



**2022 - 2025**

## **Classified Agreement**

**Between the Oregon School Employees Association  
and Springfield Public Schools**



**Collective Bargaining Agreement  
Between  
OSEA Springfield Chapter 4  
And  
Springfield School District #19  
  
July 1, 2022 - June 30, 2025**

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## ARTICLE 1 - RECOGNITION

THIS COLLECTIVE BARGAINING AGREEMENT herein called "AGREEMENT," establishing a three (3)-year contract, made and entered into by and between SPRINGFIELD SCHOOL DISTRICT NO. 19, LANE COUNTY, OREGON, herein called "DISTRICT," and OREGON SCHOOL EMPLOYEES ASSOCIATION SPRINGFIELD CHAPTER 4, herein called "ASSOCIATION," supersedes all previous contracts and agreements. This Agreement will become effective on July 1, 2022, and expire June 30, 2025, at 12:00 a.m., midnight. The parties will enter into the bargaining process for a successor agreement no later than January 1, 2025, as otherwise provided herein.

### 1.1 BARGAINING UNIT

The District hereby recognizes the Association as the exclusive representative, as defined in ORS 243.650, of all regular full-time and part-time classified employees, except supervisory, confidential, per diem, work experience, temporary and substitute workers.

### 1.2 NO OBLIGATION

Granting recognition will not be construed as obligating the District to continue any function or policy in any matter.

### 1.3 POSITION TYPES

For the purpose of this Agreement, the following work and worker definitions will apply.

1.3.1 *Employee* includes all employees represented in the bargaining unit.

1.3.2 *Substitute worker* refers to a person hired and paid on an hourly basis to replace a regular employee who has been temporarily reassigned or is absent from work.

1.3.3 *Short-Term Temporary Positions:* Positions used to fill the role of a regular employee on an approved leave of absence for up to 90 days or for employees hired due to overload conditions. If it becomes necessary for a short-term temporary position to exceed 90 consecutive workdays, or at the time it is apparent that the assignment will exceed 90 consecutive workdays, the position shall become a long-term temporary position. Short-term temporary positions are excluded from the bargaining unit.

*Temporary work* means one (1) or more of the following:

- a. Intermittent or one (1) time duties or tasks:
  - (1) requiring specialized training, knowledge, skills, or abilities not present in the work force or for which no qualified bargaining unit member is available to perform, or
  - (2) Traditionally performed by workers outside the bargaining unit, e.g., community service work assigned by the courts.
- b. Work of a type ordinarily performed by regular employees, but which cannot be completed by available staff due to a seasonal or temporary increase in the workload, e.g., seasonal employment.
- c. Employment to fill vacant regular bargaining unit position during the hiring process. The temporary employee does not have job rights. Such employment will be limited to a maximum of thirty (30) workdays. If the vacant bargaining unit position is unable to be filled, the District will inform the Association and request an extension of time.

- d. *Seasonal work* means work performed by temporary employees or regularly employed part-year employees that begins after students are dismissed for recess periods, as defined by the approved school calendar, and continues the length of the work or project, not to exceed ninety (90) consecutive days, or other extended breaks in the school year, e.g., summer break, winter break and spring break. (See ARTICLE 9.4 SEASONAL WORK) Regular employees employed in seasonal work positions in their same job title will be paid according to their regular pay ranges and on their correct step.
- 1.3.4 *Limited Duration work* refers to work performed that is available as the result of a temporary funding source, has a beginning and ending date and does not have layoff or recall rights. Employees hired into these positions are members of the Association bargaining unit throughout the duration of the position. Positions unique to the temporary funding source include Bond positions, Safe Routes to School, OSEA for employee(s) who hold state office, and After School programs.
- 1.3.5 *Long Term Temporary Positions:* Positions which are temporary and which continue for a period in excess of 90 days will be considered long-term temporary positions if, 1) the position is based on temporary funding and is posted as temporary with an end date or, 2) the employee is filling a vacancy caused by an approved leave or, 3) a short-term temporary position extends beyond 90 days but not to exceed one (1) year. A person accepting a long-term temporary position shall become a member of the bargaining unit and shall have all the privileges and benefits of membership except layoff and recall rights and completion of a temporary job at the assigned end date shall not be considered dismissal requiring just cause.
- Regular employees who accept long-term temporary positions, shall qualify for any additional insurance benefits, if eligible, and paid leave/holiday provisions.
- 1.3.6 *PERS Mid-Year Retirees:* The District may elect, in accordance with District procedures and PERS guidelines, to hire employees who have retired with PERS but are still eligible to work in public employment. Employees who are retired with PERS shall have the privileges and benefits of membership with the following exceptions. Hiring shall be on an up to one-year basis and may be extended only by subsequent District action. PERS retirees hired by the District shall not retain seniority status, have longevity, layoff and recall rights. They will not be required to complete an additional probationary period if one has already been completed with the District. (Transportation) Bus Driver routes may be kept for the remainder of the academic year; however, they will not be eligible to bid routes.
- 1.3.7 *Professional Experts* (these are positions that are not within the OSEA CBA) and require specialized training, knowledge, skills, or abilities not present in the work force or which no qualified bargaining unit member is available to perform. These positions are long term positions that do not exceed one year in length.
- 1.3.8 *Regular full-time employee* refers to one whose assignment requires eight (8) hours a day, forty (40) hours a week, or ten (10) hours per day, forty (40) hours per week for the number of days specified in the school calendar or who works July 1<sup>st</sup> through June 30<sup>th</sup>.
- 1.3.9 *Regular part-time employee* refers to one whose assignment requires less than eight (8) hours a day or less than forty (40) hours a week for the number of days specified in the school calendar. The duties of a regular part-time employee are regularly scheduled and assigned on an annual basis.



1.3.10 *Probationary employee* refers to newly hired employee who is required to serve a probationary period for the first one hundred and twenty (120) days worked of employment, and thereafter will be a regular employee. A probationary employee may be disciplined or discharged without cause. If an employee is hired into another position prior to completing the probationary period, the employee will serve only the remaining days of the probationary period in the new position.

1.3.10. a The probationary period is provided to:

1. Train and assist employees to meet district work standards and evaluate performance.
2. In the event the District determines there are performance concerns, an employee's probationary period may be extended by mutual agreement of the Association and the District to the limit of one (1) additional thirty (30) calendar day period.
3. If a decision is made to extend the probationary period, the employee shall be notified in writing at least five (5) workdays before completion of the initial probationary period.
4. Within the probationary period, the employee may be discharged without cause.
5. Employees shall become regular status employees upon completion of their probationary period.

1.3.11 INDIAN EDUCATION PROGRAM

Pay for Indian Education employees will be in accord with this Agreement but will not exceed, in the aggregate, the amount available under the District's Indian Education grant budget. Because there are no comparable positions in the bargaining unit, Indian Education employees will not have transfer or layoff rights under this Agreement. However, if the position is eliminated and application is made for another position, an interview will be granted if the employee is qualified for the open position.

1.3.12 LABOR MANAGEMENT COMMITTEE

The District and the Association mutually agree to maintain a labor management committee to promote a collaborative partnership to proactively address issues and concerns.

The District and the Association shall meet monthly during the school year and as needed during the summer months for the purpose of proactive conversations regarding labor relations issues and concerns, and planning. Active bargaining and/or modifications to the collective bargaining agreement shall not be part of committee discussions. Membership of the committee will be composed of equal numbers of representatives of the District and representatives of the Association as designated by the Association chapter president. As a minimum, the Association's designees shall be the Association chapter president and OSEA field representative. The responsibility of the creation of the agenda of items to be discussed shall be alternated between the parties and shall be provided to the committee members at least two (2) days prior to the day of the meeting.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.1 POLICY AND RULES**

The parties recognize that pursuant to ORS 332.072-332.075 and ORS 332.105-332.107 the Board has the responsibility for formulation and implementation of policies and rules governing the education program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.

### **2.2 ADMINISTRATION**

Recognizing the relationship noted in Article 2.1, the parties agree that the District retains all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any incident to its responsibility to manage the affairs of the District or any part of it, consistent with ORS Chapter 243. Rights to employees in the bargaining unit and the Association are limited to those set forth in this Agreement or provided by Oregon Statute, and the District retains all prerogatives, functions, and rights not limited by the terms of this Agreement or by Oregon Statute.

### **2.3 MANAGEMENT AND OPERATIONS**

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

- 2.3.1 The right to determine the location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
- 2.3.2 The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
- 2.3.3 The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
- 2.3.4 The maintenance of discipline and control and use of the school system property and facilities.
- 2.3.5 The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
- 2.3.6 The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
- 2.3.7 The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, discipline, or transfer employees.
- 2.3.8 The right to relieve employees from duty for poor or unacceptable work for other legitimate reasons.
- 2.3.9 The creation, combination, modification, or elimination of any positions.
- 2.3.10 The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.

- 2.3.11 The determination of the layout and the equipment to be used and the right to plan, direct and control all work activities. The determination of the processes, techniques, methods and means of performing work.
- 2.3.12 The right to establish and revise the school calendar, to establish hours of employment, to assign workloads; and to select textbooks, teaching aids and materials.
- 2.3.13 The right to make assignments for all programs of an extracurricular nature.
- 2.3.14 The Management Rights indicated above will not be considered to exclude other rights and functions of the District not specifically mentioned. The District retains all right and functions which are not specifically in conflict with this Agreement.

## ARTICLE 3 - ASSOCIATION RIGHTS

### 3.1 FACILITIES

The Association designated representatives will be allowed access to employees within the bargaining unit during work hours at the worksites and to use the facilities of the District for meetings to conduct representation or other business without charge in accordance with the District's scheduling procedures. Other uses of district facilities by the Association will be in accord with district policy.

### 3.2 OFFICE EQUIPMENT

The Association will have the right to use office equipment for association business when such equipment is not otherwise in use, provided that the equipment is not assigned to an individual. The Association will pay for the reasonable costs of all materials and supplies.

### 3.3 COMMUNICATIONS - BULLETIN BOARDS, EMAIL/MAILBOXES, AND COURIER

The Association may post association materials on bulletin boards located in the faculty rooms and workrooms. The Association may use district email, staff mailboxes and intra-district courier for communicating with employees, provided district material will have the first priority. All materials must comply with State law and District policy with respect to campaign and election information.

### 3.4 DESIGNATED REPRESENTATIVES

*Designated representatives* for the purposes of this Article shall include chapter executive board officers, association trained designated classified, and the non-employee Association Field Representative.

The Association shall provide a listing of association designated representatives to the District each year by September 30.

The District will not be obligated to pay overtime compensation due to the provisions of this Article.

### 3.5 DISTRICT EMPLOYEE INFORMATION NOTIFICATIONS TO THE ASSOCIATION

Within ten (10) days of their date of hire, the District will provide the Association the following information for newly hired bargaining unit members: date of hire, position title, worksite location, annual salary, number of months worked, number of paychecks per year, work phone number, personal phone number, personal address, and personal email. On the first workday of each month, the District will provide the Association chapter president with a list of all employees who resigned or have been terminated during the previous month.

Each one hundred and twenty (120) days, the District will provide the Association with an updated listing of all bargaining unit members to include: date of hire, position title, worksite location, annual salary, number of months worked, number of paychecks per year, work phone number, personal phone number, personal address, and personal email.

The information notifications described in Article 3.4 shall be sent to the Association's current chapter president and field representative, and the state office (to [classified@osea.org](mailto:classified@osea.org)) in an editable electronic format (Excel preferred).

### 3.6 NEW EMPLOYEE ORIENTATION

The Association designated representative(s) shall provide orientation information to new employees by taking part in the District's scheduled new employee orientation sessions whenever possible. When it's not possible to attend the District's scheduled new employee orientation sessions, the Association and the District will work together to schedule an alternative time and/or location for new employee orientation.

The Association shall be granted at least thirty (30) minutes and up to sixty (60) minutes for groups of fifteen (15) or more employees to meet with new bargaining unit employees for orientation. Orientations will occur during the regular workday with no loss of pay or benefits for any designated representative or bargaining unit member taking part in the orientation.

The District shall provide the Association chapter president a ten (10)-day notice of upcoming new classified employee orientation sessions.

### 3.7 ASSOCIATION LEAVE AND TIME RELEASE

Association representatives, elected or appointed, will be granted time off from their regular district duties as follows:

- 3.7.1 Association Leave. Upon request of the Association, the District will grant to the Association three hundred (300) hours of association leave at no cost to the Association. Such leave will be for association designated representatives to attend trainings, activities, and perform general duties relating to employment relations, in its role as the exclusive representative of employees represented by the Association with the District.
- 3.7.2 Association Time Release. The District shall grant association time release to employees to attend outside trainings and events of importance to the Association. The cost of the employees' leave shall be covered by the individual employee's leave balances or reimbursed to the District by the Association.
- 3.7.3 At least two (2) days' written notice will be given to the immediate supervisor for association leave or time release except in the case of an emergency. The use of such hours will be in increments of not less than one (1) hour per association member using such hours.
- 3.7.4 The District reserves the right to refuse the requested time off for any employee whose absence will unduly interfere with the District's operation.
- 3.7.5 Association State Officer Time Release. The District shall approve time release for any employee elected or re-elected to an association state office. Terms of office are for three (3) years, and the District shall provide time release for a limit of three (3) years. The employee on time release shall continue to be paid for their yearly assignment which will include all regularly scheduled workdays and all other benefits (insurance, paid holidays, vacation days, PERS, etc.) provided by the District. The employee shall receive pay and benefit increases, and any other allocations as if they were present and working in the District.

During the time release, the employee's position shall be filled on a limited duration basis, and at conclusion or termination of the period of release time granted under this Article, the employee shall have a right of reinstatement to the same position and work location held prior to the commencement of the release time. If this is not feasible, by mutual agreement of the parties, the employee shall be returned to a substantially similar position without loss of seniority, rank, or classification upon completion of their term(s) as a state officer.

On a monthly basis, the District shall bill the Association for state officer time release reimbursement (for all payroll and associated payroll costs, and for the cost of insurance benefits) to OSEA, 4735 Liberty Rd., S., Salem, OR 97302 or by email to Brad@osea.org. The Association shall provide payment to the District in a timely manner.

3.8 ASSOCIATION DUES

- 3.8.1 Deduction Authorized by Employees. Authorization from employees to deduct association dues will be honored when received in writing on forms provided by the Association by the fifteenth (15<sup>th</sup>) of the month prior to the month deductions are to be made, and dues deductions for forms from employees provided by the Association after the fifteenth (15<sup>th</sup>) of the month will commence with the first regular pay period the following month. Such authorization will continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District will deduct the dues in payments that correspond to the month the employee works.
- 3.8.2 Employees have the right to join the Association but membership in the Association will not be required as a condition of employment.
- 3.8.3 The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions in this section.
- 3.8.4 Transmittal of Dues. The District will transmit the dues deducted to the State Office of the Oregon School Employee Association.

## **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

### **4.1 NO CONCERTED EFFORT**

The Association and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work during the period of this Agreement. Employees in the bargaining unit while acting in the course of their employment will not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty during the period of this Agreement.

### **4.2 DISCIPLINE**

Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the District and will not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.

### **4.3 ASSOCIATION RESPONSIBILITY**

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Article 4.1 above will not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.

### **4.4 NO LOCKOUT**

There will be no lockout of classified employees in the bargaining unit by the District during the period of this Agreement.

## **ARTICLE 5 — SEVERABILITY OF PROVISIONS**

- 5.1 In the event that any provisions, words, or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment, such provisions, words, terms, or sections of the Agreement shall be determined to be invalid. All other provisions, words or sections shall remain in full force and effect. In the event that any provisions, words, terms or sections of this Agreement are declared to be invalid then upon request by either party the invalid provisions, words, terms or sections of this Agreement shall be reopened for negotiations. Renegotiation of the Agreement is pursuant to ORS 243.698.



## **ARTICLE 6 — EVALUATIONS**

### **6.1 EVALUATION CYCLE**

Regular status employees shall receive at least one (1) evaluation every two (2) years during the month in which they were hired by the District (in accordance with current Board policy GCN/GDN).

### **6.2 EVALUATION HANDBOOK**

The District in collaboration with the Association shall create and finalize an evaluation handbook as a reference tool by December 31, 2020.

### **6.3 EVALUATION DOCUMENTATION**

Any evaluative document that will be placed into an employee's personnel file shall be signed by the employee and a copy shall be provided to the employee.

## ARTICLE 7- RESIGNATION, TERMINATION, DISCIPLINE, AND DISCHARGE

### 7.1 VOLUNTARY RESIGNATION

To receive vacation compensation, as appears in Article 13.9, COMPENSATION AT TERMINATION, an employee must give two (2) weeks' written notice to the employee's supervisor or to the Human Resources Office. At the District's discretion, it may waive all or part of the two (2)-week notice requirement.

### 7.2 DISCIPLINE DEFINITIONS

For the purpose of this Article, discipline shall include suspension without pay, and demotions.

*Demotion* means an involuntary transfer to a lower pay range job title.

*Suspension* means a temporary directive for an employee not to report to work and to be placed on unpaid status for one or more days.

Evaluations, letters of instruction and plans of assistance are not included under the definition of discipline.

#### 7.2.1 DISCIPLINE REASONS

A regular status employee may be disciplined or discharged for the following causes, including but not limited to:

- a. Insubordination.
- b. Unsatisfactory or inefficient job performance.
- c. Use of alcohol, drugs, or other activities which interfere with the employee's carrying out his or her job responsibilities.
- d. Misconduct or violation of published district policies, rules, or regulations.

#### 7.2.2 DISCIPLINARY PROCESS

Just cause and due process will be followed during the disciplinary process.

When issues arise that may cause concerns about possible disciplinary action, employees shall be made aware of and be given an opportunity to consult with a trained association designated representative of their choice prior to any meetings or conversations with management, and to have their association representative present during each step of the disciplinary process.

If, in the judgment of the District, it is deemed necessary, the District may place an employee on paid administrative leave during the period of investigation and review. The District retains the right to reassign employees, temporarily or permanently, at any time, including during the period of investigation and review.

Any disciplinary document that will be placed into an employee's personnel file shall be signed by the employee and a copy shall be provided to the employee. If the employee refuses to sign, the District representative shall indicate the refusal to sign and then sign and date the document before placing it in the personnel file. Within ten (10) working days, employees shall be allowed to attach a written response to any disciplinary document to be placed in their personnel file. (Also see Article 12.6.2)

7.2.3 BUILDING/DEPARTMENT LEVEL - Supervisor

Any disciplinary action up to and including the level of a written reprimand shall be administered by the Building or Department level supervisor.

- a. Letter of Instruction (*Non-Disciplinary, Union Representation by Supervisor's Option*)  
The supervisor shall meet with the employee to discuss concerns and to provide the employee an opportunity to respond. The employee shall be provided with a written document to clarify the supervisor's expectations and the results if future non-compliance should occur. Letters of Instruction are not included in the employee's personnel file; however, supervisors may retain the document in the employee working file.
- b. Written Reprimand (*Disciplinary, Union Representation by Employee's Request*)  
The supervisor shall meet with the employee to discuss concerns and to provide the employee an opportunity to respond.

The employee shall be provided with a written document referencing any previous concerns (if applicable) and to clarify how current conduct is not aligned with district expectations. The employee shall acknowledge receipt of the document (in accordance with Article 7.2) and will be provided with ten (10) working days to attach a written response to the document. The written reprimand will be included in employee's personnel file once the ten (10) working days have passed.

7.2.4 DISTRICT LEVEL - Human Resources

Any disciplinary action beyond the level of a written reprimand shall be administered by Human Resources.

- a. Suspension Without Pay (*Disciplinary, Union Representation by Employee's Request*)  
The Human Resources administrator shall meet with the employee to discuss concerns and to provide the employee an opportunity to respond. The employee shall be provided with a written document referencing any previous concerns (if applicable) and indicating the number of days the employee shall be suspended without pay, and the dates those will occur.  
  
The employee shall acknowledge receipt of the document (in accordance with Article 7.2) and will be provided with ten (10) working days to attach a response to the document. The written notice of suspension without pay will be included in the employee's personnel file once the ten (10) working days have passed.
- b. Demotion (*Disciplinary, Union Representation by Employee's Request*)  
The Human Resources administrator shall meet with the employee to discuss concerns and to provide the employee an opportunity to respond. The employee shall be provided with a written document referencing any previous concerns (if applicable), notification of the demotion, and when the reassignment of work duties and any change in work site will take place.  
  
The employee shall acknowledge receipt of the document (in accordance with Article 7.2) and will be provided with ten (10) working days to attach a response to the document. The written notice of demotion will be included in the employee's personnel file once the ten (10) working days have passed.

- c. Termination (*Disciplinary, Union Representation by Employee's Request*)  
The Human Resources administrator shall meet with the employee to discuss concerns and to provide the employee an opportunity to respond. The employee shall be provided with a written document referencing any previous concerns (if applicable) and the effective date of termination of employment from the District.

The employee shall acknowledge receipt of the document (in accordance with Article 7.2). The written notice of termination will be included in the employee's personnel file upon termination. The Human Resources administrator will determine whether the employee is eligible for rehire with the District.

#### 7.2.5 POST INVESTIGATION ACTION

Upon completion of an investigation of charges, a regular status employee whose discipline or discharge is then sought by the District is entitled to:

- a. A written notice of:
  - (1) The action sought by the District.
  - (2) Any charges sustained against the employee.
  - (3) The right to review the statements of witnesses, documents and investigatory reports assembled by the District upon which the action sought is based on, ten (10) business days (a business day is Monday through Friday), excluding recognized holidays from the date of the notice referred to in Article 7.2 for filing a written answer to the charges, with supporting affidavits or answer personally, orally and in writing to the Superintendent or designee.
- b. An association representative with them at all stages in the proceedings.
- c. A written decision on the employee's written answer within ten (10) working days of delivery of the answer to the District.
- d. Examination of witnesses, or a formal hearing, is not required but may be provided at the discretion of the Superintendent or designee.

#### 7.2.6 APPEAL OPTIONS

An employee may appeal an administrative demotion or discharge decision in either of the following ways: Board hearing as provided in ORS 332.544 or the contract grievance procedure.

- a. Board hearings of appeals of administrative demotion/discharge decisions will be conducted in accord with district practice and ORS 332.544.
- b. Grievance procedure appeals will be initiated by the filing of a grievance as set forth in Article 8, GRIEVANCE PROCEDURE AND ARBITRATION. Appeal of discharge will begin at Level Three of the Grievance Procedure.

#### 7.2.7 EFFECTIVE DATE

The demotion/discharge of a regular employee will be effective on the date the employee is given written notice.

#### 7.2.8 FINAL PAYCHECK

Under ORS 652.140(5) District allowed to pay on the next regular pay day upon voluntary resignation. If an employee is terminated, the District will follow BOLI law timelines.

## ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

### 8.1 PURPOSE

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

### 8.2 DEFINITIONS

8.2.1 *Grievance.* A grievance is a claim by an employee, or the Association based on an alleged violation of this Agreement or of district policies, rules or regulations, or administrative decisions affecting a staff member represented by the Association.

8.2.2 *Grievant.* A grievant is the party making the claim.

8.2.3 *Days.* The word days refers to the contractual days when the grievant is required to be in attendance.

### 8.3 REPRESENTATION AND RESPONSIBILITIES

8.3.1 Representation. A grievant may be accompanied at all stages of this procedure by an association designated representative and/or an attorney of their own choosing. The Association will have the right to be present at all stages of the procedure.

8.3.2 Group Grievance. If a contractual grievance affects a group or class of employees, the grievance may be submitted through the Association or through such grievant(s) jointly in writing to the Superintendent directly, and the processing of such grievance will commence at Level Two.

8.3.3 Timelines for group grievances will be seven (7) days longer at each level than individual grievance timelines. Group grievance timelines may be extended by mutual agreement.

8.3.4 Non-reprisal. No reprisals of any kind will be taken by any association member or representative, or by the District or any member of the administration against any participant in any grievance procedure by reason of such participation. Proven, willful and malicious dishonesty during the grievance procedure, however, may be subject to appropriate disciplinary action in accordance with Article 7. 2.

### 8.4 OPERATING LIMITS

8.4.1 Time Limits. The number of days indicated at each level as a period for action is considered a maximum. Specified time limits may, however, be extended by mutual agreement in writing. Failure to properly observe time limits as stated without such agreement will cause the grievance to become null and void.

8.4.2 Meetings and Hearings. Unless mutually agreed by the grievant, association and district, meetings and hearings under this grievance procedure will not be conducted in public unless required by public meeting law and will include only:

- a. The grievant(s) and their designated representative(s). The grievant(s) may have at least two (2) persons present under this provision, but otherwise not more than the number of district personnel and representatives.
- b. If grievances are filed jointly, designated representative(s) shall represent all joint grievant(s), but otherwise not more than the number of district personnel and representatives.
- c. Not more than five (5) district supervisory and administrative personnel and their representative.

- d. If the Association is not a grievant, nor the designated representative of a grievant, a representative of the Association.
- 8.4.3 The parties will make efforts to avoid unnecessary involvement of students in the grievance procedure.
- 8.4.4 **Written Decisions.** Decisions rendered at Level One which are unsatisfactory to the grievant and decisions rendered at subsequent levels of the procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and to the Association. Decisions rendered at Level Three will be in accordance with the procedures set forth in section 8.5.3.c of this procedure.
- 8.4.5 **Year-End Grievances.** In the event a grievance is filed by an employee working less than twelve (12) months at such a time that it cannot be processed through the steps in this procedure by the end of the school term of the grievant, by mutual agreement of the District and the Association, the time limits set forth herein may be reduced so that the procedure may be exhausted prior to the end of the school term, or as soon as is practicable.
- 8.4.6 **Forms.** Grievances will be filed on the District or the Association form which will include the following:
  - a. A precise statement of the grounds upon which the grievance is based.
  - b. The reasons why the grievant(s) considered the decision rendered unacceptable.
  - c. The Article or provision of the policy, rule, regulation, or contract allegedly misinterpreted, misapplied or violated.
  - d. The specific relief requested.
  - e. The signature of the grievant(s) and the date the grievance was signed.
- 8.5 **THE PROCEDURE**
  - 8.5.1 **Level One: Principal or Immediate Supervisor**  
**Informal Discussion.** A grievant will, within fifteen (15) days of their first knowledge of the facts upon which the grievance is based, discuss it with their principal or immediate supervisor with the objective of resolving the matter informally. However, if both the District and the Association mutually agree, Level One may be omitted, and the appeal may begin at Level Two.
  - 8.5.2 **Level Two: Human Resources**  
**Written Grievance.** If the grievant is not satisfied with the informal disposition of the grievance, they may file a written grievance with their principal, immediate supervisor, or Human Resources within ten (10) days of the informal meeting. The principal or supervisor will make a written decision within ten (10) days after receipt of the written grievance and attach it to the original written grievance. During the ten (10)-day period, the principal, immediate supervisor, or Human Resources may convene an additional informal conference by giving the parties two (2) days' notice of such conference.

8.5.3 Level Three: Superintendent

- a. Appeal. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within the required time, they may appeal in writing to the Superintendent. The notice of appeal will include a copy of the decision being appealed and the ground or grounds for contending that the decision is unacceptable. Any original paperwork submitted at the prior level shall also be included. The notice of appeal will be in writing and delivered to the Human Resources Office within ten (10) days after the aggrieved party receives notice of the Level One decision or within fifteen (15) days after presentation of the grievance if no written decision was rendered at Level One. However, if both the District and the Association mutually agree, Level Three may be omitted, and the appeal may be taken directly to Level Four.
- b. Hearing by Superintendent. Appeals to the Superintendent will be heard by the Superintendent or a designated representative within ten (10) days of the Superintendent's receipt of the appeal. Written notice of the time and place of the hearing and, if a representative is designated, a copy of such designation will be given five (5) days prior thereto to the parties in interest, the employee, and the Association.
- c. Hearing by the Superintendent's Representative. If a representative is designated by the Superintendent to conduct the hearing:
  1. The District representative will not have attended or been a part of the Level Two discussion.
  2. Within five (5) days of hearing the appeal, the District representative will render their written findings and recommended decision to the Superintendent for their decision. The District representative will provide a copy of their findings and recommended decision to all parties in interest. Within five (5) days of receipt of the District representative's recommended decision, either side may submit to the Superintendent written rebuttal evidence based on information submitted in the original grievance. Within ten (10) days of the receipt of rebuttal evidence or the appeal hearing if there is no rebuttal evidence, the Superintendent will communicate to all parties in interest their written decision, which will include supporting reasons.
  3. Once designated for a hearing, the District representative will conduct the hearing and will not be replaced during the processing of the grievance, unless required due to health or emergency.

8.5.4 Level Four: Arbitration

For disputes over the meaning, interpretation, or application of the terms of this Agreement or for setting pay scales for newly established positions.

- a. Appeal. Within ten (10) days of the decision at Level Three or if no written decision has been rendered within the required time, the aggrieved party may address to the Association a request that the decision rendered under Level Three be submitted to arbitration. If the Association so determines the grievance is meritorious, it will submit the contractual grievance to arbitration within ten (10) days after receipt of the request from the aggrieved party, which submission will be affected by notice to the District.

- b. Rules and Procedures. Subject to express provisions of this Agreement, the selection of the arbitrator and subsequent proceedings will be conducted according to the rules and procedures of the American Arbitration Association.
  - c. Arbitrator's Power. The Arbitrator will interpret the Agreement and determine if it has been violated. They will have no power to add to, subtract from, or to modify the terms of this Agreement. The Arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues submitted.
- 8.5.5 The Arbitrator may not levy general nor punitive damages nor may they require either party to pay the attorney fees of the opposite party. Their decision will be submitted to the District and to the Association and will, within the scope of their authority, be final and binding to both parties.
  - a. Costs. Cost of the arbitration, other than the costs incurred by each party in presenting its case, will be borne equally by the District and the Association.
  - b. New Evidence. Any information, materials or testimony of witnesses not previously made known to each party during Level Three of the grievance procedure may not be used in arbitration without at least seventy-two (72) hours prior notice to the other party.
  - c. Witnesses. The names of witnesses who will be used in arbitration must be known to the other party seventy-two (72) hours prior to the first arbitration session.
  - d. Civil Rights Matters. Cases involving alleged discrimination covered by Title VII of the 1964 Federal Civil Rights Act or Oregon Revised Statutes, Chapter 659, Oregon Civil Rights Law, will be grievable, but not arbitrable. Bringing a court action or seeking an administrative resolution of a grievance will act as a substitution for this grievance procedure and will constitute an election of some other remedy in place of this grievance procedure.



## ARTICLE 9 - JOB OPENINGS

### 9.1 POSTING

The District will post notices of vacant positions that provide a minimum of twenty (20) hours per week of employment for a minimum of three (3) business days internally and an additional three (3) business days externally excluding district-recognized holidays. Notification of postings will be sent out via all classified email list and posted on the district's website.

Employees who qualify for a lateral transfer may be interviewed at the end of the three (3) day internal posting or anytime during the six (6)-day (or longer) posting. If the position is not filled by an internal lateral transfer process, qualified internal and external candidates will receive consideration.

For the purpose of counting posting days during the work year, a position is considered posted effective the first day following the posting date on the Human Resources website.

During summer recess the District will email a copy of required job postings to an association representative designated by the Association Chapter President. The Association Chapter President will give the Human Resources Director written notice of the email address of the Association representative on or before June 1st each year.

The District will notify the Association Chapter President by email or in writing when vacant bargaining unit positions are filled

### 9.2 LATERAL TRANSFER

The District may elect to fill positions through a transfer between buildings or work site prior to posting a position externally as long as the transfer does not include changes in FTE status (part-time to full-time or full-time to part-time) which result in a change of benefits or result in a promotion to a higher pay range position.

Employees may apply for lateral transfers within similar benefit-eligible categories (4.00-5.99 hours, 6.00-7.99 hours, or 8.00 hours). Employees interested in applying for a voluntary transfer will submit an online district employment application.

### 9.3 APPLICATION FOR OPEN POSTION

When a vacancy for which a job posting is required in Article 9.1 occurs within the bargaining unit or a new position is negotiated by the parties to this Agreement, an employee who is part of that bargaining unit may apply for the open position by electronic, online, job posting application.

Upon regular application, current bargaining unit members will be given first consideration if the employee and outside applicants are equally qualified. In making this determination, district-selected criteria will be applied in good faith and will not be applied arbitrarily. If two (2) or more qualified present employee applicants are otherwise equally qualified, in the District's judgment, first consideration will be given on the basis of seniority.

*The District will interview a minimum of four (4) in-District candidates who apply for a position and meet the minimum job qualifications, when filling vacant positions, provided at least four (4) in-District candidates apply. In the case of a District-wide pool posting, internal candidates will need to notify the District of a maximum of four (4) worksite interests for interview purposes."*

Current staff members who apply for and are not interviewed, or are interviewed but not selected for listed vacancies, may contact the hiring supervisor or Human Resource office for additional information regarding application review and hiring process.

For District-Wide pool postings an internal candidate will provide through a letter of interest (with application) a list of no more than three (3) schools that they would be interested in interviewing for.

9.4 TEMPORARY SUMMER WORK

The District will give first consideration for temporary summer work to district employees whose regular work year ends prior to the hiring of summer temporary crews, who have satisfactory work records and who meet the District's health, fitness, and qualification standards. The District may require a fitness for duty exam prior to assignment of summer temporary work. Regular employees assigned to summer temporary work will earn sick leave for time worked and may use sick leave accrued during the regular work year. Regular employees employed in seasonal work positions in their same job title will be paid at their regular rate of pay (correct range and step). No other benefits will be accrued for summer temporary employment, and the District will not make contributions for insurance premiums for temporary seasonal employees.

9.5 TEMPORARY ADVANCEMENT IN FTE

*Temporary advancement in FTE* means an increase in assigned work hours for a part-time employee. The District will give first consideration for temporary advancement in FTE to currently employed, part-time employees with the most seniority and satisfactory work records who meet the qualifications of the position. The District may require fitness for duty examinations, at district expense, prior to assignment of additional temporary FTE. Temporary advancement in FTE will not result in additional benefits entitlement, unless the temporary advancement is in the excess of ninety (90) consecutive workdays in accordance with Article 11.2.1.b.

9.6 PROMOTIONAL TEMPORARY VACANICES

The District will make a good faith effort to assign interested bargaining unit members to fill promotional temporary vacancies.

9.6.1 Definitions:

- a. *Temporary vacancies* are positions from which regular full-time or part-time employees are temporarily absent with district approval and which the District determines must be filled during the absence.
- b. *Promotional temporary vacancies* (PTV) are temporary vacancies that provide an employee with a temporary increase in pay under Article 10.12 WORKING OUT OF RANGE or provide part-time employees with at least two (2) hours per day of additional work at the employee's regular rate of pay.

9.6.2 The District will periodically provide employees with the opportunity to indicate interest in being considered for assignment to PTVs. In the event of an absence known in advance to exceed ninety (90) workdays, the District will post the PTV.

- a. The District will give bargaining unit members, who have indicated interest, first consideration for filling PTVs.
- b. The District is not required to fill any temporary vacancy with a bargaining unit member if such assignment may be disruptive to the efficient and effective performance of work. Decisions in this regard are neither grievable nor arbitrable except as to the sole issue of whether the District's assignment practices for filling PTVs reflect a pattern over a reasonably substantial period of time of intentional evasion of the obligation to give first consideration to interested bargaining unit members.

- c. In cases of multiple employees desiring assignment to a particular PTV, the District has the sole discretion to select the employee for the assignment and the decision is neither grievable nor arbitrable.
- d. The District may initially assign a non-bargaining unit member to fill a particular PTV and then later assign a bargaining unit member.
- e. The District continues to have the sole discretion to assign employees and the fact that an employee has not requested assignment to a temporary vacancy does not preclude the District from making such an assignment.
- f. The District may, but is not required to, assign a bargaining unit member to a PTV that is created by the assignment of another bargaining unit member to a different PTV.
- g. Assignment to a PTV does not constitute employment in that job title for purposes of the layoff and recall provisions of the Agreement. Employees whose only experience in a job title is temporary replacement of an absent employee may not “bump” into such job titles during a layoff nor exercise seniority rights to be recalled to such job titles.

## ARTICLE 10 - WAGES

### 10.1 DECLASSIFICATIONS

Declassification is the process of reducing a job's essential duties with the intent and purpose of reducing the corresponding job to a lower pay range. The District shall not remove duties from any job description (declassify) any actively held job position for the purpose of lowering an employee pay range.

### 10.2 HOURLY WAGE RATES

10.2.1 Bargaining unit members shall be placed onto wage ranges and steps in accordance with the Agreement.

10.2.2 Structure of Hourly Salary Schedule. The hourly salary schedule sets the ranges and the experience increments (steps) for the Base (non-longevity) salary schedules and the 10 year, 20 years, and 25 year longevity schedules.

All Salary Schedule Steps have been established, starting July 1, 2022, at a standard 4% difference for steps A through H.

Longevity steps I and J were removed as steps, starting July 1, 2022, and reestablished as longevity salary schedules.

#### 10.2.3 Steps & Longevity STEPS

Beginning July 1, 2022 all eligible employees shall advance one step on their salary schedule.

Beginning July 1, 2023 all eligible employees shall advance one step on their salary schedule.

Beginning July 1, 2024 all eligible employees shall advance one step on their salary schedule.

#### LONGEVITY

Beginning July 1, 2022 - 10 year longevity schedule figured at an additional 3.75% of base schedule. Requires 10 years of continued service unbroken by termination or resignation.

Beginning July 1, 2022 - 20 year longevity schedule figured at an additional 7.5% of base schedule. Requires 20 years of continued service unbroken by termination or resignation.

Beginning July 1, 2022 - 25 year longevity schedule figured at an additional 11.25% of base schedule. Requires 25 years of continued service unbroken by termination or resignation.

#### 10.2.4 Cost of Living Adjustment (COLA) Increases

When calculating bargaining unit member pay for the 22-23 year, beginning July 1, 2022, a 3.5% COLA shall be applied to step A of each pay range of the base schedule. A four (4%) percent differential between steps shall then be applied to steps B-H of the base schedule. After the base schedule is calculated for July 1, 2022 a 3.75% 10 year longevity increase will be applied to each cell of the base schedule to calculate a 10 year longevity schedule, a 7.5% 20 year longevity increase will be applied to each cell of the base schedule to calculate the 20 year longevity schedule, and a 11.25% 25 year longevity increase will be applied to each cell of the base schedule to calculate the 25 year longevity schedule.

When calculating bargaining unit member pay for the 23-24 year, beginning July 1, 2023, a 4% COLA will be applied to Step A of the base schedule and a 4% differential will be applied between steps B-H on the base schedule.

Percentages will be applied to each cell of the longevity schedules as follows:

3.75% for the 10-year longevity schedule

7.5% for the 20-year longevity schedule

11.25% for the 25-year longevity schedule.

#### 10.3 AGREEMENT REOPENER

For the 2023-24 year, the parties agree to negotiate wage increases as part of a Wage and Insurance Contribution reopener in the spring of 2023.

10.4 PAYROLL AND OVERPAYMENT

Less than twelve (12)-month secretaries and administrative secretaries will be paid in twelve (12) monthly checks and will have their wages averaged. In case of overpayment to an employee, repayment of salary, wages and related costs is required and will be repaid based on the schedule agreed upon by the employee and the District.

10.5 PERS PICKUP

For the life of this Agreement, the District will assume and pay the employee's contribution to the Public Employee Retirement System for the employee members participating in the Public Employee Retirement System and/or the Oregon Public Service Retirement Plan, except that the contribution will not exceed six percent (6%).

The full amount of required employee contributions assumed or paid by the District on behalf of employees shall be considered "salary," as defined in ORS 238.005 only for the purpose of computing an employee's "final average salary" as defined in ORS 238.005 and shall not constitute additional "salary" or "other advantages," as defined in ORS 238.005, for any other purpose. Such paid employee contributions will be credited to employee accounts pursuant to ORS 238.205(4) and will be considered to be employee contributions for the purpose of ORS 238 and ORS 238A.

10.6 SHIFT DIFFERENTIAL

10.6.1 An employee working the evening shift (one beginning at 2:00 p.m. or later) will be paid an additional fifty cents (\$.50) an hour and an employee working the night shift (one beginning at 11:00 p.m. or later) will be paid an additional fifty-five cents (\$.55) an hour.

10.6.2 A day shift employee who works beyond 5:30 p.m. will be paid the evening shift differential for the actual hours worked after 3:30 pm.

10.6.3 An evening shift employee who works beyond 2:00 a.m. will be paid the night shift differential for the actual hours worked after midnight.

10.6.4 An evening shift employee who is involuntarily assigned to a day shift by their supervisor will not lose the evening shift differential while assigned to that shift.

10.7 WORKING OVER REGULAR SCHEDULE AND OVERTIME

10.7.1 If budgeted district funds for such purposes are available:  
Approved budgeted time shall be paid at the employee's regular rate of pay when the employee has not exceeded forty (40) hours in the workweek.

Approved budgeted time shall be paid at the overtime rate for any hours worked over forty (40) in the workweek. Overtime shall be compensated at one and one-half (1.5) times the employee's regular rate of hourly pay.

10.7.2 If district funds for such purposes are not available:  
Approved time beyond regular schedule shall be compensated as flex time when the employee has not exceeded forty (40) hours in any one workweek.

Approved overtime hours shall be compensated as time off at one and one-half (1.5) times the actual hours worked for the hours the employee has worked in excess of forty (40) hours in any workweek.

10.7.3 Compensatory time earned by an employee shall be used before June 1<sup>st</sup> of the work year in which it is earned on a schedule approved by the supervisor.

Compensatory time in excess of ten (10) days must be used by the employee within thirty (30) days following the week in which it was earned, on a schedule approved by the supervisor.

10.7.4 For the purpose of payment of overtime rates, the workweek begins on Monday and ends on Sunday in accordance with Article 12.2 WORKWEEK, with the exception of those employees whose contract or duty assignments specify otherwise.

10.7.5 Once the workweek is established, the schedule may not be changed to avoid the payment of overtime.

10.7.6 For the purpose of calculating overtime, paid holiday hours will be considered to be hours worked, and time worked in excess of forty (40) hours in a workweek will be considered overtime.

10.7.7 For the purpose of calculating overtime, paid leave will not be considered hours worked.

10.8 ADVANCEMENT WITHIN RANGE

10.8.1 The parties will determine annually, through collective bargaining or the process as described in Article 1 RECOGNITION, the resources to be allocated to salary schedule step increases. Except as otherwise provided in this Agreement, employees will be advanced within salary range in accord with that determination.

10.8.2 Negotiated step increases will be awarded on July 1<sup>st</sup> of each year. An employee hired or assigned to a new job title who has successfully completed their probationary period on or before June 30<sup>th</sup> of any year will receive a step increase on July 1<sup>st</sup> and each year thereafter, subject to approval of step increase by the District and the Association.

10.9 INITIAL PLACEMENT ON THE SCHEDULE

At the time an employee is newly hired, the District will designate the proper placement of the employee on the appropriate schedule on the basis of the employee's experience, preparation and job title in accordance with the Oregon Pay Equity law.

10.10 RATE OF PAY UPON HIRE INTO A HIGHER PAID JOB RANGE

10.10.1 A regular status employee who is hired into a higher pay range job title shall be placed on the higher pay range in accordance with the Oregon Pay Equity law.

An employee hired or transferred into a new job title who has successfully completed their one hundred and twenty (120) days worked probationary period on or before June 30<sup>th</sup> of any year will receive a step increase on July 1<sup>st</sup> and each year thereafter, subject to approval of step increases in the yearly classified salary schedule by the District and the Association. If the transfer is effective on the first day of the work year, any base salary increase scheduled for the new work year will be added to the salary schedule.

10.10.2 Transfer to Lower Pay Range Job Title

- a. Involuntary. An employee involuntarily transferred to a lower pay range job title shall be paid at the appropriate step for which the employee's years of experience, training and education qualifies the employee in accordance with the Oregon Pay Equity law.
- b. Voluntary. An employee voluntarily transferred to a lower-paid job title will be placed on the proper range and the corresponding step in accordance with the Oregon Pay Equity law.

10.10.3 Advancement of Maintenance I Employees. The District shall maintain a formal process for current employees hired prior to July 1, 2020, which provides for advancement from Maintenance I to Maintenance II within the department (vehicle maintenance, building maintenance, electrical maintenance, plumbing maintenance, and grounds maintenance) under the following conditions:

- a. The candidate for advancement must currently hold a Maintenance I position for a minimum of two (2) years of "Meeting Expectations" in all appropriate evaluative categories and must have at least two (2) consecutive years with no written disciplinary action at the time of advancement.
- b. Must be able to demonstrate the appropriate training techniques as prescribed and performed at the level of Maintenance II job description to the District's satisfaction.
- c. Must have the recommendation of the foreman assigned to supervise the maintenance area under consideration.
- d. The District reserves the right to advertise open maintenance positions. Candidates will be hired to a Maintenance I or II position depending on competence and years of experience.

10.10.4 Advancement of Maintenance II Employees. The District shall maintain a formal process for current employees hired prior to July 1, 2020, which provides for advancement from Maintenance II to Maintenance III within the department (vehicle maintenance, building maintenance, electrical maintenance, plumbing maintenance, and grounds maintenance) under the following conditions:

- a. The candidate for advancement must currently hold a Maintenance II position for a minimum of four (4) years of "Meeting Expectations" in all appropriate evaluative categories and must have at least two (2) consecutive years with no written disciplinary action at the time of advancement.
- b. The candidate for advancement must have forty (40) or more points at the time of advancement. Said points are obtained as follows:
  - (1) Experience—two (2) points per year. However, points would not be earned in a year in which the employee may have been subject to written discipline or received a negative annual evaluation. The employee shall receive two (2) points in any year in which they did not receive an evaluation (and was not subject to written discipline).



- (2) Approved Training:
- (a) Training within trade = two and one-half (2.5) points per eight (8) hours
  - (b) Training out of trade = one (1) point per eight (8) hours
  - (c) Supervisory training = two (2) points per eight (8) hours
  - (d) Technology training = one (1) point per eight (8) hours
  - (e) Apprenticeship training = one and one-half (1.5) points per eight (8) hours
  - (f) Act as Trainer to train maintenance staff = two and one-half (2.5) points per eight (8) hours
  - (g) On-the-Job Training (OJT) = one (1) point per year. Note: This is available only to candidates who were employees in the Maintenance Department as of April 1, 1999. A maximum of seven (7) such points may be awarded.
- (3) Training Obtained Prior to Hire. Candidates who were employees as of April 1, 1999, can obtain up to ten (10) additional points for training obtained prior to the implementation of this program. The District will calculate the maximum credit earned by a new employee prior to hire. The District will deduct two (2) points for each step credited above Step 1. The remaining points, up to ten (10) points maximum, will be granted to training received prior to service with the District. The administrator in charge of Human Resources will develop procedures for awarding such points and make a conclusive determination on any such award.
- (4) Training Program. The District will make available a minimum of eight (8) hours of approved training to maintenance employees each year. For any year when such training is not made available, each employee in a maintenance classification will automatically receive one (1) point for OJT.
- (5) Initiating Advancement. In order to initiate the process for advancement, an employee will submit to the administrator in charge of maintenance a written request for advancement to Maintenance III. The administrator in charge of maintenance will review the employee's personnel file, and using the criteria outlined in Article 10.11.4, and 10.11.5 to make a determination regarding the request. The administrator in charge of maintenance will respond to the employee within thirty (30) days of receiving the request. Upon verification by the administrator in charge of maintenance, a Recommendation for Personnel Action will be submitted to the Human Resources Department authorizing the employee's promotion to Maintenance III. The promotion will be effective on the date of approval by the appropriate administrator.

10.10.5 Advancement Sunset. Current bargaining unit members as of June 30, 2020, may advance from Maintenance I to II and from Maintenance II to III as long as they remain within these district maintenance job titles as they progress through the advancement process. New employees as of July 1, 2020, shall not be eligible for such advancement. Article 10.11.4 and 10.11.5 will sunset on June 30, 2024.

10.11 WORKING OUT OF RANGE

10.11.1 An employee assigned to perform the duties of a higher pay range bargaining unit position for more than fifty percent (50%) of the hours will be paid at the corresponding range and step. That affords a pay increase of not less than fifty cents (\$.50) per hour for all of the time worked in the higher pay range position. Such assignment will not exceed the normal work year of the employee.

10.11.2 Disputes over whether an employee has been assigned out of range will be resolved through either a process mutually developed by the parties to this Agreement or Article 8 GRIEVANCE PROCEDURE AND ARBITRATION, but not both.

10.12 EMERGENCY SCHOOL CLOSURES

10.12.1 If all district schools and facilities are closed due to emergency or inclement weather, only employees designated by the District will report to work.

10.12.2 If one or more, but not all, district schools and facilities are closed due to emergency or inclement weather, employees at non-impacted schools and facilities will report for assignment and perform their assigned duties.

10.12.3 Attendance of non-designated classified employees shall not be required when student attendance is not required due to emergency or inclement weather closure. If the Board requires students to make up days lost due to emergency or inclement weather, then all non-designated classified employees shall be required to fulfill their regular duties on those days, compensated at their rate of pay.

10.12.4 Employees designated to report when all district school and facilities are closed due to emergency or inclement weather will receive regular pay plus additional paid compensatory time on an hour-by-hour basis for time worked during the first day of emergency closure during a work year.

Employees who report to work prior to the District providing reasonable notification will be compensated for two (2) hours at their regular rate of pay. At the District's sole discretion, those employees may be required to perform duties during the two (2) hours.

10.12.5 Employees not designated to report when all district schools and facilities are closed due to emergency or inclement weather will not lose pay for the first regular employee workday missed.

10.12.6 If all district schools and facilities are closed for more than one (1) day due to emergency closure or inclement weather during the employees' work year, employees will have the following options:

- a. report for work if the District determines work is available, or
- b. take paid vacation, or
- c. take paid personal leave, or
- d. take a pay deduction, or
- e. take a non-contract day.

10.12.7 The District, in its sole discretion, may schedule make-up time for employees who miss more than one (1) workday due to emergency closure or inclement weather. Notwithstanding any other section of this Agreement, no overtime pay will be earned for such make-up time.

10.13 ELECTRONIC DEPOSIT

The Association acknowledges that the District's financial system is based on electronic transfer of funds for payment of payroll and expense reimbursements. The District requires a signed authorization form from the employee for direct deposit funds transfer. Occasional requests by employees for temporary payment by check may be honored by the District.

10.14 PAY RATES FOR MULTIPLE JOB TITLES

Employees assigned to multiple job titles will be paid the Agreement pay rate for the time the employee works in each job title.

10.15 REIMBURSABLE ALLOWANCES

10.15.1 Mileage Allowance. The District shall reimburse any classified employee for all authorized miles driven (in personally owned vehicle) on behalf of the District, required either as part of their regularly assigned duties or any special assignment, provided the employee makes suitable accounting for such authorized mileage on the District's reimbursement form and subject to the prior approval of the employee's supervisor. Authorized mileage shall be reimbursed at the rate established by the IRS. Reimbursement shall not be made for miles driving to and from the residence to their assigned district work location.

10.15.2 Daytime Travel. Employees will be reimbursed for conference fees and transportation costs. If travel does not require overnight stay, meal costs are not reimbursable, unless they are for a "working meal" and the business purpose and attendees are noted on the receipt (see section 9 of the IRS Fringe Benefit Guide).

10.15.3 Overnight Lodging. Employees will be reimbursed for all reasonable costs related to travel, including registration and other conference fees, transportation costs, meals, and incidentals (per diem rate), lodging, parking, etc. Authorized per diem rates shall be reimbursed at current rate established by the U.S. General Services Administration. In all circumstances, and if possible, overnight lodging reservations should be made prior to the stay, and a district purchase order should be utilized. In cases where a district purchase order cannot be utilized, employees may pay for the expense and be reimbursed by the District according to current district procedures.

10.15.4 Transportation Employee (Bus Driver) Exception. The exception to the daytime travel allowance will apply to transportation employees, i.e., bus drivers, that are required to travel on behalf of the District. In a circumstance that a transportation employee is required to travel out of the area during meal periods and remain with their vehicle/bus, the District will provide per diem reimbursement. Meal periods are defined as 12:00 a.m.-6:00 a.m. breakfast, 11:00 a.m.-1:00 p.m. lunch and 6:00 p.m.-11:59 p.m. dinner. Authorized per diem rates shall be reimbursed at the current rate established by the U.S. General Services Administration.

10.15.5 Pay for Required Training. Employees will be paid at regular wages for all time taken in training classes required by the District. The District will pay for all fees for the required training classes as well as for those that the District feels are to its benefit as well as the employee's. Training outside the normal work schedule shall also be paid time.

10.15.6 Job-Related Physical Examinations. The District will pay the full cost for physical examinations required as a condition of employment. Such examinations will be performed by a physician selected by the District.

10.16 CLASSIFIED STIPENDS FOR FOOD SERVICE

10.16.1 Uniform Stipend for Food Service Employees. For regularly employed food service employees in the bargaining unit who are required by the District to wear uniform dress, except substitutes, will be made as follows:

Effective July 1, 2022, all food service employees shall receive a uniform stipend of forty dollars (\$40.00) per month regardless of the number of hours worked per day based on a ten (10)-month year. This stipend replaces the thirty – seven (\$37.00) uniform allowance in place between July 1, 2020 and June 30, 2022.

The purpose of the uniform stipend is to reimburse employees for the purchase of required uniforms and shoes as well as the laundering of uniforms. Food service employees will adhere to district guidelines for maintaining a professional appearance.

## ARTICLE 11 - HEALTH AND WELFARE BENEFITS

### 11.1 JOINT INSURANCE COMMITTEE

11.1.1 The District and the Associations that represent all employees in the Springfield School District (Oregon School Employees Association, Springfield Education Association, Springfield Association of Administrators and Confidential employees have established a Joint Insurance Committee composed of three (3) members appointed by each association and three (3) members appointed by the District. Other district employees or retirees may attend Joint Insurance Committee meetings by invitation of the District or any of the associations. Contractors or agents of the District may also attend Joint Insurance Committee meetings by invitation only.

11.1.2 The Committee's task is to advise the District and Association(s) regarding medical, dental and vision insurance coverage plan designs and carrier for active employees and retired employees who are contractually covered by such insurance. In addition, the Joint Insurance Committee may consider other issues as requested by the District or any of the associations, except that the Joint Insurance Committee will not consider issues arising from disputes over interpretation of negotiated contract language/procedures between an individual association and the District.

11.1.3 Individual associations will bargain the District contribution levels during regularly scheduled bargaining sessions.

11.1.4 If decisions are required by the Committee, the Association and the District agree to use a consensus model to resolve such decisions. If consensus cannot be reached, voting will be done with each group having the following number of votes:

SEA- three (3) votes

OSEA- three (3) votes

SAAC- two (2) votes

District- one (1) vote

### 11.2 DISTRICT INSURANCE CONTRIBUTION 2022-23

Beginning with the October 2022 premium payment and continuing until the next premium renewal, the District will contribute an amount up to but not exceeding one thousand two hundred forty dollars (\$1,240.00) in district contribution toward employee dental, vision, and medical insurance. District contribution toward full-time and part-time employees assigned to a position scheduled to work a minimum of four (4) hours per day on a prorated basis. The contributions will be in accordance with the schedule in this Article and will not exceed the premium cost.

11.2.1 The District will base the employee's prorated insurance on the daily hours assigned to the employee in the classified staffing plan in October.

- a. If an employee's hours are reduced after October 31<sup>st</sup>, the District will maintain its prorated contribution to the employee's insurance based on their assignment in the approved classified plan. Voluntary reductions in hours will result in a reduction in district insurance contribution, if applicable.

- b. If the hours of an employee who is scheduled to work at least four (4) hours\* are increased and that increase will exceed ninety (90) workdays, the District's prorated contribution for insurance will increase effective with the change in hours in accordance with the schedule in Article 11.2.2. \*(Note to administrators/supervisors: It is the responsibility of the administrator or supervisors to ensure that such an increase is pre-approved through the Recommendation for Personnel Action Form.)

11.2.2 Prorated District Contribution. For 2022-2023 the District will prorate it's insurance contribution toward an employee's insurance based on the hours assigned to that employee:

HOURS	CONTRIBUTION 2022-23
4.0 hours to 5.99 hours	62.5% \$791
6.0 hours to 7.99 hours	80.75% \$1021
8.0 hours	100% \$1265

### 11.3 DISTRICT INSURANCE CONTRIBUTION 2023-2024

11.3.1 Prorated District Contribution. For 2023-2024 the District will prorate it's insurance contribution toward an employee's insurance based on the hours assigned to that employee:

HOURS	CONTRIBUTION 2023-2024
4.0 hours to 5.99 hours	62.5% \$806
6.0 hours to 7.99 hours	80.75% \$1042
8.0 hours	100% \$1290

11.3.2 The District will base the employee's prorated insurance on the daily hours assigned to the employee in the classified staffing plan in October.

- a. If an employee's hours are reduced after October 31<sup>st</sup>, the District will maintain its prorated contribution to the employee's insurance based on their assignment in the approved classified plan. Voluntary reductions in hours will result in a reduction in district insurance contribution, if applicable.
- b. If the hours of an employee who is scheduled to work at least four (4) hours\* are increased and that increase will exceed ninety (90) workdays, the District's prorated contribution for insurance will increase effective with the change in hours in accordance with the schedule in Article 11.2.2. \*(Note to administrators/supervisors: It is the responsibility of the administrator or supervisors to ensure that such an increase is pre-approved through the Recommendation for Personnel Action Form.)

### 11.3.3 AGREEMENT REOPENER

For the 2024-25 year, the parties agree to negotiate wage increases as part of a Wage and Insurance Contribution reopener in the spring of 2024.

### 11.4 WAIVER OF INSURANCE

Employees have the right to waive insurance coverage.

### 11.5 LESS THAN FOUR (4)-HOUR EMPLOYEES

Regular part-time employees whose assigned work hours are less than four (4) are not eligible for benefits under the medical, dental, and vision insurance program, except under the following conditions:

- 11.5.1 If the hours of an employee with less than four (4) assigned hours are temporarily increased for more than ninety (90) workdays, the employee will become eligible for benefits under the District's medical, dental, and vision plan and will remain so until their work hours return to less than four (4) hours.
- 11.5.2 When the work hours return to less than four (4) hours, the employee will no longer be eligible for the District medical, dental, and vision insurance programs.
- 11.5.3 If the hours are reduced under four (4) hours after the employee has received benefits under Article 11.5.1, the employee will receive benefits through the last month their hours were four (4) or greater.
- 11.5.4 If the employee is reduced to under four (4) hours and again is brought back to four (4) hours or more status, the employee will be reinstated into benefit eligibility.
- 11.6 **COBRA CONTINUING COVERAGE**  
Eligible employees may elect COBRA continuation coverage under terms expressly permitted by law. COBRA continuation coverage will be at the employee's expense.
- 11.7 **EMPLOYEE OUT-OF-POCKET**  
The Association and the District jointly retain the right to modify employee out-of-pocket payments in order to cover the actual cost of insurance in excess of the District's contribution.
- 11.8 **SECTION 125 CAFETERIA BENEFITS PLAN**  
The District will maintain a Cafeteria Benefits Plan to provide compensation alternative for qualifying employees, retirees, and their dependents. The District will publish guidelines for the plan annually.
- 11.9 **MEDICAL EXAMINATION**  
If the District believes the employee is not able to perform assigned work responsibilities due to physical or other inability, the District has the right to require a medical examination at the expense of the District. If the employee must miss work due to the District-required medical examination appointment, the District will cover the employee's leave time, and it will not be charged against the employee's leave balances.
- 11.10 **LIABILITY PROTECTION**  
The District will provide liability protection for the employees in the bargaining unit as provided in ORS 30.285 and other applicable laws.
- 11.11 **LONG-TERM DISABILITY INSURANCE – ELIGIBLE EMPLOYEES**  
The District will provide long-term disability insurance (LTD) for regular employees who qualify by working in an assigned position of six (6) hours per day or thirty (30) hours or more per week. The benefit shall begin after completing six (6) months in a qualifying position. Coverage and provisions under long-term disability will be substantially equivalent to those carried in the Standard Insurance Company LTD program.

## ARTICLE 12 - WORK HOURS AND CONDITIONS

### 12.1 WORKDAY

The workday for full-time employees will be eight (8) hours, exclusive of a meal period. The District may implement an alternative full-time schedule after consultation with the Association.

### 12.2 WORKWEEK

12.2.1 For employees hired prior to July 1, 1997, the workweek will commence on Monday at 12:00 a.m. and conclude on the following Sunday at 11:59 p.m. The work schedule will be Monday through Friday. Employees may voluntarily agree to work on Saturday and Sunday and overtime pay will be paid only when it causes the pay period to exceed forty (40) hours for that week. In the event of an emergency, the District may require an employee to work on Saturday or Sunday, or both. This section is subject, however, to the provisions of ORS 653.268.

12.2.2 For employees hired on or after July 1, 1997, or employees who change job titles or job classifications, the workweek will commence on Monday at 12:00 a.m. and conclude on the following Sunday at 11:59 p.m. The work schedule may be any five (5)-day period during the week. Employees may volunteer to work on their assigned weekends, and overtime pay will be paid only when it causes the pay period to exceed forty (40) hours for that week. In the event of an emergency, the District may require an employee to work a non-scheduled day. This section is subject, however, to the provisions of ORS 653.268.

### 12.3 REST AND MEAL PERIODS

#### 12.3.1 Entitlements

##### a. Rest Periods

Employees whose workday is scheduled for at least two (2) hours and one (1) minute, through six (6) hours in one (1) work period will receive a ten (10)-minute paid break.

Bus Drivers will follow the rules of FMCSA (Federal Motor Carrier Safety Administration), fifteen (15) minute paid break after each three (3) hour segment of driving.

Employees scheduled for at least a continuous six (6)-hour and one (1) minute but less than eight (8)-hour workday will receive a fifteen (15)-minute paid break.

Employees scheduled for a continuous eight (8)-hour workday will receive two (2) fifteen (15)-minute paid breaks.

##### b. Meal Periods

Employees scheduled for at least a continuous five (5)-hour and up to eight (8)-hour workday will receive a minimum of thirty (30) minutes for an unpaid meal period.

##### c. Solely for the purpose of Article 12.3.1, the unpaid meal period does not break the continuity of a scheduled workday. Nevertheless, in computing entitlement to paid breaks, unpaid meal periods do not count as work time.

##### d. For the purpose of this Article, drivers will comply with state and federal laws.



12.3.2 Meal and Break Schedules. The District will comply with state laws regarding meal and break schedules:

- a. Rest periods must be taken in addition to and separately from required meal periods. The rest period should be taken as nearly as possible in the middle of the work segment. It is prohibited for an employer to allow employees to add the rest period to a meal period or to deduct rest periods from the beginning or end of the employees work shift.
- b. Employees must take their scheduled rest and meal period breaks unless there are unforeseeable equipment failures, acts of nature or other exceptional and unanticipated circumstances that only rarely and temporarily preclude their ability to do so. Employees who miss any portion of a meal period due to these circumstances shall be paid for their entire meal period according to BOLI law.

12.3.3 A full-time employee required to work more than two (2) hours beyond the end of a regular shift will be provided an additional thirty (30)-minute unpaid meal period upon request except in emergency. An employee required to work more than six (6) hours beyond the end of a regular shift must be provided with an additional meal period.

#### 12.4 EMERGENCY CALL BACK/SHOW UP

12.4.1 Emergency Call Back Pay applies to situations where an employee is called back to work after the employee's regularly scheduled workday. When this occurs, the employee will be paid a minimum of two (2) hours for the work for which they are called back at the rate of time and one-half (1 1/2) of the employee's regular rate of pay.

12.4.2 Show-Up Pay applies to employees whose regular work schedule is at least two (2) hours per day. Employees will receive two (2) hours show-up pay for reporting to work as scheduled unless the District has made a timely effort to provide notice in advance not to report when school(s) are closed due to an emergency closure.

#### 12.5 RECLASSIFICATION, NEW OR MODIFIED JOB DESCRIPTION

12.5.1 A position reclassification is the assignment of a new job profile and/or grade profile to an existing position. Human Resources bases this change on an evaluation of the duties, responsibilities, scope, impact, and minimum qualifications of the position. The evaluation may result in a change to the job profile and range profile; and, in some cases, to the job family. A reclassification request should not be based on an employee's rate of pay, length of service, special training or experience not required for the job, volume, quality, or quantity of work. Incumbents in reclassified positions typically retain the majority (50% or more) of their prior job duties and assume additional duties.

The Office of Human Resources will periodically review current position classifications and relationships between jobs to ensure that position classifications and salary ranges are equitable and competitive. Generally accepted compensation analysis methodologies and techniques (e.g., market conditions, benchmark data, salary surveys, job analysis, position reviews, etc.) will be considered during this process. Upon conclusion of the review, the Office of Human Resources will make appropriate recommendations to the Superintendent or designee regarding the need for a job reclassification and a plan for implementation. The implementation plan will include a recommendation for placing incumbents in the new classification and an estimate of associated costs. Reclassification request procedures and forms may be found on the District's intranet site or requested through the Office of Human Resources.

- 12.5.2 If, following the discussion, the Association does not agree with the District-assigned pay range, the Association may, within ten (10) days after the date of the notice, submit the issue as a grievance at Level Four Arbitration. The District may implement the established pay rate before a final decision is made by an arbitrator. If a higher rate is set by the arbitrator, it will be retroactive to the date of employment or job description modification.
- 12.5.3 No current employee will be paid at a lower rate of pay as a result of the implementation of a modified job description or a changed pay range for the position they are working.
- 12.5.4 The District will not be obligated to negotiate the contents of job descriptions. The District will propose all new or modified job descriptions to the Association for review. The District will continue to utilize the Pay Equity guidance and provide modified or new job descriptions to OSEA for review.
- 12.6 PERSONNEL RECORDS
- 12.6.1 An employee's official personnel file(s) will be open for inspection by the employee during regular Human Resources office hours and must be done in the presence of a Human Resources staff member. An association designated representative will be given access to the employee's personnel file and/or copies of the personnel documents upon the written permission of the employee.
- 12.6.2 Any information of a critical nature placed in an employee's official personnel file will be signed by the employee and the employee will be given a copy. The employee's signature does not indicate that there is agreement with the information contained within the document but only that the document has been presented to the employee. If the employee refuses to sign, the District representative will indicate the employee's refusal to sign and then sign and date the document. The employee will have the right to attach a written statement of explanation or rebuttal to the document or any information which the employee believes to be incorrect or derogatory to the employee. Employees may request removal of information of a critical nature in accordance with district procedures (Board Policy GBL).
- 12.7 EXTRA DUTY ASSIGNMENTS
- Classified employees may apply for extra duty assignments offered by the District such as coaching, extracurricular activities and activity leader positions. If selected for an assignment, the following conditions will apply:
- a. The compensation for the extra duty assignment will be equivalent to that established in the current Springfield certified bargaining agreement.
  - b. Hours spent in the extra duty assignment shall not count towards established overtime eligibility for the employee.
  - c. The existing rates of pay for an extra duty assignment may be hourly, seasonal, a stipend, or qualified as extended season pay.
  - d. The pay for any extra duty assignment will be the only monetary compensation for the time spent in the assignment.
  - e. The District will accommodate the scheduling of these activities for the employee without loss of pay. This does not apply to practice days but will apply to game or event days that affect the staff member's normal workday. Paid time away from their regular job assignments working as a district coach on game or event days shall be entered as coaching time (CH) on employee timecards.

- f. Classified employees provide extra duty assignment services entirely on a voluntary basis, and both the District and the employee may terminate such services at any time.

#### 12.8 OUTSIDE EMPLOYMENT

Outside employment is not subject to regulation by the District unless, in the opinion of the District, it interferes with or impairs the employee's effectiveness in their assignment. Any employee contemplating outside employment is encouraged to discuss it with their supervisor so that the nature of the work and the amount of time required may be understood.

## ARTICLE 13 - HOLIDAY AND VACATION

### 13.1 HOLIDAYS AND HOLIDAY PAY

The following days are paid holidays for regular employees.

#### 13.1.1 Twelve (12)-Month Employees

New Year's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day\*  
Christmas Day

#### 13.1.2 Less than Twelve (12)-Month Employees

New Year's Day  
Memorial Day  
  
Labor Day\*\*  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day\*  
Christmas Day

13.1.3 Regular employees will be compensated for the designated holiday as though they had worked a regular schedule for the day, provided the employee is on duty or paid leave the workdays immediately before and after the holiday. Employees assigned a regular work schedule of less than five (5) days per week will receive holiday pay when a holiday falls on one of the employee's regularly scheduled workdays, provided the employee is on duty or paid leave the workdays immediately before and after the holiday.

13.1.4 \*CHRISTMAS EVE DAY will be a paid holiday for employees only when Christmas Day falls on a Tuesday, Wednesday, Thursday, or Friday.

13.1.5 Paid holiday on June 19th for 12 months (261-day employees), and Non-Contract day for less than 12-month employees. When holiday falls on a Saturday it will be observed on Friday before and when the holiday falls on a Sunday it will fall on the Monday after.

13.1.6 \*\*LABOR DAY FOR LESS THAN TWELVE (12)-MONTH: Employees who work less than twelve (12) months, who are required to work a minimum of five (5) days the four (4) weeks prior to the Labor Day holiday will receive holiday pay. Employees who work less than twelve (12) months who are required to work four (4) or fewer days prior to the Labor Day holiday will not receive holiday pay. This will apply to optional training opportunities.

### 13.2 QUALIFICATIONS

When a paid holiday falls on a Sunday, the following Monday will be a paid holiday, and when a holiday falls on a Saturday, the preceding Friday will be a paid holiday.

### 13.3 VARIABLE-HOUR TRANSPORTATION EMPLOYEES

13.3.1 Variable-hour transportation employees will earn holiday pay based on the employees' assigned hours.

13.3.2. Variable-hour transportation employees will be paid for holidays based on the employees' assigned hours.

### 13.4 WORKED HOLIDAYS

13.4.1 An employee required to work on a holiday designated in Article 13.1.1 and 13.1.2 will receive regular pay for the hours actually worked plus holiday pay, if eligible.

#### 13.4.2 Holidays for Employees Working Tuesday through Saturday Schedules

- a. If a holiday falls within the employee's normal work week, the employee will have the holiday as a paid non-workday.
- b. If a holiday occurs on a Monday, the employee will receive a paid holiday on the Tuesday following the Monday holiday.

#### 13.5 VACATIONS - TWELVE (12)-MONTH EMPLOYEES

##### 13.5.1 Full-Time Employees. All new employees or current employees moving to positions that include vacation.

Upon completion of each work year, July 1<sup>st</sup> to June 30<sup>th</sup>, of employment, the employee is eligible for sixteen (16) vacation days. No entitlement to additional vacation will be earned, regardless of years of service. Employees currently earning twenty (20) days of vacation time are considered "option 2" employees, and only these employees will continue to earn twenty (20) days of vacation time per year.

13.5.1a Beginning the 23-24 school year, one (1) additional vacation day will be added to all vacation eligible employees

##### 13.5.2 Proration. Vacation time for a new twelve (12)-month employees shall be pro-rated based on the number of months worked for the year beginning on July 1 and ending June 30<sup>th</sup> and awarded the beginning of the next fiscal year (July 1<sup>st</sup>).

##### 13.5.3 Part-Time Employees. Twelve (12)-month, part-time employees who have worked or been on paid status a full twelve (12) months, July 1 to June 30, will be granted paid vacation time on a pro-rated basis. The number of hours granted will be based on the number of hours the employee worked during the year related to two thousand eighty (2080) hours and are entitled to earn paid vacation days based of their FTE on the first (1<sup>st</sup>) day of employment and earned days will be awarded July 1<sup>st</sup> of each year.

##### 13.5.4 Vacation leave may be used for any reason at the discretion of the employee.

##### 13.5.5 All vacation leave must be approved by the immediate supervisor with consideration for the needs of the District operation. Vacation leave shall be approved and allowed for all employees wishing to use it as equitably as practicable.

##### 13.5.6 Vacation leave may, with the approval of the immediate supervisor, be taken at any time during the work year after it has been earned.

##### 13.5.7 Disruption to Vacation. An employee may request a disruption in vacation for a serious illness or injury to themselves or to care for an immediate family member whom a doctor has issued a certificate stating that the employee is seriously ill or injured or is responsible for an immediate family member who is seriously ill or injured. The request for a disruption in vacation would trigger the FMLA and or OFLA process. If FMLA and/or OFLA is approved, then the disruption in vacation would be approved. This provision is not meant to exceed the timelines contained within FMLA or OFLA.

- 13.6 VACATIONS – LESS THAN TWELVE (12)-MONTH EMPLOYEES  
Employees working less than twelve (12) months are not eligible for paid vacation time. Temporary summer employment does not count toward twelve (12)-month employment for purposes of earning vacation.
- 13.7 ACCUMULATION  
Supervisors and employees will communicate on a periodic basis to schedule vacation time. If vacation days remain at the end of the work year, up to six (6) days may be scheduled for carryover into the new work year. At the District's sole discretion, vacation earned during a work year may be taken prior to the end of the same year.
- 13.8 ACCRUAL  
Employees do not earn vacation during a leave of absence without pay.
- 13.9 COMPENSATION AT TERMINATION  
A regular employee who has given the District a two (2)-week notice of resignation and has been employed by the District for at least six (6) months will receive pay for accrued, unused vacation prorated to the last day worked in their final paycheck.
- Final pay checks will be issued in accordance with the timelines of the Bureau of Labor and Industries (BOLI).
- 13.10 HOLIDAY DURING VACATION  
When a holiday listed in Article 13.1.1 and 13.1.2, for which the employee would be eligible (if working) falls on a workday during an employee's vacation, the vacation will be extended by one (1) day.

## ARTICLE 14 - LAYOFF/RECALL

### 14.1 LAYOFF

14.1.1 The District will determine when layoffs are necessary and which program areas will be affected.

#### 14.1.2. Definitions:

- a. *Seniority* means the length of an employee's service with the District and is measured from the first day of actual service in a regular position in the school district unbroken by: 1. termination or 2. unpaid leave exceeding twelve (12) consecutive weeks described in this Article. Substitute service and service in a position outside the bargaining unit will not be counted in computing seniority.
- b. *Termination* means severance from employment such as absence without leave, resignation or dismissal.
- c. *Layoff* refers to one (1) of the following changes in employment status due to revenue shortfalls or administrative decisions to make program or work force modifications:
  - (1) The termination of employment, or reduction to part-time, of a full-time employee.
  - (2) The reduction of a part-time employee, from working at least four (4) hours per day (.5 to .99 FTE), to less than four (4) hours per day (.5 FTE). Layoff does not include any other adjustment of part-time employees' FTE.
  - (3) Layoff exceeding twelve (12) consecutive weeks as described in this Article.
- d. *Bumped Employees* are those who have been replaced in their current assignment by a more senior, or more skilled, employee due to a district decision to eliminate a position, reduce a full-time position to part-time or reduce a .5 FTE to .99 FTE position to less than four (4) hours (.5 FTE). Seniority-based bumping may occur only to positions at the same or lower pay range within the current job family or in a job family the employee has previous district work experience.
- e. *Displaced Employees* are those full-time employees whose positions have been eliminated or reduced from full-time to part-time and those part-time employees, working at least four (4) hours per day (.5 to .99 FTE), whose positions are reduced to less than four hours (.5 FTE).
- f. *Classification* refers to job roles based on the nature of the work. A classification includes jobs with similar attributes and skills. The Job Family Classification includes types of work provided to the District in the areas of: Building and Maintenance Services, Custodial Services, Educational Assistant, Office and Support – Central Office, Office and Support – School Building, Nutrition Services, Print Services, Technology Services, Transportation – Maintenance, Transportation – Bus Services, Warehouse (Located in Appendix I).
- g. *Job Family* refers to a group of job titles within a classification which are related by services provided. Job titles in a Job Family require increasing levels of similar knowledge, skills, training, and abilities. There may be only one (1) job title in a job family. Job Families are helpful in determining bumping during times of layoff and recall. For layoff and bumping purposes, bumping shall only occur within the Job Family.

14.1.3 Seniority Accrual. Seniority will cease to accrue at the end of twelve (12) consecutive weeks for unpaid leave and layoff, and upon termination. Seniority will begin accruing once again upon return from such a leave or layoff.

14.1.4 Order of Layoff. When the District determines the need to reduce the work force through layoff, employees will be selected for displacement or layoff beginning with the least senior of those in the District in the job classification(s) affected, provided that the District may elect to retain a less senior employee who has a special occupational skill. If the Association disagrees with the District's determination that a less senior employee should be retained based on the District's need for the employee's special occupational skill, and the parties are unable to resolve the dispute informally, the dispute will be resolved by expedited referral to Article 8.5.4 Level Four: Arbitration. In addition to the provisions of Article 8.5.4, the arbitrator is expressly directed by the parties that the District's decision will be upheld unless the arbitrator determines that it is without sufficient rational basis.

Application of any other standard by the arbitrator will render the arbitrator's decision null and void and the District's decision will stand. The parties may elect to submit written briefs to the arbitrator in lieu of a hearing.

14.1.5 Employees who have been displaced and who would otherwise be laid off may "bump" the least senior employee who is assigned at the same or a lower pay range, and is not designated as having a special occupational skill in:

- a. Another job title in the same classification, provided the displaced employee has been previously employed by the District in that job title, or
- b. The job title, in another classification, in which the displaced employee has previous district experience and meets the qualifications of the position.

Temporary assignment to a job title does not constitute employment in the job title for the purpose of this Article.

14.1.6 Notice. Employees to be laid off will be given written notice at least fifteen (15) calendar days in advance of the layoff. When possible, for employees expected to be laid-off for the next academic year, they will be notified prior to their last day of work in the current year.

14.1.7 Tied Seniority. If two (2) or more employees in a job title being eliminated, reduced from full time to part-time, or reduced to less than four (4) hours (.5 FTE) have equivalent seniority, and neither is designated as having a special occupational skill, the tie(s) will be broken by drawing lots.

14.1.8 Pay Following Displacement. An employee who is displaced and subsequently bumps a less senior employee will be placed on the appropriate pay range for the new position according to the District's initial salary placement guidelines and in accordance with Oregon Pay Equity Law.

14.1.9 Reduction in Hours. From time to time the District may need to adjust the hours of classified positions. Recognizing the need for temporary adjustments in schedules and hours of work, procedures called for in this Article will only apply when a reduction in hours or workdays causes a loss of benefit.

For the purposes of determining the loss of benefits, specifically, this section applies to an eight (8)-hour employee whose FTE is reduced or a part-time employee, assigned at four (4) to under eight (8) hours (.5 to .99 FTE), whose FTE is reduced below four (4) hours (.5 FTE).



When it becomes necessary to temporarily reduce the FTE of employees within a building or work location, the District will attempt to make the reduction in an inverse order of seniority among all the employees holding the job title affected by reduction within that building or work location. When a reduction in hours is made and not in accordance with inverse order of seniority within the building or work location, the supervisor shall notify the effected employee no later than ten (10) working days before the employees scheduled return to work. This provision does not pertain to variable hour transportation employees unless it takes them below the minimum hours of their assignment. Exceptions to reduction in inverse order of seniority may be made in accord with the procedures for considering special occupational skills described in section 14.1.4 of this Article.

As additional employment becomes available, employees whose FTE has previously been reduced below eight (8) hours (1.0 FTE) or below four (4) hours (.5 FTE) may be offered that additional FTE in order of seniority. The right to an increase in FTE after a reduction applies to the building and work site of the employee and does not include increased FTE rights in another building or another assignment.

## 14.2 RECALL

14.2.1 Order of Recall. Employees laid off will be placed on a numerical layoff list in order of seniority for up to twenty-seven (27) months. Employees will be recalled by seniority to vacancies in the job title from which the employee was laid off or to vacancies in job titles at the same or lower pay range than the job title for which the employee was laid off and for which the employee meets the experience requirements described in sections 14.1.5.a and 14.1.5.b of this Article.

An employee may decline recall, without loss of recall rights, to any position which provides less than eighty percent (80%) of the annual salary, as of the effective date of the layoff, of the position from which the employee was laid off. However, an employee who accepts a position from recall will be removed from the recall list and will have no further recall rights under this Article.

14.2.2 Qualifications for Recall Rights. To qualify for recall, the employee must notify the Human Resources Office in writing requesting to be placed on the recall list. The notification must be received in the Human Resources Office no later than the effective date of layoff. The written notification will include an address for recall notification.

14.2.3 Recall Procedures. The District will notify employees of recall by telephone and by certified mail, return receipt requested, sent to the last address the employee has provided in writing to the Human Resources Office for recall notification or by personal delivery. Employees who are recalled will have seven (7) calendar days from the mailing or personal delivery of such notice to notify the District Human Resources Office in writing of intent to return to employment. Twelve (12)-month employees must return within seven (7) calendar days of the date of acceptance of recall. Less than twelve (12)-month employees must return within seven (7) calendar days of acceptance of recall or, if recall is during a recess period for the employee's job title, return will be on the first scheduled report date for that position. Failure of the employee to provide timely notice of acceptance of recall or failure to report within the timelines provided by this Article, or failure to accept a position that meets the salary qualifications of this Article, will constitute termination of an employee's rights to recall and the employee's right to employment with the District.

14.2.4 Benefits Upon Recall. Following recall, the employee's benefits accumulated prior to layoff will be restored. No benefits will be accrued during layoff.

## ARTICLE 15 – LEAVES OF ABSENCE

### 15.1 SICK LEAVE

An employee may accrue paid leave for an absence due to the employee's illness, injury, or quarantine, and for the illness, injury, or quarantine of a member of their family that requires the employee's presence.

For an illness or injury of an employee or an employee's family member for five (5) days or more, the employee must contact the Human Resources office.

#### 15.1.1 Definitions:

- a. *Day*: The number of hours in the employee's assigned regular workday, as per assignment letter. For transportation employees or other variable-hour employees designated by the District and the Association, the term "day" will mean the average number of hours in the days worked in the prior month. For employees whose regular work schedule is less than five (5) days per week, "day" will mean the total number of hours worked per week divided by five (5).
- b. *Family Member*: To enable employees to be near family members during times of emergency and periods of needed care, the individuals with relationships with the employee shall be considered family members. Spouse/same-sex domestic partner or any of the following persons who have relationship to either the employee or the employee's spouse, such as: son, daughter, mother, father, sister, brother, aunt, uncle, niece, nephew, grandparent, grandchild, or the spouse of any of the above or residents of the employee's home such as foster children, exchange students and roommates, thereof, any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship; residents of the employee's home such as foster children, exchange students and roommates; and any other individual who is newly added according to state or federal leave laws.

#### 15.1.2 Accrual of Sick Leave

- a. Employees will earn one (1) day of sick leave for each month employed based upon their assigned workday for each month worked. The employee's sick leave account will be credited on the first day of the month following the month the sick leave was earned. An unlimited number of sick leave days may be accumulated.
- b. Newly hired employees, upon reporting for work, will be allowed the use of up to six (6) days of sick leave, which must be earned by subsequent service.
- c. Variable-hour transportation employees will accrue sick leave based on the average hours worked the previous month. "Previous month" is defined as the month prior to the 15<sup>th</sup> of the month payday (for example: the May 15<sup>th</sup> payroll represents average hours worked in April).

#### 15.1.3 Approval. Requests to have absences charged to sick leave will be submitted to the employee's supervisor or, in the supervisor's absence, the Human Resources Department, and approval will be subject to the terms of this Agreement.

#### 15.1.4 Term of Leave. Employees will receive pay for absences that qualify as sick leave, up to the total amount of earned, unused sick leave. Pay will be based on the number of hours the employee was scheduled to work on the day of the absence.

- 15.1.5 Exhaustion of Sick Leave. Absences for employee's or qualifying family member's illness or injury after accrued sick leave is exhausted will be without pay, and the entitlement to such leave will be in accord with the Board policy and applicable leave laws. Compensatory time, vacation, then personal leave will be deducted in cases when an employee requests sick leave and the employee has exhausted all available sick leave. All sick leave paid personal leave and accumulated paid vacation must be exhausted before an employee can use unpaid leave.

The continued employment of employees who have exhausted all paid and unpaid leave contractually allowed will be at the discretion of the District and in accordance with state and federal medical leave laws.

- 15.1.6 Return to Work. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the District or furnish a medical provider's verification of health prior to returning to work.
- 15.1.7 Reimbursement. If an employee has been paid for more days of sick leave than were earned as of the effective date of termination of employment, the District will be reimbursed from the employee's final paycheck for any unearned sick leave for which pay was received.
- 15.1.8 Wrongful Claims. Any employee obtaining sick leave benefits by fraud, deceit or falsified statement will be subject to discipline or discharge.
- 15.1.9 Sick Leave and Workers Compensation. In the event of an injury compensable under Workers Compensation insurance and doctor's authorization of time off work, sick leave will be used during a three (3)-day waiting period, as required by state law.

Thereafter, sick leave payments will not be made unless the absence due to Workers Compensation eligible injury extends for five (5) months. After five (5) months on Workers Compensation, employees may use sick leave for the difference between Workers Compensation payments and net regular pay earned prior to the injury. Employees denied Workers Compensation, and who have exhausted sick leave, may apply for unpaid illness/injury leave in accord with Board policy and state and federal leave laws.

- a. The District will comply with ORS 743.530, Continuation of Benefits After Injury or Illness Covered by Workers Compensation, and state and federal leave laws.
  - b. If the staff member has an accepted Workers' Compensation claim as a result of being intentionally injured by a student and is absent from work in excess of ten (10) workdays and unable to perform regular duties, the District will pay the difference between the employee's regular salary and worker's compensation benefits beginning after the tenth day of absence for the remaining period of absence or until the Workers' Compensation claim is closed. The employee's sick leave will not be affected.
- 15.1.10 Short-Term Disability
- a. Employees who suffer illness or injury not covered by the District's Workers Compensation insurance may be entitled to an advancement of sick leave under the following conditions.
    - (1) The employee must be totally disabled with respect to the duties of the regular assignment, as verified by competent medical evidence, and must continue to be disabled during the term the benefits of this section are received. Disability that extends only to extra-duty assignments or other special assignments beyond the regular assignment is not covered by this Article.

The District may require an examination by its physician, at district expense, to determine whether disability, as defined in this section, exists, or continues to exist. For any purpose of determining disability connected with this Article, the District physician's conclusion will be the final determination and is not subject to review.

- (2) The employee must meet all of the conditions for eligibility for the District's long-term disability insurance except completion of the waiting period for the initiation of benefits.
  - (3) The employee must exhaust all accrued, paid leave, such as sick leave, vacation and paid personal leave, before any advancement of sick leave may be made.
- b. For employees meeting these eligibility requirements, the District will advance sick leave, not to exceed forty (40) days, after the onset of disability and exhaustion of paid leave up to the earliest occurrence of the following:
  - (1) the completion of the waiting period for eligibility for the District's long-term disability insurance program, or
  - (2) forty (40) workdays, or
  - (3) the date the employee no longer is totally disabled.
- c. When physically able to do so, the employee will execute a promissory note with the District.
  - (1) The note will provide for repayment to the District of all salary paid to the employee during the term of sick leave advancement and
    - (a) all costs of substitute employees hired to replace the employee during the period of sick leave advancement or
    - (b) the costs of a regular employee paid working out of range (see Article 10.12.1 pay to cover the absence, whichever is the lesser of the two.
  - (2) Repayment will be made on a mutually acceptable schedule, not to exceed five (5) calendar years from the date of return to duty and will be by payroll deduction.
  - (3) If the employee refuses to execute the promissory note or does not return to work for the District upon medical release, advancement of sick leave will cease and the full amount of the salary paid, substitute, or WOR (working out of range) costs described in this Article will be due and payable to the District immediately.
  - (4) Enforcement of the note may be pursued in any legal forum of the District's choice including, but not limited to, the Employment Relations Board, District Court, or other state court. The District will be entitled to reimbursement of legal and other fees and damages arising out of pursuit of repayment of the costs described in this Article.

- d. If the employee cannot return to work because of permanent total disability or death, the repayment of costs will be waived by the District.

#### 15.2 FAMILY/MEDICAL LEAVE (FEDERAL AND STATE PROTECTED LEAVE)

The District will comply with all federal and state laws regarding family/medical leaves. These provisions fall under the Family Medical Leave Act (FMLA) and/or the Oregon Family leave Act (OFLA).

FMLA – Eligibility for the benefits under federal law requires an employee to be employed by the District for at least twelve (12) months prior to leave and must have worked a minimum of one thousand two hundred fifty (1250) hours in the twelve (12) months preceding the leave. Employees entitled to leave under the federal Family Medical Leave Act are entitled to continuation of benefits whether the leave is paid or unpaid as if the employee had continued to work.

OFLA – Eligibility for benefits under state law requires an employee to be employed for at least one hundred eighty (180) calendar days preceding the date leave begins, and the employee must have worked an average of twenty-five (25) hours or more per week during that period. However, for parental leave purposes, the employee becomes eligible upon completing at least one hundred eighty (180) days of employment proceeding the date on which the parental leave begins.

There is no minimum average number of hours worked per week when determining employee eligibility for parental leave. Employees entitled to leave under OFLA are entitled to continuation of benefits whether the leave is paid or unpaid as if the employee had continued to work.

FMLA and OFLA Leave Entitlement – Employees are entitled to a maximum of twelve (12) weeks of protected family/medical leave within a twelve (12)-month leave year, whether the leave is paid or unpaid. In most cases, FMLA and OFLA will run concurrently.

Leave Year – The District will use a “rolling backward year” when determining an employee’s FMLA and OFLA leave entitlement.

##### 15.2.1 MEDICAL LEAVE

Eligible employees may take medical leave for their own serious health condition, as well as for the serious health conditions of a covered family member. The District will comply with the definitions of “covered family member” and “serious health condition” under FMLA and/or OFLA, which differ from the definition of “family” under SICK LEAVE.

##### 15.2.2 For an illness/injury FLMA and OFLA Leave Entitlement of an employee or an employee’s family member for less than five (5) days, please refer to Article 15.1 SICK LEAVE.

- a. Notification. The employee must submit to the Human Resources department a Leave Request form at the earliest possible date after the necessity for leave becomes known to the employee.
- b. Certification. The District may require the employee to provide certification from the treating physician that the employee requires release from work. The certification must be returned to the District within fifteen (15) days. Failure to return the requested certification may result in the denial of leave.
  - (1) The District may require a second opinion from a physician mutually acceptable to the District and the employee.

(2) If no agreement on a second physician can be reached within a reasonable period of time, the District may request the Bureau of Labor and Industries appoint a second physician. The second medical opinion will be the final decision and will not be subject to appeal by the District or the employee.

- c. Paid/Unpaid Status. All sick leaves paid personal leave and accumulated paid vacation must be exhausted before an employee can use unpaid leave during medical leave.
- d. Return to Work. The District may require a Fitness for Duty certification prior to an employee returning to work. The certification must state that the employee is fully released to return to work without restrictions.

### 15.3 PREGNANCY LEAVE

Eligible pregnant employees disabled because of pregnancy may request a leave of absence for the period of disability. Employees are entitled to pregnancy leave according to state and federal leave laws.

15.3.1 Notification. The employee must submit to the Human Resources Department a Leave Request form at the earliest possible date after the necessity for leave becomes known to the employee.

15.3.2 Verification. The District may require the employee to provide certification from the treating physician that the employee is pregnant and suffering disability due to pregnancy that requires release from work.

- a. The District may require a second opinion from a physician mutually acceptable to the District and the employee.
- b. If no agreement on a second physician can be reached within a reasonable period of time, the District may request that the Bureau of Labor and Industries appoint a second physician. The second medical opinion will be the final decision and will not be subject to appeal by the District or the employee.

15.3.3 Paid/Unpaid Status. All sick leave and accumulated paid vacation must be exhausted before an employee can use unpaid leave during pregnancy leave.

15.3.4 Early Termination of Leave. An employee on pregnancy leave may submit a written request to the Human Resources office for early return from leave to resume her position if she regains her ability to perform her duties. The District may require a Fitness for Duty Certification that certifies the employee's ability to resume her duties.

- a. An employee on pregnancy leave may file a written request with the Human Resources office that she be notified of any position with less strenuous duties than her former position, and for which she is qualified under district standards, that become vacant during the period of the leave. The employee may submit a timely written request for early termination of leave and temporary transfer to such position under district-established procedures.
- b. In lieu of leave, an employee subject to this provision may request temporary transfer to any vacant and less strenuous position for which she is qualified under district standards. The District may require medical certification of the need for transfer.

- c. The decision whether to grant a request for early return from leave or a request for temporary transfer under this Article will be exclusively left to the District. An arbitrator will have no authority to rule on or consider any dispute regarding requests for early return from leave or temporary transfer. In the event of a dispute regarding such requests, the employee's recourse will be to appeal the decision through the Board policy grievance procedure. The School Board's decision will be final and binding on the parties.

#### 15.4 PARENTAL LEAVE

Eligible employees may take parental leave in one (1) uninterrupted period to bond with their newborn or newly adopted or newly placed foster children for up to twelve (12) months. Parental Leave is provided according to state and federal leave laws. Employees must take and complete this parental leave within one (1) year of the date of birth or placement. Leave beyond the twelve (12) weeks of protected parental leave must be requested as an unpaid Leave (Long-Term).

15.4.1 Notification. The employee must submit to the Human Resources Department a Leave Request form at the earliest possible date after the necessity for leave becomes known to the employee.

- a. If unforeseeable circumstances prevent the employee from providing thirty (30) days' notice, the employee will provide the District with the maximum notice possible under the circumstances.
- b. Failure to provide the required notice may result in the delay of commencement of the leave up to three (3) weeks from the date notice is received by the District or a reduction of the period of leave for which the employee is eligible to request pay of up to three (3) weeks at the District's discretion.

15.4.2 Paid/Unpaid. All sick leave paid personal leave and accumulated paid vacation must be exhausted before any employee can use unpaid leave during parental leave.

15.4.3 If the parental leave is limited to twelve (12) weeks or less, the employee will be reinstated to the position held at commencement of leave, unless the position has been eliminated. If the position has been eliminated, the employee will be assigned to a substantially equivalent position, if one is available. If one is not available, the employee will be subject to the provisions of Article 14.2 RECALL.

- a. If the parenting leave extends beyond twelve (12) weeks, the employee will be reinstated to a substantially equivalent position.
- b. Notwithstanding any other provision of this Agreement, employees on parenting leave are subject to the provision of Article 14.1 LAYOFF, to the same extent as employees actively working.

#### 15.5 BEREAVEMENT LEAVE

Up to a maximum of three (3) days' paid leave may be used for bereavement for spouse/same-sex domestic partner or any of the following persons who have relationship to either the employee or the employee's spouse, such as: son, daughter, mother, father, sister, brother, aunt, uncle, niece, nephew, grandparent, grandchild or the spouse of any of the above or residents of the employee's home such as foster children, exchange students and roommates. Two (2) additional days may be used for in-state simultaneous multiple deaths in the employee's immediate family. Five (5) days may be used for out-of-state death in the employee's immediate family.

Should simultaneous, multiple deaths occur out of state, an additional three (3) days may be used. This leave is not charged against the employee's sick leave, nor is it cumulative. If additional days are needed to make a one (1) week block of time, an employee may use up to an additional two (2) days of sick leave. In cases where additional time is needed for bereavement, employees may request additional bereavement leave through OFLA and use their accumulated sick leave to create a total block of 10 (ten) days. These additional days would only qualify for family members defined in OFLA.

#### 15.6 SICK LEAVE BANK

The District and the Association will collaboratively manage a paid sick leave bank for bargaining unit members. The purpose of the sick leave bank shall be to provide additional sick leave days to eligible and participating employees should a serious long-term illness, required emergency surgery, or injury, or required surgery exhaust the member's accumulated sick, vacation, and personal leave days. The sick leave bank shall also provide sick leave days to eligible and participating members to care for a child or spouse/domestic partner as defined by OFLA/FMLA should a child or spouse/domestic partner have a long-term illness or serious injury that exhausts the employee's accumulated sick leave.

The District and the Association shall maintain rules and regulations to govern the sick leave bank that meet these conditions.

15.6.1 Bargaining unit members' participation in the Sick Leave Bank shall be voluntary.

15.6.2 To join the Sick Leave Bank, employees may join within the first thirty (30) days of hire or during open enrollment during the month of November each year. The maximum contribution of paid sick leave hours to join the bank by a bargaining unit member shall be sixteen (16) hours. If the sick leave bank balance should drop below its minimum number of hours to operate effectively, bargaining unit members shall be notified and required to contribute additional hours to the maximum of sixteen (16) hours contributed per member. The sick leave time will be deducted from employees' individual sick leave accounts and credited to the sick leave bank. The required paid sick leave contribution will be prorated based on the employee's FTE.

15.6.3 Bargaining unit members shall be eligible to request sick leave bank days after they have exhausted all of their available sick leave, vacation and personal leave days, and have been on unpaid leave for a minimum of five (5) consecutive days. Employees may only request sick leave bank days once every twelve (12)-month period.

15.6.4 Sick leave bank days shall be requested on the designated form with a medical provider's statement attached indicated that the employee, their child, or their spouse/domestic partner as defined by FMLA/OFLA is experiencing a personal serious illness, serious injury or is recovering from a required surgery and the employee is unable to perform their assigned district duties/responsibilities. Sick bank leave days shall not be awarded for elective surgery, uncomplicated pregnancy related absences, or for those receiving compensation under Workers Compensation, long-term disability or PERS disability.

15.6.5 The number of sick leave bank days a bargaining unit member shall be awarded is up to sixty (60) workdays. Employees may only access sick leave bank days one time per twelve (12)-month period.

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



- 15.6.8 A joint committee consisting of the Director of Human Resources, Payroll and Benefits Supervisor or their designees, the OSEA Chapter President or designee and one (1) member of the chapter (designated by the chapter president) will evaluate applications for Sick Leave Bank access and provide an answer to the employee within ten (10) workdays of the receipt of the request.
- 15.6.9 If an employee applies for sick leave bank days, they will receive a decision from the Committee regarding an allocation within ten (10) workdays. If the employee disagrees with the Committee's decision, the employee may appeal. If the reason for the denial is based on incomplete or missing documentation, the member may provide missing documents to the Committee for further review. If the basis for denial is for any other reasons, the member may appeal in writing within ten (10) business days of the denial to the Committee. The Committee's decision on the appeal will be final, binding and not grievable.
- 15.6.10 Sick Leave Bank request forms may be accessed through the District website under Human Resources in the forms directory.
- 15.6.11 The District and the Association will work collaboratively to maintain a system for tracking contributors, hours, and use.
- 15.6.12 If a bargaining unit member chooses to opt out after contributing, they will forfeit hours they have initially contributed and will have to start over if they so choose to begin participation at another time.
- 15.6.13 Members of the sick leave bank who have exhausted all applicable leave may apply to the Director of Human Resources for paid emergency leave, as referenced in administrative regulation GCBDE-AR. This leave may be requested to care for immediate family members who have a long-term illness or catastrophic injury. For emergency paid leave, immediate family is defined as spouse, same-sex domestic partner, parents, and children.
- 15.7 **MILITARY LEAVE**  
The District will comply with all state and federal military leave laws.
- 15.8 **TRAINING AND IMPROVEMENT**  
A classified employee may request a leave of absence to attend an approved workshop or other in-service training session which is held for the purpose of improving related job skills. When in the opinion of the District it will benefit the District as well as the employee, the leave will be with pay.
- Bargaining unit members who are pursuing further education to become certified teachers shall be provided with reasonable accommodation to engage in practicum and student teaching requirements. Accommodation may include the District's approval of a leave of absence, a modified work schedule or a change in worksite.
- 15.9 **PAID PERSONAL LEAVE**  
An employee may submit an Employee Exception Time Report to their supervisor for paid personal leave. The employee shall give at least five (5) days advance notice when leave is desired unless circumstances beyond their control prevent such advance notice. The supervisor's response will be in writing or electronically delivered to the employee within three (3) workdays of receipt.
- 15.9.1 Allocation. At the beginning of the work year, each employee that is not granted vacation time will be allocated two (2) days of personal leave, and employees who are granted vacation will be allocated one (1) day of personal leave.
- 15.9.2 Variable-hour Transportation Employees.

- a. Variable-hour transportation employees will earn personal leave based on the employees' assigned hours.
- b. Variable-hour transportation employees will be paid for personal leave based on the employees' assigned hours.

15.9.3 Proration. Personal Leave for a new employee who begins their assignment after the beginning of their work year will be prorated based on the remaining number of days in the employee's work calendar. If an employee terminates employment prior to the end of their work calendar, the personal leave awarded will be prorated on the number of days worked in the employee's work calendar.

15.9.4 Maximum staff to be released on anyone (1) day for employee-initiated absences will not exceed the following building or department ratios:

1 to 19 staff-	two (2) employees
20 to 29 staff-	three (3) employees
30 to 39 staff-	four (4) employees
40 or more staff-	five (5) employees

The immediate supervisor may exceed the ratio under special circumstances.

15.9.5 With regard to use of this leave for personal needs, the intent of this provision is to provide leave for events that normally would cause the employee to be absent whether paid or not.

15.9.6 Employees will be granted one (1) additional day of paid personal leave for retirement counseling during their final year of employment under the PERS/OPSRP.

15.9.7 In the event a 12-month employee needs more personal leave day(s) than allotted each year and did not use any paid personal leave days the previous year, the employee may request and be granted one (1) additional personal leave day.

In no event may a 12-month bargaining unit member have more than 2 paid personal leave days each year.

In the event a less than 12-month employee awarded two (2) PL days needs more personal leave day(s) than allotted each year and used no more than (1) PL days in the previous year, the employee may request and be granted one (1) additional personal leave day.

In no event may a less than 12-month bargaining unit member have more than 3 paid personal leave days each year.

#### 15.10 UNPAID PERSONAL LEAVE (SHORT-TERM)

An employee may request unpaid personal leave (short-term) based on the following criteria:

15.10.1 Post-probationary employees with one (1) year of satisfactory evaluations will be granted two (2) days per year of unpaid personal leave accumulative to six (6) days during any three (3)-year period. Leave will be taken only in full assignments (the employee's workday).

15.10.2 The employee must submit a request to the Human Resources Office at least ten (10) days prior to the commencement of said leave, except in the case of any emergency. The Human Resources Office will have five (5) days after receipt of the request for leave to approve or deny the unpaid personal leave request. The response will be in writing to the employee.

15.10.3 This unpaid leave may be restricted to those occasions when the employee has no control over the timing of the activity/event for which the leave is being used.

15.10.4 Maximum staff to be release on anyone (1) day for employee-initiated absences will not exceed the following building or department ratios:

1 to 19 staff-	two (2) employees
20 to 29 staff-	three (3) employees
30 to 39 staff-	four (4) employees
40 or more staff-	five (5) employees

The immediate supervisor may exceed the ratio under special circumstances.

#### 15.11 UNPAID PERSONAL LEAVE (LONG-TERM)

An employee may request up to one (1) year of personal leave based upon the following criteria:

15.11.1 Granting of the leave is at the sole discretion of the District.

15.11.2 The leave is non-paid and there will be no accrual of seniority or of benefits while on leave.

15.11.3 This leave is limited to one (1) approved long-term personal leave in a three (3)-year period.

15.11.4 The employee must have completed two (2) years of satisfactory service as evidenced by annual evaluations.

15.11.5 The District must be able to find a qualified replacement.

15.11.6 No leave will be granted under this section for the employee to assume other employment unless such leave is judged by the District to be of benefit to the District.

15.11.7 Employees requesting non-paid leave will give the District at least thirty (30) days' notice in writing in advance of the desired date the leave would begin if approved by the District.

15.11.8 Notice of Intent to Return.

a. The Human Resources Office will send a certified letter by March 1<sup>st</sup> to those employees on leave as a reminder of the April 1<sup>st</sup> deadline to the employee on leave. The notice from the Human Resources Office will be postmarked on or before March 1<sup>st</sup> and will be sent to the last address provided to the Human Resources Office in writing by the employee.

b. Employees on any approved leave of absence, paid or unpaid, through the end of the school year must deliver to the District written notice of intent to return to employment for the subsequent school year. Written notice must be received by the Human Resources Office not later than April 1<sup>st</sup> of the school year the leave was taken. Failure to deliver timely written notice will constitute resignation of employment the date notice was due.

15.11.9 Upon return from leave, the employee will be assigned to a position similar to one the employee left, if one is available. If one is not available, the employee will be subject to the provisions of Article 14.2 RECALL.

15.11.10 The Employee may resume employment in the District at the beginning of the employee's work year, except by mutual agreement of the employee and the District that an earlier return would be in the best interest of the employee and the District.

For the purpose of this leave, the work year will be defined as follows:

- a. A twelve (12)-month employee, July 1<sup>st</sup> through June 30<sup>th</sup>.
- b. A less than twelve (12)-month employee, August through June.

15.11.11 The replacement for the employee on leave will not be covered in Article 7 RESIGNATION, TERMINATION, DISCIPLINE AND DISCHARGE, and Article 3 ASSOCIATION RIGHTS.

15.11.12 The employee's hire date will not be affected by the unpaid leave. However, the employee will not accrue seniority for the time of the leave.

#### 15.12 COURT APPEARANCE

15.12.1 Notice to Supervisor. Employees on jury duty must call the immediate supervisor or principal before the employee's regular starting time each day the employee is expected to be absent from the District work assignment and report that he or she will be absent due to jury duty.

15.12.2 Regular Full-Time Employees. A full-time employee who is released from jury duty before 1:00 p.m. of any workday will report to their assignment for the remainder of that day. Jury duty and work time shall equal eight (8) hours if release from jury duty is prior to 1:00 p.m.

15.12.3 Regular Part-Time Day Shift Employees. A less than full-time employee whose greatest portion of the workday is prior to 1:00 p.m. and bus drivers whose duties are split between the morning and afternoon will call their immediate supervisor immediately following their release from jury duty to obtain directions about whether to report for duty.

15.12.4 Compensation. The employee will not lose compensation for time performing jury duty.

15.12.5 Subpoenaed Employees. Employees subpoenaed in a judicial or administrative proceeding for employment-related reasons or for which the employee is not a party will not lose compensation pay for the term of the court appearance.

15.12.6 Payments to the employee for jury duty and witness fees will be endorsed or assigned by the employee payable to the District. The employee may keep their mileage fees and parking fees.

## **ARTICLE 16 – SUBCONTRACTING OR RELOCATING WORK**

### **16.1 SUBCONTRACTING OUT**

Before the District contracts out pupil transportation services, food services, or custodial and maintenance services now provide by regular employees and which lead to positions being eliminated in the bargaining unit in the above areas, the District will:

- 16.1.1 Notify the Association in writing of the possibilities of contracting out.
- 16.1.2 Notify the Association in writing if the Board authorizes the District to proceed and solicit bids for contracting out.
- 16.1.3 If the Board decides to proceed, then the District will provide the Association, in writing, with a statement that the District will propose a plan to contract out bargaining unit work in the area(s) listed above.

The letter will state that the District is ready to bargain over such proposal(s) prior to any decision being made on the matter and will prescribe a reasonable timeline for a response from the Association.

## ARTICLE 17 – TRANSPORTATION

### 17.1 DEFINITIONS

17.1.1 *Drivers* as defined in this Agreement includes Bus Drivers, Utility Bus Drivers, Type 10 Drivers, and Drivers who Support Special Programs.

17.1.2 *Bus Drivers* are drivers who are assigned regularly scheduled routes who work a minimum of twenty (20) hours per week. Bus Drivers whose regularly scheduled routes do not total twenty (20) hours per week will be assigned additional work within the Transportation Department to ensure a minimum of twenty (20) hours per week.

17.1.3 *Utility Bus Drivers* and *Drivers who Support Special Programs* are assigned to work a minimum of twenty-five (25) hours per week.

Utility Bus Drivers are not assigned regularly scheduled routes and may be called in at the District's discretion to replace bus drivers who are absent or have been temporarily reassigned.

Drivers who Support Special Programs are assigned regular routes.

Utility Bus Drivers and Drivers who Support Special Programs whose regularly scheduled routes do not total twenty-five (25) hours per week will be assigned additional duties within the Transportation Department to ensure a minimum of twenty-five (25) hours per week.

17.1.4 *Type 10 Drivers* are drivers assigned to transport students. They drive vans or cars and work a minimum of 20 (twenty) hours per week. Type 10 Drivers whose regularly scheduled routes do not total twenty (20) hours per week will be assigned additional work within the Transportation Department to ensure a minimum of twenty (20) hours per week.

### 17.2 FIELD TRIPS AND ATHLETIC/EXTRACURRICULAR TRIPS

17.2.1 Field trips, athletic, and extracurricular trips will be assigned on a rotating basis to eligible drivers who volunteer to have their names placed on the trip board.

17.2.2 All drivers are eligible to sign up for the trip board. However, there are restrictions on which trips Utility Drivers and Drivers who Support Special Programs may accept.

a. Utility Drivers and Drivers who Support Special Programs.

(1) The highest priority work for Utility Drivers and Drivers who Support Special Programs is to provide route coverage. Utility Drivers and Drivers who Support Special Programs may not accept trips in advance that take place during the time when home-to-school or school-to-home routes are being run.

(2) Utility Drivers and Drivers who Support Special Programs are eligible for after-hours and non-school day trips and other trips that do not interfere with their assignment for the day.

17.2.3 Eligible drivers may sign up to be on the trip board twice (2) per year, in September and December. If there are insufficient drivers signed up to be on the trip board, more frequent sign-ups may be required. The order of drivers on the trip board will be assigned by the District following the September sign-up. Eligible drivers who volunteer after the September sign-up will be placed on the bottom of the list in the order determined by the District.

17.2.4 Drivers will be paid actual time for trips. When a trip is expected to last ten (10) hours or longer, the driver will also receive a meal allowance. The amount of the meal allowance will be determined by the District.

17.2.5 A motel allowance will be provided for overnight trips. For trips that last ten (10) hours or more, a motel allowance will be made available if the trip meets one (1) of the following conditions:

- a. An eight (8)-hour rest period is required to comply with OAR 581-053-0015.
- b. The one (1)-way trip requires more than three (3) hours of driving time.
- c. The trip is to an event that will likely result in a trip that exceeds ten (10) hours in length.
- d. The trip is happening during extreme weather conditions.

The receipt for the motel room must be submitted by the driver as part of the expense report in order for the driver to receive the motel allowance. The District will pay only for the cost of the hotel or motel room and associated taxes.

17.2.6 If a field trip or athletic/extracurricular trip is canceled after a bus driver has missed one (1) or more regular routes earlier in the workday to accommodate the extra trip, the driver will be paid for the time that ordinarily would have been worked on their regular routes(s).

17.2.7 Show-Up Pay may apply to evening, weekend, and non-school day bus trips that require less than two (2) hours of total driver time to complete.

### 17.3 REQUIRED LICENSES

17.3.1 Licenses required for employment as a driver will be reimbursed by the District.

17.3.2 After employment, the District will reimburse drivers for their Commercial Driver's License (CDL) renewals.

### 17.4 ROUTE ASSIGNMENTS

17.4.1 The District will post notices of regular route vacancies. Notices will include route description, approximate time required to complete the route and the deadline for submitting a request for assignment to the route.

17.4.2 Drivers may submit written requests for assignment to a posted vacant route.

17.4.3 Drivers may submit written requests to exchange routes. Requests for route exchanges may be honored if the District determines the exchange is appropriate.

17.4.4 If the District decides to reassign a driver to a different route, the driver will receive notice of the intended action and the reason for the reassignment. Drivers who have received notice of route reassignment may request a meeting with the Transportation Supervisor to discuss the reassignment and/or suggest alternatives.

17.4.5 In assigning routes, the District will consider the previously expressed interests of senior drivers in maintaining and/or increasing hours of employment.

## **ARTICLE 18 – MAINTENANCE COMMERCIAL DRIVER’S LICENSE (CDL)**

- 18.1 The State has imposed requirements that employees designated to drive certain types of heavy equipment must qualify for and maintain a commercial driver’s license (CDL), including various endorsements depending on particular vehicles to which they are assigned.
- 18.2 The parties recognize that district-determined changes in job descriptions could entail costs of qualifying for and receiving the required CDL and appropriate endorsement and costs of qualifying for and receiving the required CDL and endorsements.
- 18.3 The District will reimburse employees the initial costs of obtaining CDLs and endorsements under the following circumstances. Such reimbursement includes learner permits, medical examination, license fees, and test fees. Reimbursement does not include the costs of retaking written tests or driving tests.
  - 18.3.1 Reimbursement will be made to an employee who is given notice by the District that a CDL and endorsements are required for the employee’s current position.
  - 18.3.2 Reimbursement will be made to an employee in a maintenance position who had voluntarily secured the required CDL and/or endorsement prior to taking the maintenance position.
  - 18.3.3 Reimbursement will not be made to an employee whose current position does not require a CDL and endorsements, nor will reimbursement be made for the costs of reinstatement of CDLs or endorsements that have been suspended or revoked.
  - 18.3.4 The District’s physician will provide required physical examination for CDL renewal at no cost to the employee, and the District will pay the cost of the Hazardous Materials Endorsement Test for renewal of that endorsement. If the employee selects another physician for the physical examination, the employee will be responsible for the cost. The District will not pay for costs of training associated with qualifying for a CDL or endorsements. The District will provide a reasonable period of training for any employee required to secure a CDL or endorsement after the initial date of employment in or transfer or promotion to a maintenance classification job title.
- 18.4 Reimbursement will be paid if application is made to the District within thirty (30) calendar days of receiving written notice from the District requiring the employee to secure the CDL or endorsement. If no receipts for the cost of license and/or test fees are available, the employee may present a signed, written statement of costs incurred.
- 18.5 Reimbursement will be based on the costs attested to by the employee, provided such costs do not exceed those currently charged for similar tests and/or fees. If the employee was required to secure medical certification to receive the CDL, reimbursement will be at a rate for a similar examination charged by the District physician.
- 18.6 This Agreement is intended to apply exclusively to employees assigned to a maintenance classification job title. Without limiting or modifying that statement of exclusive application, the parties agree that school bus drivers are expressly excluded from coverage by the terms of this Agreement.
- 18.7 Employees who have not secured a CDL will not be assigned to perform tasks that require a CDL. Employees directed to secure a CDL and who fail to do so or fail to diligently pursue CDL, or endorsement licensure as directed, will be subject to reassignment, transfer, discipline and/or termination at district discretion.



## **ARTICLE 19 – PROFESSIONAL DEVELOPMENT**

### **19.1 CLASSIFIED PROFESSIONAL DEVELOPMENT**

19.1.1 Annually, the District shall allocate a total of one hundred and twelve thousand dollars five hundred (\$112,500) in General Fund resources for the purpose of supporting professional development opportunities for OSEA Springfield Chapter 4 bargaining unit members.

19.1.2 The total resources of one hundred and twelve thousand five hundred dollars (\$112,500) are intended to cover costs associated with providing opportunities to OSEA Springfield Chapter 4 bargaining unit members including fees associated with attending conferences/seminars, substitute employee costs (if necessary), compensation and related costs, travel expenses, etc.

#### **19.1.3 PROFESSIONAL DEVELOPMENT COMMITTEE**

- a. Representatives from the District and the Association chapter leadership will form the Classified Professional Development Committee. The committee's membership will consist of three (3) representatives from the District and three (3) representatives from the Association.
- b. The team will be collaboratively appointed by the Association and the District no later than September 30 and will come together at least two (2) times per year.
- c. The committee's role is to make recommendations to the District on how to plan and expend dedicated professional development resources intended to benefit all bargaining unit members.

The team will identify district-wide classified staff development education needs through periodic staff surveys and information from the Talent Ed/Evaluation programs. Information from the surveys along with the decisions made about professional development and collaborative activities will be publicized to all bargaining unit members.

## ARTICLE 20 – SUCCESSORS AND ASSIGNS

### 20.1 OPENING NEGOTIATIONS

The Association will notify the District of its intent to negotiate a successor agreement. Such notice will be given by November 1<sup>st</sup> prior to the termination of the Agreement and will recommend dates to begin negotiations by January 1<sup>st</sup>. This Agreement will not be extended orally, and it is expressly understood that it will expire on the date indicated.

### 20.2 FUNDING

20.2.1 The parties acknowledge that due to legislation, the revenue to fund the compensation and benefits provide by this Agreement may be determined differently than in previous years.

20.2.2 The District or the Association may request to reopen economic portions of this Agreement based on the following criteria, which specifically excludes cash carryover funds and increases in student enrollment from consideration in the funding formula:

- a. If district revenues from the State of Oregon, School Support Fund, fail to increase for any school year by an amount at least equal to the average annual change in Consumer Price Index for Urban Wage Earners (CPI-U), Portland, Oregon, for the twelve (12)-month period ending the immediately previous December 31<sup>st</sup>, either party may reopen economic portions of the agreement by providing written notice to the other. The parties will confer regarding changes in the benefits provisions of the Agreement, but if they fail to produce agreement after a reasonable period of conferring, this Agreement shall continue in full force and effect.
- b. Economic provisions of the agreement are those provisions which have a financial effect on the total cost of the contract, including, but not limited to, salary and insurance.

20.2.3 If the Board or the Association elects to reopen this Agreement, it shall notify the other party in writing and the parties agree bargaining will commence no later than ten (10) calendar days after the notice has been given the other party. Bargaining under the conditions of this provision will be conducted in accord with “expedited bargaining process” as defined in the Public Employees’ Collective Bargaining Act law, ORS 243.698.

20.2.4 If the District elects to restrict or cease operations because of lack of funds, no member of the bargaining unit shall be entitled to any salary or fringe benefits provided in this Agreement while the operation of the District is restricted or suspended, unless the unit member is specifically directed to report for work.

20.2.5 This Agreement does not guarantee any level of employment.

### 20.3 CONTINUATION OF BENEFITS

Benefits provided in this Agreement will be continued until the happening of any of the following events:

20.3.1 Closure of schools due to the lack of funds needed to operate them. The District will not be obligated to make up any terminated benefit after schools are again opened. The District will use its best efforts to enable employees to continue non-recoverable insurance coverage with voluntary payments by the employees while the District’s schools are closed.

20.3.2 The date the District has the power to implement its last offer under the collective bargaining laws.

20.3.3 A successor contract is made.

## ARTICLE 21 – TERMS OF AGREEMENT

### 21.1 TERMS OF AGREEMENT

This Collective Bargaining Agreement by and between Springfield School District No. 19, Lane County Oregon and Oregon School Employees Association Springfield Chapter 4 establishes a three (3)-year contract and shall be effective July 1, 2022, and shall continue in effect until June 30, 2025, at 12:00 a.m. midnight. This Agreement supersedes all previous contracts.

This Agreement shall not be modified except by an instrument in writing, duly executed by both parties according to the provisions of ORS 243.650 to 243.782, the Public Employees Collective Bargaining Act. Any modification to this Agreement shall be by mutual agreement of the parties accomplished by way of a Memorandum of Agreement (MOA), and signed by the District, the OSEA Springfield Chapter President and the OSEA Field Representative. Any MOA that impacts mandatory subjects of bargaining including but not limited to compensation shall be ratified by the OSEA Springfield Chapter membership as required by the OSEA Constitution prior to signature.


### 21.2 AGREEMENT REOPENER

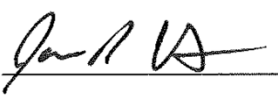
For the 2024-25 year, the parties agree to enter into the bargaining process to negotiate a Wage and Insurance Contribution (Articles 10 & 11) Reopener, entered into by April 1, 2024.

The parties agree to enter into the bargaining process for a successor agreement no later than January 1, 2025.

This Agreement was ratified by the Association members on May 23, 2022, and by the District on June 13, 2022.

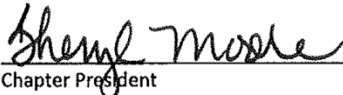
SPRINGFIELD SCHOOL DISTRICT NO. 19,  
LANE COUNTY, OREGON


 7.9.22  
\_\_\_\_\_  
date

 7.11.22  
\_\_\_\_\_  
date

\_\_\_\_\_  
date

OREGON SCHOOL EMPLOYEES ASSOCIATION  
SPRINGFIELD CHAPTER 4

  
Chapter President \_\_\_\_\_ date

 6/15/22  
OSEA Field Representative \_\_\_\_\_ date

\_\_\_\_\_  
date

## APPENDIX I

### JOB FAMILY CLASSIFICATION AND PAY RANGE (\* indicates a stand-alone position)

Job Family Classification	Title	Pay Range
<b>Building and Maintenance Services</b>	Journeyman	15
	Building Maintenance Worker III	13
	Building Maintenance Worker II	11
	Building Maintenance Worker I	10
	Journeyman Electrician	PT
	Electrical Maintenance Worker III	13
	Electrical Maintenance Worker II	11
	Electrical Maintenance Worker I	10
	Grounds Maintenance Worker III	13
	Grounds Maintenance Worker II	11
	Grounds Maintenance Worker I	10
	HVAC Maintenance Worker III	13
	HVAC Maintenance Worker II	11
	HVAC Maintenance Worker I	10
	Journeyman Plumber	PT
	Plumber Maintenance Worker III	13
	Plumber Maintenance Worker II	11
	Plumber Maintenance Worker I	10
	Fabricator	11
	Utility Maintenance Worker	5
<b>Custodial Services</b>	Custodian IV	10
	Custodian III	8
	Custodian II	6
	Custodian I	5
	Utility Custodian	5
<b>Educational Assistant</b>	Educational Assistant: Bilingual	8
	Educational Assistant: Child Development Center Coordinator 1	8
	Educational Assistant: Life Skills	8
	Educational Assistant: Campus Monitor	7
	Educational Assistant: Case Manager Assistant	7
	Educational Assistant: Child Development2	7
	Educational Assistant: Clerical	7

<b>Job Family Classification</b>	<b>Title</b>	<b>Pay Range</b>
<b>Educational Assistant - continued</b>		
	Educational Assistant: Family Resource Center	7
	Educational Assistant: Health	7
	Educational Assistant: Instructional	7
	Educational Assistant: Library	7
	Educational Assistant: School to Work Coordinator	7
	Educational Assistant: Transportation	7
	Educational Assistant: Vocational	7
<b>OFFICE and SUPPORT – Central Office</b>	Accountant II	PT
	Accountant I	13
	Bookkeeper III: Central Office	11
	Director's Secretary 1	15
	Office Manager: Special Programs *	15
	Communications Specialist	15
	Communications Office - Generalist	11
	Central Office Department Assistant: Facilities	11
	Central Office Department Assistant: Maintenance	11
	Central Office Department Assistant: Nutrition Services	11
	Office Specialist: Special Programs	11
	Administrative Secretary- Bilingual: Translation	10
	Administrative Secretary -Bilingual: Central Office	10
	Administrative Secretary -Bilingual: Transportation	10
	Administrative Secretary: Central Office	9
	Administrative Secretary: Maintenance	9
	Administrative Secretary: Transportation	9
	Human Resources Technician 1	13
	Human Resources: Generalist 2	11
	Payroll/Benefits Technician *	13
	Coordinator: Special Projects *	15
	Speech /Language Pathologist Assistant*	15
	Native American Youth Coordinator*	14
	Occupational Therapist Assistant *	13
<b>Office and Support – School Building</b>	Office Manager: High School	13

<b>Job Family Classification</b>	<b>Title</b>	<b>Pay Range</b>
<b>Office and Support – School Building Continued</b>	Office Specialist: Registrar	11
	Office Specialist: Alternative Programs	11
	Bookkeeper III: School	11
	Administrative Secretary Bilingual: Instruction	10
	Administrative Secretary: School	9
	Middle School Records Secretary	8
	Secretary	6
	Family Resource Liaison*	14
	Multicultural Liaison*	14
	Vocational Transition Assistant II (YTP)	13
	Transition Assistant II – High School Bridge*	12
	Vocational Transition Assistant I	12
	Transition Assistant: Career and College Specialist*	10
	Transition Assistant: Middle School Bridge*	7
<b>Nutrition Services</b>	Nutrition Services Wellness Specialist *	PT
	Cafeteria Manager (Elem, Mid, and High)	8
	Assistant Cafeteria Manager (Elem, Mid and High)	6
	Cook	3
<b>Print Services</b>	Senior Printing Technician	11
	Digital Process Specialist	9
	Print Service Clerk	6
<b>Technology Services</b>	Support Desk Technician II*	12
	Program Analyst*	14
	Computer Repair Technician II*	15
	User Support Specialist II*	15
<b>Transportation – Maintenance</b>	Fleet Maintenance Coordinator	15
	Vehicle Maintenance Worker I	10
	Vehicle Maintenance Worker III	13
<b>Transportation – Bus Services</b>	Transportation Coordinator	15
	Transportation Technician	13
	Driver Trainer	13
	Assistant Driver Trainer	11
	Bus Driver	9

<b>Job Family Classification</b>	<b>Title</b>	<b>Pay Range</b>
<b>Transportation – Bus Services-</b>	Utility Bus Driver	9
<b>Continued</b>	Utility Transportation Worker	8
	Type A Van/School Bus Driver	8
	Type 10 Van Driver	7
<b>Warehouse</b>	Lead Inventory Specialist	13
	Inventory Specialist	10
	Utility Materials Worker	9

## Appendix II

### 2022-23 Base Salary Schedule

	A	B	C	D	E	F	G	H
3	13.31	13.84	14.40	14.97	15.57	16.19	16.84	17.52
4	13.87	14.42	15.00	15.60	16.23	16.87	17.55	18.25
5	14.53	15.11	15.72	16.34	17.00	17.68	18.39	19.12
6	15.21	15.82	16.45	17.11	17.79	18.51	19.25	20.02
7	15.91	16.55	17.21	17.90	18.61	19.36	20.13	20.94
8	16.67	17.34	18.03	18.75	19.50	20.28	21.09	21.94
9	17.44	18.14	18.86	19.62	20.40	21.22	22.07	22.95
10	18.25	18.98	19.74	20.53	21.35	22.20	23.09	24.02
11	19.12	19.88	20.68	21.51	22.37	23.26	24.19	25.16
12	20.02	20.82	21.65	22.52	23.42	24.36	25.33	26.34
13	20.95	21.79	22.66	23.57	24.51	25.49	26.51	27.57
14	21.97	22.85	23.76	24.71	25.70	26.73	27.80	28.91
15	22.99	23.91	24.87	25.86	26.90	27.97	29.09	30.25

	A	B	C	D	E	F	G	H
Accountant II	22.99	23.91	24.87	25.86	26.90	27.97	29.09	30.25
Wellness Specialist	22.99	23.91	24.87	25.86	26.90	27.97	29.09	30.25
Journeyman	24.27	25.24	26.25	27.30	28.39	29.53	30.71	31.94
Electrical Specialist	25.53	26.55	27.61	28.72	29.87	31.06	32.30	33.60



	A	B	C	D	E	F	G	H
3	13.81	14.36	14.94	15.53	16.15	16.80	17.47	18.18
4	14.39	14.96	15.56	16.19	16.84	17.50	18.21	18.93
5	15.07	15.68	16.31	16.95	17.64	18.34	19.08	19.84
6	15.78	16.41	17.07	17.75	18.46	19.20	19.97	20.77
7	16.51	17.17	17.86	18.57	19.31	20.09	20.88	21.73
8	17.30	17.99	18.71	19.45	20.23	21.04	21.88	22.76
9	18.09	18.82	19.57	20.36	21.17	22.02	22.90	23.81
10	18.93	19.69	20.48	21.30	22.15	23.03	23.96	24.92
11	19.84	20.63	21.46	22.32	23.21	24.13	25.10	26.10
12	20.77	21.60	22.46	23.36	24.30	25.27	26.28	27.33
13	21.74	22.61	23.51	24.45	25.43	26.45	27.50	28.60
14	22.79	23.71	24.65	25.64	26.66	27.73	28.84	29.99
15	23.85	24.81	25.80	26.83	27.91	29.02	30.18	31.38

	A	B	C	D	E	F	G	H
Accountant II	23.85	24.81	25.80	26.83	27.91	29.02	30.18	31.38
Wellness Specialist	23.85	24.81	25.80	26.83	27.91	29.02	30.18	31.38
Journeyman	25.18	26.19	27.23	28.32	29.45	30.64	31.86	33.14
Electrical Specialist	26.49	27.55	28.65	29.80	30.99	32.22	33.51	34.86

2022-23 Longevity 2 at 20 years

	A	B	C	D	E	F	G	H
3	14.31	14.88	15.48	16.09	16.74	17.40	18.10	18.83
4	14.91	15.50	16.13	16.77	17.45	18.14	18.87	19.62
5	15.62	16.24	16.90	17.57	18.28	19.01	19.77	20.55
6	16.35	17.01	17.68	18.39	19.12	19.90	20.69	21.52
7	17.10	17.79	18.50	19.24	20.01	20.81	21.64	22.51
8	17.92	18.64	19.38	20.16	20.96	21.80	22.67	23.59
9	18.75	19.50	20.27	21.09	21.93	22.81	23.73	24.67
10	19.62	20.40	21.22	22.07	22.95	23.87	24.82	25.82
11	20.55	21.37	22.23	23.12	24.05	25.00	26.00	27.05
12	21.52	22.38	23.27	24.21	25.18	26.19	27.23	28.32
13	22.52	23.42	24.36	25.34	26.35	27.40	28.50	29.64
14	23.62	24.56	25.54	26.56	27.63	28.73	29.89	31.08
15	24.71	25.70	26.74	27.80	28.92	30.07	31.27	32.52

	A	B	C	D	E	F	G	H
Accountant II	24.71	25.70	26.74	27.80	28.92	30.07	31.27	32.52
Wellness Specialist	24.71	25.70	26.74	27.80	28.92	30.07	31.27	32.52
Journeyman	26.09	27.13	28.22	29.35	30.52	31.74	33.01	34.34
Electrical Specialist	27.44	28.54	29.68	30.87	32.11	33.39	34.72	36.12

	A	B	C	D	E	F	G	H
3	14.81	15.40	16.02	16.65	17.32	18.01	18.73	19.49
4	15.43	16.04	16.69	17.36	18.06	18.77	19.52	20.30
5	16.16	16.81	17.49	18.18	18.91	19.67	20.46	21.27
6	16.92	17.60	18.30	19.04	19.79	20.59	21.42	22.27
7	17.70	18.41	19.15	19.91	20.70	21.54	22.40	23.30
8	18.55	19.29	20.06	20.86	21.69	22.56	23.46	24.41
9	19.40	20.18	20.98	21.83	22.70	23.61	24.55	25.53
10	20.30	21.12	21.96	22.84	23.75	24.70	25.69	26.72
11	21.27	22.12	23.01	23.93	24.89	25.88	26.91	27.99
12	22.27	23.16	24.09	25.05	26.06	27.10	28.18	29.30
13	23.31	24.24	25.21	26.22	27.27	28.36	29.49	30.67
14	24.44	25.42	26.43	27.49	28.59	29.74	30.93	32.16
15	25.58	26.60	27.67	28.77	29.93	31.12	32.36	33.65

	A	B	C	D	E	F	G	H
Accountant II	25.58	26.60	27.67	28.77	29.93	31.12	32.36	33.65
Wellness Specialist	25.58	26.60	27.67	28.77	29.93	31.12	32.36	33.65
Journeyman	27.00	28.08	29.20	30.37	31.58	32.85	34.16	35.53
Electrical Specialist	28.40	29.54	30.72	31.95	33.23	34.55	35.93	37.38

### Appendix III

#### 2023-24 Base Salary Schedule

	A	B	C	D	E	F	G	H
3	13.84	14.39	14.97	15.57	16.19	16.84	17.51	18.21
4	14.42	15.00	15.60	16.22	16.87	17.54	18.25	18.98
5	15.11	15.71	16.34	17.00	17.68	18.38	19.12	19.88
6	15.82	16.45	17.11	17.80	18.51	19.25	20.02	20.82
7	16.55	17.21	17.90	18.62	19.36	20.14	20.94	21.78
8	17.34	18.03	18.75	19.51	20.29	21.10	21.94	22.82
9	18.14	18.87	19.62	20.41	21.22	22.07	22.95	23.87
10	18.98	19.74	20.53	21.35	22.20	23.09	24.02	24.98
11	19.88	20.68	21.50	22.36	23.26	24.19	25.15	26.16
12	20.82	21.65	22.52	23.42	24.36	25.33	26.34	27.40
13	21.79	22.66	23.57	24.51	25.49	26.51	27.57	28.67
14	22.85	23.76	24.71	25.70	26.73	27.80	28.91	30.07
15	23.91	24.87	25.86	26.90	27.97	29.09	30.25	31.46

	A	B	C	D	E	F	G	H
Accountant II	23.91	24.87	25.86	26.90	27.97	29.09	30.25	31.46
Wellness Specialist	23.91	24.87	25.86	26.90	27.97	29.09	30.25	31.46
Journeyman	25.24	26.25	27.30	28.39	29.53	30.71	31.94	33.21
Electrical Specialist	26.55	27.61	28.72	29.87	31.06	32.30	33.59	34.94

	A	B	C	D	E	F	G	H
3	14.36	14.93	15.53	16.15	16.80	17.47	18.17	18.90
4	14.96	15.56	16.18	16.83	17.50	18.20	18.93	19.69
5	15.68	16.30	16.96	17.63	18.34	19.07	19.84	20.63
6	16.41	17.07	17.75	18.46	19.20	19.97	20.77	21.60
7	17.17	17.86	18.57	19.31	20.09	20.89	21.73	22.60
8	17.99	18.71	19.46	20.24	21.05	21.89	22.76	23.67
9	18.82	19.57	20.36	21.17	22.02	22.90	23.81	24.77
10	19.69	20.48	21.30	22.15	23.04	23.96	24.92	25.91
11	20.63	21.45	22.31	23.20	24.13	25.09	26.10	27.14
12	21.60	22.46	23.36	24.30	25.27	26.28	27.33	28.43
13	22.61	23.51	24.45	25.43	26.45	27.51	28.61	29.75
14	23.71	24.66	25.64	26.67	27.73	28.84	30.00	31.20
15	24.81	25.80	26.83	27.90	29.02	30.18	31.39	32.64

	A	B	C	D	E	F	G	H
Accountant II	24.81	25.80	26.83	27.90	29.02	30.18	31.39	32.64
Wellness Specialist	24.81	25.80	26.83	27.90	29.02	30.18	31.39	32.64
Journeyman	26.19	27.23	28.32	29.46	30.63	31.86	33.13	34.46
Electrical Specialist	27.55	28.65	29.79	30.99	32.22	33.51	34.85	36.25

	A	B	C	D	E	F	G	H
3	14.88	15.47	16.09	16.74	17.41	18.10	18.83	19.58
4	15.50	16.12	16.77	17.44	18.13	18.86	19.61	20.40
5	16.24	16.89	17.57	18.27	19.00	19.76	20.55	21.38
6	17.01	17.69	18.39	19.13	19.90	20.69	21.52	22.38
7	17.79	18.50	19.24	20.01	20.81	21.65	22.51	23.41
8	18.64	19.39	20.16	20.97	21.81	22.68	23.59	24.53
9	19.50	20.28	21.09	21.94	22.81	23.73	24.67	25.66
10	20.40	21.22	22.07	22.95	23.87	24.82	25.82	26.85
11	21.37	22.23	23.11	24.04	25.00	26.00	27.04	28.12
12	22.38	23.28	24.21	25.18	26.18	27.23	28.32	29.45
13	23.42	24.36	25.34	26.35	27.40	28.50	29.64	30.82
14	24.56	25.55	26.57	27.63	28.74	29.89	31.08	32.32
15	25.70	26.73	27.80	28.91	30.07	31.27	32.52	33.82

	A	B	C	D	E	F	G	H
Accountant II	25.70	26.73	27.80	28.91	30.07	31.27	32.52	33.82
Wellness Specialist	25.70	26.73	27.80	28.91	30.07	31.27	32.52	33.82
Journeyman	27.13	28.22	29.35	30.52	31.74	33.01	34.33	35.71
Electrical Specialist	28.54	29.68	30.87	32.11	33.39	34.72	36.11	37.56

	A	B	C	D	E	F	G	H
3	15.40	16.01	16.65	17.32	18.01	18.73	19.48	20.26
4	16.04	16.68	17.35	18.05	18.77	19.52	20.30	21.11
5	16.81	17.48	18.18	18.91	19.67	20.45	21.27	22.12
6	17.60	18.30	19.04	19.80	20.59	21.41	22.27	23.16
7	18.41	19.15	19.91	20.71	21.54	22.40	23.30	24.23
8	19.29	20.06	20.87	21.70	22.57	23.47	24.41	25.39
9	20.18	20.99	21.83	22.70	23.61	24.55	25.54	26.56
10	21.12	21.96	22.84	23.75	24.70	25.69	26.72	27.79
11	22.12	23.00	23.92	24.88	25.87	26.91	27.98	29.10
12	23.16	24.09	25.05	26.05	27.10	28.18	29.31	30.48
13	24.24	25.21	26.22	27.27	28.36	29.49	30.67	31.90
14	25.42	26.44	27.50	28.60	29.74	30.93	32.17	33.45
15	26.60	27.66	28.77	29.92	31.12	32.36	33.66	35.00

	A	B	C	D	E	F	G	H
Accountant II	26.60	27.66	28.77	29.92	31.12	32.36	33.66	35.00
Wellness Specialist	26.60	27.66	28.77	29.92	31.12	32.36	33.66	35.00
Journeyman	28.08	29.20	30.37	31.59	32.85	34.16	35.53	36.95
Electrical Specialist	29.54	30.72	31.95	33.22	34.55	35.94	37.37	38.87