

Lebanon Community School District 9

and

Lebanon Education Support Professionals Association

2023-2025
Agreement

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Article 1 - Recognition

- 1.1 The Board recognizes the Lebanon Education Support Professionals Association, hereinafter referred to as the “Association” as the exclusive bargaining representative for all regular employees in Lebanon Community School District No. 9, hereinafter referred to as the “District” or the “Board”, excluding confidential and supervisory employees, substitutes, temporary employees working less than sixty (60) consecutively scheduled workdays, in the same position, district student employees and academically licensed employees. Probationary employees shall be excluded from articles 6 and 16.
- 1.2 If the temporary assignment is known at the beginning of the assignment to extend beyond sixty (60) consecutively scheduled workdays, then the employee shall be included in the bargaining unit from the first day of the assignment.
- 1.3 Substitute employees are defined as those hired to temporarily replace bargaining unit employees who are on a paid or unpaid leave of absence or to temporarily fill an open or newly created position.
- 1.4 Probationary employees: Every new employee hired into the bargaining unit shall serve a maximum probationary period of one (1) calendar year.

Article 2 - Status of Agreement

- 2.1 Upon expiration of this Agreement and until a new contract is developed and agreed to, the salaries and fringe benefits identified in this Agreement shall continue pursuant to statute ORS 243.712 (2)(d).
- 2.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- 2.3 The parties agree to enter into collective bargaining over a successor agreement in January and to schedule by April 1st, a mutually agreed upon date to meet for exchanging initial proposals of the last year of this Agreement.
- 2.4 All signed Memoranda of Understanding that do not have an expiration date shall be deemed null and void.

Article 3 - Management Rights

- 3.1 The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the state of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right to:
- A. The executive management and administrative control of the school system and its properties and facilities;
 - B. The hiring of all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, dismissal, demotion, promotion or transfer;
 - C. The unqualified right of assignment and direction of work of all of its personnel, determination of the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
 - D. The unqualified right to establish the school calendar as adopted by the Board;
 - E. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
 - F. Adopt reasonable rules and regulations;
 - G. Determine the qualifications of employees, including physical conditions;
 - H. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 - I. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
 - J. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
 - K. Determine the size of the management organization, its functions, authority, and amount of supervision and table of organization;
 - L. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific, written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the state of Oregon.

The District shall advise employees of the ensuing year's calendar by the end of the preceding school year.

Article 4 - Association Rights

4.1 Information

Upon request, the Board agrees to furnish to the Association that information as required by law necessary for its functioning as exclusive bargaining representative. This will include an editable digital document that consists of the contact information for each current certified employee, including their name, date of hire, job title, work location, FTE, position on the salary schedule, personal phone number, home email address, and personal mailing address every four months to the Association or OEA. For new hires, the District shall provide the aforementioned employee information within 10 days of hire.

4.2 Use of School Buildings

School facilities may be used for Association activities free of charge at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations or special meetings and classes and providing that prior notification is given to the principal.

4.3 Use of School Equipment and District Courier

The Association shall have the right to use the District courier, school facilities and equipment, such as computers, telephones, copiers, typewriters, duplicating equipment, calculating machines, and audiovisual equipment, etc at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable costs of all materials and supplies incidental to such use and for repairs necessitated as a result thereof.

The District's email system is solely the property of the District. When using the District's email system the Association agrees to follow all District policies, administrative regulations, and state and federal laws regarding its use. The Association will not use the District's email system to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law. The Association may use District email to communicate with members on bargaining, contract maintenance, employment relations, and other Association business.

The Association and its members understand that use of the District's email system may be monitored at any time and for any reason.

4.4 The District shall provide the Association with bulletin board space for the purpose of communicating Association and District information to employees. A bulletin board shall be available in any building where employees are working.

4.5 School Board & District Leadership Information and Interactions

A. Providing Information

The District shall provide the Association with an advance Board agenda and approved Board minutes and a copy of the Board packet (exclusive of confidential information) within one (1) working day after they are sent or given to Board members.

The District will provide the Association president with proposed new Board policies or proposed revisions of Board policies. The proposals will be dated.

B. Communication and Interaction

The District shall not interfere with the right of the Association to communicate directly with the school board.

The Association shall be provided a standing invitation to present issues at each school board meeting, during the public comment period with prior notification to the board secretary.

4.6 Association Leave

The District shall provide representatives paid time to perform union duties without a loss in pay benefits, leave accrual, or seniority. These duties may include participation in investigations, new member orientations, grievances, bargaining, union training, and labor management.

A total of one hundred twenty-five (125) hours, but no more than fifty (50) hours of leave per employee per year, may be granted for training provided and paid for by the Association. Such training shall bear a direct relationship to the employee's position and must be pre-approved by the HR Director or designee.

Beyond the 125 hours, the Association shall reimburse the District for any other accrued Association leave. All Association leave must be approved by the Association President and submitted to the HR Director or designee on District leave forms. The District will maintain an accurate accounting of leave hours and will provide the Association President with an account balance upon request of the President.

Furthermore, the District agrees to release the Lebanon Education Support Professionals Association's president annually for not less than one-quarter nor more than one-half of the president's regular District assignment. The determination of the amount of the release time between one-quarter and one-half of the President's regular District assignment shall be by mutual agreement between the Association and the District.

4.7 The Association shall be notified, electronically or by writing, of all new classified employee hires within 30 working days after the employee is hired

4.8 By October 1 of each year, the District shall provide an updated seniority list to the Association.

A. By October 1 of each year, the District shall provide the Association an electronic database of each employee in the bargaining unit (active members and non-members) that includes first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, dues deductions, residential address, and residential phone number. For every bargaining unit member hired after October 1, the District shall provide such information within thirty (30) days of hire.

4.9 Prior to formal adoption of a changed job description, the District will seek input from the LESPA Board and affected employees.

4.10 The Association president shall receive notice of any changed job descriptions by email.

4.11 Announcements

The Association, with notice to the building administrator, may arrange to make brief announcements at faculty meetings, if time permits.

4.12 **In-service Communications**

Upon request of the Association, prior to August 1 of any year, the District shall schedule time during the pre-school year in-service with representatives of the Association and administration for an open question-and-answer period regarding this Agreement.

Additionally, the Association shall have the right to address all members for up to 30 minutes on the first day of in-service during paid contractual time.

4.13 **Access to Members**

- A. The Association and OEA employees are the designated representatives for the purpose of access and representation of bargaining unit members. Association representatives have the right to meet with current employees during work hours to address grievances, complaints, employee discipline, and employee relations.
- B. The District shall set aside at least four (4) hours of paid orientation time for new classified employees at the beginning of the year. The Association has the right to access at least 30 minutes and up to 120 minutes of paid new employee District orientation time to meet with employees. Each month, the District shall set aside paid time for employees who are hired at, or after the new employee orientation day to meet with an association member designee for up to 60 minutes, The Association shall identify a member who shall receive District subsidized release time to conduct Association meetings.
- C. The District shall work in collaboration with the Association to plan and implement the new member orientation and mentorship program.

Article 5 - Workday

- 5.1 The work week for employees in the bargaining unit shall consist of any seven (7) consecutive calendar days with Saturday and Sunday as the normal days off except in cases where the District deems it necessary to alter assignments. Employees will be regularly scheduled with two (2) consecutive days off each week. This would not prevent the District from assigning additional work hours as needed for activities or call-backs.

Each employee shall work on one assigned day during the week prior to the first day of school. Employees may request additional time, but the District retains sole discretion to approve or deny such requests.

- 5.2 Each employee shall receive a fifteen (15) minute break during each four (4) hour period, or major part thereof, of consecutive service with the break as close as possible, in the immediate supervisor's judgment, to the middle of the work segment. Such breaks will be controlled by the employee's immediate supervisor.
- 5.3 Each employee working 6 or more hours shall receive an unpaid uninterrupted lunch period of at least one-half hour. Such time shall be scheduled by the employee's immediate supervisor and be as near as possible to halfway through the work shift. This article shall exclude food service workers, as requested by individual employee.
- 5.4 The immediate supervisor of each building or department shall have authority to set working hours such as arrival and departure, break, lunch, personal leave and vacation days for the personnel of that building or department.

5.5 **Emergency Closure**

When schools are closed for the full day, closed early, or there is a delayed opening under conditions of emergency school closure, the District shall determine which classified employees will be required to report to work. Classified employees required to report to work shall report and work hours as directed by their supervisor.

Any classified employee not required to report to work during emergency closure time shall not suffer a loss in pay or leave. If an employee does not fulfill their contract year commitment, emergency closure time not worked will be deducted from their final paycheck.

The District may decide to make-up any and all time lost due to emergency school closure. During make-up time, all classified employees who did not report to work during the emergency closure shall work without additional compensation. Those employees who are designated and reported to work during the emergency closure will be either paid or guaranteed comp time if they are also required to work the make-up.

Twelve month employees do not typically have the opportunity to make up the lost time due to closures. In the event the District requires make up days from all employees, twelve month employees with the exception of the emergency crew members who worked the closure day(s), can either take paid leave (vacation or personal), unpaid leave, or choose to make up the time within four months of the inclement closure day(s). If the employee elects to make up the time, then the employee must come to an agreement with his/her supervisor regarding the modified work schedule. If the time is not made up within four months of the inclement closure day(s), then the District will deduct the time as unpaid leave.

If an employee can not safely reach their worksite during inclement weather, they must contact their supervisor. In lieu of using personal day leave time, vacation, or comp time, an employee may request to make the time up with their supervisor. The supervisor may approve the request for make up time, only if

work is available. The supervisor's decision to approve or deny the request is final, not appealable, and not grievable.

Article 6 - Layoff and Recall

6.1 The District shall have the right to reduce hours without resort to the provisions of this article, provided the District shall not reduce the individual's total regularly scheduled yearly work hours by more than fifteen (15) percent in any three (3) year period, with no more than seven (7) percent reduction in a given year. Furlough days will not be counted towards the fifteen (15) percent total.

The District retains the right to reduce hours for any employee or group of employees in excess of these limits but if it does, it will use the procedures set forth in this Article except in the case of a program-wide reduction.

6.2 Retraining of staff will be considered if positions are vacant at the time of separation.

6.3 Seniority shall be defined as the total length of continuous employment from the first day of actual service with the District as a regular or temporary (rehired after July 1, 2023) employee, excluding service as a substitute. For the purpose of computing seniority for the purpose of layoff, all authorized leave shall be considered as time worked, including time on the recall list. Ties will be broken by lot.

6.4 Layoff Procedure

A. For the purposes of the layoff process, classification groups are defined as follows:

Classification Group	Classification (Job Title)
a.	Food Service Food Service Mgr II Food Service Mgr I Food Service Asst
b.	Secretaries Administrative Assistant Office Manager Registrar Administrative Secretary Secretary
c.	Accounting Accountant Accounting Clerk I Accounting Clerk
d.	Instructional Personal Care Assistant Behavior Support Professional Bilingual Assistant Media Assistant Instructional Assistant Campus Monitor School Assistant

- e. **Maintenance**
Maintenance
Facility Operator
Laborer
 - f. **Property**
Courier
 - g. **Custodial**
Custodian
 - h. **Mechanical**
Mechanic
Service Mechanic
 - i. **Bus**
Transportation Development Coord.
Bus Driver Trainer
Bus Driver
Type 10 Driver
 - j. **Community**
Community Liaison
 - k. **Data**
District-Level Data Coordinator
 - l. **Technology**
Technology Support Specialist
- B. Classifications are identified by the job title (see above).
- C. In conducting a layoff under this article, the District shall first determine the positions in program(s) or area(s) scheduled for reduction or elimination.
- D. Employee(s) to be laid off within the job classification(s) shall be determined by seniority, unless the District determines a less senior employee has greater job performance or skills than a more senior employee within the same job classification. If the District decides to retain a less senior employee within a job classification, it must demonstrate greater job performance as documented in the employee(s)' personnel file (limited to within the prior three school years) or the operational needs for the special occupation skills as performed within position. No regular employee will be laid off within a job classification(s) until all probationary and temporary employees in such job title(s) have been terminated. An employee may appeal to the Superintendent if he or she believes a "bump" should occur in accordance with the criteria set forth in this paragraph.
- 6.5 Recall Procedure**
- A. Employees will be recalled in inverse order of layoff for the same or lower classification positions in the same classification group provided they are qualified for the position. Employees shall remain eligible for recall or restoration of hours for up to twenty-seven (27) months.
 - B. Employees who are on the layoff list and who are eligible for recall will be notified of the open

position by certified mail, return receipt sent to the last address given by the employee to the District office. The employee will have fourteen (14) calendar days from the receipt of such notice to notify the District of his/her intention to return on the date specified by the District. Employees failing to accept the position or hour increase shall be considered to have waived the right to recall and will be deemed to have resigned from District employment. However, employees may elect to decline, without penalty, recall to any position which provides less than eighty (80) percent of the individual's total regularly scheduled yearly work hours at time of layoff. Employees accepting a lower classification position remain on the recall list for up to twenty-seven (27) months or until such time as a position in their former classification becomes available whichever comes first. If an employee does accept such a position, the employee shall not forfeit the right to openings in his/her former classification for the period of recall.

- C. When an employee is recalled, he/she shall be placed on the salary step held prior to layoff. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the return to active employment provided those benefits are still in effect.
- D. Employees who are laid off shall have the option to continue insurance programs at their own expense in accordance with the underwriter's rules.
- E. No new employees will be hired into classifications from which employees are laid off and for which they remain qualified and eligible for recall.
- F. Upon recall, an employee must work one-half (1/2) or more of the employee's regular work year in order to advance one (1) step on the salary schedule.

Article 7 - Job Posting & Vacancies

7.1 Lateral Transfers

- A. The District personnel office will keep an in-District placement file for each employee where the staff will be encouraged to submit information regarding preferences in in-District placement. This file can list reasons an employee would want to be transferred from the current assignment and can be updated by the employee. Employees can update this file at any time during the year.
- B. Requests by a bargaining unit member to transfer to a different building shall be made in writing to the District personnel office. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's qualifications. The District shall duly consider the employee's seniority date in consideration of the lateral transfer request. To the extent possible, the employee requests for transfer will be considered when positions are being assigned. The District may approve or disapprove the request.
- C. Two (2) employees may mutually request to exchange jobs within the same classification. The District may approve or disapprove the request.

7.2 Vacancies

- A. The District will post all regular and temporary classified vacancies known to extend beyond forty-five (45) consecutive calendar days, unless approved by the association not to post due to extenuating circumstances. The District will review all eligible transfer requests prior to posting. Vacancies will be posted for five (5) working days prior to the closing of the position. Posting will include qualifications necessary for each position.

Summer positions will be posted internally for five (5) working days prior to posting the vacancy to District substitutes and non-District employees. Preference will be given to internal candidates.

- B. During the school year, postings shall be placed on the District's website, and email sent to Association officers. The Association shall provide the District with a current list of Association officers for this purpose. During the summer, postings shall occur only at the District office.
- C. During the school year, Association officers will be notified when vacancies are filled and postings for these vacancies can be removed. Association officers will be notified when/if the postings are withdrawn by the district.

- 7.3 For opportunities into a position in a higher classification or for an increase in work hours, a bargaining unit member who applies for a regular job opening in the bargaining unit shall be considered along with all other candidates for the position. All qualified, as determined by the District, currently employed applicants will be interviewed. All persons interviewed will receive notification of the outcome of the interview. The District will hire from the list of applicants the individual believed to be best suited for the position. If two or more District employees apply for the job opening and both are considered the best candidates for the position, the most senior one shall be selected. The District agrees to provide the names of association members interviewees and whether the seniority tie breaker was used in a particular circumstance, upon request.

7.4 **Promotions**

Employees promoted into a higher classification shall serve a probationary period not to exceed thirty (30) working days. A “higher classification” means a classification which has a higher first step rate of pay. The Association recognizes the right of the District to demote an employee on probationary status to his/her previous position if the work performance fails to meet required work standards.

7.5 **Training**

Training will be outlined by Department Directors and emailed to eligible staff.

Article 8 - Reclassification of Employees

8.1 Reclassification definition

- A. When an employee believes that the duties and/or responsibilities that he/she is assigned by his/her supervisor to perform are rightfully the duties and/or responsibilities of a job in a higher paying classification, he/she may submit a request for reclassification.

8.2 Committee

- A. A reclassification committee shall consist of five positions as follows:
 - 1. The superintendent or designee;
 - 2. The immediate supervisor of the person requesting reclassification;
 - 3. A classified employee in the same classification as the petitioner, but at a different site if possible;
 - 4. A classified employee in the classification to which the petitioner wishes to move, but at a different site if possible;
 - 5. A classified employee in neither of these classifications, at a different site.
- B. The classified employees identified in A3 and A4 above shall be appointed by the Association president or his/her designee, based on qualifications.
- C. The classified employee identified in A5 above shall be drawn by lot of the Association president or his/her designee.
- D. The superintendent or designee shall be the committee chairman.

8.3 Meetings

- A. Meetings of the committee shall occur in November and February of each year provided that at least one person has requested a reclassification by the deadline of the 15th of the month prior to the committee meetings.
- B. As petitions are received by the superintendent or designee, the Association president shall be notified. The superintendent or designee and the Association president shall prepare for the next scheduled meeting by selecting and notifying committee members and setting the dates and times for hearings.
- C. Hearings shall be held outside of the work hours of the classified employees unless appropriate leave is taken.
- D. All hearings shall be held at the District office unless another site is agreed upon by the entire committee.

8.4 **Meetings Procedures**

- A. At the hearing the petitioner may submit written documents, call witnesses or presents other evidence to support his/her case. The petitioner shall have a maximum of 15 minutes to give explanation and/or evidence.
- B. Any member of the committee may ask questions of the petitioner at any time during the hearing.
- C. The superintendent or designee shall give the committee members and the petitioner copies of the appropriate position descriptions for use during the hearing.
- D. Following the petitioner's presentation, the committee shall deliberate to conclusion, attempting to reach consensus of all committee members on a decision to approve or deny the reclass request. If consensus to approve the reclass request is not reached by all committee members, the reclass will not be granted. A reclassification request shall not be denied for arbitrary and/or capricious reasons.
- E. The superintendent or designee shall notify the petitioner of the decision in writing within two (2) working days of the decision.

8.5 **Placement**

- A. If the petitioner is to be placed in a higher paying classification, placement shall occur in the new classification at the same level on the salary schedule as in the previous classification and shall begin on the first day of the next month after reclassification has been approved.

Article 9 - Personnel Records

- 9.1 The personnel records of any employee in the bargaining unit shall not have any information of a critical nature that does not bear the 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 has refused to sign or initial such material. An employee shall have the right to attach a written statement of rebuttal to any material he/she believes to be incorrect or derogatory. If a document is not placed in the personnel file within five (5) years from the creation of the document, the District will not introduce the document in any disciplinary proceeding.
- 9.2 Employees' personnel records shall be available for inspection upon request. Employees will make an appointment with the personnel office to inspect the employee's file.
- An employee may request letters of caution, consultation, warning, admonishment and reprimand be removed and destroyed, at the discretion of the District.
- 9.3 Personnel records may include commendations and records of courses taken and other training.
- 9.4 Personnel files are to be shown only to the employee's immediate supervisor, Human Resource Director, Assistant Superintendent, Board, Superintendent, District representative, persons demonstrating a legitimate legal right to access specific records or persons designated in writing by the employee, as per Board Policy GBL.
- 9.5 The District will secure building level working files in a supervisor's office.

Article 10 - Holidays & Vacations

10.1 Paid holidays shall be:

Memorial Day	President's Day
Juneteenth	Thanksgiving Day
Independence Day	Day following Thanksgiving
Labor Day	Christmas Day
Veterans' Day	New Year's Day
M.L.K. Jr. Day	

10.2 Holiday pay shall be paid to an employee who is regularly scheduled to work the day prior to the holiday or the day after the holiday. If a holiday falls on a weekend day, the District shall designate either the Friday prior to the holiday or the Monday after the holiday as the paid holiday. Notwithstanding the above, no less than eight (8) paid holidays will be granted for 9-, 10-, and 11-month employees, and no less than ten (10) paid holidays will be granted for 12-month employees.

10.3 Vacation time earned by employees working twelve (12) full months in the bargaining unit shall be granted as indicated:

- A. 1/2 day vacation per full month worked during the first year of employment.
- B. 1 day vacation per full month worked during years 2 through 9 of continuous employment.
- C. 1-1/2 days' vacation per full month worked during the tenth and ensuing years of continuous employment.
- D. The term "full month" is interpreted as follows:

For employment purposes a full month is one that begins on the first working day of the month and continues through all that month. New employees beginning on the second working day of the month or thereafter would not get credit for that month since those cases would not constitute a "full month".

10.4 Vacation shall be scheduled with the approval of the supervisor.

10.5 All 12-month classified employees may use accumulated vacation time during the year in which the vacation time is earned and approved by the immediate supervisor.

10.6 Prior administrative approval shall allow 12-month employees to accumulate vacation time. One and one-half (1.5) times the amount of vacation hours earned in a previous fiscal year may be carried over to a new fiscal year.

10.7 Employees who work twelve (12) full months and who are on duty on December 24 and/or December 31 shall work one-half the shift with full pay on that day as prearranged with the supervisor.

10.8 Paid Leave (Sick Leave, Personal Leave, and Vacation) and/or holidays shall not be considered "hours worked" for purposes of calculating overtime.

Article 11 - Sick Leave

11.1 All employees who are assigned on a regular basis during the school year shall have ten (10) days of sick leave, or one (1) day of sick leave per month, whichever is greater, front-loaded at the beginning of the school year. Sick leave may be used for purposes identified in Oregon Sick Time Law and other applicable State and Federal law.

11.2 Sick leave shall be unlimited in accumulation for continuous employment. Should an employee be terminated before ten (10) months of employment and more sick leave days than accumulated at the set rate have been used, appropriate prorated deductions will be made from the final paycheck.

11.3 For absences of five (5) or more consecutive days, the District may require a letter from the employee's attending physician indicating that illness or injury prevented the employee from working.

11.4 Employees may take up to seventy-five (75) days' sick leave accumulated in other Oregon Districts after the employee has completed thirty (30) working days in the Lebanon Community School District. The accumulation shall not exceed that carried by the most recent employing District.

11.5 In cases of serious illness, the District may request a medical report to determine an employee's physical fitness to resume full duties.

11.6 Classified employees who do not use sick leave during the year will be entitled to one (1) extra personal leave day the following year. The employee will notify payroll by June 30th of each year if they have donated to the sick leave bank and have not used any other sick leave.

11.7 Sick Leave Donations to Sick Leave Bank

A. DONATIONS: The sick leave bank shall be open to all members of the bargaining unit who voluntarily donate sick leave to the bank pursuant to the conditions of this article.

1. New employees interested in participating must contribute within 30 (thirty) calendar days of their first date of service.
2. To begin membership in the sick leave bank the employee initially contributes one (1) day of his/her accumulated sick leave or personal leave day to a common sick leave bank.
3. Contributions are irrevocable.
4. Employees remain members until the bank falls below the four hundred (400) hours minimum.
5. When the bank falls below the minimum, the District and association may mutually agree to open the sick leave bank. If it is reopened, employees wanting to continue to be a member will be given the opportunity to again contribute one (1) day of his/her sick leave or if the employee has no sick leave, then the employee may contribute one (1) personal leave day, to the sick leave bank.
6. Only employees who have contributed days to the bank may apply for days from the bank.
7. Participation in the bank shall be voluntary.
8. Employees who have not participated previously shall be permitted to contribute during the month of September.

- B. Qualifying for Sick Leave Donations from the Sick Leave Bank
1. Sick leave donations can be requested by a bargaining unit member due to a serious illness or injury of the bargaining unit member.
 2. Serious illness or injury for purposes of this provision is defined as an illness or injury which, in the opinion of a medical doctor, requires hospitalization or ongoing medical treatment for a period that exceeds the employee's available accumulated sick leave.
 3. Bargaining unit members shall only be eligible for use of sick leave bank hours after they have exhausted all their available sick leave and other paid leaves.
- C. REQUESTS: After depleting accumulated sick leave and other paid leaves and obtaining a doctor's statement certifying an illness or injury of the member that prevents the member from performing the duties of his/her job, a member may request days from the sick leave bank.
1. A committee composed of at least one member appointed by the District and one member appointed by the President of the Association will review the request.
 2. The committee will make a recommendation regarding the request and the number of days.
 3. Approval of the request is at the discretion of the District, after the District has reviewed the committee recommendation, and if:
 - a. District records show that the member has exhausted his/her accumulated sick leave and has an additional five (5) consecutive unpaid workdays;
 - (1) The member may appeal to the Superintendent to waive the five (5) consecutive unpaid workday's requirement.
 - b. The member is not eligible for lost time compensation under Workers' Compensation, or under PERS disability.
 - c. The member is a contributing member to the sick leave bank; and
 - d. There are sufficient days in the sick leave bank to cover the request.
- D. If the request is denied, the member shall be informed in writing as to the reason for denial. The actions of the committee are final and binding and shall not be subject to any further appeal through the grievance procedure or otherwise. Access to the sick leave bank is limited to thirty (30) work days. The sick leave bank may be accessed once every three (3) years.
- E. The District shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank, which shall not be greater than six hundred (600) hours per school year. These records shall be available at all times for review by the committee members and by the Association. Annually, the District shall notify the Association in writing of the accumulated days and days charged to the bank that year.
- F. Membership shall be terminated by written request of the member or by the end of employment with the District. All previously donated days shall remain in the bank.

Article 12 - Other Paid Leaves

12.1 Bereavement

All employees who are assigned on a regular basis during the school year, shall be eligible for five (5) days' leave per occurrence due to mental anguish caused by the death of a husband, wife, son, daughter, mother, father, sister, brother, grandparents, grandchildren, uncle, aunt, nephew, niece, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, domestic partner, domestic partner's mother, domestic partner's father, domestic partner's children, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter or a member of the family living in the household to enable the employees to be near members of the immediate family during such emergency.

Employees shall be able to access OFLA for bereavement , if necessary, and fit within OFLA guidelines.

In the event of extreme crisis situations, this leave may be extended by the Superintendent. Days extended over the five (5) granted shall be subtracted from the employee's vacation time or sick leave at the employee's discretion.

Leave granted under this section shall run concurrently with any granted OFLA bereavement leave.

12.2 Personal Leave

Each employee who works at least a regular student attendance school year shall receive a total of three (3) days personal leave on a prorated basis. Leaves are noncumulative and must be taken within the fiscal year it is earned. Such leaves must be verified in writing and scheduled in advance through the immediate supervisor unless an emergency is such that advanced scheduling is not practical. Personal leave may not be used in lieu of sick leave, as defined in Article 10, unless the employee's sick leave has been exhausted.

1. The immediate supervisor shall have the authority to control the number of classified members in excess of ten percent (10%) of the classified employees per site (rounded to the nearest whole number) or one (1) classified staff member to be granted leave for any one day per site, whichever is greater.
2. This leave must be taken in no less than fifteen (15) minute increments of time.
3. Such leaves must be verified in writing and scheduled in advance through the immediate supervisor unless an emergency is such that advanced scheduling is not practical.

12.3 Jury Duty

If released from jury duty, the employee shall return to work for the rest of the shift. Proof of jury service shall be submitted to the immediate supervisor.

12.4 **Legal Leave**

Necessary leave time will be granted for any legal proceeding connected with the employee's employment with the school system, if the employee is required by law to attend. Any compensation received shall be subtracted from the employee's salary, excepting money for mileage and expenses. However, such leave shall be without pay if the employee is:

- A. Involved as a litigant or appearing as a party in interest to the proceeding; or
- B. Appearing as a representative of the Association; or
- C. Appearing on behalf of an action being taken against the District.

12.5 **Strawberry Festival Leave**

All employees who are assigned on a regular basis during the school year, shall be eligible for Friday Strawberry Festival Leave with pay once students have left the building (approximately 12:30 pm). Employees not taking this option shall not be paid extra should they continue to work. Bus drivers will still be responsible to transport students.

Article 13 - Unpaid Leaves of Absence

- 13.1 Upon prior application and approval of the Superintendent or designee, a leave of absence of more than ninety (90) consecutive workdays up to one (1) year without pay may be granted to an employee.
- 13.2 Benefits to which an employee was entitled at the time his/her leave of absence commenced, including seniority, unused accumulated sick leave, and position on the salary schedule shall be restored to him/her upon return. Upon return from such leave, the employee shall be placed at the same position on the salary schedule which the employee held at the time said leave commenced unless the employee has completed two-thirds of the current school year in which case the employee would advance on the salary schedule.
- 13.3 All requests for leaves shall be in writing. The decision regarding leave requests shall be in writing.
- 13.4 Leaves of absence without pay from one (1) to ninety (90) consecutive workday's may be granted upon prior application and approval for good reason as determined by the HR Director or designee.
- Emergency leaves of absence without pay may be granted for good reason as solely determined by the HR Director or designee. The Employees must make a verbal request, as soon as possible followed by a written request within seventy-two (72) hours of initiating emergency unpaid leaves of absence. The HR Director or designee's decision regarding whether the employee has good cause for the leave will not be subject to the grievance procedure. Subject to the terms of this Agreement, leaves of absence that do not receive subsequent approval by the HR Director or designee will be subject to disciplinary action.
- 13.5 An employee on an approved leave of absence shall be returned to the same or similar position he/she left at the time of the approved leave. The employee shall notify the District at least one (1) month in advance of his/her intent to return to work after a leave of absence if the leave is three (3) months or more. If the leave is less than three (3) months, a five (5) day notice shall be required.
- 13.6 Employees are required to monitor their use of sick leave and personal leave to ensure it is available all year. Subject to state and federal law, requests for unpaid leave for overuse of sick leave and personal leave may or may not be granted and are subject to disciplinary action up to and including dismissal.

Article 14 - Association Dues & Fair Share

- 14.1 The District agrees to deduct the payment of dues from the wages of each employee who is a LESPA member. Authorization for payroll deductions shall be provided by the Association.

Article 15 - Grievance Procedures

15.1 Definitions

- A. A grievance for the purpose of the Agreement is defined as a complaint by an employee or a group of employees that there has been to him/her (or them) a violation of equitable application of any provisions of the contract resulting in personal injury or loss to the individual or individuals.
- B. “Grievant” is the person or persons who has (have) the grievance and is (are) presenting the complaint, also referred to as the complainant.
- C. The “party in interest” is either the person or persons making the complaint or the person or persons against whom the complaint is made.
- D. “Representative” is the one who may speak for and/or advise a party in interest.
- E. “Immediate supervisor” is the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance as stated in Board policy.
- F. “Binding arbitration” is a decision by an arbitrator which requires compliance by both parties in interest.
- G. “Days” - the term “days” when used in this article shall, except where otherwise indicated, mean the grievant’s working days.
- H. “Persons officially involved” means the Superintendent, his representative, the grievant, his representative and witnesses.
- I. “Association” - any organization representing the classified personnel which has been elected by a majority vote of the employees.

15.2 Procedures

- A. These procedures should be processed as rapidly as possible with the number of days indicated for settlement or appeal at each level considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedure.
- B. All parties in interest have a right to representatives of their own choosing at each level of these grievance procedures, except arbitration.
- C. Pursuant to statute, there shall be no restraint, interference, discrimination or reprisal exerted on any employee choosing to use these procedures for resolution of grievances.
- D. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- E. The form for processing grievances is contained in Appendix B. The grievant may write his/her grievance in narration form, as long as the grievance meets all the requirements of this article.

- F. All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties.
- G. Each grievance shall be initiated within twelve (12) days after the occurrence of the cause for the complaint; however, if the grievant did not become aware of the occurrence until a later date, then he/she must initiate grievance action as per 14.3 within the twelve (12) days following first knowledge of the cause; in failing to thus initiate action, he/she may be considered to have no reasonable grievance. Upon mutual agreement the time lines for initiation of a grievance may be extended to a specified date.
- H. Financial responsibility: each party shall pay any and all costs incurred by said party. Arbitration costs of the third party shall be borne equally by both parties.

LEVELS OF GRIEVANCE

Level One - Supervisor

- 15.3 Following consultation with the Association grievance representative, the grievant, with the objective of resolving the matter informally, will discuss the alleged grievance with his/her principal or immediate supervisor in the presence of the Association grievance representative. The grievant shall state to the administration that the discussion is a grievance at level one.
- 15.4 The supervisor shall have five (5) days following the close of the Level One grievance discussion to render a written response.

Level Two-District

- 15.5 If the grievant is not satisfied with the response at Level One, a written grievance may be filed with the HR Director or designee within five (5) days of receipt of the written decision at Level One. This grievance shall set forth the contract provision(s) allegedly violated and the reasons the grievant finds the decision at Level One unacceptable.
- 15.6 Within ten (10) days of receipt of the written grievance, the Superintendent and/or HR Director or designee shall schedule a meeting with the grievant to discuss the grievance. Written notice of the time and place for the meeting must be provided at least five (5) days prior to the meeting.
- 15.7 Attendance at the meeting shall be limited to persons officially involved. Either the grievant or the District may elect to call witnesses to appear individually at the meeting.
- 15.8 Within five (5) days of the Level Two meeting, the Superintendent or HR Director or designee shall render the District's Level Two written decision which shall include supporting reasons.

Level Three - Arbitration

- 15.9 If the grievant is not satisfied with the District's decision, the Association may submit the grievance to arbitration under the following conditions:
 - A. All steps provided for in the grievance procedure must first be exhausted by both parties.
 - B. The issue must involve the interpretation, violation or application of a specific provision of this Agreement.

- C. Written notice of a request for arbitration must be filed with the Superintendent within ten (10) days of receipt of the answer from the last step of the grievance procedure.
- 15.10 When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) workdays of the appeal, jointly request the Employment Relations Board to submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth (5th) remaining name shall act as the arbitrator. The parties shall be bound by the rules of the American Arbitration Association.
- 15.11 The arbitrator so elected shall confer with the representatives of the Board and the Association and 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 of final statements and proofs on the issues submitted to him/her. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement. Nor shall the arbitrator add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties within the scope of the arbitrator's authority.
- 15.12 The Board and the Association will share equally any joint costs of the arbitration procedures, such as the fee and expense of the arbitrator and the cost of the hearing room.

Article 16 - Evaluation

- 16.1 The immediate supervisor will evaluate all probationary classified employees at least once during their probationary period. Probationary employees may be terminated pursuant to Article 17.2 regardless of the number of evaluations given to the employee. All evaluations will be in writing and on District approved forms.
- 16.2 A yearly evaluation of all classified employees will be completed by the immediate supervisor by June 30.
- 16.3 When a plan of assistance is needed for a non-probationary employee, due to a serious job related problem, the following procedures shall be followed:
- A. Notice of the problem shall be communicated orally and in writing to the employee in a conference between the employee and the supervisor. The employee may request a representative of the local bargaining unit be present.
 - B. At least thirty (30) calendar day plan of assistance shall be developed, reviewed and signed by the two (2) parties mentioned in "A".
 - C. At the end of the plan, if the problem has not been corrected or a significant improvement has not been made, the decision on whether or not the employee will continue with the District shall be made by the administration.
- 16.4 The District will ask for input on the classified evaluation process from Association members every two years. A team will meet in spring the year prior to any changes being made. The District will implement changes and notify Association members prior to the beginning of a school year.

Article 17 - Discipline and Dismissal

- 17.1 No regular employee shall be disciplined or dismissed by the District except with just cause and due process. Just cause and due process in this Agreement mean:
- A. The employee is given forewarning or foreknowledge of the possible or probable disciplinary consequences for his/her conduct. Certain offenses, including but not limited to insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of the property of the company or of fellow employees, are so serious that any employee may properly be expected to know already that such conduct is offensive and punishable.
 - B. There will be an investigation conducted fairly and objectively of the charges before any discipline is administered.
 - C. The District's rule is directly related to the operation of the District.
 - D. The District, before administering discipline to an employee, will make an effort to discover whether the employee did in fact violate or disobey a rule or order of the District.
 - E. The investigation will provide substantial evidence or proof that an employee is guilty as charged.
 - F. The penalty will be reasonably related to the seriousness of the offense and the record of the employee in his/her service with the District.
 - G. Has the District applied its rules, orders, and penalties evenhandedly and without discrimination to all employees.
- 17.2 A probationary employee may be terminated by the District for any reason deemed appropriate by the administration.
- 17.3 For the purposes of this Article, discipline shall be defined as a verbal reprimand, written reprimand, unpaid suspension, or salary reduction. Discipline shall specifically exclude evaluations, transfers, work directives, or complaints.
- 17.4 **Drug-Free Workplace**
- A. Employees are prohibited from reporting to work with testable levels of alcohol or illegal drugs in their system. Any individual testing positive for illegal drugs and/or alcohol, in accordance with this agreement, may be evaluated by a substance abuse professional (SAP). The decision for evaluation by a SAP and/or the inclusion of the information from such evaluation rests entirely with the District and cannot be grieved by the Association.
 - B. Transportation personnel shall be subject to the District's Board Policy GBEDA and any accompanying Administrative Regulations.
 - C. There will be no random alcohol or drug testing of non-transportation employees. The District may require a non-transportation employee to be tested for alcohol and/or drugs only if the employee is reasonably suspected to be under the influence of alcohol and/or illegal drugs by an administrator or a supervisor.

- D. The District will provide training to include physical, behavioral, speech, and performance indicators of probable drug and alcohol misuse. Lack of training by an administrator or supervisor shall not prevent them from requiring an employee to take a drug and alcohol test based on “reasonable suspicion” as per District policy. Nor shall such lack of training undermine cause for dismissal according to Section F of this document/article.
- E. For purpose of drug testing, the urine specimen shall be collected by specimen collector trained in the use of the Department of Transportation’s Urine Specimen Collection Guidelines. District protocol shall require the use of split specimen drug testing procedures and, to the extent reasonable, the protection of individual privacy.
- F. Violation of District drug and alcohol policies does constitute cause for immediate dismissal. Determination of whether to proceed with dismissal shall rest solely with the District.

Article 18 - Complaint Procedure

18.1 When a written complaint regarding the performance of an employee is made to an administrator and the District chooses to investigate the complaint, the substance of the complaint shall be discussed with the employee within ten (10) working days. The employee has the right to representation at all discussions with the administrator.

If either of the parties are unavailable, the ten (10) working days shall begin upon the availability of both parties.

Complaints will be processed as described in Board Policies GBM, GBN/JBA-AR, GBNA, KL, and KL-AR.

18.2 During the discussion of the complaint, the employee will be presented with the written complaint, signed by the administrator or complainant. The complaint shall include the name of the person(s) making the complaint and all other available information, including the nature of the complaint and the requested remedy, if any-

18.3 Any complaint which the administration chooses not to discuss with the employee or which is not discussed within the required time shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the District.

18.4 This article does not apply to reports or allegations of sexual harassment, criminal behavior, or child abuse, except that under such circumstances the employee shall have the right to representation at all discussions with the employer-

Article 19 - Compensation

19.1

- A. The restructured salary schedule for the 2023-2025 shall be as in Appendix A-1. The ESP salary schedule has been restructured to collapse the 2022-23 thirty-five (35) steps salary schedule to eight (8) steps. The following table describes the step ESP members will be placed based on their 2022-23 step.

23-24 New Step	1	2	3	4	5	6	7	8
22-23 Steps	1-2	3-4	5-6	7-8	9-10	11-14	15-24	25-35

The 2023-24 revamped salary schedule includes an additional six and three quarters percent (6.75%) increase in salary.

The salary schedule will increase an additional-two and half percent (2.5%) for the 2024-25 school year. All employees shall advance on any applicable step, level or increment during the 2024-25 year.

Longevity District Stipend for 2024-2025 school year awarded in June if the work year is completed:

26+ years with uninterrupted employment with LCSD =\$1,250

- B. Eligible employees, who have completed five (5) full months of employment prior to July 1, will receive an experience step advancement during this Agreement, as described in the salary schedule (Appendix A-1).
- C. The District will provide to each member of the bargaining unit a copy of the new salary schedule as soon as practicable.

19.2

- A. During the term of this Agreement, the District will participate in the public employee retirement plans as required in ORS 238 and 238A.
- B. The District shall “pick-up” the six (6) percent employee contribution required by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions/payments “picked-up” pursuant to this Section (B2) shall be considered as “salary” within the meaning of ORS 238.005 (20) and ORS 238A.005 (16)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member’s “final average salary” within the meaning of ORS 238.005 (8) and ORS 238A.130. Any amount picked up shall be considered to be employee contributions for all purposes under Chapter 238 and Chapter 238A. Pursuant to ORS 238A.335 (2) (a), the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.
- C. In the event that during the life of this Agreement it becomes impossible for reasons of law,

regulation or decisions of the courts for the District to make contributions/payments to PERS/OPSRP on behalf of employees as described in Section 18.2(B), above, then the parties shall reopen negotiations over the invalid words or sections as per ORS 243.702.

19.3

- A. All new employees to the District shall be placed no higher than the fifth step of each classification. The Superintendent or designee, in his/her sole discretion, may grant exceptions to this rule.
- B. An employee hired into a higher classification shall be accomplished by moving the employee affected to the comparable salary level in the new salary range which provides a salary at least three (3) percent higher than he/she was receiving prior to the change or to the established beginning level on the new salary range, whichever is greater.
- C. With approval of their supervisor, employees may substitute into positions in the same or lower classification at the employee's current rate for all hours in which he/she is assigned in the same or lower classification.

19.4

- A. Only one substitute per shift may be granted by the District per vacant position or absent employee. The District has the discretion to determine the length of time for substituting in a higher classification.
- B. If the employee substitutes in a higher classification, for a full shift or more, then he/she shall receive pay as if promoted to that position.
- C. With approval of their supervisor, employees may substitute into positions in the same or lower classification at the employee's current rate for all hours in which he/she is assigned in the same or lower classification.
- D. Summer workers (this definition precludes staff who are staffing summer school programs), who are selected, shall be paid at step 1 of laborer wage rate in Appendix A. The District may designate a lead worker for the summer crew, who shall be paid at step 2 of laborer rate in Appendix A.
- E. Retirees from the Lebanon Community School District, if retired on Step 3 or higher, will be paid at Step 3 when subbing in the job classification from which they retired.

19.5 Reimbursement for approved out-of-pocket expenses shall be remitted within thirty-five (35) days of the employee's written request for reimbursement. Employees are prohibited from receiving personal credit card incentives (cash back, airline miles, points toward purchases, etc.) for reimbursable District purchases.

19.6 Employees may request a pay draw from the District as per District Policy.

19.7 Regular, insurance qualifying, classified employees shall receive twelve (12) monthly paychecks. Regular employees in positions which do not qualify for insurance, will receive ten (10) monthly paychecks. Employees hired into a temporary position will receive averaged pay (paychecks) for the number of months scheduled to work(ed). If the position qualifies for insurance benefits, the benefits will be provided for the same number of months worked.

19.8 A newly hired employee who has not completed four (4) full months of employment by July 1, shall be awarded any appropriate level increase the following July 1.

19.9

- A. Overtime shall be paid in accordance with ORS 653.268 and 653.269. Classified employees working at the request of their supervisor in excess of forty (40) hours in one week will be compensated at the rate of time and one-half for all such time. Except for emergency situations, all overtime will be with prior supervisor approval only. Unauthorized overtime in non-emergency situations may be subject to disciplinary action.
- B. Except for emergencies or short notice, the employee and the supervisor should mutually determine if compensation is to be in the form of additional salary or compensatory time. If the employee and the supervisor do not mutually agree to compensatory time, then the overtime compensation will be in the form of salary. Compensatory time off will be taken at times mutually agreed to by the employee and supervisor and generally at times when it is least disruptive to the operation of the District.
- C. If budgeted funds are not available, overtime will be allowed as compensatory time at not less than time and one-half.
- D. All compensatory time must be used by June 30 of the fiscal year in which it is earned. Any compensation time remaining on June 30 will be paid at the employee's regular rate.

District-wide Lead Mechanic

19.10 A one (\$1) dollar per hour differential will be paid to the District wide lead mechanic designated by the District to perform District wide lead duties.

On-Call Facilitator

19.11 A fifty (\$50) dollar weekly stipend will be paid for any facility employee working as lead, on a rotating basis, as designated by the Director of Facilities.

Callbacks

19.12 Employees called back to work after the completion of their regular shift who have left the work site shall be paid pursuant to Appendix A at a minimum of 2 hours of pay. This section is effective as of the date of ratification of this Agreement.

19.13 Vehicles

- A. An employee required by the District to use his/her own vehicle for District business during regular work hours will be reimbursed at the District approved rate. This includes inter and intra-District assigned visits to worksites not normally part of an employee's regular work schedule. Upon request, classified employees will be granted a gas card in lieu of standard reimbursement with proper documentation of mileage.
- B. If the automobile of a bargaining unit member is vandalized while on District property and the member is partially reimbursed as the result of an insurance claim paid by his/her own insurance company, then the District will pay the deductible, if any, up to two hundred fifty (\$250) dollars per incident. The bargaining unit member must provide proof of an insurance claim, deductible amount and proof of repair in order for the member to receive two hundred fifty (\$250) dollars.

19.14 Educational Attainment

- A. Any bargaining unit member who has earned or earns a minimum of an Associate's degree or

Certificate not already required as a condition of employment and pertains to the employee's current assignment, upon verification and approval by the HR Director or designee, shall receive a wage differential of one (\$1) dollar per hour over the wage rate specified in Appendix A of the contract.

- B. Any bargaining unit member who has earned or earns a minimum of an Associate's degree not already required as a condition of employment and does not pertain to the employee's current assignment, upon verification and approval by the HR Director or designee, shall receive a wage differential of fifty cents (\$.50) per hour over the wage rate specified in Appendix A of the contract.

19.15 **Instructional Assistant/Media Assistant Professional**

A bargaining unit member shall petition the District to move from an Instructional Assistant or Media Assistant to an Instructional Assistant Professional or Media Assistant Professional. Criteria will be based on principal recommendation, attendance, leadership, evaluation, classroom effectiveness, and experience. Approved professional development will be required. The employee will stay at their current step but move to the personal care assistant hourly rate.

19.16 **Behavior Differential**

Any bargaining unit member is assigned to work with a student that places the bargaining unit member at imminent risk of serious bodily injury as a result of a student's behavior, as defined in OAR 581-021-0550(8), and as determined by the bargaining unit member's supervisor or Special Education Director, shall be entitled to a differential of \$1.00/hr. This applies in situations involving student behavior of students with or without disabilities. This differential will be reviewed every 30 days for continuance of the additional pay.

19.17 **NEA Micro-credentials:**

A micro-credential is a competency-based recognition that allows an educator to demonstrate mastery in a particular area of inquiry. Micro-credentials can either be used for compensation or credit hours toward Instructional Assistant/Media Assistant Professional positions but not both. Any ESP employee who chooses to be compensated for a micro-credential shall receive \$225 per micro-credential.

A bargaining unit member must receive prior approval from Human Resources to receive compensation for the class. The District shall approve all career related micro-credential requests. A bargaining unit member must receive prior approval from Human Resources to receive compensation for the class. There is a limit of four (4) micro-credentials per school year to be compensated for.

All completed micro-credential(s) documentation shall be turned in to Human Resources by May 15th of each year, to be processed in the June payroll.

Article 20 - Insurance Benefits

20.1

- A. Effective on the insurance anniversary date, the District will contribute the amount per month as indicated below for each full time bargaining unit member towards insurance premiums that include medical, dental, vision, and may include long term disability (LTD) and life insurance plans.

2023-24 The District will contribute up to \$1,440 per month towards the employee's insurance premium.

2024-25 The District will contribute up to \$1,490 per month towards the employee's insurance premium.

Employees working an average of more than six (6) hours per day (.75 Full Time Equivalency B FTE) will be eligible for the full District contribution per month. Employees working an average of between four (4) and six (6) hours per day (.50 FTE and .75 FTE) will be eligible for up to seventy-five (75 percent of the District contribution per month. Employees working an average of less than four (4) hours per day (.5 FTE) are not eligible for the checks in this article.

It is understood and agreed that any employee eligible for insurance coverage under any plan offered by OEBC, but who does not meet the requirement for eligibility under this contract, will not be eligible to receive any District contribution. Benefit program(s) will be provided only in accordance with the underwriting rules and regulations set forth by the carrier(s) in the policy/policies retained by the policyholder.

Married couples or registered domestic partners who are both Classified employees of the District may choose to have their spouse decline his/her plan(s) and have their District insurance contribution monies applied toward the "out-of-pocket" premium for the other spouse. Effective October, 2019, married couples or domestic partners who are both employed by the District or another OEBC/PEBC employer may not both be covered, pursuant to Oregon law.

- 20.2 In the event the amount paid by the District toward the premiums of health insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction through a Section 125 program.

20.3 **Oregon Educators Benefit Board (OEBC)**

The District will not be responsible for any costs associated with the insurance programs(s) beyond the negotiated contribution.

If there is a substantial change in plan design by the OEBC the parties will enter into interim negotiations pursuant to ORS 243.702.

20.4 **Declination of Benefits**

Subject to state law and the rules and regulations of the insurance carrier, bargaining unit members may decline benefits the employee would otherwise be entitled to in accordance with this Article. Members who decline insurance benefits in a timely manner will not have any employee contribution towards insurance withheld from their paychecks for the duration of the declination period.

20.5 **Health Reimbursement Account (HRA) VEBA Medical Reimbursement Plan for Public Employees**

- A. Employer contribution in lieu of medical insurance.

Employees who can provide evidence of other group medical insurance plan participation, may elect to opt-out of District offered medical insurance plans and receive 50% of the unused contribution cap into HRA or a HRA-VEBA plan that allows access prior to retirement/separation from the District beginning in the 2021-22 school year, equivalent to what is negotiated between successor agreement. (Specific language to be modified based on final program information.)

- B. Retirees will not be eligible for participation in the HRA VEBA option.

20.6 **Paid Family Medical Leave Insurance (PFMLI)**

The District will pay the employer's contribution and will deduct the employee's contribution from each employee's paycheck under PFMLI in amounts prescribed by the Oregon Employment Department. The District's coverage will match the state coverage under an equivalent plan. Such leave will be taken concurrently with any qualifying leave under OFLA/FMLA. Employees will have the option to use any other paid leave available to make up the difference in pay between the amount paid as a benefit under PFMLI and the employee's regular salary, unless and until other paid leave options are exhausted.

Article 21 - Committees

21.1 The District and the Association shall establish the following committees during the term of this Agreement.

- A. Labor-Management Committee - The purpose of this committee is to discuss emerging problems, investigate solutions to ongoing labor-management issues; review the contract; and make recommendations to the District and the Association.

The committee may be composed of up to six (6) members. Up to three (3) members shall be appointed by the Association and three (3) by the District. The committee will establish its own meeting schedule with at least one (1) meeting each month being held. The committee will establish its own ground rules.

Article 22 - Tuition Reimbursement and Professional Development

- 22.1 Employees may request tuition reimbursement for job-related classes and workdays. Approval of such requests shall be at the sole discretion of the District. The administration will consider staff requests in arranging in-service courses, workshops, conferences, school or class visitations and programs designed to improve the quality of instruction.
- 22.2 Tuition for any classes employees are directed to attend by the District shall be paid by the District. When an employee is directed by the administration to attend workshops, conferences, or courses for purpose of training or retraining (position changes required by the District) tuition and District per diem (lodging, meals, and mileage), approved in advance, shall be incurred by the District.
- 22.3 Employees shall be paid at their current step (upon ratification of this Agreement) of their classification during class time when the employee attends classes and/or training when beyond their scheduled workday or work year and when such classes and/or training is necessary for job requirements. When classes and/or training are located outside the District boundaries, the District shall provide transportation or reimburse the employee for mileage at the IRS rate. Whenever feasible, the District will provide the required training.

Article 23 - Site-Based Decision-Making Programs

- 23.1 The Agreement will remain in effect and will have full application to the employees who are affected by a site-based decision-making program unless specific provisions are waived by written agreement between the District and the Association. Classified staff who are members of site councils shall receive release time, if the council meetings are scheduled during their regularly scheduled work hours, to attend the meetings.

Article 24 - Subcontracting

- 24.1 Prior to any consideration of subcontracting, the District shall comply with ORS 279B.030. If the District wishes to contract out work, it will bargain the impact with the Association. This bargaining shall be conducted under ORS 243.712 except that the period of negotiations shall be ninety (90) days instead of one hundred fifty (150) days. The parties shall exchange initial proposals within four (4) weeks of a written notice to the Association that the District intends to subcontract.

Article 25 - Health and Safety

25.1 Step One

When an employee recognizes an unsafe condition, the employee shall report it in writing to the Building Safety Committee. Employees who report a safety concern in writing will receive a copy of the report which includes a statement specifying the nature of the problem, the date of filing, the signature of the complainant, and the signature of the individual receiving the report.

The District will follow all OR-OSHA and OHA reporting requirements to employees for serious contagious disease or workplace environmental hazards.

Step Two

If the Building Safety Committee does not or is not able to remedy the situation in five (5) working days, the employee should report the condition to the Superintendent.

Step Three

If the Superintendent does not or is not able to remedy the situation in five (5) working days, the employee may report the condition to the Board at the next regularly scheduled Board meeting.

Step Four

If the condition is still not addressed to the satisfaction of the complainant within ten (10) working days, the employee may report the condition to OSHA or another appropriate state agency.

25.2 The complainant will receive a written response, including a brief description of any action taken.

25.3 No employee will suffer negative evaluation or any adverse employment action or any reprisal for reporting safety concerns to the District.

25.4 Subject to the limitations of the Family Educational Rights and Privacy Act (FERPA), ORS 336.187 and OAR 581-021-0340, employees with a legitimate educational need to know will be provided with specific information about the known behavior pattern(s) of the student(s) who evidence deviant behaviors that could present a safety problem to other students or the employee and suggested strategies for managing those behaviors as soon as that information is available.

25.5 The District shall provide all classified staff in direct contact with identified students, necessary student information in accordance to Oregon State laws. The District shall inform staff as to any student they supervise who presents a known potential safety threat to staff or students.

25.6 The District shall reimburse damage to personal property and effects as used within the scope of his/her job up to \$250.

Article 26 - Transportation

Bus Drivers

26.1 Bus driving assignments for school-related functions shall be reserved for regular bus drivers, except where extenuating circumstances, or overtime liability develop and are approved by the immediate supervisor. Bus drivers, however, working at the request of their supervisor in excess of eight (8) hours per day shall be compensated at the rate of time-and-one-half for all such time worked.

26.2 Trip Assignments

Assigning additional work “trip assignments” other than regular routes that generate additional hours for bus drivers on a rotating seniority basis.

- A. The District agrees that all additional work will generally be assigned on a rotating seniority basis with all regular drivers given first opportunity to take the additional work. Additional work shall be defined as additional driving assignments and may be applied to trips, routes or assignments or duties that generate pay for bus drivers.
- B. All known trips for the following week will be posted on Wednesday and assigned by 4:00 p.m. on Friday. On occasions the dispatcher and the transportation supervisor may assign additional work on an “as needed” basis. The rotation method and ranking list will be posted at the same time and place the trips are posted.
- C. Special needs drivers are not permitted to post for trips during a time that would disrupt their regular route. Special needs drivers will be given first priority for special needs trips.
- D. Trip assignments may be traded with the approval of the Director of Transportation or their designee.
- E. The transportation supervisor will retain the ability to remove a driver from the rotation list.
- F. The District will provide the removed driver with the opportunity to improve his or her knowledge and skills through the creation of a growth plan. When the driver has completed the growth plan he or she will be placed back on the rotation list.
- G. The District and Association will create an evaluation of school related function driver/trips to be completed by the activity sponsors at the conclusion of each trip.

Rotating Seniority is defined as:

Rotating seniority will be based on the following process. At the beginning of the first (1st) and third (3rd) weeks of each month, the rotation starts with the most senior driver and trip assignments will be based on seniority. At the beginning of the second (2nd), fourth (4th), and fifth (5th) weeks of each month, the rotation begins with the driver who was next in line for a trip assignment at the end of the prior week.

Illustration:

<u>Month 1</u>					<u>Month 2</u>	
Week 1	Week 2	Week 3	Week 4	Week 5	Week 1	
Driver 1	Driver 5	Driver 1	Driver 7	Driver 14	Driver 1	
Driver 2	Driver 6	Driver 2	Driver 8	Driver 15	Driver 2	
Driver 3	Driver 7	Driver 3	Driver 9	Driver 1	Driver 3	
Driver 4	Driver 8	Driver 4	Driver 10	Driver 2	Driver 4	
	Driver 9	Driver 5	Driver 11	Driver 3	Driver 5	
	Driver 10	Driver 6	Driver 12			
			Driver 13			

26.3

- A. All permanent drivers shall be guaranteed work at their individual regular rate of pay for a minimum of the number of hours in their regular route assignment, or the route that they did not drive in order that they could drive the trip or extra run.
- B. Drivers who report for any assigned trip or route and are informed that their trip is canceled or they are not needed will be assigned adequate work, which will result in compensation for a minimum of length of trip/route or two (2) hours' pay, whichever is lesser, at their regular (or overtime, if applicable) rate of pay.
- C. For the purposes of distributing the amount of hours worked among drivers, all bus routes will be re-bid annually. Regular education routes will be awarded based on qualifications and seniority. Special education routes, including early intervention, will be based on qualifications, seniority and attendance for the prior three (3) years. All routes (special ed. and other routes) will be bid at that time. The District reserves the right of assignment of bus routes at all other times.

26.4

Special Education Route Bus Drivers (including regular drivers serving as substitutes on Special Education Routes) shall be increased from .15/hr. to .50/hr. per hour differential for time worked on transporting special needs students on designated routes. Bus Drivers, if they believe a monitor is needed, will inform the District and the District will determine when monitors are needed on the bus.

26.5

When, in the judgment of the District, it is in the best interest of students to arrange a special trip on transportation other than District transportation, the following protocol will be followed:

- A. The building administrator, before submitting his/her request for District approval, shall make a written finding that District transportation cannot meet the objective(s) of the special trip.
- B. The Superintendent, before determining whether the building administrator's request shall be approved, shall inform the Lebanon Education Support Professionals Association President of the building administrator's request. The Association shall have three (3) working days to make a statement on the building administrator's request.
- C. After considering the request and the Association's statement, the Superintendent shall approve or

deny the request. The decision of the Superintendent shall be final.

D. This section is not meant to preclude using outside transportation when the District, due to the availability of drivers or buses, cannot meet the transportation needs of the District. This decision shall rest with the District.

- 26.6 The District will pay the cost for any alcohol or drug testing for drivers in safety sensitive functions pursuant to the Omnibus Transportation Employee Testing Act of 1991 (OTETA) except if the drivers request a split specimen test. The cost for the split specimen test will be borne by the driver except if the split specimen test is negative, in which case the cost shall be borne by the District. All employees required to submit to alcohol or drug testing shall be paid at their regular rate.
- 26.7 The District will pay the difference between the cost of a regular Oregon driver's license and the cost of an Oregon commercial driver's license when such a license is required to hold a District position.
- 26.8 The District shall pay bus drivers two (2) hours of regular driving pay when drivers for their annual physical examination. The pay shall not be taken from individual driver's sick leave account.

Article 27 - Term of Agreement

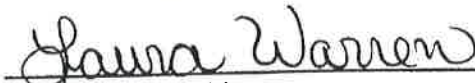
27.1 This Agreement shall be effective on July 1, 2023 and shall expire on June 30, 2025.

27.2 This Agreement constitutes the sole and entire existing Agreement between the parties supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the District and Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

In witness whereof, the parties hereby affix their signatures as of the date first above written:

Board Chair 

6/15/2023
Date


Association President

6/15/23
Date

Appendix A-1

LESPA 2023-24 Salary Schedule Proposal ≥ + 6.75% (4% between each column)

23-24	1	2	3	4	5	6	7	8
Food Serv Mgr II	\$19.46	\$20.24	\$21.05	\$21.89	\$22.77	\$23.68	\$24.63	\$25.61
Food Serv Mgr I	\$17.81	\$18.52	\$19.26	\$20.03	\$20.83	\$21.67	\$22.53	\$23.43
Food Service Asst	\$15.13	\$15.74	\$16.37	\$17.02	\$17.70	\$18.41	\$19.15	\$19.91
Admin Asst.	\$20.81	\$21.64	\$22.50	\$23.40	\$24.34	\$25.31	\$26.33	\$27.38
Office Manager	\$20.81	\$21.64	\$22.50	\$23.40	\$24.34	\$25.31	\$26.33	\$27.38
Registrar	\$20.81	\$21.64	\$22.50	\$23.40	\$24.34	\$25.31	\$26.33	\$27.38
Admin Secretary	\$19.05	\$19.82	\$20.61	\$21.43	\$22.29	\$23.18	\$24.11	\$25.07
Secretary	\$16.94	\$17.62	\$18.32	\$19.06	\$19.82	\$20.61	\$21.44	\$22.29
Accountant	\$21.91	\$22.78	\$23.69	\$24.64	\$25.63	\$26.65	\$27.72	\$28.83
Accountant Clerk I	\$20.81	\$21.64	\$22.50	\$23.40	\$24.34	\$25.31	\$26.33	\$27.38
Accountant Clerk	\$19.30	\$20.07	\$20.88	\$21.71	\$22.58	\$23.48	\$24.42	\$25.40
Personal Care Asst	\$17.53	\$18.23	\$18.96	\$19.72	\$20.51	\$21.33	\$22.18	\$23.07
Bilingual Asst	\$17.53	\$18.23	\$18.96	\$19.72	\$20.51	\$21.33	\$22.18	\$23.07
Behavior Support	\$17.53	\$18.23	\$18.96	\$19.72	\$20.51	\$21.33	\$22.18	\$23.07
Media Asst	\$15.59	\$16.21	\$16.86	\$17.53	\$18.23	\$18.96	\$19.72	\$20.51
Instructional Asst	\$15.59	\$16.21	\$16.86	\$17.53	\$18.23	\$18.96	\$19.72	\$20.51
Campus Monitor	\$15.28	\$15.89	\$16.52	\$17.19	\$17.87	\$18.59	\$19.33	\$20.10
School Assistant	\$15.13	\$15.74	\$16.37	\$17.02	\$17.70	\$18.41	\$19.15	\$19.91
Maintenance	\$21.92	\$22.79	\$23.70	\$24.65	\$25.64	\$26.66	\$27.73	\$28.84
Facility Operator	\$19.88	\$20.67	\$21.50	\$22.36	\$23.25	\$24.18	\$25.15	\$26.16
Laborer	\$18.85	\$19.61	\$20.39	\$21.21	\$22.05	\$22.94	\$23.85	\$24.81
Courier	\$19.51	\$20.29	\$21.11	\$21.95	\$22.83	\$23.74	\$24.69	\$25.68
Custodian	\$16.52	\$17.19	\$17.87	\$18.59	\$19.33	\$20.11	\$20.91	\$21.75
Mechanic	\$22.02	\$22.90	\$23.82	\$24.77	\$25.76	\$26.79	\$27.87	\$28.98
Service Mechanic	\$19.76	\$20.55	\$21.37	\$22.23	\$23.12	\$24.04	\$25.00	\$26.00
Trans Dev Coord	\$22.96	\$23.88	\$24.84	\$25.83	\$26.86	\$27.94	\$29.05	\$30.22
Bus Driver Trainer	\$21.73	\$22.60	\$23.51	\$24.45	\$25.43	\$26.44	\$27.50	\$28.60
Bus Driver	\$18.17	\$18.90	\$19.65	\$20.44	\$21.26	\$22.11	\$22.99	\$23.91
Type 10 Driver	\$15.59	\$16.21	\$16.86	\$17.53	\$18.23	\$18.96	\$19.72	\$20.51
Community Liaison	\$17.68	\$18.38	\$19.12	\$19.89	\$20.68	\$21.51	\$22.37	\$23.26
District-Level Data Co	\$22.45	\$23.35	\$24.28	\$25.25	\$26.26	\$27.31	\$28.41	\$29.54
Tech Support Spec	\$20.81	\$21.64	\$22.50	\$23.40	\$24.34	\$25.31	\$26.33	\$27.38

Appendix A-2

LESPA 2024-25 Salary Schedule Proposal $\geq +2.5\%$ (4% between each column)

24-25	1	2	3	4	5	6	7	8
Food Serv Mgr II	\$19.95	\$20.75	\$21.58	\$22.44	\$23.34	\$24.27	\$25.24	\$26.25
Food Serv Mgr I	\$18.25	\$18.98	\$19.74	\$20.53	\$21.35	\$22.21	\$23.10	\$24.02
Food Service Asst	\$15.51	\$16.13	\$16.78	\$17.45	\$18.14	\$18.87	\$19.63	\$20.41
Admin Asst.	\$21.33	\$22.18	\$23.07	\$23.99	\$24.95	\$25.95	\$26.98	\$28.06
Office Manager	\$21.33	\$22.18	\$23.07	\$23.99	\$24.95	\$25.95	\$26.98	\$28.06
Registrar	\$21.33	\$22.18	\$23.07	\$23.99	\$24.95	\$25.95	\$26.98	\$28.06
Admin Secretary	\$19.53	\$20.31	\$21.12	\$21.97	\$22.85	\$23.76	\$24.71	\$25.70
Secretary	\$17.36	\$18.06	\$18.78	\$19.53	\$20.31	\$21.13	\$21.97	\$22.85
Accountant	\$22.45	\$23.35	\$24.28	\$25.26	\$26.27	\$27.32	\$28.41	\$29.55
Accountant Clerk I	\$21.33	\$22.18	\$23.07	\$23.99	\$24.95	\$25.95	\$26.98	\$28.06
Accountant Clerk	\$19.78	\$20.57	\$21.40	\$22.25	\$23.14	\$24.07	\$25.03	\$26.03
Personal Care Asst	\$17.97	\$18.69	\$19.43	\$20.21	\$21.02	\$21.86	\$22.73	\$23.64
Bilingual Asst	\$17.97	\$18.69	\$19.43	\$20.21	\$21.02	\$21.86	\$22.73	\$23.64
Behavior Support	\$17.97	\$18.69	\$19.43	\$20.21	\$21.02	\$21.86	\$22.73	\$23.64
Media Asst	\$15.98	\$16.61	\$17.28	\$17.97	\$18.69	\$19.44	\$20.21	\$21.02
Instructional Asst	\$15.98	\$16.61	\$17.28	\$17.97	\$18.69	\$19.44	\$20.21	\$21.02
Campus Monitor	\$15.66	\$16.29	\$16.94	\$17.61	\$18.32	\$19.05	\$19.81	\$20.61
School Assistant	\$15.51	\$16.13	\$16.78	\$17.45	\$18.14	\$18.87	\$19.63	\$20.41
Maintenance	\$22.46	\$23.36	\$24.30	\$25.27	\$26.28	\$27.33	\$28.42	\$29.56
Facility Operator	\$20.37	\$21.19	\$22.04	\$22.92	\$23.83	\$24.79	\$25.78	\$26.81
Laborer	\$19.32	\$20.10	\$20.90	\$21.74	\$22.61	\$23.51	\$24.45	\$25.43
Courier	\$20.00	\$20.80	\$21.63	\$22.50	\$23.40	\$24.34	\$25.31	\$26.32
Custodian	\$16.94	\$17.62	\$18.32	\$19.05	\$19.82	\$20.61	\$21.43	\$22.29
Mechanic	\$22.57	\$23.48	\$24.42	\$25.39	\$26.41	\$27.46	\$28.56	\$29.70
Service Mechanic	\$20.25	\$21.06	\$21.91	\$22.78	\$23.69	\$24.64	\$25.63	\$26.65
Trans Dev Coord	\$23.54	\$24.48	\$25.46	\$26.47	\$27.53	\$28.64	\$29.78	\$30.97
Bus Driver Trainer	\$22.28	\$23.17	\$24.10	\$25.06	\$26.06	\$27.10	\$28.19	\$29.32
Bus Driver	\$18.62	\$19.37	\$20.14	\$20.95	\$21.79	\$22.66	\$23.56	\$24.51
Type 10 Driver	\$15.98	\$16.61	\$17.28	\$17.97	\$18.69	\$19.44	\$20.21	\$21.02
Community Liaison	\$18.12	\$18.84	\$19.60	\$20.38	\$21.20	\$22.05	\$22.93	\$23.84
District-Level Data Co	\$23.01	\$23.93	\$24.89	\$25.88	\$26.92	\$28.00	\$29.12	\$30.28
Tech Support Spec	\$21.33	\$22.18	\$23.07	\$23.99	\$24.95	\$25.95	\$26.98	\$28.06

Appendix B - Petition for Reclassification

A. General Information

Name: _____ Site: _____

Current classification (job title): _____

Immediate supervisor: _____

B. Reclassification Request

Position requested: _____

C. Explanation/Rationale

Please describe why you believe your reclassification request should be approved.

Please use reverse side if additional space is needed

Signature of Petitioner

Date

This request must be submitted by 15th of month prior to committee meetings in November and February.

SUBMIT THIS REQUEST TO THE SUPERINTENDENT OR DESIGNEE

You will be notified of your hearing date.

Office Use Only

Date of hearing: _____

COMMITTEE MEMBERS	POSITION
1.	
2.	
3.	
4.	
5.	

Decision: _____

Superintendent or Designee Signature

Date

Appendix C - Level Two LESPA Grievance Form

Lebanon Community School District

DATE OF LEVEL TWO FILING _____ SUBMITTED TO _____
HR Director or designee

1. GRIEVANT _____

2. POSITION _____

3. CONTRACT PROVISION(S) ALLEGED VIOLATED _____

4. TIME, PLACE, DATE OF OCCURRENCE _____

5. STATEMENT OF THE GRIEVANCE (include events and conditions of the grievance and persons responsible) _____

6. REASON(S) FOR APPEAL _____

7. REMEDY SOUGHT _____

8. SIGNATURE OF GRIEVANT _____ DATE _____

9. SIGNATURE OF GRIEVANCE CHAIR _____ DATE _____
(for Association use)

10. SIGNATURE OF HR Director or designee _____

DATE RECEIVED _____