MEMORANDUM OF AGREEMENT
BETWEEN
EUGENE SCHOOL DISTRICT 4J
AND
OREGON SCHOOL EMPLOYEES' ASSOCIATION, CHAPTER 1

This memorandum of agreement is entered into this 25 day of June 2015 between the Eugene School District 4J and the Oregon School Employees' Association Chapter No. 1. The District and OSEA hereby agree as follows:

1. Purpose of Pilot Article 24. The purpose of this Memorandum of Agreement is to allow the parties to implement, on a trial basis, changes to contract language concerning reduction in force and recall, set forth in Attachment A. During the term of this pilot, the terms of Pilot Article 24 are in effect and fully replace existing Article 24 as set forth in the 2014-18 Collective Bargaining Agreement between the parties.

2. Duration. The effective date of this pilot will be October 1, 2015. This pilot will expire on June 30, 2018 and will not create a status quo condition of the contract; effective July 1, 2018, Article 24 as set forth in the 2014-18 Collective Bargaining Agreement (ie, the language in effect prior to the pilot) will again be in effect, unless otherwise agreed in writing by the parties.

3. Review of pilot and work group. In fall 2017, a joint work group of the parties will convene for the purpose of reviewing the pilot and making a joint recommendation to the bargaining representatives of the parties for consideration in successor bargaining.

4. Elimination of certain appendices. Appendices E (Work Group on Article 24, Layoff, Reduction in Force, and Recall) and G (Development of Two Track Seniority System) in the 2014-18 Collective Bargaining Agreement are hereby eliminated.

It is so agreed this 25 day of June 2015

For the District:

Jim Torrey, Board Chair

Date 6-29-15

Christine Nesbit, Associate Director, Labor Relations

Date 6-25-15

For the Association:

Jo Ann Smith, OSEA Chapter 1 President

Date 6/30/15

Mary Kay Brant, OSEA Field Representative

Date 7/6
ARTICLE 24—REDUCTION IN FORCE AND RECALL

24.1 Definitions

24.1.1 Classification - the specific position title to which an employee is assigned based on the District's classification schedule set forth in Appendix C or newly created by the District. When an employee is assigned work time in two or more classifications, the employee's primary classification is the classification in which the employee is assigned fifty percent (50%) or more of the employee's total average daily work hours. If the assigned work time in two or more classifications is equal, the District will designate a primary classification at the time of assignment. An employee who has four (4) or more assigned hours, but less than four (4) hours in his/her primary classification, shall have rights as if assigned four (4) hours in his/her primary classification.

24.1.2 “Previously-held primary classification” refers to the primary classification held immediately prior to the employee's present classification.

24.1.3 “Generic group” refers to the generic positions within the classification family for an employee's present primary classification.

24.1.4 Bumping means the displacement of one employee by another employee with greater seniority. Reassignment is the placement of an employee in a new assignment per the provisions of this Article.

24.1.5 “Classification seniority” means an employee's total length of continuous service in a classification since his/her date of assignment to that classification. “District seniority” means an employee's total length of continuous service with the District since his/her most recent date of hire into a bargaining unit position. Ties of seniority shall be broken by lot. Time employed in a temporary or substitute or other non-bargaining unit position will not count toward seniority.

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

24.1.6 Layoff occurs when due to program changes or workforce reductions: (1) an employee’s position is eliminated, or his/her primary classification hours reduced below his/her current timeblock; (2) the elimination/reduction has been, or is expected to be, in effect longer than twenty-two (22) work days; and (3) the District has been unable to find an assignment for the employee within his/her classification and timeblock. Timeblocks are: eight (8), seven (7) to less than eight (8), six (6) to less than seven (7), five (5) to less than six (6), four (4) to less than five (5) hours per work day in the work week. However, for bus drivers, bus aides and driver specialists, the timeblocks recognized are the minimum workday assignments in Article 22.1.1. An employee's timeblock is determined each September 30, or for employees hired or promoted between October 1 and June 30, upon hire or promotion.

24.2 Notice

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

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

24.2.2 In the event of a layoff which completely eliminates an employee's rights to any position, the District will provide the following notice: If it is the result of an administrative decision, the Association will receive notice of not less than thirty (30) calendar days; if it is a levy failure or other fiscal emergency, the District will notify the Association as soon as possible when such decision has been made. The parties recognize special circumstances may exist which precludes timely notification. The District agrees that it will provide the Association notice in such instances at the earliest reasonable moment possible. The notice will specify the reasons therefore, class(es) and position(s) affected and names of employees to be laid off.

24.2.3 Upon request by OSEA, on approximately October 15 of each year, the District will provide OSEA with a copy of the recall list and a list of employees in the bargaining unit, their position assignment(s), FTE and classification seniority date.

24.2.4 Order. While the District reserves the right to determine positions to be eliminated or reduced in hours it will layoff employees within each affected job classification according to classification seniority, except when district seniority is specifically provided. Generally no bargaining unit member may be laid off until the district first has laid off probationary employees who hold positions in the affected classifications.

24.3 Reassignment and Bumping Procedures. The following process applies to employees who have received the Notice of Initial Assignment and have exercised their rights to enter the bumping process:

24.3.1 Prior to layoff, the District will assign an affected employee to an existing vacancy within his/her current classification and timeblock. If none, the employee may, based on classification seniority, bump a less senior employee within the employee's current timeblock and classification. If none, the employee is laid off and placed on the recall list, and 24.3.2 applies.

24.3.2 A laid off employee may, based on classification seniority, bump a less senior employee in the next lesser timeblock. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in his/her current classification has been exhausted. If an employee is not assigned under this provision, 24.3.3 applies.

24.3.3 Previously-held classification. If a laid off employee is not assigned under 24.3.2, the employee may, based on District seniority, bump a less senior employee within the employee's timeblock and previously-held primary classification, if any. If none, the employee may bump a less senior employee in the next lesser timeblock. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in his/her previously-held classification has been exhausted. If an employee is not assigned under this provision, 24.3.4 applies.

24.3.4 Generic classification. If a laid off employee is not assigned under 24.3.2 or 24.3.3, the employee may, based on District seniority, bump a less senior employee within the employee's timeblock into a classification in the family generic group. An employee's right to assignment in the family generic group will be exercised within the employee's
existing timeblock in descending order of pay grades within the family generic group, beginning with the highest pay grade held by the employee at the time of layoff. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in the generic family group has been exhausted.

24.3.5 An employee who bumps into a new assignment under Articles 24.3.2 to 24.3.4 will retain recall rights to an assignment in the classification and timeblock held at the time of layoff, but does not have the right to bump into other new assignments. An employee who rejects an assignment to a position offered under 24.3.1 to 24.3.4 forfeits recall rights.

24.3.6 Salary placement. An employee reassigned under 24.3.2 to 24.3.4 will be placed on the salary step that most nearly matches the employee's hourly pay rate at the time of layoff, but is not a wage increase.

24.3.7 Employees do not have the right to be assigned to a position in a higher timeblock or workyear than the employee held at the time of the reduction in hours.

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

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

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

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

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

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

24.4 Recall

24.4.1 Laid off employees will be placed on a recall list in classification seniority order for up to twenty-seven (27) months. Employees will be recalled according to such list, as openings in the classification and timeblock (and workyear if applicable) from which the employee was laid off become available. In order to support stability in staffing, the District's obligation to recall employees is in effect from the beginning of the annual staffing process for the following school year through September 30 of that school year. At other times, the District retains discretion to recall employees.

24.4.2 No new employee will be hired into a vacant position while employees with rights to recall to that classification and timeblock remain on the recall list.

24.4.3 Employees on layoff status will be considered in-district applicants when applying for positions.

24.4.4 Laid off employees shall be responsible for notifying Human Resources of a telephone number, email and mailing address through which they can be reached. Unless the employee has requested notification by certified letter, the District shall notify a member of recall by telephone/ voicemail and email at the last telephone number and email address provided to Human Resources by the employee. An employee shall respond within seventy-two (72) hours following the email. If an employee has requested notification by certified letter, the employee will have five (5) days from the date of the letter to respond. The District will assume its offer for a position is rejected if: (1) the laid off employee does not respond within 72 hours of the District's email (or 5 days from the date of the District's letter if the employee has requested certified letter notice); (2) the member responds and declines; or (3) the District cannot reach the member at either his or her last known telephone number or email address.

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

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

24.4.5.1 Twenty-seven (27) months have passed from the effective date of such layoff.
24.4.5.2 An employee fails to accept a position offered from the recall list. Laid off employees who accept a position offered from the recall list in a lower timeblock (or workyear, if applicable) than their pre-layoff classification, or in a previously held classification, will retain recall rights.
24.4.5.3 An employee fails to timely respond to recall.
24.4.5.4 An employee accepts a bargaining unit position from the recall list in his/her classification and timeblock (and workyear, if applicable).
24.4.5.5 An employee waives recall rights in writing.
24.4.5.6 An employee is hired by the District in some other position for which the employee applied.
If an employee is laid off because the District determined that a less senior employee should be retained under Article 24.3.9, he or she may appeal the District's decision to the Superintendent or designee after having an informal conference with the Director of Human Resources or designee. An appeal to the Superintendent, addressed to the Director of Human Resources, must be made within fifteen (15) days after issuance of a layoff notice and will substitute for Formal Level One of the Contract Grievance Procedure. The Superintendent or designee will hold a meeting on an employee appeal and make a decision within fifteen (15) days of the meeting. Only the Association may appeal the Superintendent's decision to arbitration. Provisions of the Contract Grievance Procedure will apply. The Arbitrator will be without authority to reverse the Superintendent's decision on the application of the District's affirmative action or diversity policy or a determination that a less senior employee has special or unusual qualifications and experience for a position unless the Association proves that the Superintendent's decision was arbitrary or capricious. If backpay is awarded by the Arbitrator, it will not be retroactive to a date earlier than the date of the Association's notice of appeal to arbitration provided to the District pursuant to the Contract Grievance Procedure.