

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SOUTH LANE SCHOOL DISTRICT 45J3**

**AND**

**OREGON SCHOOL EMPLOYEES ASSOCIATION  
COTTAGE GROVE CHAPTER 32**

**A Member's Union**

**OSEA**

**AFT Local 6732**

**EFFECTIVE**

**July 1, 2017 through June 30, 2020**

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## **AGREEMENT**

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This Agreement is in effect from the 1<sup>st</sup> day of July 2017 by and between the Board of Directors on behalf of South Lane School District 45J3, Lane County, Oregon, herein called "Board" or "District" and OSEA Cottage Grove Chapter 32, herein called "Association." This document replaces in its entirety the Collective Bargaining Agreement between the Board and the Association for the period through June 30, 2017. This contract shall remain in effect until June 30, 2020.

## ARTICLE 1: RECOGNITION

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A. The Board hereby recognizes OSEA Cottage Grove Chapter 32, as the exclusive bargaining representative of classified personnel but excluding supervisory, confidential, per diem, work experience personnel, substitutes and temporary employees who do not meet the conditions in Article I, Section B.

B. Replacement for an absent regular employee

Short - term (sixty (60) days or less):

Substitute Employee: For the purpose of this Agreement, substitutes are defined as those employees who may be called in at the District's discretion to replace employees who are on an excused leave of absence. Substitutes who work more than sixty (60) consecutive work days shall be part of the bargaining unit and receive fringe benefits as provided for in this Agreement (Article 14, Section A & B), but shall not be covered by reduction in force and recall provisions Article 7 Layoff & Recall or Article 25 Discipline.

Long - term (more than sixty (60) days):

Long - term substitute or other limited term employees: A long-term substitute shall be defined as an employee hired to fill a position of extended duration when the regular employee is on approved leave. A long-term substitute may be hired for a fixed period of time not to exceed one hundred and ninety (190) work days when the need for the position is not expected to extend beyond that time. Long- term substitutes will be paid from the current salary schedule and shall be subject to all terms and conditions of this Agreement, except that such employee shall not be covered by Article 7-Layoff & Recall or Article 25 Discipline of this Agreement. Any extension of the length of employment for a long-term substitute beyond one hundred and ninety (190) work days shall be made by mutual agreement of Chapter 32 leadership and the District. Any position which will continue for more than one hundred and ninety (190) working days or at the end of the agreed upon extension will be posted in accordance with Article 9- Job Opening Notification.

C. Temporary Work

Temporary Employee: Temporary employees are those hired to do a specific or seasonal job (e.g., summer work, one-to-one Educational Assistant) with a limited duration. Temporary employees who are assigned, scheduled or required to work for more than one hundred and twenty (120) work days will be considered part of the bargaining unit and will be placed on the salary schedule with full protection, benefits and responsibilities provided by the Collective Bargaining Agreement. Any extension of the length of employment for a temporary employee beyond one hundred and twenty (120) working days shall be by mutual agreement of Chapter 32 leadership and the District. Any temporary position which will continue for more than one hundred and twenty (120)

working days or at the end of the agreed upon extension will be posted in accordance with Article 9- Job Opening Notification.

D. Seasonal Work: Seasonal work shall be defined as work that cannot be completed due to a seasonal or temporary increase in the workload. When performed by current employees, seasonal work shall not be subject to the provisions of this Agreement except for compensation. When the seasonal work is substantially equivalent to work done by regular employees during the school year, the compensation shall be the same as that paid for the respective classification.

E. Definitions:

Hire Date: The date an employee officially begins work in a permanent position within the District is considered part of the bargaining unit and is covered by all Articles in this contract.

Work Day: Day designated as a report day for a specific classified position in the District's official work calendar.

## **ARTICLE 2: ASSOCIATION RIGHTS AND RESPONSIBILITIES**

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### **A. Rights:**

The Association shall be allowed to use a portion of the existing bulletin board in each classified work area. No material or written matter that is detrimental to any person shall be posted. The Association and its representatives shall have reasonable right of access to school buildings for meetings and the use of school equipment provided there is no interference with regular school programs. The Association shall pay for reasonable cost of all materials, labor and supplies incidental to the use thereof and for all replacement of equipment and supplies damaged or any repairs necessary as a result of an accident or obvious misuse, provided normal wear and tear is not a factor. Prior arrangements shall be made through the School Principal. In those cases when there are competing scheduling requests for District facilities, those events which are District or school-related shall have priority for access to District facilities over the Association's use except in cases where written approval for building use exists. All Association activities shall occur at times outside of employee duty hours, except that appropriate Association representatives shall be allowed release time without loss of compensation and other normal benefits when required by the District to meet with District personnel.

### **B. Responsibilities:**

The Association will represent all classified employees of the District within the bargaining unit equally without discrimination.

## **ARTICLE 3: MANAGEMENT RIGHTS**

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The District retains and reserves unto itself all powers, rights and authorities, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:

1. The executive management and administrative control of the school system and its properties and facilities;
2. Determining qualifications and conditions of employment, dismissal, demotion and promotion of all employees subject only to the provisions of law and the specific provisions of this Agreement;
3. To continue preliminary studies through bid to contract or subcontract work as may be determined by the District. If the District wishes to pursue subcontracting, then it will bargain over the decision and the impact of such decision if a formal written demand to bargain is received by the District within fourteen (14) days of the Association's receipt of written notice. Bargaining under this section shall take place in accordance with ORS 243.698. Pursuant to ORS 243.716, the District's use of volunteers to provide services shall not be considered contracting out for services;
4. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
5. 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;
6. The maintenance of discipline and control and use of the school system property and facilities;
7. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved;
8. 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;
9. The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge, discipline or transfer employees;
10. The right to relieve employees from duty for poor or unacceptable work or for other legitimate reasons;

11. The creation, combination, modification or elimination of any position;
12. The determination of the size of the work 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;
13. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities;
14. The right to establish and revise the school calendar, establish hours of employment, to schedule and assign workloads.

The exercise of the foregoing powers, rights, authority, duties and responsibilities and the adoption of policies, rules, regulations and practices shall be limited by the specific terms of this Agreement.



## ARTICLE 4: PAYROLL DEDUCTIONS

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### A. Deductions

The District agrees to deduct from the salaries of its regular classified employees as requested by the employee:

- \* Regular Association dues
- \* Premiums for Board approved insurance programs
- \* Payments to District approved Tax Sheltered Annuity Program
- \* Payments to school credit union
- \* Contributions to United Way of Lane County
- \* Premiums for group term life insurance

The Association will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of any payroll deductions for the Association. The Association agrees to refund to the District any amount paid to it in error.

### B. Fair Share

The parties hereby enter into a fair share agreement for all purposes consistent with state and federal law as follows:

1. The District agrees to deduct from the monthly wages of each employee in the bargaining unit who is not a member of the Association a fair share fee. This fair share fee shall be used for the administration of the collective bargaining agreement and shall not be in excess of that charged to Association members for each month in which the employee works ten (10) or more days.

2. Exemption:

The provisions of Section 1 hereof shall not apply if an employee objects in writing to the District based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. The District will provide the Association with a copy of any such letter and tenets within five (5) days of its receipt. In such instances, the employee shall authorize a deduction from his/her pay which is in lieu of and equivalent to the fair share amount. Such payroll deductions shall be in addition to any previously established deduction and shall be for the United Way or other mutually satisfactory charitable organization as agreed to between the employee and the Association.

3. **Indemnification:**

The Association will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District as a result of any District action taken pursuant to the provisions of this Article. The Association and the District each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

## **ARTICLE 5: WORK STOPPAGE**

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- A. The Association and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, slowdown or any other restriction of work during the term of this Agreement. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket lines in the line of duty. 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 shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.
  
- B. In the event of a strike, work stoppage, slowdown, 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. The obligations set forth in Section A above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage.
  
- C. Upon notification in writing by the District that any of its members are engaged in a work stoppage, the Association shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the District with a copy of such order. In addition, if requested by the District a responsible official of the Association shall publicly order such employees to cease engaging in such a work stoppage.
  
- D. There will be no "lockout" of employees in the bargaining unit by the District as a consequence of a contractual dispute arising during the period of this Agreement.
  
- E. The provisions of this Article shall not apply during any economic reopening of this Agreement for negotiations pursuant to Article 13.

## **ARTICLE 6: WORK WEEK, HOURS OF WORK**

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**A. Workweek:**

A full-time work schedule shall consist of forty (40) hours within the designated workweek. A minimum of one (1) day off will be scheduled per seven day workweek, and the typical schedule will include two (2) days off, preferably scheduled back-to-back whenever possible. The workweek shall begin Mondays at 12:00 a.m. and extend until Sundays at 11:59 p.m. The District shall schedule all work and the District reserves sole discretion over operational needs and requirements. To the extent consistent with the operational needs and requirements of the District, such work days shall normally be consecutive as scheduled by the District. Nothing in the Agreement shall be construed to guarantee any level of employment in terms of hours or staffing.

**B. Lunch Periods:**

Each employee who works more than five (5) consecutive hours shall receive an uninterrupted lunch period of at least one-half (1/2) hour. For employees working eight (8) hours or more, such time shall be as scheduled by the employee's immediate supervisor and be as near as possible to the halfway point of the shift. Such time shall not be considered as time worked.

**C. Rest Periods:**

Each employee shall receive a fifteen (15) minute break during each four (4) hour period of consecutive service with the break as close as possible, in the immediate supervisor's judgment, to the two (2) hour interval. Such breaks will be scheduled by the employee's immediate supervisor.

**D. Overtime:**

Eligible employees shall be compensated at the rate of time-and-one-half (1&1/2) for work under the following conditions, but in no event shall such compensation be received twice for the same hours. Overtime pay shall be computed to the nearest quarter-hour. Overtime worked under the following conditions must be assigned and approved in advance by the employee's immediate supervisor. The provisions of ORS 270.340 relating to pay for overtime shall not apply to employees who are engaged in the supervision of District-sponsored athletic event activities.

1. All assigned work in excess of ten (10) hours on any scheduled work day. With the prior approval of an employee, supervisors may plan work in a 4/10 work schedule.

2. All assigned work in excess of forty (40) hours in any workweek. For the purpose of computing overtime, approved paid holidays, vacation days and sick leave days shall be considered "hours worked."
3. In lieu of cash compensation for overtime work, flexible scheduling by mutual agreement and compensatory time off may be approved by the District in accordance with BOLI guidelines.
4. Overtime compensation will only be paid once for the same hours worked beyond forty (40) hours per workweek. For example, if an employee works eleven and a half (11.5) hours in one day and forty one and one-half (41.5) hours for that workweek, the employee is eligible for a total of one and one-half (1.5) hours of overtime pay at one and one-half (1.5) times her/his regular hourly rate.

E. **Mandatory Overtime:**

In the event that sufficient acceptable personnel do not accept overtime assignments on a voluntary basis, such additional personnel as are deemed necessary by the District shall be required to work overtime.

F. **Inservice and Class Attendance:**

Classified employees will be given consideration to participate in District recognized inservice days. Employees must have District pre-authorization from their administrator or supervisor.

An employee may request attendance in classes directly relating to the job they hold for the school district. If these classes occur during work hours, employees must have district pre-authorization from their administrator or supervisor.

G. **Licensing and Certifications:**

The District shall pay the cost of acquiring or renewing any licenses or certificates that are required of employees by the District with the following exceptions: 1) a regular Oregon driver's license; 2) one-half of the commercial driver's license. The District may require licenses or certificates of new employees as a condition of hire.

H. **Split Shift:**

When the District assigns a split shift, the employee shall be notified a week in advance and shall receive one half (1/2) of the employee's regular hourly rate for the split shift, in addition to actual hours worked. Bus drivers and employees working combined positions shall be exempt from split shift pay. If an employee does not receive one (1) weeks notice, he/she shall be compensated an additional one (1) hours pay at his/her regular pay. A split shift is defined as a two (2) or more hour difference between the

ending time of one shift and the beginning time of the next shift within a given twenty-four (24) hour work day; 12:00 a.m. - 11:59 p.m.

## I. Bus Drivers - Regular and Extra Runs:

**Regular Bus Routes:** Regular routes are defined as all morning and afternoon bus routes necessary to get students from home to school and school to home. Regular routes shall be considered "vacant" when the driver who originally bid on the route is no longer available to drive that route (provided the driver is not on approved paid leave). All newly created regular routes shall also be considered "vacant." All vacant regular routes must be posted consistent with Article 9: Job-Opening Notification. All kindergarten routes shall be posted within two (2) weeks of the start of school in September and no later than the second week of school. All drivers may bid on regular routes and kindergarten routes when posted. Bids must be submitted in writing by the posting deadline. Routes shall be awarded based upon driver seniority.

**Extra Bus Routes:** Extra trips are defined as athletic trips, field trips, swim runs and similar extra bus transportation requested by the schools. Every effort will be made to post extra trips in advance by a minimum of one (1) week for trips scheduled the following week. Extra trip bids will first be assigned to a designated District trip driver and then awarded based upon driver seniority. Special education swim runs are considered regular routes and are excluded from weekly extra trip bidding.

Except when otherwise indicated for reasons of economy, efficiency and safety, it is the intent of the District to first offer extra runs on a rotational basis to those employees who have indicated in advance their desire to perform such runs. Economy is defined as: minimizing the use of overtime. Efficiency and safety are defined as: a driver's qualifications to drive specified vehicles under certain conditions, such as inclement weather.

**Averaging Base Hours:** All hours worked shall be used to establish base hours for the purpose of establishing the prorated District contribution towards the cost of insurance coverage. The formula is: total hours worked/total days worked = base hours. Base hours shall be calculated and applied to payroll in September (based upon March – June end-of-school), in January (based upon September – November) and in May (based upon December – February).

**Substitute Bus Drivers:** Substitute bus driving opportunities shall be offered to trained and CDL licensed employees by rank order with the highest rank order substitute bus driver receiving the first call and then proceeding down the substitute list in order. Should a higher ranked substitute bus driver not be available at the time the substitute bus driving work is offered, the Transportation Supervisor will proceed down the substitute bus driver list by rank order until the available substitute opportunity is filled.

The District's intent is to standardize the use of hire dates as it relates to seniority across all classified employee groups.

If an employee is hired into transportation from another classified position within the District, and there is no break in the service of that employee between the former classified category and the start of training required for bus drivers, such classified employee will maintain district seniority. The transportation hire date of such an employee will be the school district's initial hire date of that employee. This hire date will serve as both the transportation date for route bidding and the date for contract purposes.

If a transfer employee is moving into a higher wage position, he/she will have a three (3) month probationary period, as per Article 24 of the Collective Bargaining Agreement, and may not bid on extra trips. If the employee transfers from the previous position into a lower wage category, there will be no probationary period and such a classified employee will be allowed to bid on extra trips. The final approval for all trip assignments resides with the Transportation Supervisor, as per the District's Transportation Guidelines.

Retired bus drivers who wish to be rehired as a driver of a regular route will begin each school year with a transportation and district hire date that is the first official contract day of that school year. Retired bus drivers who are rehired will be paid according to Article 17 of the Collective Bargaining Agreement. This does not apply to retired drivers who are rehired as substitutes.

**J. Delayed Start, School Cancellation and District Closure:**

When school is canceled, the District is closed or a delayed start to the school day is announced due to inclement weather or other circumstances beyond the District's control, the District shall attempt to notify employees by phone, radio, District website or television announcement. Under emergency closure circumstances, the District's expectations are:

**Emergency Crew:** When schools are closed for the day due to weather or other circumstances beyond the District's control, only an emergency crew is to report to work. Members of the emergency crew are staff members designated by their administrator/supervisor. Emergency staff will report to work as close to their assigned time as they can safely arrive.

**First Day for Non-Emergency Crew:** Other employees will not report if students are directed not to come to school. Employees who do not report will be compensated as though they had worked their regular schedule for one day per school year of emergency closure. Employees will be required to make up the work hours missed due to the closure. Supervisors shall work with employees to schedule the make-up time. No overtime pay will be earned for such time.

**Second Day for Non-Emergency Crew:** Employees will not be compensated for the second day of emergency closure and will be docked for time missed. The hourly rate of

pay equivalent to half of the hours not worked by employees will be placed in a fund to be used for classified professional development. Contract Maintenance Committee (CMC) will have an opportunity to provide feedback on the professional development plans that are proposed as a result of this fund.

After Second day and Beyond Non-Emergency Crew: If additional school closures beyond two (2) days should occur during the school year, employees will not be compensated for the time missed. Instead, they have the following options:

1. Take a pay deduction, or
2. Take paid personal leave if available, or
3. Use vacation days, if available.

For all docking and unpaid compensation the hourly rate of pay equivalent to half of the hours not worked by employees will be placed in a fund to be used for classified professional development. CMC will have an opportunity to provide feedback on the professional development plans that are proposed as a result of this fund.

Delayed Start: All employees shall report to work as close to their assigned time as they can safely arrive. As part of the next regularly scheduled pay period, employees shall be compensated as though they had worked their regular schedule for the hours of the delayed start. Employees will be required to make up the work hours missed. Such makeup time shall be arranged with the employee's direct supervisor/administrator.

#### K. Classified Professional Development

The parties agree to disbursement of the Classified Professional Development Fund resulting from school closure as per current bargaining agreement Article 6 Section J paragraph 4.

1. Any classified employee may request reimbursement of tuition and materials, book expenses, registration and attendance fee and/or substitute costs up to a one hundred and fifty dollar (\$150) limit per year or a Professional Development (PD) stipend of one hundred and twenty-five dollars (\$125 plus roll up costs) per year.
2. Approval of requests will be contingent upon the availability of funds in the specified Classified Professional Development Fund.
3. Professional development activities must be directly related to enhancement of employee skills associated with their current job assignment or potential future advancement.
4. If an employee receives approval for training expenses but not for substitute costs, they may opt to use a personal day in order to attend the approved training.



5. The employee will submit a request to their immediate supervisor. Pending approval at that level, the request for reimbursement will be forwarded to the classified CMC or their designees for final approval.
6. A group of employees (minimum size of three (3)) may request allotment of funds for a professional development activity. Maximum expenditure from the fund for group professional development will be three hundred and fifty (\$350) dollars. Group professional development expenses will not accrue to individual employees' one hundred and fifty (\$150) dollar yearly limit. Members attending such group activities will seek approval from their immediate supervisor if such attendance would impact their normal work schedule. Classified CMC or their designees will determine approval of group professional development expenses.

L. Educational Assistants Preparation Time:

Educational Assistants who provide instructional support and who find they don't have adequate preparation time for their assignment will request more preparation time from the teacher to whom they are assigned to work. If they aren't able to come to a mutual agreement on schedule and length of preparation time, the Educational Assistant may discuss the issue with the appropriate administrator, who will make the final decision.

## ARTICLE 7: LAYOFF AND RECALL

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### A. Layoff:

If the District determines the need for a layoff is necessary, notice of not less than two (2) weeks shall be provided to employees to be laid off. In conducting a lay off under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination. While the District reserves the right to determine the positions to be eliminated, the employees to be laid off shall be determined on the basis of District-wide seniority since the last date of hiring. Specifically, the least senior employee or employees within the classification(s) group(s) (see job titles found in salary schedule) subject to the reduction or elimination shall be laid off. Any employee subject to layoff by operation of the above who was previously employed in another classification shall have the right upon demand to displace or "bump" the least senior employee in that classification if he/she provides written notice of his/her desire to do so within three (3) days of receipt of the layoff notice.

The Association and the District agree that, should it be necessary to reduce FTE in the District, the District will first attempt to make cuts in positions. Cutting of employee(s) hours to accommodate a reduction in force shall occur after full-hour positions are considered.

Example: The District needs to reduce eighty (80) person hours in the educational assistant classification. The District will reduce as many positions as possible. The District eliminates eleven (11) seven-hours-per-day educational assistants; this equals seventy-seven (77) person hours of reduction. If no other full-hour positions existed, then the District would reduce the next-least-senior educational assistant by three (3) hours.

### B. Recall:

When position openings occur, employees shall return to the classification formerly held in the inverse order in which they were laid off or reassigned. Any laid-off employee who cannot be contacted at the time of recall or who fails to accept a position offered, provided it is at least equal in pay to the job the employee held at the time of layoff, or who is unavailable to report for work within the specified time shall forfeit all recall and re-employment rights.

An employee who is laid off will remain on the layoff list and be eligible for recall for twenty-seven (27) months.

The District shall notify laid-off employees of a position opening by certified mail, return receipt requested, at their address of record as maintained in the Personnel office. Laid-off employees shall have seven (7) calendar days from the date of receipt of such notification in which to indicate their acceptance or rejection of the position and an

additional fourteen (14) days therefrom in which to begin active employment. If the postal service returns the notice of position opening marked "undelivered", the laid-off employee shall also have forfeited all further re-employment rights.

The foregoing shall not prevent the laid-off employee from commencing active employment in less than the number of days specified above, when such is desired by both the District and the individual. Employees who wish to waive re-employment rights may do so by written notification to the District.

Employees returning from layoff shall have all previously accrued and unused sick leave and seniority reinstated but shall not receive benefits or accrue seniority for the period of the layoff. However, employees may, subject to such limits as the carrier may impose, continue medical and other insurance at their own expense.

C. Interpretation and Intent:

1. The District and the Association jointly agree that employees who have suffered a layoff will receive first preference for available substitute work in the employee's classification. The District will make a good faith effort to offer this substitute work to laid off employees in seniority order by classification. Such substitute work for pay purposes is not covered by the terms of this Agreement. Consistent with Oregon Employment Department guidelines, the District will report all substitute work refusals directly to the Employment Department on a weekly basis.
2. If an employee refuses an offer of a position similar to the individual's past assignment and pay level, that employee shall forfeit his or her recall rights in the District.
3. Classified employees who were impacted by the reduction and layoff shall have the right to eventual re-establishment of the annual pay which the employee lost through the layoff or a higher level if the return of the employee and his/her placement on the salary schedule have changed while the employee was on layoff.
4. A classified employee shall have at least one (1) chance to regain his or her original hours through the recall process. Consistent with Section B above, laid off employees will be notified of vacancies, in order of seniority in their classification. A classified employee shall have one (1) right to refuse a position offered within their classification if such a position is at a lower rate of pay or FTE.

Jobs will be first posted internally for forty-eight (48) hours within the affected job classification. This will allow existing employees of that classification to exercise their right to move to another location or increase their hours of work. Then the remaining position will be offered to the senior employees on the recall list as outlined in Section 5 below.

**EXAMPLE:**

An employee was working six (6) hours per day when he or she was laid off. The employee is recalled to a position of five (5) hours per day. After the employee is recalled another position opens in the same classification for eight (8) hours per day. This employee, and other existing employees in that classification, would have the right to request the eight (8) hour job before it was offered to the next employee on the recall list. After placement, the remaining job would be offered to the next employee on the recall list in the appropriate classification.

5. To help expedite the recall process, notification will be given simultaneously to the three (3) senior employees eligible to return to work. The employees who are second and third on the recall list must be prepared to return to the position offered in the recall notice or utilize their rights as described in Section 4 above.
6. Employees with a common seniority date shall have layoff seniority established by a drawing of lots to establish their recall placement. Drawing lots for recall shall occur prior to the implementation of the layoff. Drawing of lots shall be performed on behalf of the affected employees by the Chapter 32 President or his or her designee(s).

## **ARTICLE 8: PERSONNEL RECORDS**

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- A. No materials or documents, except those of a clerical nature (compensation updates, certification information, seasonal break in service notices, etc.) or those submitted by the employee himself/herself, shall be placed in his/her personnel file unless the employee has had an opportunity to review the material and receive a copy thereof. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature on the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. If an employee refuses to sign the document, a third party may be selected by the District to sign the document confirming that the employee was shown the document. The employee shall also have the right to submit an answer, explanation or rebuttal to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
  
- B. When a formal reprimand has been placed in the employee's file and he/she has subsequently been employed for four (4) consecutive years without further reprimand or other disciplinary action, he/she has the right to request from the Superintendent that the reprimand and related disciplinary documentation be removed from their District personnel file. The decision of the Superintendent shall be final and binding on the parties regarding such requests and not subject to appeal through either the administrative or arbitration processes.
  
- C. Employees may have access to review their personnel file during regular District office hours. The employee's review of his/her personnel file must be supervised by a District Office employee and the review must occur in the District Personnel Office. Employees may request copies of materials and documents from their District personnel files.
  
- D. The District shall protect the confidentiality of personal references, academic credentials and other similar documents.

## **ARTICLE 9: JOB OPENING NOTIFICATION**

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- A. The District shall provide electronic notification to the Association of all job openings (including temporary positions) within the bargaining unit. Such opening notices shall include the job descriptions, qualifications required and salary range for the positions.

Notice of job openings will be electronically posted not less than seven (7) calendar days prior to the closing date for applications, as specified in the vacancy announcement. The Association president may print copies and post them on bulletin boards if desired.

- B. The District may add additional hours to the time of existing employees without posting those hours as an open position. No posting is required adding up to two (2) hours a day or ten (10) hours a week to a present employee's position. The District will consider adding hours to qualified current employees when additional hours are needed. The administrator/supervisor will assign additional hours according to the needs of the students and the building. An already existing transportation route may be expanded for up to two (2) hours by administration. However, if a new, separate route is required for up to two (2) hours, such a route will be assigned as specified in Article 6, Section F. The president(s) of the Association will be notified of assigned additional hours by email.
- C. The District shall determine whether or not a vacant position is to be filled by a District employee (from within) or to be open for applicants from both within and outside the District. However, the District recognizes that the presence of promotional opportunities does have a substantial favorable impact upon employee morale and the retention of its most qualified employees. Accordingly, the District intends to offer promotional opportunities to those employees within the District who are qualified whenever possible. Every qualified unit member will be granted an interview, with the preference given to the unit member when all other considerations are equal.
- D. The District shall include as a part of its employment procedure a notification to the Association president. This notification shall include the following information for each new employee: name, work location, classification and salary schedule placement. Placement of a current employee on the wage schedule when promoted, as defined below, shall normally be at a step which provides an increase in the hourly wage above that which is being earned by said employee prior to the promotion. The wage placement guidelines are also subject to the longevity step requirement in Article 13: Salaries, Section B.

“Promotion” shall be defined as a change in the employment classification of an employee with a lower compensation scale (hourly wage rates) to a classification with a higher compensation scale (hourly wage rates) regardless of the classification group. Scale refers to all the hourly wage steps within each respective classification range. “Promotion” shall also be defined as a change in employment classification of an employee from one classification to a different classification with an equivalent (identical) compensation scale regardless of the classification group.

“Involuntary transfers” shall be defined as an involuntary change in an employee’s assignment initiated by an employee’s supervisor or administrator. Classified employees who are involuntarily transferred from one classification to another classification with a different wage scale shall be placed on the wage step of the new classification which most closely corresponds to their former wage step. The appropriate wage step placement shall be based upon either a comparison of the respective classifications’ hourly wage rates or the involuntarily transferred employee’s district-wide seniority (eligibility for longevity).

Whenever possible, an involuntarily transferred employee shall be placed on a wage step in his/her new classification that is closest to, but not lower than, his/her previous classification rate.

Seasonal Work: When two (2) or more applicants are determined to be equally qualified for a summer work assignment, the most senior bargaining unit employee will be offered the position first.

- E. Procedures for the bus driver bidding for regular routes, extra trips and swim runs shall be included in the employee Transportation Handbook. Procedures in the Transportation Handbook for bus driver bidding for regular routes, extra trips and swim runs must be consistent with Article 6, Section F.
- F. South Lane will not place employees above wage step 4 on the salary schedule without OSEA approval.

## **ARTICLE 10: RECLASSIFICATION**

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**A. Reclassification Request:**

Any employee or a representative of the District who believes the assigned duties and responsibilities of a job have changed sufficiently so as to justify reclassification may submit a letter of request for job reclassification to the Classified Structure Committee in care of the District personnel office. Such letter shall detail the specific changes that have occurred which he/she believes warrants the granting of the reclassification request. If the reclassification request is approved, it shall become effective on the date the request was submitted.

**B. Classified Structure Committee:**

Upon receipt of a reclassification request, the District's personnel officer shall contact the Association president and each shall appoint two (2) representatives to a committee to be known as the Classified Structure Committee. The Classified Structure Committee shall be constituted for the purpose of reviewing reclassification requests made by individual employees of the District.

**C. The Committee Consideration:**

The Classified Structure Committee shall meet and review reclassification requests within one (1) month of their receipt. The Committee shall provide written findings and a recommendation as to the disposition of the reclassification request within sixty (60) days of its receipt.

**D. District and Association Review:**

The Committee shall issue its findings and recommendations to the employee and the District Superintendent. The District Superintendent will transmit the committee's recommendation to the Board of Education, along with his/her personal recommendation, which may be to accept, accept with modification or reject the committee's proposal. The Board will consider all requests for a reclassification at a regular meeting within one (1) month from the date the findings and recommendations were delivered to the District Superintendent. The decision of the Board of Education regarding any reclassification recommendation shall be final.



## **ARTICLE 11: NEW CLASSIFICATION**

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In the event the District creates a new job classification (non-certificated only) which it believes to be outside the scope of the bargaining unit, it shall so notify the Association and upon request provide the Association with a description of the job duties of the position. If the Association believes the position should properly be included within the bargaining unit, it may petition the Employment Relations Board for a unit clarification hearing to resolve the matter.

If the District creates a new job classification or modifies existing job classifications (beyond a de minimus modification of mandatory subjects of bargaining) that it believes to be within the bargaining unit, or in the event a position is found to properly be within the bargaining unit as provided for above, it shall notify the Association of the new position before a wage rate and other conditions of employment have been finalized. Such notice shall specify a proposed wage rate and also detail any other provisions of the Agreement which will not apply and/or be modified with respect to that position.

Upon receipt of such notification, the Association shall have fourteen (14) days in which to notify the District of its desire to enter into negotiations, pursuant to ORS 243.698, over the proper wage rate and such other conditions as it may specifically cite. Upon receipt of such notice, the District may, at its option, delay implementation of the new classification pending conclusion of such negotiations or implement the new classification and provide a retroactive adjustment to the date of implementation upon conclusion of negotiations.

## **ARTICLE 12: ACTING-IN-CAPACITY-PAY**

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An employee temporarily assigned to perform the duties of a higher paid classification for a full shift for five (5) or more work days within a period of thirty (30) calendar days shall receive the lowest rate of pay for the job to which he/she is assigned that is at least four percent (4%) more than his or her regular rate of pay not, however, to exceed the maximum rate of the classification to which he or she is assigned. Effective on the fifth day worked, compensation shall be retroactive to the first day out of class. Such assignment shall be made in writing and the acting-in-capacity-pay shall only apply if the employee is assigned to perform substantially all of the duties of the employee he or she is to replace.

## **ARTICLE 13: SALARIES**

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**A. Salary Schedule:**

2017-20: The Classified Salary Schedule shall be increased each year as follows:

- 2017-18 1.0% increase for all steps one (1) through ten (10)
- 2018-19 1.25 – 2.5% (based on CPI) increase for all steps one (1) through ten (10)
- 2019-20 1.75 – 3.0% (based on CPI) increase for all steps one (1) through ten (10)

The classified salary schedule shall be increased for each of the final two (2) years of the contract by a percentage equal to the CPI, but within the percentage range as specified above and will be applied to each step of the classified salary schedule.

**B. Longevity Pay:**

The District acknowledges the vital contributions of highly experienced employees. Therefore, all classified employees who fall into the longevity categories below will receive an additional stipend on the following schedule:

Employees at the 15th year in South Lane shall receive a four-hundred (\$400) dollar stipend.

Employees at the 20th year in South Lane shall receive a six-hundred and fifty (\$650) dollar stipend.

Employees at the 25th year in South Lane shall receive a nine-hundred (\$900) dollar stipend.

Employees at the 30th year in South Lane shall receive a one thousand-one hundred and fifty (\$1150) dollar stipend.

Longevity pay stipends shall be paid to employees in the year they reach the respective anniversary based upon their original date of hire. Longevity stipends will be combined with the December payroll and paid to employees in a single check.

**C. PERS Pickup:**

The District shall withhold the employee's portion of the PERS contribution per ORS 238.200.

**D. OSEA Life Insurance:**

The District will deduct monthly from the salaries of its regular classified employees for voluntary contributions to pay for group life insurance premiums. The premium deduction shall be based upon an annual written authorization received by the District from the employee.

**E. Annual Step Advancement:**

In each year of this Agreement, there will be a step advancement for those eligible, effective July 1 of each year covered by this Agreement. To be eligible for the step increase each year, the employee must have completed his/her probationary service period before July 1 of each respective year covered by this Agreement.

Those classified employees employed with the District at step 6 in their classification or classification group for four (4) years, shall be eligible for the longevity step 7.

F. Fingerprinting and Criminal History Background Checks:

The District shall pay the cost for any required fingerprinting criminal history background checks for current employees and those on the RIF list. Any current employee or employee on the RIF list who is terminated because of the results of a required criminal history and fingerprint background check must reimburse the District for the costs of the procedure. All new classified employees shall self-pay any criminal history and fingerprint background check charges upon his/her first election to a classified position with the District.

G. Method of Payment:

All ten (10) month employees shall be paid in ten (10) installments beginning with the September payroll and ending with the June payroll unless they notify the district in writing by July 15 for the following school year. All eleven (11) month employees shall be paid in eleven (11) installments beginning with the August payroll and ending with the June payroll unless they notify the district in writing by July 15 for the following school year. With written notification to the district, ten (10) and eleven (11) month employees may choose to be paid in twelve (12) installments beginning with the August payroll for eleven (11) month employees and the September payroll for ten (10) month employees and ending with a balance of contract to be paid in the June payroll for both ten (10) and eleven (11) month employees.

1. Payments shall be paid on the 25<sup>th</sup> of each month.
2. The three, separately figured, balance of contract payments shall be made in one check or deposit on the 25<sup>th</sup> of June.
3. All installments will be paid by direct deposit unless the District is notified otherwise. Check delivery for those not participating in direct deposit shall be by U. S. mail.

The District will offer a separate payment option to ten (10) and eleven (11) month Transportation employees who wish to receive an additional balance of contract payment as well as a regular June payroll check on the District's payroll date in June.

## ARTICLE 14: INSURANCE

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A. Full-Time Employees:

For the period July 1, 2017, through June 30, 2020, the contribution of a full-time employee who works seven and one quarter to eight (7.25-8.0) hours/day for medical/dental/vision coverage shall be as follows:

2017-18:

- MODA Medical Plan Birch/Synergy Network or equivalent – 14% of the premium
- MODA Medical Plan Cedar/Synergy Network or equivalent – 5% of the premium
- MODA Medical Plan Dogwood/PPO Network or equivalent – 2% of the premium
- MODA Medical Plan Evergreen/PPO Network or equivalent – 0% of the premium, and one thousand-two hundred and fifty (\$1,250) dollars annually placed into a Health Savings Account (HSA) by the District

2018-19:

- MODA Medical Plan Birch/Synergy Network or equivalent – 14% of the premium
- MODA Medical Plan Cedar/Synergy Network or equivalent – 10% of the premium
- MODA Medical Plan Dogwood/PPO Network or equivalent – 6% of the premium
- MODA Medical Plan Evergreen/PPO Network or equivalent – 0% of the premium, and one thousand-two hundred and fifty (\$1,250) dollars annually placed into a Health Savings Account (HSA) by the District

2019-20:

- MODA Medical Plan Birch/Synergy Network or equivalent – 14% of the premium
- MODA Medical Plan Cedar/Synergy Network or equivalent – 10% of the premium
- MODA Medical Plan Dogwood/PPO Network or equivalent – 6% of the premium
- MODA Medical Plan Evergreen/PPO Network or equivalent – 0% of the premium, and one thousand-two hundred and fifty (\$1,250) dollars annually placed into a Health Savings Account (HSA) by the District

Employees who are double-covered may opt out of medical insurance coverage or medical, dental, and vision coverage. Employees opting out of insurance coverage shall receive a district contribution to a HRA-VEBA Health Reimbursement Arrangement and will be determined depending on insurance rates. Part-time employees who work thirty (30) or more hours per week are eligible for this benefit and shall receive prorated contributions based on hours. Current employee must have been on District insurance the prior year to be eligible for this option.

2017-20

Medical Opt Out

HRA Contribution     \$7,200

Medical, Dental and Vision Opt Out

HRA Contribution \$8,000

In addition to the above, the District shall continue to provide and pay for the existing or substantially equivalent long term disability plan. In order to be eligible for long-term disability coverage, a classified employee must work an average of twenty (20) hours or more per week. The elimination period for LTD coverage is ninety (90) days. For employees who work twenty (20) hours or more per week and who have been certified as disabled, but who do not qualify for benefits under FMLA or OFLA, the District shall also provide available prorated medical insurance coverage for the period between the exhaustion of available paid leave to the time of eligibility under the ninety (90) day elimination long term disability plan.

**PERS Note:** It is specifically acknowledged by the Association and the District that a death benefit and long term disability coverage are provided for all vested PERS employees through the PERS retirement system.

**B. Part-Time Employees:**

All employees who are regularly scheduled to work fifteen (15) hours or more per week but less than thirty-seven and a half (37.5) hours per week shall receive a prorated District contribution towards the cost of the medical, dental, pharmaceutical and vision insurance packages per the insurance carrier's contract with the District.

**Bus Drivers:**

Notwithstanding the foregoing, the District shall use all hours worked as the basis for determining, pursuant to the above, the District's contribution towards the cost of insurance for bus drivers, including regular routes, extra trips, swim runs and substitute bus driving assignments. The base hours formula is: total hours/total days = base hours. The determination will be made three (3) times per year by computing the total hours worked in the prior period and reducing that total to an average of hours worked per day in order to establish base hours for insurance contributions (see Article 6, Section F).

During the summer vacation period, the District shall continue to pay the amount established by the provision of the above paragraph for the most recent period prior to the vacation period.

**C. Summer Insurance Contribution for less-than-twelve (12) Month Employees:**

Employees who work their entire scheduled work year (nine (9) to eleven (11) months, as applicable) shall be eligible to receive the District contribution towards the cost of insurance through the summer vacation period. Any employee who resigns prior to the beginning of their scheduled summer vacation period shall continue to receive the District contribution for insurance through the end of the month in which the resignation is effective. Any employee who worked part but not all of the scheduled work year and

who has not resigned shall receive a prorated summer vacation insurance contribution based upon the percentage of full work year actually worked. In the event the District has given a nine (9) to eleven (11) month employee notice of a layoff at the end of a school year such that the employee has no reasonable assurance of returning to a position the next year, the District shall not be responsible for the summer insurance contribution effective the first day of the month two (2) months after the notice of lay off or reduction was issued.

Example: If the District issues a layoff notice due to reduction in force on June 15, the District is no longer obligated for insurance contributions effective August 1.

- D. An Insurance Committee will be established with representation from all District employee groups. The Insurance Committee shall be composed of three (3) certified staff, three (3) classified staff, one (1) non-certified, non-represented staff and two (2) administrative staff. The committee shall review, study and recommend future options for insurance coverage that maximizes employee benefits in the most cost effective manner. The insurance carrier's long-term reliability and track record will be given utmost consideration. Any change in the insurance plan or coverage for classified employees must be ratified by the Association and the Board.

## **ARTICLE 15: HOLIDAYS**

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**A. General:**

1. Holiday pay at the employee's regular rate of pay shall be allowed for employees who are actively employed at the time of the holiday.
2. When a designated holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed.
3. To be eligible for holiday pay, an employee must have worked the last scheduled work day before and the first scheduled work day after the holiday or have been on authorized leave with pay or on authorized leave without pay for no more than five (5) days.
4. In order for a less than twelve (12) month employee to be eligible for Labor Day holiday pay, he/she must have worked or been in paid status at least one day during the week prior to Labor Day and the employee must work or be in paid status the day immediately after Labor Day.

**B. The following are designated as holidays:**

New Year's Day	Christmas
Veterans' Day	Thanksgiving
Independence Day	Presidents' Day (to be observed on the Friday following Thanksgiving)
Memorial Day	Labor Day
Martin Luther King Day	



## ARTICLE 16: VACATION

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**A. Eligibility:**

All regular twelve (12) month employees shall be entitled to paid vacation. Twelve (12) month employees assigned to a less than full time work schedule shall receive vacation time on a prorated basis in accordance with the ratio of their assigned schedule to a full time schedule.

**B. Accrual:**

Vacation shall be accrued for all regular twelve (12) month employees in accordance with the following:

Years of Completed Service	Rate Monthly Vacation	Approx. Annual Vacation
Less than three (3)	0.42	1 week
Three (3) through seven (7)	0.83	2 weeks
Eight (8) through twelve (12)	1.25	3 weeks
Thirteen (13) or more	1.67	4 weeks

**C. Utilization:**

The District's intent is to create conditions so that employees are able to use most of their awarded vacation time within the year in which it is awarded. Vacation time is awarded for the new school year on July 1. In addition to the time awarded on July 1<sup>st</sup>, employees may carry over no more than ten (10) days (eighty (80) hours) of accrued vacation time from one year to the next. If an employee is part-time for twelve (12) months, they may carry over the prorated amount based on FTE for ten (10) days. On July 1, an employee will be able to transfer up to ten (10) days of accrued carry-over time in addition to their unused vacation time for the current school year. The total vacation available for use by an employee equals the new vacation awarded each year plus no more than ten (10) days of accrued vacation time.

Employees will schedule their vacations with their immediate supervisor or administrator. Vacations shall not be scheduled in the two (2) weeks immediately prior to or immediately following the opening of school in the fall except by the prior written approval of the District personnel administrator. Unused portions of vacation periods shall not be carried beyond September 1 of the year following the year in which the vacation was earned except under special arrangements with the employee's supervisor and the District's personnel administrator. The general guideline is that twelve (12) month employees may carry no more than ten (10) days of accrued vacation leave into the following year.

Vacation leave shall not accrue during a leave of absence without pay.

When a paid holiday for which the employee is eligible falls during an employee's vacation, that day shall not count as a vacation day. If an employee becomes ill during a paid vacation, they may exchange paid sick leave for accrued vacation leave.

Regular, non-probationary employees who are terminated by the District or an employee who has given the District notice of his/her intention to terminate his/her employment at least two (2) weeks before the termination date shall be paid for any unused vacation pay.

D. Red Circled Longevity Pay and Cash (Vacation):

Employees who received vacation pay at the end of the 1989-90 school year and who are ineligible to receive vacation pay pursuant to the above provisions of this Article shall receive in each year the same amount expressed in dollars as the amount of vacation pay received in 1990. However, any employee whose regularly scheduled work hours have been increased or decreased since the end of the 1989-90 year shall have in-lieu-of-vacation pay increased or decreased, as appropriate, in proportion to the change in regularly scheduled work hours.

## **ARTICLE 17: EARLY RETIREMENT**

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- A. For the purpose of providing an incentive for early retirement, the District shall provide the following benefits to employees who qualify:
1. A single stipend of nine-hundred and twenty-five (\$925) dollars.
  2. Those employees receiving red-circled longevity pay, as per Article 16.D. shall receive an additional amount equal to the red-circled longevity pay.
- B. To receive an early retirement benefit, the employee must meet the following qualifications:
1. Ten (10) years of District seniority.
  2. Eligible for and elects to receive PERS benefits.
    - a. Of an age not greater than sixty-two (62). Effective July 1, 1997, no new employees hired after that date shall be eligible for the Early Retirement benefits under this Agreement.
- C. Employees who retire, but who wish to return to work for the District, will be required to apply for employment as a new applicant to the District. If retirees are subsequently rehired by the District, the following conditions apply:
1. If the retired employee was not on the longevity step for their classification and job title, they will be placed at the step at which they were paid on their retirement date. They will remain at this step for the length of their employment as a retiree. If the retired employee was paid at the longevity step, they will be placed on the salary schedule at Step 5 before longevity and remain at this step for the length of their employment as a retiree.
  2. Rehired employees are members of the bargaining unit represented by the Cottage Grove Chapter 32.
  3. The rehired employee continues to qualify for the same District insurance benefits as other employees with the same hours worked per week.
  4. The District will not be obligated to pay any PERS contribution for the retired employee who is already drawing PERS benefits. The District will not be responsible for monitoring work hours to ensure the retired and rehired employee does not exceed the maximum number of hours set by PERS for a retired public employee to work. .
  5. No vacation days will be awarded to retired employees who are rehired.

6. The retired employee has no seniority or any other rights under the terms of Article 7: Layoff and Recall.
7. All rehired staff in this section will start over at zero (0) sick days and will be awarded, on a monthly basis, one (1) sick day per month worked.
8. Personal days will be awarded in the same manner as other classified employees.
9. Retired employees who are rehired for a position are hired on a year-to-year basis. Retired employees must reapply for a position with the District on an annual basis.

## **ARTICLE 18: ILLNESS LEAVES & PAID LEAVE**

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Sick leave pursuant to ORS 332.507 shall be defined as being the absence from duty because of an employee's personal illness or injury, or as indicated below:

**A. Sick Leave:**

Each employee shall accrue ten (10) days of sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. Accrued sick leave may accumulate without limitation. If employment with the District is terminated before the end of the school year, the above specified ten (10) days for purposes of retirement credit and determining final pay shall be credited to the employee on the basis of one (1) day for each full month actually worked. Employees who are assigned less than a full time schedule will accrue sick leave prorated according to their regularly assigned schedule.

**B. Physician Notice:**

In absences in excess of three (3) days, the District may require a certificate from the employee's attending physician that illness or injury prevented the employee from working.

**C. Family Illness:**

Provided that the classified employee has an accrued sick leave balance from which to draw paid leave time, a reasonable number of days sick leave, as approved by the Superintendent or his/her designee, to a maximum of ten (10) days per year (non-cumulative), will be granted to cover absences due to an illness or death in the immediate family of the employee or to enable the employee to be with the members of the immediate family when an emergency occurs due to illness, accident or death. The term "immediate family" shall be defined as spouse, son, daughter, mother, father, sister, brother, grandparent or grandchild; or, on the marriage side, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law or brother-in-law.

In case of family illness, the employee is expected to make arrangements for the care of the family member and return to work as soon as possible. In the event emergency conditions arise, an extension of this family illness leave may be granted by the Superintendent. When approved and taken, such leaves shall count toward the District's obligation to provide leave under the Federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) and shall not be in addition to the state and federal mandated family leave provisions. Under state and federal law, up to twelve (12) weeks of leave without pay may be granted for the purpose of family medical leave.

**D. Leave Without Pay Due to Illness:**

Any employee who, because of illness or injury, cannot perform his/her duties, must direct a request in writing to the District School Board through the Superintendent at the exhaustion of his/her sick leave to be placed on a leave without pay. Sick leave should not be utilized for injury or occupational illness resulting from outside employment.

E. Leave Without Pay:

An unpaid leave of absence may be requested and will be considered by the District. The District shall develop guidelines that it may utilize in considering such requests and shall make those guidelines known to employees.

F. Personal Days:

At the commencement of each school year, classified employees shall be credited with two (2) personal days (separate from sick leave) to be used in full or half day increments. Beginning with the 2006-07 school year, at the conclusion of the school year each employee shall be paid one hundred (\$100) dollars for each day or fifty (\$50) dollars for each half day of personal leave credited but not taken. For less than full time employees their personal leave pay will be prorated based on their FTE.

Example: For a six (6) hour employee who has two (2) full days credited to their account at the end of a school year will receive  $.75 \times \$100 \times 2 \text{ days} = \$150$ .

Each employee may deem the appropriate reason for personal leave and no reason need be given subject to the following:

1. No leave shall be granted unless a substitute (if determined needed) is available except in case of emergency.
2. The employee shall give two (2) days advance notice when leave is desired unless circumstances beyond his/her control prevent such advance notice. The District shall have the right to deny any leave that is requested less than two (2) days in advance, unless the leave could not reasonably have been requested earlier.

If a member requests personal leave days immediately before or after Thanksgiving, Winter, or Spring Vacation or the first/last student contact day, he or she may be required to give a reason for this request and such request might not be granted.

Employees shall make a request for personal leave to their supervisor at least twenty-four (24) hours in advance of the leave. If a substitute is not available for the day of the requested leave, whether or not to grant permission for the leave is up the judgment of the supervisor. Personal leave shall not be used to extend holidays or vacations.

G. Perfect Attendance:

Each year of this agreement, any bargaining unit member with perfect attendance (i.e. no use of accrued sick leave, including sick leave for the purpose of bereavement or family leave illness) will be eligible for the following incentives:

1. One eligible bargaining unit member will receive a Perfect Attendance Stipend in the amount of two thousand-five hundred (\$2,500) dollars to be paid in one lump sum in the month of June. The bargaining unit member will be selected by random drawing in June.
2. All other eligible bargaining unit members will receive fifty (\$50) dollars to be paid in June.

## **ARTICLE 19: FAMILY/MEDICAL LEAVE**

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Under the Oregon Family Leave Act (OFLA) (ORS 659.476) and the Federal Family Leave Act (FMLA), the Superintendent or his/her designee may grant up to twelve (12) weeks of leave without pay to eligible classified employees. The request for such leave must be made in writing to District personnel. The District will grant qualifying employees leave in accordance with the OFLA and the FMLA. The cumulative total of twelve (12) weeks of family leave shall be calculated concurrently under the respective state and federal laws and include both paid (sick leave) as well as unpaid leave from the initial date of absence from covered employment.



## **ARTICLE 20: ASSOCIATION LEAVES**

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An aggregate total of eight (8) days per fiscal year of unpaid leave shall be allowed for representatives of the Association to attend state and national affiliated Association conferences and conventions. Such leaves must be approved in advance by the personnel administrator.

## **ARTICLE 21: COURT APPEARANCE AND JURY DUTY**

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Upon the recommendation of the personnel administrator and the approval of the Superintendent, any classified personnel shall be granted a leave of absence with pay for:

A. Jury Service:

Service upon a jury, provided that the salary paid to such employee for the period of absence shall be reduced by the amount of money paid to him/her for jury service. Employees shall be required to report for work if their jury duty ends on any day more than two (2) hours prior to the end of their work shift.

B. Court Appearance as a Witness:

Appearances before a court, legislative committee or other judicial body as a witness in response to a subpoena or other directive by proper authority provided that the salary paid to such employee shall be reduced by the amount equal to that received by the employee as a witness.

C. Court Appearance as Defendant, District Related:

Employees who are named as defendant in a legal proceedings as a result of their District assignment.

D. Exceptions not requiring prior approval:

1. Jury duty and court appearances taken as leave without pay.
2. Appearance as a litigant or witness in any matter against the District taken as leave without pay.

## **ARTICLE 22: TRAVEL EXPENSES**

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A. Drivers who, with prior approval, drive their own cars to pick up a bus parked at the end of the bus run will be reimbursed at the established District rate per mile. Drivers will be expected to pool transportation and mileage will be paid for one (1) car.

B. When employees are asked to travel on behalf of the District using their private vehicle they shall be reimbursed as follows:

1. Mileage:

Mileage will be paid at the established District rate per mile traveled if staff members share rides at five (5) persons (or the maximum number, if less) to a car when that many people are going to the same destination.

2. Food Expenses:

Actual food expenses subject to reimbursement limits set equally for all District employees by Board Policy will be reimbursed to classified employees for approved trips on business for the District upon presentation of receipts for these expenses.

3. Registration:

Conference enrollment fee reimbursed. Meals or entertainment, if included, should be deducted from expense voucher.

4. Lodging:

Actual necessary expense (receipt required for reimbursement)

5. Liability Insurance:

The Board shall provide excess coverage liability insurance protection for employees when their personal vehicles are used as provided in this Section. Use of personal vehicles for travel on behalf of the District shall adhere to established District Policies. Employees shall not be required to transport students in personal vehicles under the terms of this Agreement.

C. Items other than the above are not reimbursed. An accurate accounting for expenses is expected and receipts must accompany the expense voucher.

D. Travel Stipend Outlying Schools:

Classified employees assigned to the following outlying schools and whose residence is greater than five (5) miles from the school shall receive an additional reimbursement payment in June in recognition of extra mileage and travel time such assignment may require:

- Dorena and London: seven-hundred and fifty (\$750) dollars a year.
- Part-time employees assigned exclusively to only one of the above designated outlying schools shall receive a prorated payment based upon the number of days worked at the outlying school.

E. Temporary Assignment to Outlying Schools:

Employees may from time to time be involuntarily assigned on a temporary basis to an "outlying school." "Outlying schools" are defined as being Dorena and London. When such assignment occurs, the following shall apply:

1. Hours and Pay:

The employee shall experience no reduction in rate of pay or number of hours of work for the period of the assignment.

2. Mileage Reimbursement:

Mileage reimbursement shall be made based upon whichever of the following is less:

- a. The difference between the employee's regular home-to-work-and-back mileage and the temporary assignment home-to-work-and-back mileage;  
or
- b. The distance from the District office to the temporary assignment and back.

In the event the distance from the employee's home to the temporary work assignment is less than the distance to his/her regular work assignment, no mileage will be paid.

F. Specific procedures and explanations for employee travel reimbursement costs are specified in Section B above and appropriate forms and documentation must be filed with the District Business Office.

## **ARTICLE 23: HEALTH EXAMINATIONS**

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### **A. Physical Examinations for Bus Drivers:**

School bus drivers must pass a physical examination as required by the District. The District will recommend a provider familiar with the physical requirements of the position. If an employee objects to the provider, the District shall provide a list of not less than four (4) physicians from which the employee may select the physician to be used except that the employee shall not utilize any physician that he or she has used within the past three (3) years for any purpose other than a District-sponsored physical examination. The full cost of the required physical examination will be paid by the District.

### **B. Medical Examinations:**

In cases of serious illness or injury, the District may require a medical report to determine a person's physical fitness to resume his/her full duties. The District required examination will be at District expense and the District shall have the right to name the physician.

## **ARTICLE 24: PROBATIONARY PERIOD**

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The parties recognize that the probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve operations by observing an employee's work, training and aiding employees in adjustment to their positions and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Thus, every new employee hired into the bargaining unit shall serve a probationary period of nine (9) months (contracted work days as defined in Article 1). Employees promoted into a higher classification shall serve a probationary period of nine (9) months in their new assignment. In consultation with CMC, extensions of the probationary period may be approved on a case-by-case basis.

The District has the unrestricted right to terminate new employees on probationary status as long as the employee has been given due process rights. The Association also recognizes the right of the District to demote an employee on promotional probationary status to his/her previous position, if, in the District's judgment, his/her work performance fails to meet required work standards and the employee is afforded due process rights.

The District will fill the position vacated by the employee taking a promotional opportunity with a substitute employee (see Article 1 Section B). If an employee on promotional probationary status finds the job unsatisfactory, the employee will voluntarily request a return to the previous position within three (3) months. The employee will be returned to the same job and same hours.

## **ARTICLE 25: DISCIPLINE**

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No employee shall be disciplined (verbal reprimand, written reprimand, suspended without pay, dismissed) without just cause as defined by the Dougherty seven tests. They are defined as follows:

**A. Notice:**

The employee shall be given forewarning of the possible or probable consequences of the employee's conduct.

**B. Reasonable Rule or Order:**

The rule or order shall be reasonably related to:

1. The orderly, efficient and safe operation of the School District, and,
2. Consistent with what the District, as employer, might properly expect.

**C. Investigation:**

Before administering discipline, the District shall make an effort to discover whether the employee did, in fact, violate or disobey a rule or order of management.

**D. Fair Investigation:**

The District's investigation shall be fair and objective.

**E. Proof:**

The investigation must produce substantial evidence of proof the employee was guilty.

**F. Equal Treatment:**

The District shall apply its rules, orders and penalties evenly and without discrimination.

**G. Penalty:**

The penalty shall be reasonably related to:

1. The seriousness of the employee's proven offense, and,
2. The record of the employee.

Dismissal of permanent employees in the bargaining unit for unsatisfactory job performance requires School Board action. This action will be based upon the recommendations of the Superintendent. Dismissal for unsatisfactory job performance shall be initiated only after an employee has been advised of performance deficiencies and given a reasonable opportunity to improve. In the event of flagrant misconduct, the employee may be suspended immediately from employment until such charges are investigated and a decision is made to continue or terminate employment. If the employee is not terminated, he/she will be reinstated in accordance with the terms established by the Board. If the employee is not reinstated, the termination date will be the date of suspension.

A decision concerning termination or reinstatement of a suspended employee will normally be made by the Board within twenty (20) working days from the date of suspension.

In the event the Board's decision is for dismissal, the employee will be notified of his/her termination as soon as the Board takes official action.

#### Right to Appeal:

It is recognized that employees have the right to appeal certain disciplinary actions to the School Board under ORS 332.544. Dismissal of an employee may be appealed in writing within fifteen (15) days to the Board for reconsideration or under Article 26, F, Step 3, of this Agreement; but not both.

The District's agreement to allow such disciplinary actions to be appealed through the grievance procedure to arbitration as provided for above is to be allowed only when the employee has elected not to exercise his/her rights under ORS 332.544. Any reconsideration decision for the Board shall be final.



## ARTICLE 26: GRIEVANCE PROCEDURE

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- A. Purpose: For purposes of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement. The grievance procedure is the exclusive remedy provided by this Agreement to resolve a grievance.
- B. Definitions:
1. Grievance: A “grievance” is a claim by an employee or the Association based upon the misinterpretation, application or violation of this Agreement or of the District policies and regulations affecting a staff member represented by the Association.
  2. Aggrieved Party: An “aggrieved party” is the party making the claim.
  3. Days: The word “days” refers to a contractual day when the aggrieved party is required to be at work.
  4. Written Decisions: All decisions rendered from Level One Step 2 through Level of this grievance process will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the aggrieved party and to the Association.
- C. Representations and Responsibilities:
1. Representation: Any aggrieved party may be accompanied at all stages of this procedure by an Association representative and/or an attorney of his or her own choosing. The Association will have the right to be present at all stages of the procedure.
  2. Non-reprisal: No reprisals of any kind will be taken by any Association member or representative nor by the District or any member of the administration against any participant in any grievance procedure by reason of such participation.
- D. Grievances must be processed within ten (10) work days from the occurrence thereof or from the time the employee should reasonably have had knowledge of such occurrence. The ten (10) day grievance time line begins when the grievant first knew or should reasonably have known of the occurrence of an alleged violation. The grievance shall be reduced to writing and signed by the aggrieved employee and shall include the following information:
1. A statement of the grievance and facts upon which it is based.
  2. The remedial action requested.

3. The section of this Agreement to which the grievance relates and/or the specific District policies and regulations.
- E. Except as required by Oregon Public Meetings Law and subject to public disclosure under Oregon Public Meetings Law all meetings and hearings under this procedure shall be kept informal and private and shall include only such parties in interest and/or designated representatives as referred to in this Article.

All information relative to the grievance and resolution accomplished via the procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.

- F. The purpose of this procedure is to resolve grievances at the lowest possible level.
- G. Time limits designated in the grievance procedure may be waived by mutual agreement of the parties. Failure to grieve an issue within the specified time period shall render the issue non-grievable.
- H. The Procedure:

Level 1-Principal/Immediate Supervisor:

1. Informal Discussion:

The aggrieved employee shall first discuss the problem with his/her principal or immediate supervisor with the objective of resolving the matter informally within ten (10) days from the occurrence of an alleged violation. The principal and/or supervisor will render the decision within ten (10) days of an informal meeting with the grievant.

2. Written Grievance:

If the matter is not resolved informally at Step 1, the employee shall, within ten (10) work days, reduce the grievance to writing as specified in Section C of this Article and forward a copy of the formal grievance to the principal or supervisor. The principal or supervisor shall arrange a meeting with the aggrieved employee and any Association officer or representative that he/she desires in attendance as soon as possible. The principal or supervisor shall render a written decision within ten (10) days after receiving the written formal grievance from the aggrieved employee. The District and the Association hereby agree that the Level 1 grievance timelines shall be no more than forty (40) days from the occurrence of an alleged violation or reasonable knowledge that an alleged violation has occurred.

Level 2-Superintendent:

1. Appeal:

If the grievance is not resolved at Level 1, it shall along with all pertinent information, be submitted in writing to the Superintendent or his/her designee within ten (10) days after receipt of the Level 1 decision. Within five (5) days of receiving the Level 2 grievance, the Superintendent or his/her designee shall meet with the aggrieved employee, an Association officer if requested by the employee and the supervisor or principal at a time mutually agreed upon. Within ten (10) days of such meeting, the Superintendent or his/her designee shall render his/her written decision. The District and the Association hereby agree that the Level 2 grievance timelines shall be no more than twenty-five (25) days from the date the Superintendent or his/her designee received the Level 2 written grievance.

If the grievance is not resolved at Level 2, the Association shall have five (5) days from the date of receipt of the Superintendent's reply to proceed to Level 3. The appeal shall take the form of a written request that the matter be taken to arbitration.

Level 3-Arbitration:

If the grievance is not resolved at Level 2, the Association and the District shall ask the Employment Relations Board to submit a list of five (5) arbitrators. The parties shall alternately strike one (1) name from the list until only one (1) name is remaining. One (1) day will be allowed for the striking of each name. The Association shall strike the first name.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision within thirty (30) days of the hearing. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board or the Association. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties. All grievances shall first be processed through the grievance procedure. Appeals of the arbitrator's decision will be based on the criteria as stated herein.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same. All costs, including, but not limited to producing witnesses and evidence shall be borne by the party incurring such costs, requiring such witnesses, or producing such evidence.

I. Miscellaneous:

1. Group Grievance:

If a contractual grievance affects a group or class of employees, the grievance may be submitted through the Association or through such aggrieved parties jointly in writing to the Superintendent directly and the processing of such grievance will commence at Level 2.

Time lines for group grievances will be ten (10) days longer at each level than individual grievance time lines. Group grievance time lines may be extended by mutual consent.

2. Any decision made under this Agreement at the final level of the grievance procedure shall be the last remedy provided by this Agreement.
3. All parties shall avoid interruption of classroom and/or any other school-sponsored activities.
4. Every effort will be made by all parties to avoid the involvement of students in the grievance procedure.
5. All parties of interest will process grievances after the regular work day or at other times which do not interfere with assigned duties.

## **ARTICLE 27: WAIVER AND SCOPE**

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**A. Modification:**

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

**B. This Agreement has no effect upon any policies, rules, regulations, practices or procedures of the District pertaining to any matter not specifically covered in this Agreement. The Board's authority to repeal or modify such policies, rules, regulations, practices or procedures is not affected by this Agreement.**

**C. Neither the terms of this Agreement nor their application or operation shall compel the Association or the Board to violate any government rule, regulation, statute, court order or decree. If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid but all other provisions or applications shall continue in full force and effect.**

**D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.**

**E. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all obligations of, and restrictions imposed upon, the District and the Association with the exception that any and all agreements, modifications memorandums of understanding established and/or bargained through the Contract Maintenance Committee shall, upon their ratification by the respective group, become part of this Agreement.**

**F. Past Practice Reopener: The parties wish to insure that the Agreement be as inclusive as possible. Therefore, the Association and the District agree that the Contract Maintenance Committee shall meet and discuss possible past practices that need to be memorialized either by memorandum or policy. Those practices that the parties reduce to writing through this process shall be binding upon the parties for the term of this contract.**

## **ARTICLE 28: SITE COMMITTEES**

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Any program plan/implementation that results from a Site Council:

- A. Shall not violate any District policy unless approved by the Board;
- B. Shall not violate any provision of this Agreement unless mutually approved by the Board and the Association;
- C. Shall set no past practice or precedent with regard to contract negotiations, contract administration and/or grievances.

## **ARTICLE 29: CONTRACT MAINTENANCE COMMITTEE**

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### **A. Purpose:**

The purpose of the committee is to continually review the contract, problem solve labor/management concerns (by mutual agreement) and recommend to the District and the bargaining unit additions, revisions and/or extensions to the contract.

### **B. Makeup:**

The committee shall consist of up to eight (8) members, with a minimum of two (2) and a maximum of four (4) voting members, representing the Association and the same numbers with respect to the District.

1. It is recommended that at least one (1) representative from each group shall have participated in the Non-Traditional Bargaining Process.
2. All committee members must agree to participate in training sessions jointly sponsored by the District and Association.
3. The Association's field representative shall be a non-voting member of the committee.

### **C. Observers:**

In addition, the Board and the Association will each have one (1) additional slot they may designate for an observer. The intent of the additional position for the District is to encourage board members to observe and participate in this process and for the Association to involve other Association representatives or officers to observe and participate in the process.

### **D. Meetings:**

1. The committee will establish operating rules, make such rules available to every member of the committee and review the rules on an annual basis.
2. The Contract Maintenance Committee will hold a minimum of at least one (1) meeting per trimester. The committee will record its proceedings through the maintenance of meeting minutes.
3. Quorum: To undertake official business, the committee composition must consist of a minimum of two (2) voting members from the Association and two (2) members representing the District.

## ARTICLE 30: TERM OF AGREEMENT


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This Agreement shall remain in full force and effect through June 30, 2020.


There shall be two (2) official signed copies of this Agreement, one (1) copy to be retained by the District and one (1) copy to be retained by the Association.

Execution Signatures:

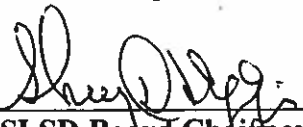
Executed this \_\_\_\_ day of June, 2017, at Cottage Grove, Oregon by the undersigned officers by the authority of and on behalf of the Oregon School Employees Association, Chapter 32 and the Board of Education of the South Lane School District 45J3, Lane County, Oregon.

  
\_\_\_\_\_  
**Krista Parent**  
**Superintendent, SLSD**

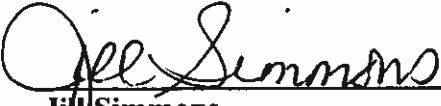
\_\_\_\_\_  
6/22/17  
**Date**

  
\_\_\_\_\_  
**Laura Frederick**  
**OSEA Chapter 32 President**

\_\_\_\_\_  
9-13-17  
**Date**

  
\_\_\_\_\_  
**SLSD Board Chairperson**

\_\_\_\_\_  
6/22/17  
**Date**

  
\_\_\_\_\_  
**Jill Simmons**  
**OSEA Field Representative**

\_\_\_\_\_  
6/26/17  
**Date**



# APPENDIX A

2017-2018

1.000%

JOB TITLE	1	2	3	4	5	6	7	8	9	10
Maintenance/Grounds III	17.49	18.17	18.91	19.64	20.40	21.20	21.20	21.20	21.20	22.06
Maintenance/Grounds II	17.36	18.03	18.78	19.51	20.28	21.08	21.08	21.08	21.08	21.92
Maintenance/Grounds I	17.28	17.95	18.70	19.45	20.21	21.02	21.02	21.02	21.02	21.86
Plant Manager I	14.82	15.42	16.04	16.68	17.38	18.09	18.09	18.09	18.09	18.83
Custodian I	13.95	14.55	15.12	15.74	16.37	17.02	17.02	17.02	17.02	17.70
Courier	13.95	14.55	15.12	15.74	16.37	17.02	17.02	17.02	17.02	17.70
Office Manager IV	17.72	18.56	19.2	19.85	20.49	21.13	21.13	21.13	21.13	21.70
Office Manager III	16.08	16.55	17.02	17.49	17.96	18.40	18.40	18.40	18.40	18.92
Office Manager II	15.67	16.09	16.56	17.02	17.49	17.96	17.96	17.96	17.96	18.44
Office Manager I	15.18	15.67	16.09	16.56	17.02	17.49	17.49	17.49	17.49	18.01
Secretary III	15.18	15.67	16.09	16.56	17.02	17.49	17.49	17.49	17.49	18.01
Secretary II	14.72	15.18	15.67	16.09	16.56	17.02	17.02	17.02	17.02	17.53
Secretary I	14.26	14.72	15.18	15.67	16.09	16.56	16.56	16.56	16.56	17.06
Network Specialist	19.49	20.00	20.45	20.95	21.45	21.96	21.96	21.96	21.96	22.61
Help Desk Specialist	15.45	15.94	16.42	16.91	17.39	17.86	17.86	17.86	17.86	18.39
Transition Specialist	16.09	16.73	17.43	18.12	18.84	19.57	19.57	19.57	19.57	20.40
Campus Security II	15.13	15.77	16.48	17.16	17.88	18.62	18.62	18.62	18.62	19.45
Specialized Educational Assist	13.73	14.17	14.60	15.08	15.53	15.98	15.98	15.98	15.98	16.48
Campus Security I	13.40	13.89	14.36	14.85	15.33	15.81	15.81	15.81	15.81	16.34
Library Assistant II	13.29	13.81	14.27	14.75	15.23	15.74	15.74	15.74	15.74	16.28
Educational Assistant	12.72	13.16	13.59	14.07	14.52	14.97	14.97	14.97	14.97	15.47
Food Service Manager III	16.00	16.42	16.86	17.21	17.61	18.08	18.08	18.08	18.08	18.53
Food Service Manager II	15.09	15.49	15.87	16.22	16.64	17.05	17.05	17.05	17.05	17.53
Food Service Manager I	14.20	14.59	14.95	15.27	15.67	16.07	16.07	16.07	16.07	16.53
Assistant Cook/Manager	13.01	13.48	13.89	14.41	14.97	15.45	15.45	15.45	15.45	15.99
Baker	12.67	13.10	13.56	14.11	14.56	15.03	15.03	15.03	15.03	15.58
Food Service Assistant	11.19	11.42	11.53	11.74	11.83	12.02	12.02	12.02	12.02	12.27
Head Mechanic	18.40	19.13	19.91	20.74	21.55	22.42	22.42	22.42	22.42	23.35
Mechanic II	16.65	17.30	18.08	18.79	19.50	20.32	20.32	20.32	20.32	21.18
Mechanic I	15.12	15.77	16.39	16.99	17.70	18.40	18.40	18.40	18.40	19.20
Bus Driver (driving)	17.02	17.25	17.33	17.47	17.59	17.74	17.74	17.74	17.74	17.93
Bus Aide	12.72	13.16	13.59	14.07	14.52	14.97	14.97	14.97	14.97	15.47
Bus Waitine	15.67	15.67	15.67	15.67	15.67	15.67	15.67	15.67	15.67	15.67
Pool Manager	18.08	18.53	18.99	19.46	19.96	20.45	20.45	20.45	20.45	21.27
Pool Assistant I	13.97	14.42	14.87	15.33	15.78	16.23	16.23	16.23	16.23	16.75
Pool Assistant	12.97	13.42	13.87	14.33	14.78	15.23	15.23	15.23	15.23	15.75

Lead Custodian I	+0.25/hr
Lead Custodian II	+0.50/hr
Bus Driver Trainer	+1.50/hr

Dispatcher/Discipline	+1.00/hr
Assistant Bus Driver Trainer	+0.75/hr

## APPENDIX B

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### DEFINITIONS FROM AGREEMENT 2017-20

**ACTING-IN-CAPACITY PAY** is salary paid to employees temporarily assigned to perform the duties of a higher paid classification. (Article 12)

**AGGREVED PARTY** is the staff person(s) filing a grievance claim. (Article 26.B.)

**BUMPED** employees are those who have been replaced in their current assignment by a more senior employee due to a District decision to eliminate a position or reduce a position. (Article 7.A.)

**CLASSIFICATION** refers to a group of related job titles. Classifications and job titles are included in Appendix A.

**CONTRACT MAINTENANCE COMMITTEE (CMC)** is a committee of Association and District participants who review the contract, problem solve labor/management concerns by mutual agreement and makes recommendations regarding solutions, revisions and additions. (Article 29. A and B)

**DISCIPLINE** is defined as verbal reprimand, written reprimand, suspension without pay or dismissal. (Article 25)

**DISPLACED** employees are those full-time and part-time employees whose positions have been eliminated or reduced. (Article 7.A.)

**EMPLOYEE** shall include all employees represented by the bargaining unit. (Article 1 A. and B.)

**GRIEVANCE** (Article 26.B.)

**HIRE DATE** is the date an employee officially begins work in a permanent position within the District. On this date, an employee is considered part of the bargaining unit and is covered by all Articles in the Collective Bargaining Agreement. (Article 1.C.)

**ILLNESS LEAVE** means paid leave for an absence due to the employee's illness or injury or the illness or injury of a member of his/her family that would require the employee's presence. (Article 18. A. and C.)

**IMMEDIATE FAMILY** shall be defined as spouse, son, daughter, mother, father, sister, brother, grandparent or grandchild; or on the marriage side; son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law or brother-in-law. (Article 18.C.)

**LAYOFF** refers to reduction in employment status due to revenue shortfalls or administrative decisions to make program or work force modifications. (Article 7.A.)

**LIMITED TERM EMPLOYEE** is an employee hired to fill a position of extended duration, not expected to exceed one hundred-ninety (190) days, when the regular employee is on an approved leave. (Article 1.B.)

**PROBATIONARY PERIOD** to be served by new employees shall be six (6) months. Employees promoted to a higher classification shall serve a probationary period of six (6) months in their new assignment. (Article 24)

**RECALL** refers to the return to the classification formerly held by an employee in the inverse order in which they were laid off or reassigned when position openings occur. (Article 7.B.)

**SEASONAL WORK** is defined as work of a type that cannot be completed by available staff due to a seasonal or temporary increase in the workload. (Article 1.C.)

**SUBSTITUTE EMPLOYEE** is defined as an employee who may be called in at the District's discretion to replace employees who are on an excused leave of absence. Substitutes who are assigned on an annual basis or scheduled for sixty (60) days or more shall be considered part of the bargaining unit and receive fringe benefits. (Article 1.B.)

**TEMPORARY EMPLOYEES** are those hired to do a specific or seasonal job (i.e., summer roofing and painting crews) with a limited duration. Temporary employees who are assigned, scheduled or required to work for more than one hundred twenty (120) work days will be considered part of the bargaining unit and will be placed on the salary schedule with full protection, benefits and responsibilities. (Article 1.B.)

**TERMINATION** means severance from employment such as absence without leave, resignation or dismissal. (Article 25)

**WORK DAY** is defined as a day designated as a report day for a classified staff group as defined by the District's official work calendar. (Article 1.C.)

**WRITTEN DECISIONS** are those set forth in writing in a grievance process by the Principal, Supervisor, Superintendent or Employee Relations Board. (Article 26.B.)

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