employee retains a twelve (12)-month position, unless the time block drops below four (4) hours. If such an employee is not able to keep a twelve (12)-month position in his/her current primary classification, then the employee will have the right to be recalled to a vacant twelve (12)-month work year position in his/her current primary classification for the next fifteen (15) months. The right to retain a twelve (12)-month position does not extend to a prior classification.

24.8 **Expanded Seniority Rights**

24.8.1 Seniority rights as defined in Sections 24.3 and 24.7.2 continue without change, except as these rights may conflict with the new expanded seniority rights in Section 24.8. In the event of a conflict, the seniority rights in Section 24.8 shall prevail except the District may apply the terms of Sections 24.3 and 24.7.4 to exempt an employee from 24.8 rights or to retain a less senior employee in a position.

24.8.2 New expanded seniority rights:

24.8.2.1 **Defined Terms:**

1. **Family or classification family:** A group of classifications that are related by knowledge, skill, and qualification in which the new expanded seniority rights can be implemented. Appendix D contains descriptions of the twelve classification families.

2. **Family generic group:** A group of classifications within a family that are so related by knowledge, skill, and qualifications that all of an employee’s family seniority can be used to retain position, hours, and/or work year. Family generic group classifications are designated within classification families in Appendix D.

3. **Intervening classification:** Any previous classification held by an employee not in the same family between the first position classification held in a family and the last position classification held in a family. All service time in an intervening classification(s) is counted as service time in the current family. Consequently, an employee has no rights to any classification or the intervening classification family under the terms of Article 24.

4. **Stand alone classification:** A single classification in a classification family that is not in the family generic group because the knowledge, skills, and qualifications for the stand alone classification are either highly specialized or not closely related to other family classifications. An employee’s seniority in a stand alone classification is determined by the terms of Section 24.3. Appendix D contains lists of each stand alone classification within a family.

24.8.2.2 **Seniority rights:** Seniority rights have been expanded to include an employee’s time of service in a family of classifications. Most classifications have been assigned to a classification family. An employee has the seniority rights in Section 24.8 in addition.

24.8.2.3 **Date of service for determining seniority:** For employees in stand alone classifications, seniority will continue to be counted from the employee’s first date of service in his or her current employee classification as described in Section 24.3.

For employees whose classifications have been assigned to a generic family group, seniority will be counted from the employee’s first date of service in any family classification, except as specifically noted in Appendix D. Time of service in a family generic group also includes intervening time spent in a different classification family in an intervening time of service. (See Example 2, Appendix E)

24.8.2.4 **Application of seniority rights for purposes of Article 24 within a classification family and an employee’s right to retain his or her position in a classification position shall be implemented in the following step order:**

1. **Step 1—Current classification.** If that classification is included in a family generic group, then the employee’s seniority rights begin with the second sentence of Step 2.
2. Step 2 -- Current classification family. Rights will be applied in order of classification(s) previously held by the employee in that family or as specifically designated in Appendix D until the family’s generic group is reached.

An employee’s seniority right for placement in a family generic group, including family classifications not previously held, shall be exercised in descending order of pay grades within the family generic group, beginning with the highest pay grade classification in the group the employee previously held that is equal to or less than any pay grade of any classification previously held by the employee in the same classification family. (See examples #1, #3, and #4 in Appendix E.)

3. Step 3 -- Prior classification family. An employee’s exercise of seniority rights to retain hours or work year in a classification position shall first be exhausted within the employee’s current classification family. This shall continue unless the employee’s seniority rights can be exercised for a classification the employee previously held in another classification family prior to any classification the employee held in the current classification family.

24.9 Layoff Review. If an employee is laid off or hours reduced under this Article because the District determined that a less senior employee should be retained under Sections 24.3 and 24.7.4, the following procedure shall be used.

24.9.1 Appeal of Layoff Decision. A laid-off employee may appeal the District's decision to the Superintendent or designee after having an informal conference with the Director of Human Resources or designee. An appeal to the Superintendent, addressed to the Director of Human Resources, must be made within fifteen (15) days after issuance of a layoff notice and will substitute for Level I Formal of the Contract Grievance Procedure. The Superintendent or designee will hold a meeting on an employee appeal and make a decision within fifteen (15) days of the meeting.

Only the Association may appeal the Superintendent's decision to arbitration. Provisions of the Contract Grievance Procedure will apply. The Arbitrator will be without authority to reverse the Superintendent's decision on the application of the District's affirmative action policy or a determination that a less senior employee has special or unusual qualifications and experience for a position unless the Association proves that the Superintendent's decision was arbitrary or capricious. If back pay is awarded by the Arbitrator, it will not be retroactive to a date earlier than the date of the Association's notice of appeal to arbitration provided to the District pursuant to the Contract Grievance Procedure.

ARTICLE 25 - GRIEVANCE PROCEDURE

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

25.2 Definitions

25.2.1 Grievance. A "grievance" may either be:

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

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

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

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

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

25.2.5 Immediate Supervisor. An "immediate supervisor" is the person who has direct supervisory responsibility over the aggrieved person.

25.2.6 Day. A "day" shall mean the aggrieved person's work day excluding Saturdays, Sundays and the aggrieved person's vacation days and holidays.
25.3 Levels

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

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

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

25.3.3 Formal Level Two--Superintendent or Designee

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

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

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

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

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

25.3.4 Formal Level Three--Arbitration

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

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

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

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

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

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

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

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

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

25.4 Miscellaneous

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

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

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

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

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

Time Limits. It is important that grievances be processed as rapidly as possible. Specified time limits may, however,
be extended by mutual agreement in writing of the aggrieved person and the District.
EUGENE SCHOOL DISTRICT 4J

By: [Signature]
Board Chairperson
Date: 2/10/12

OREGON SCHOOL EMPLOYEES' ASSOCIATION CHAPTER No. 1

By: [Signature]
Field Representative, OSEA, Chapter I
Date: 1/31/12

ATTEST:

[Signature]
Superintendent-Clerk
Date: 2/10/12

ATTEST:

[Signature]
President, OSEA, Chapter I
Date: 1/31/12
APPENDIX A
WORK YEAR CHANGES AND INSURANCE TRANSFERS (2011-12 ONLY)

In order to address the financial crisis, the parties have agreed to the following. These provisions are applicable to the 2011-2012 work year only:

1. Employees assigned to work year assignments as per Article 3, Section 3.15.2 through 3.15.6 will have their work year assignments reduced by five (5) days. Three (3) of the days will be instructional, unless there are hazardous weather days, in which case the furlough day will be the hazardous weather day. Two (2) of the days will be non-instructional. Employees assigned to work student attendance days only, as per Section 3.15.1, will have their work year assignment reduced by three instructional days based on the District’s decision to eliminate up to three attendance days, unless such days are offset by hazardous weather days.

2. The days identified by the District as furlough days during the 2011-12 fiscal year are non-work days (employees will not be allowed to work or report to work on those days). Furlough days are non-paid days and employees are not eligible to use paid status time (such as vacation, sick leave, or compensatory time) on those days.
   a. Exceptions to designated furlough days will be made for emergency crews required to report on hazardous weather days. Any other exception or variance will be approved in writing in advance by the Human Resources Director, with notice to OSEA.
   b. Bargaining unit members shall not suffer any additional loss of pay or benefits as a result of the District’s decision to reduce work assignments (i.e. vacation, holiday, sick leave, insurance contribution, or calculation of seniority).
   c. Employees who are paid on a time-sheet basis will have the reduction in pay during the pay period in which the furlough occurs. All other employees will have the reduction in pay spread across paychecks throughout the fiscal year.

3. The Association and the District have approved, for the 2011-12 fiscal year, the transfer of fifty thousand dollars ($50,000) from the classified insurance reserve fund.

4. This Appendix does not set a precedent for future decision nor create or be used in support of any bargaining obligation in the future.
APPENDIX B
COMPENSATION SCHEDULES AND REOPENER

Pay Schedules and COLA:

The pay schedules in Appendix B describe the pay rates for all bargaining unit members expressly for the term July 1, 2011, through June 30, 2012. The 2011-12 pay schedules will be increased by zero percent (0%) over the 2010-2011 pay scales.

All employees are paid at the pay grade rate of their position on the eighteen (18) pay grade wage schedule except for FoodService employee positions and the Classified Benefits Coordinator position which will be compensated based on a separate pay schedule in Appendix B.

Step: Step eligible employees will advance a step. However, the incremental cost of step movement for 2011-2012 and the costs of that step over time will be paid for by classified insurance reserves. The schedule of transfers is set forth in Appendix I.

Longevity: The salary schedule longevity step will be two percent (2.0%) above step 9 for each pay grade. Bargaining unit members eligible for the additional three percent (3%) above step 9 are also eligible for the longevity step. A bargaining unit member is eligible for the longevity step after having been on step 9 for one (1) year and is eligible for a step advance under section 19.3.

Each bargaining unit member who received a three percent (3%) increase in their hourly rate of pay under the terms of the 1997-98 agreement shall continue to receive the value of the three percent (3%) increase under the terms of this Agreement. For example an employee on step 9 who received the three percent (3%) during 1997-98 will have their 2010-11 hourly rate plus three percent (3%) increased by the 0% schedule increase for 2011-12. If an employee receiving the additional three percent (3%) successfully promotes to a different position the employee’s hourly rate before promotion including the three percent (3%) will be the hourly rate used to place the employee in the new position pay grade step and eligibility for the additional three percent (3%) ends.

One Time Payment:

For 2011-2012 the Association and District will transfer funds from the classified insurance reserves to the District general fund, which the District will distribute as a one-time payment to members who are not eligible for step movement. The lump sum will be paid to eligible unit members by December 31, 2011 as additional compensation, subject to standard payroll costs and tax withholdings. The lump sum amount will be four hundred twenty dollars ($420) for an eligible full time member, and will be the same for each member based on the unit member’s assigned FTE as of December 1, 2011. The amount to be transferred from the classified insurance reserve fund shall be the sum of the amount distributed as salary and the related fixed costs. This provision is not an ongoing commitment of the District or the insurance reserve fund and not a status quo responsibility after 2011-12.

Reopener:

Either party may reopen the following articles and appendices: Appendix A (Work Year), B (Compensation), I (Insurance Reserve Transfers), 17, 18, and 19. In addition, Article 24 may be reopened in year two of the contract.
### 2011-12 CLASSIFIED SALARY SCHEDULE

**Effective July 1, 2011 and ending June 30, 2012**

<table>
<thead>
<tr>
<th>GRADE</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
<th>STEP 6</th>
<th>STEP 7</th>
<th>STEP 8</th>
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### 2011-12 FOOD SERVICE SALARY SCHEDULE

**Effective July 1, 2011 ending June 30, 2012**

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<thead>
<tr>
<th>GRADE</th>
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<th>STEP 3</th>
<th>STEP 4</th>
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<th>STEP 8</th>
<th>STEP 9</th>
<th>Longevity</th>
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<td>F</td>
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<td>16.57</td>
<td>16.98</td>
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### 2011-2012 CLASSIFIED BENEFITS COORDINATOR SALARY SCHEDULE

**Effective July 1, 2011 ending June 30, 2012**

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<th>STEP 1</th>
<th>STEP 2</th>
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<th>STEP 4</th>
<th>STEP 5</th>
<th>STEP 6</th>
<th>STEP 7</th>
<th>STEP 8</th>
<th>STEP 9</th>
<th>Longevity</th>
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<tbody>
<tr>
<td>39,695</td>
<td>40,687</td>
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<td>46,034</td>
<td>47,185</td>
<td>48,365</td>
<td>49,332</td>
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</table>

These salary schedules are the same as the 2010-11 salary schedules. The Longevity step represents 2% over Step 9. An employee on Step 5 of the 1997-98 salary schedule who received an additional 3% shall continue to receive the value of the 3%.
## APPENDIX C
### CLASSIFIED JOB CLASSIFICATIONS BY GRADE

#### Grade 3
- Bus Cleaner
- Food Service Assistant I

#### Grade 4
- Food Service Assistant II
- General Laborer
- Groundskeeper
- Maintenance Worker I
- School Crossing Guard
- Transportation Utility Worker
- User Services Assistant

#### Grade 5
- Data Entry Clerk
- Electronic Repair Assistant
- Food Service Assistant II
- General Laborer
- Groundskeeper
- Maintenance Worker I
- School Crossing Guard
- Transportation Utility Worker
- User Services Assistant

#### Grade 6
- Custodian
- Elementary School Assistant
- Receptionist
- Special Education Bus Aide

#### Grade 7
- Accounting Clerk I
- Automotive Services Technician
- Asbestos Technician
- Custodial/Maintenance Coordinator I
- Custodial Technician
- Department Assistant
- Fleet Services Technician
- Food Service Technician
- Library/IMC Assistant
- Mentor Program Coordinator
- Print Department Technician
- School Volunteer Coordinator
- Senior Groundskeeper
- Senior Media Clerk
- Student Supervision Assistant

#### Grade 8
- Attendance Clerk-MS
- AV/Textbook Specialist
- Building Maintenance Coordinator
- Bus Driver - Special Education
- Bus Driver - Regular Route
- Computer Operator
- Custodial/Maintenance Coordinator II
- Equipment Operator
- Floor Covering Technician
- General Services Assistant
- Grounds Specialist--IPM

#### Grade 9
- Accounting Clerk II
- Asbestos Technician
- Bus Driver Specialist
- Dispatch Information Coordinator
- Specialist Braillist
- Computer Assisted Note Taker
- Cabinetmaker
- Career Center Assistant
- Cataloger
- Elementary After School Site Coordinator
- Fleet Mechanic I
- Food Service Coordinator I
- Health Services Assistant
- Heating Technician Trainee
- Human Resource Assistant I
- Instructional Assistant
- Instructional Assistant – Bilingual
- Instructional Assistant – Childcare Center
- Instructional Assistant - Cognitive
- Instructional Assistant - Community Adjustment Program
- Instructional Assistant – Read Right
- Instructional Assistant - Special Ed (Behavioral)
- Instructional Assistant - Visually Impaired
- Instructional Assistant - 1:1
- Instructional Assistant - 1:1 (Autism)
- Maintenance Worker II
- Plumber Trainee I
- Safe Routes Coordinator
- Senior Braillist
- Senior Glazier
- Senior Printing Technician
- Senior Roofer
- Warehouse Operations Specialist
Grade 10
Assistant Dispatcher
Attendance Clerk - HS
Career Center Specialist
Carpenter
Certified Occupational Therapy Assistant
Custodial Staff Assistant
Department Secretary
Driver Trainer
Food Service Coordinator II
Glazier Specialist
Irrigation Specialist
Licensed Physical Therapy Assistant
Orientation & Mobility Assistant/Advanced Braillist
Painter Specialist
Plumber Trainee II
Program Coordinator Assistant
Program Coordinator Assistant - Food Services
Program Coordinator Assistant - KRVM
Program Coordinator Assistant – Natives
Records & Scheduling Assistant
Special Format Braillist

Grade 11
Accounting Clerk III
Accounting Specialist - Accounting System
Accounting Specialist - Payroll System
Administrative Assistant
Cabinet Shop Specialist
Cataloging Specialist
Community Relations Assistant
Elementary School Secretary
Facilities Coordinator
Finance Clerk
Floor Covering Specialist
Grants Proposal Specialist
Graphic Designer
Heating Technician
Human Resource Assistant II
Human Resource Secretary - Sub Dispatch
Human Resources Assistant II – Systems Facilitator
Human Services Coordinator
Human Services Coordinator – Latino
KRVM Membership Coordinator
Maintenance Worker III
Middle School Secretary
Plumber Trainee III
Print Shop Coordinator
Production Coordinator
Registrar
Roofing Specialist
Route Planning Coordinator
Senior High Finance Clerk
Sr. High School Secretary
Student & School Coordinator
Technical Support Specialist I
Transcriber
Transportation Dispatcher
Transportation Training Coordinator
Vocational Training Assistant
Volunteer Program Coordinator

Grade 12
Community School Coordinator
Coordinator of Braille Services
Driver Development Coordinator
Energy System Specialist
ESS Records Specialist
Human Resource Assistant - Workers' Comp
HVAC/Refrigeration Specialist
Interpreter--Hearing Impaired Program
Locksmith
Plumber Trainee IV
Recreation/Activities Coordinator
School Plus Program Coordinator
Social Skill Specialist – Autism

Grade 13
Architectural Drafter
Electronics Technician
Fleet Mechanic II
Interpreter-Coordinator
Network Analyst
Payroll Specialist
Parts Specialist/Mechanic II
Program Director - KRVM
Programmer Analyst I
Plumber
Management Assistant
Safety Specialist
Technical Support Specialist II

Grade 14
Accounting & Business System Specialist
Community Relations Specialist
Locksmith Specialist
Network/Senior Electronics Specialist

Grade 15
Electrician
Electronic Technician Specialist
Fleet Shop Coordinator
Plumber Specialist
Technical Support Specialist III

Grade 16
Programmer Analyst II

Grade 17
Senior Programmer Analyst

Grade 18
Buyer
Electrician Specialist
Network Systems Specialist
## APPENDIX D  
### CLASSIFICATION FAMILIES

### Family of Secretarial/Clerical Classifications

#### STAND ALONE

<table>
<thead>
<tr>
<th>Family Classifications</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>18</td>
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<tr>
<td>Management Assistant</td>
<td>13</td>
</tr>
<tr>
<td>User Services Specialist II</td>
<td>13</td>
</tr>
<tr>
<td>User Services Specialist II-ESS</td>
<td>13</td>
</tr>
<tr>
<td>HR Assistant--Workers’ Comp</td>
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<tr>
<td>School Plus Program Coordinator</td>
<td>12</td>
</tr>
<tr>
<td>Records Specialist</td>
<td>12</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>11</td>
</tr>
<tr>
<td>Cataloging Specialist</td>
<td>11</td>
</tr>
<tr>
<td>Elementary School Secretary</td>
<td>11</td>
</tr>
<tr>
<td>High School Registrar</td>
<td>11</td>
</tr>
<tr>
<td>High School Secretary</td>
<td>11</td>
</tr>
<tr>
<td>Human Resource Assistant II – Systems Facilitator</td>
<td>11</td>
</tr>
<tr>
<td>Human Resource Assistant II</td>
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<tr>
<td>Human Resources Secretary--Sub Office</td>
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<tr>
<td>Human Services Coordinator</td>
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<tr>
<td>Human Services Coordinator-Latino</td>
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<tr>
<td>Middle School Secretary</td>
<td>11</td>
</tr>
<tr>
<td>Attendance Clerk - HS</td>
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<tr>
<td>Career Center Specialist</td>
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</tr>
<tr>
<td>Department Secretary</td>
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</tr>
<tr>
<td>MS Records &amp; Scheduling Assistant</td>
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</tr>
<tr>
<td>Program Assistant--Food Services</td>
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<tr>
<td>Program Coordinator Assistant</td>
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<tr>
<td>Program Coordinator Assistant–Natives</td>
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<tr>
<td>Health Services Clerk</td>
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<tr>
<td>Mail Processing Specialist</td>
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</tr>
<tr>
<td>User Services Specialist I</td>
<td>8</td>
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<tr>
<td>School Volunteer Coordinator</td>
<td>7</td>
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</tbody>
</table>

#### GENERIC GROUP

<table>
<thead>
<tr>
<th>Family Classifications</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
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<td>8</td>
</tr>
<tr>
<td>Custodian [General Laborer]</td>
<td>6</td>
</tr>
</tbody>
</table>

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

### Family of Custodial Services Classifications

#### STAND ALONE

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<th>Family Classifications</th>
<th>Pay Grade</th>
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</thead>
<tbody>
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<tr>
<td>Building Maintenance Coordinator</td>
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<tr>
<td>Custodial Maintenance Coordinator II</td>
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<tr>
<td>High School Lead Custodian</td>
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<td>Custodial Technician</td>
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### Family of Data Processing Classifications

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<tbody>
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<tr>
<td>Senior Programmer Analyst</td>
<td>17</td>
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<td>Program Analyst II</td>
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<td>Network Analyst</td>
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<td>Programmer Analyst I</td>
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#### Application Programming/Hardware

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</tr>
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<tr>
<td>9</td>
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<tr>
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<tr>
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### No GENERIC GROUP Family Classifications
Family of Electronic Repair Classifications

STAND ALONE
Family Classifications Pay Grade
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Electronics Technician .................................. 12
Electronic Fire Alarm and Security Systems........ 12
Electronic Repair Assistant ............................ 5

No GENERIC GROUP Family Classifications

Family of Facilities Classifications

STAND ALONE
Family Classifications Pay Grade
Electrician Specialist [Electrician] ................. 18
Electronic Technician Specialist .................... 15
Electrician [Maintenance Worker II] ............... 15
Plumber Specialist ...................................... 15
Locksmith Specialist ................................... 14
Architectural Drafter ................................... 13
Plumber [Maintenance Worker II] .................... 13
Safety Specialist ........................................ 13
Energy System Specialist Specialty
[ Maintenance Worker II] .............................. 12
Locksmith [Maintenance Worker I] ................... 12
HVAC/Refrigeration Specialist
[ Maintenance Worker II] .............................. 12
Plumber Trainee IV ...................................... 12
Heating Technician [Maintenance Worker II] .... 11
Maintenance Worker III
[ Maintenance Worker II] .............................. 11
Roofing Specialist
[ Senior Roofer or Maintenance Worker II] ......... 11
Cabinet Shop Specialist [ Cabinet Maker] ........... 11
Floor Covering Specialist .............................. 11
Plumber Trainee III ..................................... 11
Carpenter
[ Senior Glazier or Maintenance Worker II] ....... 10
Glazier Specialist [ Senior Glazier] .................... 10
Irrigation Specialist ..................................... 10
Painter Specialist [ Painter] ............................. 10
Plumber Trainee II ....................................... 10
Asbestos Technician Specialist
[ Asbestos Technician] ................................. 9
Cabinet Maker [ Maintenance Worker I] .......... 9
Heating Technician Trainee ......................... 9
Senior Roofer [ Roofer] ............................... 9
Senior Glazier [ Maintenance Worker I] .......... 9
Plumber Trainee I ....................................... 9
Roofer [ Maintenance Worker I] ..................... 8
Painter [ Maintenance Worker I] ..................... 8
Equipment Operator [ Senior Groundskeeper] ...... 8
Floor Covering Technician
[ Maintenance Worker I] ............................ 8
Ground Specialist - IPM ................................. 8
Asbestos Technician [ Maintenance Worker I] ...... 7
Senior Groundskeeper [ Groundskeeper] .......... 7

GENERIC GROUP

Family Classifications Pay Grade
Maintenance Worker II ................................ 9
Senior Maintenance Worker ......................... 8
Maintenance Worker I ................................ 7
Custodian .................................................. 6
General Laborer ......................................... 5
Groundskeeper ........................................... 5
Transportation Utility Worker ....................... 5
Bus Cleaner ............................................... 4
Auto Service Technician/Custodian ................. 4

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

Family of Financial Classifications

STAND ALONE
Family Classifications Pay Grade
Accounting & Business Systems Specialist ........ 14
Payroll Specialist ........................................ 13
Accounting Clerk III .................................... 11
Accounting Specialist/Accounting Systems ....... 11
Accounting Specialist/Payroll ....................... 11
Grants Program Specialist ............................ 11
Senior High School Finance Clerk ................. 11
Finance Clerk ............................................ 11
Accounting Clerk II .................................... 9
Accounting Clerk I ..................................... 7

No GENERIC GROUP Family Classifications

Food Services Classifications

STAND ALONE
Family Classifications Pay Grade
Production Coordinator ............................. 11
Food Service Coordinator II ......................... 10
Food Service Coordinator I ......................... 9
Food Service Technician ............................. 7

GENERIC GROUP

Family Classifications Pay Grade
Food Service Assistant II ......................... 5
Food Service Assistant I ......................... 4
Family of Instructional Assistant Classifications

STAND ALONE

Family Classifications Pay Grade
Interpreter Coordinator .................................................. 13
Social Skills Specialist – Autism ........................................ 12
Interpreter/Hearing Impaired Program ......................... 12
Vocational Training Assistant ........................................... 11
Transcriber ........................................................................ 11
Certified Occupational Therapy Assistant ...................... 10
Licensed Physical Therapy Assistant ......................... 10
Orientation & Mobility Assistant/Advanced Braillist ........ 10
Braillist/Computer Assisted Notetaker ......................... 9
Instructional Assistant 1:1 (Autism) [IA 1:1] .................... 9
Instructional Assistant/1:1 ................................................. 9
Instructional Assistant/Bilingual ........................................ 9
Instructional Assistant-Childcare Program ..................... 9
Instructional Assistant/Cognitive ........................................ 9
Instructional Assistant/Community Adjustment Program ........ 9
Instructional Assistant – Read Right ................................... 9
Instructional Assistant/Special Ed (Behavioral) .............. 9
Instructional Assistant/Visually Impaired ....................... 9
Instructional Assistant/Day Care Program ...................... 8
Student Supervision Assistant ........................................ 7

GENERIC GROUP

Family Classifications Pay Grade
Job Classes that are currently in Grade 9: Instructional Assistant ........................................... 9
Job Classes that are currently in Grade 8: Instructional Assistant/Kindergarten ...................... 9
Instructional Assistant/Regular Ed Program .................. 9
Job Classes that are currently in Grade 7 or lower: Library/IMC Assistant (7) (Elementary Level) School Crossing Guard (5) ............

Family of Braillist Classifications

STAND ALONE

Family Classifications Pay Grade
Coordinator of Braille Services ...................................... 12
Special Format Braillist ................................................... 10

No GENERIC GROUP Family Classifications

Family of Public Relations/Journalism Media Classifications

STAND ALONE

Family Classifications Pay Grade
Community Relations Specialist .................................. 14
Program Director – KRVM .............................................. 13

Recreation/Activities Coordinator ................................. 12
Community School Coordinator .................................. 12
School Plus Program Coordinator ................................ 12
Facilities Coordinator .................................................... 11
Community Relations Assistant ..................................... 11
Graphic Designer .......................................................... 11
KRVM Membership Coordinator .................................. 11
Student & School Coordinator ....................................... 11
Volunteer Program Coordinator .................................... 11
Program Coordinator – KRVM ....................................... 10
Elementary After School Site Coordinator .................... 9
KRVM Financial Support Rep II ..................................... --

No GENERIC GROUP Family Classifications

Family of Printing Classifications

STAND ALONE

Family Classifications Pay Grade
Senior Printing Technician ........................................... 9

• MECHANICS

STAND ALONE

Family Classifications Pay Grade
Fleet Mechanic II ............................................................ 13
Fleet Mechanic I .............................................................. 9
Auto Service Technician ................................................. 7
Fleet Service Technician [General Laborer] ...................... 7
General Laborer ............................................................. 5
Transportation Utility Worker ........................................ 5
Bus Cleaner ................................................................. 4

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

• DRIVERS

STAND ALONE

Family Classifications Pay Grade
Driver Development Coordinator .................................. 12
Transportation Training Coordinator ............................. 11
Route Planning Coordinator ........................................... 11
Transportation Dispatch ................................................ 11
Assistant Dispatcher ....................................................... 10
Driver Trainer .............................................................. 10
Dispatch Information Coordinator ................................. 9
[To bus driver if previous classification; to secretarial/clerical if previous classification]
Bus Driver Specialist .................................................... 9
Bus Aide [General Laborer] .............................................. 6
### GENERIC GROUP

<table>
<thead>
<tr>
<th>Family Classifications</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Driver</td>
<td>8</td>
</tr>
<tr>
<td>General Laborer</td>
<td>5</td>
</tr>
<tr>
<td>Transportation Utilities Work</td>
<td>5</td>
</tr>
<tr>
<td>Bus Cleaner</td>
<td>4</td>
</tr>
<tr>
<td>Auto Service Technician</td>
<td>4</td>
</tr>
</tbody>
</table>

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

### Family of Warehouse Operations Classifications

#### STAND ALONE

<table>
<thead>
<tr>
<th>Family Classifications</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warehouse Operations Specialist</td>
<td>9</td>
</tr>
<tr>
<td>Warehouse Operations Assistant</td>
<td>8</td>
</tr>
</tbody>
</table>

### GENERIC GROUP

<table>
<thead>
<tr>
<th>Family Classifications</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Laborer</td>
<td>5</td>
</tr>
</tbody>
</table>
**APPENDIX E**

**EXAMPLES OF ADDITIONAL SENIORITY RIGHTS FOR GENERIC GROUP**

First Example

<table>
<thead>
<tr>
<th>Classification &amp; Pay Grade</th>
<th>Time of Service</th>
<th>Classification &amp; Pay Grade</th>
<th>Time of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>IA Family Seniority in third position = 6 years</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IA Family Seniority if bumped back to second position = 6 years</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OA Family Seniority if bumped back to first position = 9 years</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Second Example

<table>
<thead>
<tr>
<th>Classification &amp; Pay Grade</th>
<th>Time of Service</th>
<th>Classification &amp; Pay Grade</th>
<th>Time of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>3rd Position, 3 years</td>
<td>OA</td>
<td>9</td>
</tr>
<tr>
<td>9</td>
<td>8</td>
<td>2nd Position, 3 years</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>6</td>
<td>1st Position, 3 years</td>
<td>7</td>
</tr>
</tbody>
</table>

 Indicates no rights to OA Family
IA Family Seniority in third position = 9 years

Wide Line indicates employment path. Narrow line indicates bumping path. Circle indicates positions held.
### Examples of Additional Seniority Rights for Generic Group

#### THIRD EXAMPLE

<table>
<thead>
<tr>
<th>Classification &amp; Pay Grade</th>
<th>Time of Service</th>
<th>Classification &amp; Pay Grade</th>
<th>Time of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td></td>
<td>OA</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>6</td>
<td>1st Position, 3 years</td>
</tr>
</tbody>
</table>

IA Family Seniority in third position = 6 years
OA Family Bumping Seniority = 9 years

#### FOURTH EXAMPLE

<table>
<thead>
<tr>
<th>Classification &amp; Pay Grade</th>
<th>Time of Service</th>
<th>Classification &amp; Pay Grade</th>
<th>Time of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td></td>
<td>OA</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>6</td>
<td>1st Position, 3 years</td>
</tr>
</tbody>
</table>

Stand Alone Seniority = 3 years.
IA Family Seniority for all generic group classifications = 6 years.
OA Family Seniority if bumped = 9 years.

**Wide Line** indicates employment path. **Narrow** line indicates bumping path. **Circle** indicates positions held. **Triangle** indicates stand alone position held.
APPENDIX F
PROMOTIONAL OPPORTUNITY

The Association and District have agreed to experiment with processes that may create more opportunity for classified employees to change positions by using vacancies created by long-term absences to obtain experience in another position for future promotions.

The Human Resources Department in cooperation with the Association will continue to implement this process during the term of this contract. This process will only be continued after June 30, 2014 upon mutual agreement of the Association and the District.

Promotional Opportunity

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 absent employee that will be filled during the absence.

6. A vacant position due to a long-term absence shall be posted as a temporary position opportunity.

7. The program supervisor has the discretion to select from the list of applicants for the temporary position or may fill the position with a classified employee working out of range, a substitute, or may redistribute the work.

8. An employee filling such a temporary vacancy shall continue to gain seniority only in his/her classification held before filling the temporary position and will not accrue seniority in the temporary position classification.

9. An employee in a temporary position has the right to return to her/his previous position, which shall be filled with a substitute if the supervisor believes this adequately fills the position. If the temporary vacancy will or does continue for more than a year, the employee's right to return to a position in their previous classification is as a displaced employee.
APPENDIX G
DEVELOPMENT OF TWO TRACKS SENIORITY SYSTEM

The parties agree there will be a two track seniority system: One track will be for all classifications except Facilities and the other track is Facilities. Facilities employees, including trades, custodial and transportation, will continue to have seniority based on the current classification-based system (i.e. current contract language of Article 24). Non-facilities employees will have hire-date seniority upon two years within a classification.

The parties have decided to work out the details of the two track system in a joint labor management committee, and that the work of the joint committee will result in new contractual language requiring ratification. It is the intention of this committee to have language describing the two track system prepared and presented for a ratification vote in time for the system to be implemented for the 2012-2013 staffing year.
APPENDIX H
CLASSIFIED BENEFITS COORDINATOR

Position Summary

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

Distinguishing Characteristics

This position is a result of the collective bargaining process, with duties assigned by the Classified JBC as outlined in the District 4J/OSEA Collective Bargaining Agreement. The annual salary for this position is set within the collective bargaining agreement, and is not subject to reclassification. The pay schedule for this position is in Appendix B. Step placement and advancement are subject to the terms of the collective bargaining agreement. The position has a 12-month work year and will have the same benefits and working conditions as other classified bargaining unit members in 12-month work year positions. The position is a minimum half-time within the collective bargaining agreement, and is assigned to full-time status for a minimum period of July 1, 2011 through June 30, 2013. This job description is based on a full-time (1.0 FTE) status assignment.

Supervisory Relationships

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

Essential Functions

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

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

Minimum Qualifications Summary

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

JBC INSURANCE RESERVE FUND TRANSFERS

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

1. One hundred forty thousand dollars ($140,000) was agreed to be transferred from the JBC reserve fund to the District accounts, as part of the contract compensation settlement for the 1995-97 contract. The $140,000 originally covered food service employees’ compensation. Subsequently, the parties agreed that ten thousand ($10,000) of the $140,000 was the amount which covered food service employee compensation, leaving a balance of one hundred thirty thousand ($130,000). In subsequent contract negotiations the $130,000 was reduced to one hundred eighteen ($118,000). As part of the 2011-14 contract settlement, the $118,000 was reduced by eighty thousand dollars ($80,000) (to offset transfer of costs for insurance during unpaid leave reserves) and increased by twenty-five thousand dollars ($25,000) (reserves to cover one [1] non-contract day for 185-day employees), for a net reduction to sixty-three thousand dollars ($63,000). The remaining combined transfer of seventy-three thousand dollars ($73,000) will continue annually.

2. As part of the 1997-98 contract settlement, the Association representatives agreed to contribute twenty-five dollars ($25) per month towards the amount of the District insurance benefit contribution for eligible food service employees. This enabled food service employees to receive the same District contribution for insurance as all other OSEA represented employees. This monthly contribution of twenty-five dollars ($25) per eligible food service employee will be transferred to the District account annually in a lump sum.

3. As part of the 2011-2014 contract settlement, the parties agreed that the cost of step increases in 2011-12 and the related ongoing costs would be paid for by transfers from the insurance reserve fund to the District general fund over a ten (10) year period as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost of Step</th>
</tr>
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<tbody>
<tr>
<td>2011-12</td>
<td>$300,000</td>
</tr>
<tr>
<td>2012-13</td>
<td>$218,000</td>
</tr>
<tr>
<td>2013-14</td>
<td>$195,000</td>
</tr>
<tr>
<td>2014-15</td>
<td>$168,000</td>
</tr>
<tr>
<td>2015-16</td>
<td>$135,000</td>
</tr>
<tr>
<td>2016-17</td>
<td>$106,000</td>
</tr>
<tr>
<td>2017-18</td>
<td>$73,000</td>
</tr>
<tr>
<td>2018-19</td>
<td>$38,000</td>
</tr>
<tr>
<td>2019-20</td>
<td>$27,000</td>
</tr>
<tr>
<td>2020-21</td>
<td>$17,000</td>
</tr>
<tr>
<td>Total</td>
<td>$1,277,000</td>
</tr>
</tbody>
</table>

4. One-time reserve transfers for 2011-2012 are described in Appendix B.
APPENDIX J
MEDICAL SERVICES PROVIDED BY CLASSIFIED EMPLOYEE

Part I- Review:

1. The District will review the full range of medical services, present and future, the District expects classified employees to provide to students. The District may hire a professional, if needed, to assist with the review. The review shall include input from classified employees. Following the review, the District will identify student medical services that can be legally provided by classified employees and that could be provided by classified employees.

2. The District retains the right to assign medical services duties subject to the contract and the District’s duty to bargain.

3. The District with input from the Association will identify the training needed to provide the assigned medical services. The training will include how to develop a coordinated care plan and the timing of when the training should occur in relationship to providing the medical services.

4. The District and Association can review all position classifications where medical service duties are incorporated. The responsible Association has the right to raise concerns where medical services are incorporated. The Association may implement the reclassification process as it deems appropriate.

Part II- Employee Opportunity to Volunteer:

1. The District with Association input will develop a process to provide classified employees an annual opportunity to volunteer to provide medical services for students. The medical services a classified employee can volunteer for must be clearly described, must be legal for the classified employee to provide, and classified employee must be adequately trained to provide the medical services. The responsible administrator must approve of any volunteers who provide medical services.

2. Training will occur within a reasonable period of time of the medical services being provided. The administrator will identify any needed training.
APPENDIX K
INSTRUCTIONAL ASSISTANT PREPARATION TIME

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

1. In September of each year the building administrator will notify each teacher of the District’s expectation that instructional assistants who provide instructional support should be provided the opportunity to discuss scheduling prep-time.

2. The teacher and the instructional assistant will mutually agree to the scheduled time and length of prep-time and shall provide the schedule to the building administrator.

3. In the event that an instructional assistant does not feel the scheduled prep-time is adequate, the instructional assistant should discuss the issue with the appropriate administrator. The administrator shall have the final responsibility to resolve the issue.
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