

ARTICLE 7

WORKWEEK, HOURS OF WORK

A. Hours of Work

1. A full-time work schedule shall consist of 40 ~~forty~~ hours within the designated workweek, worked on the basis of five ~~5~~ eight-hour days or four ~~4~~ ten-hour days. The workweek begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. ~~To the extent consistent with the operational needs and requirements of the District, such workdays shall normally be consecutive as scheduled by the District.~~
2. To the extent consistent with the operational needs and requirements of the District, the District will schedule work on a Monday through Friday basis. If the District intends to schedule a regular workweek including a Saturday or Sunday, the District will first seek volunteers among qualified employees, but will not be obligated to assign a modified workweek to a volunteer.
3. A four percent (4%) differential will be paid to employees who have a ~~continuous regular workweek~~ schedule that includes work on a Saturday and/or Sunday. ~~Shifting of days at an employee's request to a Saturday or Sunday does not entitle the employee to the differential.~~
4. The District ~~reserves the maintaining~~ sole discretion ~~over to determine the~~ operational needs and requirements ~~of the District. Shifting of days at an employee's request to a Saturday or Sunday does not entitle the employee to the differential.~~
5. The District shall give a minimum of one ~~14~~ week advance notice prior to regular changes in reporting and end of shift times, except in case of emergency or reasonable student needs.
6. The District and the Association agree that supervisors and ~~bargaining unit members~~ ~~employees~~ share a collective responsibility to collaborate and communicate with each other to help prioritize the work to be performed within the assigned workday. If an employee is unable to reach resolution with the supervisor, the employee may utilize the complaint process for employees outlined in Article 20.
7. An employee may only be assigned work that can be reasonably completed within their scheduled work time. Exceptions to this are when a supervisor approves additional work time for the employee to accomplish additional responsibilities or duties.
8. If an ESP believes that they are assigned work in excess of (A)(7) or if they need assistance in prioritizing work tasks, or assigned work is causing the consistent submission of exception timesheets or the loss of lunch or rest breaks, the ESP may, after providing a written statement of the problem, have a meeting with their supervisor to discuss the issue. The supervisor shall provide a written response no later than 10 working days after the meeting.

B. Flex Time

Flex time is a modification to an employee's work schedule for one ~~(4)~~-workweek or less. An employee may request and a supervisor may approve the use of flex time by an employee for mutual benefit and when such an adjustment does not negatively impact the delivery of District services. Flex time will be used within the work week in which it is requested and will be tracked by the employee's work location. For example: an employee may request to work one ~~(4)~~-hour past their normal scheduled work on Monday in order to be allowed to leave early on another day within that workweek; or an employee may request to arrive one ~~(4)~~-hour later than scheduled on a given day but work one ~~(4)~~-hour longer on that same day. If an employee works additional hours that put the employee into overtime status, without their supervisor's approval, per Article 14, Section E (Overtime), a supervisor may determine that time will be flexed rather than paid overtime. The supervisor and employee will work collaboratively to determine when that time will be flexed.

At the end of a ~~work-week~~ ~~workweek~~, the employee will submit timekeeping with their unused flex time or time deduction (if they did not work the approved adjusted time) to their supervisor. All time will be adjusted based on the employee's rate of pay.

C. Lunch Periods

~~Each employee working six (6) or more consecutive hours shall receive a duty-free lunch period of at least one-half (1/2) hour. Such time as scheduled by the employee's supervisor, as nearly as practical to mid shift, shall be their lunch period. Lunch period shall not be credited as time worked.~~

D.C. Rest and Meal Periods

Each employee shall receive a 15 ~~fifteen~~-minute break for every segment of four ~~(4)~~ hours or major portion thereof worked in one ~~(4)~~-work period of consecutive service, with the break coming as close as practical to the middle of the work segment. Such breaks shall be designated and scheduled by the supervisor. It is prohibited for an employer to allow employees to add the rest period to a meal period or to deduct rest periods from the beginning or end of the employee's work shift. ~~(See the following chart for break and meal period information.)~~

~~Each employee working six (6) or more consecutive hours shall receive a duty-free lunch period of at least one-half (1/2) hour. Such time as scheduled by the employee's supervisor, as nearly as practical to mid shift, shall be their lunch period. Lunch period shall not be credited as time worked.~~

~~(See the following chart for break and meal period information.)~~

Length of work period	Number of rest breaks required	Number of meal periods required
2 hrs or less	0	0
2 hrs 1 min - 5 hrs 59 min	1	0
6 hrs	1	1
6 hrs 1 min - 10 hrs	2	1

10 hrs 1 min - 13 hrs 59 min	3	1
14 hrs	3	2

E. Accruals

1. For hourly employees, sick leave and vacation time will be based on actual hours worked, including additional earnings, up to 40 (forty) hours per week, in the employee's regular position during the employee's regularly assigned work year.

- 2.1 Less than 12-month employees shall accrue vacation and sick leave for any work performed in their same classification during scheduled recess periods.

D. Logistics Time

1. No ESP will be required to design instruction or assessments or perform other duties of a Teacher of Record, as defined in OAR 584-210-0200. ESPs who are assigned to assist in the preparation of student materials will be provided time to do so.

2. Prior to their initial work with a student, and when relevant to their assignment, ESPs will have time to review an IEP, 504, behavior, medical protocol, or other plan designed to support the student.

E. Inclement Weather

In a District-wide, full-day inclement weather closure, the district will provide ESP's one day of their regular pay without the use of an accrual. Should there be more than one day of district-wide inclement weather closure, employees may use their personal and/or vacation accruals to supplement their hours. This section does not apply to those required to report during a district-wide inclement weather closure. Should the district decide to schedule a make-up day(s), one make-up day for inclement weather shall be unpaid, except those who were required to report during the closure.

ARTICLE 10

LEAVE OF ABSENCE WITH PAY

A. Sick Leave ~~With Pay~~

1. Family Member

For purposes of ~~Article 10 this agreement~~, "family member" shall be defined as that provided for in ORS 659A.150.

(4) "Family member" means:

(a) The spouse of a covered individual;

(b) A child of a covered individual or the child's spouse or domestic partner;

(c) A parent of a covered individual or the parent's spouse or domestic partner;

(d) A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;

(e) A grandparent of a covered individual or the grandparent's spouse or domestic partner;

(f) A grandchild of a covered individual or the grandchild's spouse or domestic partner;

(g) The domestic partner of a covered individual, or

(h) Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

2. All employees shall accrue sick leave in accordance with the provisions of Oregon's School Employee Sick Leave Law (ORS 332.507) and the Oregon Paid Sick Pay Law (ORS 653.601-653.661) ~~related to their and/or their family's illness or injury~~.

3. Full-time 12-month employees shall accrue 12 ~~(twelve)~~ days each fiscal year, and employees who serve for a fraction of the fiscal year and/or a fraction of the regular workday shall accrue sick leave benefits on a pro-rated basis. Computations shall be based on a single workday reporting schedule and the number of days reporting. ~~Additionally, at the beginning of their contracted year, each employee shall be awarded three (3) days of sick leave equivalent to three (3) of the employee's regular workdays. These three days replace the "Family Illness Leave" benefit that appeared in previous collective bargaining agreements. For the current year, bus drivers shall have their allocation based on their June route package hours. for the current year.~~ In no event will sick leave be available for a day that would not otherwise have been a regular workday. Each employee shall be furnished ~~with~~ a statement ~~for~~ each payday showing the number of hours of accumulated unused sick leave available. Unused sick leave shall accumulate to an unlimited total.

2.4. ~~An employee whose term of illness extends through June 30 of any given fiscal year, and at that time has not used up all paid accruals shall be able to continue to use their sick leave accruals at the beginning of the next fiscal year. However, in these cases, such an employee's sick leave account shall not be credited for additional hours in the new fiscal year until they have returned to work.~~ An employee with an illness covered by accumulated sick leave benefits shall be subject to disciplinary action, if other unauthorized employment is undertaken while the employee is absent.

3.5. Sick leave is a right of an employee when used in accordance with this Article and sick

leave statutes. The District may require medical certification as a condition of allowance of sick leave when an employee is absent in excess of ~~10 (ten)~~ three consecutive workdays.

~~4.6.~~ If the employee's absence may qualify under state and/or federal leave laws, then the employee will provide a medical certification along with the application no later than three ~~(3)~~ days following the start of the leave. The District shall provide written notice of the reason(s) for requiring the medical certification upon request by the employee.

~~5.7.~~ If the medical certification indicates an employee can return to their duties, they shall return, or in continued absence may be disciplined up to and including termination.

~~6.8.~~ Sick leave shall not be considered available as terminal leave, either in time or in dollars, except as reported to the Public Employees Retirement System upon retirement.

~~7. Sick leave shall be utilized for personal or family members' medical, dental, and optical appointments on an hour-for-hour basis. Sick leave may be utilized for absence due to personal or family member's physical and/or mental illness, injury or any disabling condition including pregnancy as verified by a healthcare provider.~~

~~8. Qualifying family members under Section A.1 of this Article include: Spouse, domestic partner, child (including adopted, stepchild, foster child), domestic partner's child, parent, parent-in-law, domestic partner's parent, grandparent, grandchild, and any individual whom an employee has or had an in-loco-parentis relationship as defined under ORS 653.604.~~

9. When an employee is absent due to illness or injury compensable under the Workers' Compensation Law, the District's obligation to compensate the employee from any of the employee's paid accruals is limited to the difference between the payment received as a result of Workers' Compensation award and the employee's regular salary. In such instances, prorated charges will be made against accrued leave. The order of the accruals to be used are as follows: sick leave, vacation leave, ~~and then~~ personal leave.

10. Any employee on workers' compensation leave who has exhausted their sick leave and whose healthcare provider certifies a return to two ~~(2)~~ months of light duty work, will receive the same District-paid insurance contribution for those two ~~(2)~~ months and one ~~(1)~~ additional month.

11. An employee absent from work due to injury that is the result of workplace violence while acting in their capacity as an employee for the District, will receive compensation for up to three ~~(3)~~ days of pay at the employee's per diem rate, per instance. In order to qualify for such compensation, the employee must have an accepted Workers' Compensation claim associated with that injury.

~~4.12. For the purposes of transferring sick leave, the District shall permit an employee to transfer up to 75 (seventy-five) days of unused sick leave from another Oregon school district. The accumulation shall not exceed that carried by the most recent Oregon school district. However, the transfer of sick leave from another Oregon school district shall not be effective until the school employee has completed 30 (thirty) days in the new district. At the time of original employment or subsequent re-employment by the district, an employee who was previously employed in an Oregon school district shall be credited with unused sick leave, up to 75 days, accumulated in and reported by such prior district or districts, provided~~

however, that: (a) In the calculation no single sick leave day will be counted more than once; (b) Such sick leave will not be credited to the employee's account until the employee has completed 30 working days with the district.

5.13. An employee absent from work due to injury that is the result of workplace violence while acting in their capacity as an employee for the District, will receive compensation will have their leave accruals reinstated for the absence for up to three (3) days per instance. If the employee entered into unpaid status due to this three day absence, the District will compensate the employee of pay at the employee's per diem rate for unpaid worktime lost per instance. In order to qualify for such compensation, the employee must have an accepted Workers' Compensation claim associated with that injury.

6.14. An employee may use sick time to donate blood in accordance with State Law.

B. Paid Family Medical Leave Insurance Leave Oregon (PFO)

1. For purposes of administering Oregon's Paid Family and Medical Leave Insurance Leave Oregon (PFML-PLO-program), the District has the option to change to or from a state plan and a state approved equivalent plan provided employee contributions with an equivalent plan do not exceed the amount that an eligible employee would otherwise be required to contribute with a state plan. PFML-PLO will run concurrently with OFLA/FMLA other state or federal programs to the extent that the law requires.
2. Employees must make the decision to either run their paid leave accruals concurrently or not concurrently with PFML-PLO when providing notice of their foreseeable leave to the Leaves department/Human Resources. Employees will enter the amount of their accruals they want to use in the absence management system and will be subject to payroll deadlines. If employees choose to use their accruals, they will enter their absences in the District's absence management system. If they an employee chooses not to use their accruals, the Leaves Department/Human Resources will enter their absences on their behalf.

If advanced notice is not possible due to an emergency or unforeseeable event, the employee must notify the Leaves department/Human Resources as soon as possible.

3. If an employee's PFML-PLO leave is extended, the employee will be allowed to modify their paid leave accrual election at that time. Any wages paid to an employee based on the employee's paid leave accrual election will be final and not subject to a repayment or restoration of accruals.

C. Court Appearances

1. If an employee must appear in court on their own behalf, they may use their personal leave, vacation, or take leave without pay.
2. If an employee is called for jury duty or is subpoenaed as a witness in a court case related to their work with the District, they will be compensated by the District at their current rate of pay, for the hours of work lost as a result of court appearance or duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement.

The District may require a jury summons to be provided by the employee.

3. In the event the employee is a claimant against the District, then their leave shall be without pay.
4. Day shift employees will be required to report for work if their court appearance ends on any day in time to permit at least two (2) hours work in the balance of their regular shift. They shall not receive pay for any hours not worked or in court. Other shift employees will not be required to report for work on any day they have performed court duty for more than one-half day, provided such absence shall be without pay. Hours paid for court appearances will be counted as hours worked for the purpose of computing leave benefits and insurance contributions.

D. Personal Leave

1. Employees shall have available a total of three (3) days per fiscal year for personal leave purposes. Such leave shall not accumulate from year to year. ~~Such leave shall not be used for any purpose for which other leaves are specifically provided by this Agreement unless those leaves have been exhausted.~~ Requests for leave must be made in writing at least three (3) workdays prior, unless it is an emergency, then the request will be provided as soon as practical. If the employee submitted their request at least three (3) workdays prior to the personal leave and the supervisor has not rendered a decision in writing to the employee within three (3) workdays, the request will be automatically approved. The supervisor's decision may be appealed to the ~~Director of Human Resources or designee~~ within 14 ~~fourteen~~ calendar days of a supervisor's denial of use of personal leave.

~~2. The following restrictions apply to the use of personal leave:~~

- ~~• The first three student days of the school year~~
- ~~• The last three student days of the school year~~
- ~~• One day prior to winter break~~
- ~~• One day prior to spring break~~
- ~~• One day after spring break~~
- ~~• One day after winter break~~
- ~~• The day prior to a paid holiday~~

~~2.3. Exceptions to the personal leave restrictions may be granted at supervisor discretion~~

~~4. An employee who serves for a fraction of the school year or school day shall receive the benefit on a prorata basis~~

~~5. Personal leave hours will be front loaded to an employee after the employee has worked one (4) full day after the start of the fiscal year~~

~~Unused personal leave will move to the employee's sick leave at the end of each fiscal year or at the end of their employment~~

~~6.~~

~~3. Personal leave may not be used during blackout dates, defined as the first five (5)~~

~~student contact days at the start of the school year or the last five (5) student contact days at the end of the school year, the week prior to or the day following Winter and Spring Break or the day immediately prior to or after a holiday.~~

- ~~4. Exceptions to blackout dates will be made on a case-by-case basis for once in a lifetime events (i.e. wedding or graduation) by submitting a written request to the employee's supervisor. These exceptions must be communicated to payroll and Human Resources in order not to result in a loss of pay.~~
- ~~5. Personal leave hours will be front loaded to an employee after the employee has worked one (1) full day after the start of the fiscal year.~~

E. Association Leave With Pay

Association representatives shall be allowed time away from their duty stations without loss of pay when required and authorized by the District for the specific purposes of meeting with District representatives concerning administration of this contract and adjusting processing grievances under the procedure defined herein.

F. Educational Leave with Pay

Leaves of absence with pay to attend workshops, conventions, or other training programs may be granted upon proper application to the supervisor, with approval by the Superintendent or their designee. Such leave shall apply only to programs which in the District's judgment will improve District operations. Expense allowances for meals, lodging, and travel may be granted for such leave according to District policy. An itemized expense account must be submitted to the Fiscal Services office upon return.

G. Military Leave With Pay

The District will comply with all state and federal laws regarding military leave. Military leave may be with or without pay based on the type of orders received by the employee. This leave is available to all qualifying employees, including employees in probationary status. Employees will notify the Benefits and Leaves Department/Human Resources to process Military Leave requests.

H. Family Illness Leave

Family illness leave may be utilized for absence due to critical illness or injury of a family member as defined in Section A of this Article and includes sibling, aunt, uncle, niece, and nephew to a maximum of three (3) regular workdays per fiscal year. A critical illness/injury means any illness/injury requiring the employee's presence. When the family member resides outside the employee's household, the employee's presence must be necessary in order for the employee to take leave. Employees may use any available vacation leave in accordance with the provisions of Article 9.

I.H. Bereavement Leave

Bereavement leave with pay, not to exceed five days per bereavement, shall be granted to each employee due to the death of a family member or for pregnancy loss. This leave may be entered by the employee through the normal absence reporting system. Employees are required to identify the relationship to the employee in the system. The purpose of this leave is to allow the employee the necessary time to attend the funeral and to take care of other necessary arrangements. The District may request documentation to support an employee's bereavement leave if it appears that an employee may be abusing the leave.

An employee shall have bereavement leave up to five (5) working days with pay per occurrence. Such leave shall be available to an employee in the event of death in the employee's immediate family due to the death of a family member or for a pregnancy loss. The immediate family shall be defined for the purpose of this section as parent, parent-in-law, spouse, domestic partner, child (including stepchild, foster, adopted, and a child whom the employee stands in loco parentis), grandparent and grandchild, sibling (including step-brother and step-sister), aunt, uncle, niece, and nephew or for a pregnancy loss. This leave may be entered by the employee through the normal absence reporting management system. Employees are required to identify the relationship of their family when entering their absence. The District reserves the right to request written verification of death from employee. Employees may request to use any available vacation leave in accordance with the provisions of Article 9 if additional time is needed. Probationary employees are eligible to use bereavement leave.

Note: There are additional bereavement leave opportunities in Article 11, Leave of Absence Without Pay.

J.I. Parent-Teacher Conferences

Employees who need to may attend parent/teacher conferences for their children a family member for up to two hours per conference would be allowed to arrange time to attend conferences for their own children that is least disruptive to the employing school's or department's conference day schedule without a loss of pay or deduction from the employee's leave accruals.

Such leave is subject to supervisor approval and cannot create an undue burden on District operations. The District may request documentation to support an employee's leave.

ARTICLE 14

RATES OF PAY

A. Salaries

1. The base schedule will be increased by ~~3.0~~ **3.75** % for fiscal year ~~2023-2026-2027~~ **2024** ~~retroactive to July 1, 2026~~ **and 3.75** ~~3.0~~ % for fiscal year ~~2024-2027-2028-2029~~ **and 4.00% for fiscal year 2028-2029.**
2. Upon the date of ratification of this Agreement, active employees shall receive a one-time \$5,000 recognition and retention stipend. This stipend shall be paid out within 10 (ten) working days of ratification of this Agreement. Employees whose FTE is greater than or equal to 0.5 FTE shall receive the full \$5,000 stipend and employees whose FTE is less than 0.5 FTE shall receive \$2,500. Casual employees and employees on a non-protected leave of absence for more than six (6) months are ineligible for the stipend. Employees on a paid administrative leave shall receive the stipend upon reinstatement.
- 2.3. All employees eligible for step increases shall receive their step increase on July 1st of each year. New employees hired before January 1st of a given year shall receive a step increase on July 1st of the same year. New employees hired January 1st or later of a given year will not receive a step increase until July 1st of the next year.
- 3.4. If an employee is hired **promoted**, or reclassified into a higher paying classification, the employee shall be moved effective with date of assignment to the step in the new classification **that is** based upon the greater of the following:
 - Step consistent with their years of related work experience as determined by Human Resource; or
 - The next higher step in pay, on the new pay range; or
 - Step **one (1)** of the new pay range.
- 4.5. If an employee is hired **demoted** or reclassified into a lower paying classification, the employee shall be moved effective with date of assignment to the step in the new classification based upon the greater of the following:
 - Step consistent with their years of related work experience as determined by Human Resources; or
 - Step consistent with their last held step in the lower paying classification, if applicable; or
 - Step **one (1)** of the new pay range.

B. Out-of-Class Pay

1. Employees temporarily assigned by the District to a higher paying classification shall assume all the duties and responsibilities of the assigned position and be considered acting

out-of- classification. After five ~~(5)~~ consecutive workdays in such assignment an employee shall be entitled to the rate of pay that is the comparable pay step in the new classification range which provides a salary one ~~(4)~~ pay step higher than the salary they were receiving prior to the assignment, or the rate of the first pay step of the new classification range, whichever pays the greater amount for the remainder of the assignment. NOTE: The District will change job descriptions to read "Performs related duties consistent with job description and assignment." However, the District may continue to use employees out of class as long as it complies with any applicable contract language regarding out-of-class pay.

~~2. Employees who are paid below range 15 shall be paid at their current experience step at range 15 for 15 minutes or actual time worked, whichever is greater, per instance they are required to have direct physical contact with a student as part of a toileting protocol excluding transport to and from the restroom.~~

C. Longevity Stipend

~~Employees who meet the qualifications for longevity shall receive a longevity stipend equal to two and one-half percent of the employee's annual base salary, excluding including differential pay. The stipend shall be paid as a single lump-sum payment in October of the year in which the employee becomes eligible. Such payment shall be paid once every three years to qualified employees.~~

~~To be eligible for the longevity stipend, an employee must be repeating at Step 6 of a salary range and must have 10 or more years of continuous service with the District in a classified bargaining-unit position. Eligibility shall be determined based on the employee's status in October of the year of payment. Employees on approved unpaid leave during October shall remain eligible for and shall receive the longevity stipend, provided all other eligibility requirements are met.~~

~~No employee shall receive a longevity stipend more than once during any three-year period.~~

~~Employees working out of class shall have their eligibility for and calculation of the longevity stipend determined based on the step placement of the position to which the employee would otherwise be assigned, rather than the out-of-class assignment.~~

~~An employee who meets the qualifications shall receive a longevity stipend of 2.5% of their annual salary paid in a single payment in October of the year they qualify. Such payment shall be paid once every three (3) years to qualified employees. To qualify, employees must be repeating on the 6th step and must have been continuously employed in a bargaining unit position in October. Qualified means any employee who is repeating at the 6th step of any salary range and has 10 (ten) or more years of continuous service with the District in a classified bargaining-unit position. No employee shall receive a longevity stipend more often than once in any three (3)-year period.~~

~~Employees working out of class will have their qualification for the stipend calculated based on their step placement on the salary range of the position in which they otherwise would be working.~~

D. Pay Options

1. Each regular ~~Education Support Professional~~ employee ~~ESP~~ whose work assignment is less than 12 ~~twelve~~ months shall be paid on the basis of 12 ~~twelve~~ equal payments. Employees who are on a 12 ~~twelve~~ pay schedule will receive all monies earned in the fiscal year by June 30th. Annually, a returning employee shall be permitted to elect payment on the basis of 10 ~~ten~~ equal payments, September through June. Other employees shall be permitted to elect such payment at the time they are offered employment. Once an election is made, it must remain in effect for the current year and will remain in effect from year to year thereafter provided the selected pay option is valid for the employee's work assignment dates.
2. Employees who wish to change their pay option election must notify the District in writing on or before July 15th of the new fiscal year.
3. This section does not apply to 12-month employees.

E. Overtime ~~and Compensatory Time~~

1. Overtime ~~will be scheduled and approved by the District when it determines such work is needed. In all cases, employees~~ Employees shall ~~request supervisor approval prior to working not earn overtime or compensatory time, without their supervisor's approval, pay for employees shall be allowed only in cases of emergency and when authorized by the building principal or supervisor.~~
2. ~~Approved overtime~~ Eligible employees shall be compensated at the rate of time and one-half. ~~Employees ESPs that who hold more than one position will be paid based on the pay rate of the position in which the extra time was worked outside of the employee ESP's regular schedule, but in no event shall such compensation be received twice for the same hours.~~
 - a. Overtime shall be paid for all assigned work in excess of 40 ~~forty~~ hours in any workweek, except when employees work a four-~~4~~ — 10 ~~ten~~ workweek. In such case overtime will be paid for all assigned work in excess of 10 ~~ten~~ hours in a day or 40 ~~forty~~ hours in any workweek.
 - b. Overtime pay shall be based on the actual number of hours on duty per day except that one and one-half ~~1 1/2~~ hours of overtime will be guaranteed in instances where an employee is called back to work. For the purpose of computing overtime, all hours an employee actually works plus unworked holiday and vacation hours shall be credited as time worked in computing total work period hours. Sick leave shall not be counted as time worked.
3. Notwithstanding the provisions of sections E.2.a and E.2.b above, an eligible employee at ~~his or her~~ ~~their~~ discretion with the concurrence of the District will be granted compensatory time off in lieu of pay for overtime worked. Compensatory time off shall be computed at the rate of time and one-half ~~1 1/2~~ for all overtime worked. Any compensatory time that has not been used by May 15th, will be paid out in full in the

May payroll. Any compensatory time earned in June, will be paid out in the June payroll as overtime. Compensatory time earned and used will be tracked in the payroll system and noted in the employee's leave accruals.

4. In the event that sufficient acceptable personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional personnel, as are deemed necessary by the District, shall be required to work overtime.
5. To the extent determined feasible by the District's supervisors, employees will be provided advance notice of overtime assignments.

F. Shift Differential

The District agrees to provide shift differential compensation to employees working four ~~(4)~~ or more hours of their scheduled working shift after 5 p.m. and before 5 a.m. Such compensation shall be four percent ~~(4%)~~ per month greater than their regular monthly salary.

G. Call Back Pay

In emergency situations, an employee who is called back to work after the end of their shift, shall be compensated at the rate of time and one-half ~~(1-1/2)~~ for a minimum of two ~~(2)~~ hours or actual hours worked, whichever is greater.

H. On-call Pay

1. ~~Employees on call are not required to remain on District premises or within a specific geographic area and may use on-call time for personal purposes, provided they remain reachable and able to report to work within a reasonable response time as determined by the District. An employee who is required by their supervisor to remain on call and available for work outside of their regular shift, and is required to report immediately when contacted by their supervisor, shall be paid two (2) hours at their regular rate of pay for every 24 (twenty-four) hour period during Monday at 8:01 a.m. – Friday at 4:59 p.m. The first time the employee is required to report to work, the time worked shall be applied to the two (2) hours per 24 (twenty-four) hour period.~~
 - a. On Friday, beginning at 5:00 p.m. until Monday at 8:00 a.m., an employee shall receive four ~~(4)~~ hours for every weekend period. The first time the employee is required to report to work, the time worked shall be applied to the four ~~(4)~~ hours, per weekend.
2. The employee shall receive additional pay the first time they report only if the time exceeds two ~~(2)~~ hours. Callback provisions shall apply to all subsequent times they must report. All hours actually worked, in excess of 40 ~~(forty)~~ hours during a workweek, shall be subject to overtime provisions.

I. Mileage Reimbursement

Employees who are required to use their personal vehicles for work purposes will track and

submit their actual miles traveled and will receive reimbursement at the IRS rate.

Employees who are not required, but request to use their own vehicle for work purposes, must have pre-approval from their supervisor. If the employee has pre-approval to use their personal vehicle, they may track and submit a mileage report their actual miles traveled and receive reimbursement at the IRS rate.

J. Bilingual Differential ~~This Provision Goes into Effect on July 1, 2024~~

Employees may qualify for a language differential of four percent ~~(4%)~~ of the Grade 19, Step 1 Rate, if the following requirements are met:

1. Qualifications

- a. The employee demonstrates verbal and written proficiency in a second language other than English, based on the District's assessment requirements. Any assessment fees will be paid by the District; and
- b. The employee's supervisor assigns duties which include the use of the second language on a regular basis that supports students, staff, parents, and/or community members of their school or program.

2. This differential will be awarded to employees on a year-to-year basis based upon the needs of the District.

3. No retroactive pay will be given for any work performed prior to successfully passing the District's language assessment.

K. Payroll Errors

~~The~~ When a payroll error is recognized/identified, the District ~~at employee's request~~ will correct any District payroll the error within ~~five (5) 10~~ working days ~~of the employee's request and submission of confirming documentation~~. The District will also collect overpayment of wages and/or benefits from employees ~~in accordance with Oregon law~~.

~~L. Work During Recess Periods~~

~~Less than 12-month employees who are brought back to work during scheduled recess periods will be paid a rate consistent with past practice. The rate will increase each year at the same rate as the salary schedule.~~

~~M.L. District Closures~~

Employees who are required to report to work at a District work location, during a District closure, shall receive a four percent ~~(4%)~~ differential for the hours worked on that day.

ARTICLE 15

INSURANCE

1.A. District Contribution

1. The maximum District contribution for plans selected will be \$ ~~1,500~~ 1,600 1,615 for the ~~2023-2026~~ 2024-2027 insurance year, ~~beginning the month following ratification~~ and \$ ~~1,550~~ 1,600 1,625 for the ~~2024-2027~~ 2025-2028 insurance year, ~~and \$1,575X for the 2025-2028-2026-2029 insurance year.~~
2. Employees may elect an insurance benefit package from the District's programs offered. For employees working 4 to 5.99 hours per day, the District shall contribute 70.0% of the amount paid for six ~~(6)~~ to eight ~~(8)~~ hour employees. ~~Part-time employees as defined in this Article may select insurance benefits as allowed by the current plan.~~
3. The difference, if any, between the cost of the insurance package chosen by the employee and the District contribution shall be paid by the employee through a payroll deduction.

4. ~~Two (2) Employees Employed by the District Benefit (Formerly Two (2) on Contract~~ 2

When married couples or domestic partners are both employees of the District, they may elect to combine their full insurance contributions to pay their plan premiums. They may use up to the equivalent of insurance contribution caps for both employees. The following is required to qualify for this benefit:

- a. Both the employee and spouse or domestic partner work for the District.
- b. Both the employee and spouse or domestic partner are ~~not~~ eligible for insurance benefits.
- c. Both benefit eligible employees complete and sign a form enrolling in this benefit arrangement.
- d. ~~Two (2) Employees Employed by the District Benefit~~ Two on Contract means:
 - i. One ~~(4)~~ spouse, domestic partner employee declines the medical, dental, and vision enrollments offered by the District.
 - ii. The other spouse or domestic partner of the employee enrolls all eligible family members in a medical, dental, and/or vision plan offered by ~~the District~~ the District.
 - iii. The family has one ~~(4)~~ set of medical, vision, and dental benefits and is not double covered through the District.
- e. If the employee and/or spouse work part-time and receive a pro-rated District contribution, the District will pay up to 100% ~~(one hundred percent)~~ of the pro-rated contribution for each person.
- f. Any premium amount not covered by the District contribution is paid by the employee.

~~4.~~

~~4.~~ 5. The District will contribute \$100 125 a month to all eligible employees' Health Savings Accounts (HSA) who elect a qualifying high deductible insurance plan through the District.

B. Leave without pay

~~Employees on authorized leave without pay may participate in the District group insurance program as provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA).~~

[MOVED FROM ARTICLE {12}, SECTION {C}]

2.C. Retirees

Retiring employees may elect to continue participation in District group insurance plans, single, two ~~(2)~~ party or family rate, at their own expense, in accordance with state law, insurance company rules, and District procedures.

3. Domestic Partners

~~Same-sex domestic partners will be permitted to enroll in the negotiated insurance plan. The eligibility regulations defining domestic partners shall be in accordance with the insurance company's affidavit. In order to ensure the employee's privacy, a confidential method will be developed by the District for enrollment procedures. There shall be no reprisal for an employee's lifestyle revealed due to enrollment.~~

ARTICLE 28**TRANSPORTATION ASSIGNMENTS****A. Definitions**

For purposes of Article 28, the following definitions apply:

1. "Activity runs" means bus runs necessary to transport students outside of established school bell times.
2. "Additional duties" means regular assigned work, other than trips or driving routes, needed for efficient transportation operations. Example of work includes, but is not limited to, fueling, seat repair, video installation, water buckets and garbage, vehicle shuttling, detail, vehicle inspections, lot clean up, placement and retrieval of banner buses.
3. "Midday routes" means routes occurring between established school bell times and not specifically tied to a regular bus route.
4. "Regular route" means the am / pm bus route necessary to transport students from home to school and school to home at established school bell times.
5. "Route package hours" means the average number of planned work hours per day during a standard five (5) day ~~work-week~~workweek. Route package hours includes all time for regular routes, midday routes, activity runs, and additional duties.
6. "Run" means a single complete trip a bus makes, either picking up students in the morning (AM run) or dropping them off in the afternoon (PM run), following a specific, pre-planned sequence of streets and stops from start to finish, often involving multiple distinct locations. ~~segment of a route picking up or dropping off students following a specific, preplanned sequence of streets and stops from start to finish, often involving multiple distinct locations.~~

7. "School bus driver" means a driver who improves student achievement by safely operating District school buses for the purpose of transporting students over scheduled routes to and from school and to and from District-sponsored events and activities.
8. ~~7.~~ "Special programs driver" means a driver who improves student achievement by transporting students safely to and from school involved in programs for developmentally delayed, physically impaired, bilingual students, teen mothers, or students involved in special programs.
9. ~~8.~~ "Standby driver" means a bus driver who is regularly employed by the District, not assigned to a route, but has a standby assignment.
10. ~~9.~~ "Summer work" means regular assigned work needed for efficient transportation operations. Examples of work include, but are not limited to, routes, trips, fueling, seat repair, video installation, water buckets and garbage, vehicle shuttle, detail, vehicle inspections, lot clean up, placement and retrieval of banner buses.
11. ~~10.~~ "Type 10 van driver" means a driver who operates vehicles, with up to nine (9) passenger capacity (plus driver), safely and efficiently to assigned locations along designated route (inside and outside District boundaries), transporting students, staff, parents, and caregivers to and from school and special events.
12. ~~11.~~ "Utility driver" means a bus driver who is regularly employed by the District, but who is assigned a route based on District need.
13. ~~12.~~ "Vacant route" means:
 - a. The driver who originally bid on the route is no longer available to drive that route (other than a driver on an approved leave),

- b. There is a change to all routes due to school boundary or bell time changes, or
- c. A route that has been newly created.

14. "Trips" Work means: transportation of students and/or staff for the purpose of curricular or extracurricular activities and scheduled for more than two hours.
— Trip Work includes any transportation assignment outside a driver's regular route, including but not limited to athletic trips, field trips, after-school activities, and special events.

— Trips will be greater than two (2) hours in length.

e.a. Trip Work is bargaining unit work and shall not be subcontracted unless no qualified bargaining unit member is available.

15. Shuttles Work means transportation of students and/or staff for the purpose of curricular or extracurricular activities and scheduled for two hours or less.:
— Shuttle Work are assignments with destinations inside and outside the district and generally outside of normal route hours.

d.a. Shuttles will be less than two (2) hours in length.

B. Bidding and Route Assignments

1. All current bus drivers will have the opportunity to bid by seniority on all routes for which they are qualified during the District scheduled bidding periods.
2. If all routes become vacant because of District wide school boundary changes or District wide bell times, a full bid will take place in August prior to the start of the school year in which the changes take effect.
 - a. Announcement for a need to vacate all routes will be made by the end of May prior to the changes taking effect.
 - b. Driver classification will be frozen at the end of the year. Drivers who wish to change to a new classification will notify the Operations Manager during the June checkout for the August bid.

- c. One (1) bid will be held; however, drivers may only bid on routes for their qualification as established at the end of the previous school year.
- d. Drivers must select a regular route or standby assignment. Additionally, drivers may select a midday route, activity route, or additional duty assignment to create their route package hours. Route package hours may not exceed eight (8) ten (10) eight hours at the time of bid.
- e. Drivers who are not present for the bidding process will be assigned a route following established procedure, by the Director of Transportation or their designee.

~~3.—All routes will become vacant at the end of the 2023-2024 school year. A bid will take place prior to the 2024-2025 school year as outlined in Section B.2.~~

3. Route package hours may be assigned to a utility driver when the regular driver is on a long-term leave.

4. Requests to change a driver's route outside of the bid process may be made and approved by the Director of Transportation or designee if there is significant reason for the change that also meets the needs of students or the District.

5. Drivers working during scheduled recess periods will be able to use leaves in accordance with Article 10 of this Agreement.

6. Type 10 Van Drivers will have a separate bid from bus drivers, but will follow the same process outlined in Section B of this Article.

7. At the start of each school year at initial bid all drivers will be given options to choose a bus based on route need and seniority.

8. Vacant routes or additional duties will be posted for a minimum of five (5) days for drivers to bid. Bidding will be managed to minimize overtime.
 - a. If, after five (5) days, one (1) or more qualified drivers has bid on the route or assignment, the route or assignment will be awarded to the most senior driver. Route package hours may not exceed eight (8) ten (10) eight hours at the time of bid, if required to meet operational need.
 - b. If, after five (5) days, no qualified bus drivers bid on the route or additional duty, then the route or additional duty will remain available for bid and be assigned to a driver to meet the operational needs of the district.
 - c. If, after five (5) days, the only qualified drivers who bid on the route or additional duty have route package hours that would result in overtime, then the route or additional duty will remain available for bid and be assigned to a driver to meet the operational needs of the District. If there is no option to assign the route without overtime, it will be assigned in a way to minimize overtime.
 - d. Evaluating route package hours for overtime will only occur when bidding a route. If, through route changes, a driver's route package hours exceed eight (8) ten (10) eight hours a day, the driver will not be asked to reduce other parts of their route package hours.
 - e. Any driver that bids on a route affirms acceptance of the route should they be the most senior, qualified, bidder.
9. Summer work is not subject to bid and will be assigned by the Operations Manager based upon prior summer work experience and availability.

C. Training

Training opportunities will be provided to any driver to qualify and/or remain qualified for a bus driving certificate allowing them to drive any bus in the fleet or for their drivers' license update or renewal.

D. Special Programs Drivers

Selection of special program drivers will be made on the basis of seniority according to one's qualifications for the position. Drivers will be given an opportunity no less than once a year to indicate an interest in being appointed a special program driver. Selection decisions made by the District relating to an individual's qualifications for a position shall not be subject to arbitration. Drivers not chosen for special program positions will, upon request to the Transportation supervisor(s), be provided with an explanation of the selection decisions.

E. Standby Drivers

1. Available standby positions will be posted and ~~any driver~~ drivers may bid on the assignment in accordance with section B of this article. ~~any driver with at least one (1) three (3) years or equivalent experience acceptable to the Transportation supervisor may apply or in district experience to qualify to be a standby driver.~~ The most senior driver who applies and meets the criteria listed below will be offered the standby position. Any driver more senior than the chosen driver may request an explanation as to which of the criteria the senior driver failed to meet. A new standby driver must serve a probationary period of 60 ~~(sixty)~~ school days as a standby driver. During that probationary period, either the driver or the District may elect to return the driver to their driving assignment in their previous area with at least the same route package hours as the driver held prior to accepting the standby job. Temporary standby positions can be established for up to 45 ~~(forty-five)~~ days, after which the standby positions will be posted and filled according to the criteria listed below.
2. Those selected for standby positions must meet the following criteria:

a. One year, or equivalent experience, operating a school bus.

a.b. Good attendance and punctuality history.

b.c. Demonstrate a willingness and ability to drive all District buses.

c.d. Demonstrate a willingness and ability to operate and/or secure all Specialized Transportation equipment, including student mobility and support materials.

d.e. Demonstrate the ability to describe a path of travel the bus would use between two ~~(2)~~ designated locations.

f. Demonstrate the ability to drive a bus following written run directions over a designated course within prescribed timelines.

e.g. Stand-by drivers will be performing yearly competency tests.

3. Stand-by drivers will receive a ~~four percent (4%)~~ ~~twelve percent (12%)~~ ~~four percent differential plus one percent (1%) additional differential each year, not to exceed twenty percent (20%) total differential.~~

F. Trip and Shuttle Assignments

1. Trip driver assignments may be posted and bid on in accordance with section B of this article.

a. Trip driver assignments will be temporary and posted with an end date.

a.b. At the end of the temporary assignment, the driver will be returned to their route.

c. Trip drivers must be qualified to drive all buses to all destinations and trained in the proper use of all safety equipment.

2.2. Rules governing trip and shuttle assignments will be made available to drivers upon request.

3. Trips will be assigned to drivers with the following priority in mind:

a. Trip drivers who have accepted the assigned position, with the goal of achieving 30 hours per week.

b. Other drivers, based on seniority rotation, with separate lists for regular, overnight and mountain trips.

3.4. Shuttle assignments will prioritize route drivers with the goal of achieving 30 hours per week.

3.5. Trips will be divided as equitably as possible among all current bus drivers in order to provide an opportunity for all drivers to attain a 30 (thirty) hour week schedule. Trip assignments are subject to the provisions of Article 14, Rates of Pay, Subsection E, related to overtime.

4.6. Rules governing trip and shuttle assignments will be made available to drivers upon request.

a. Trips are defined as those driving duties transporting students and/or staff for the purposes of curricular and non-curricular activities. Trips will be greater than two (2) hours in length.

b. Shuttles are generally scheduled for two (2) hours or less both within and outside the District.

c. An emergency assignment is defined as a request for a trip with less than 24 (twenty-four) hours' notice and a trip assigned to a driver with less than 24 (twenty-four) hours' notice.

5.7. — Bus drivers who lose time off the route package hours and sign up for trips and shuttles will be given preference for trip assignments until the lost time is made up.

6.8. — Overnight Weekend Trips

a. — On weekdays, including Friday, of an overnight trip, drivers will not earn less than their route package hours.

b. — Trip hours which extend through the weekend including Saturday and Sunday will be calculated as follows:

i. — When Saturday is not the last day of the trip, drivers will be paid for eight (8) hours or the actual hours worked if over eight (8).

ii. — If Saturday or Sunday is the last day of the trip, drivers will be paid only for hours actually worked.

c. — Mountain Trips: A separate sign-up sheet will be held for drivers who are willing to drive to the mountains or over the mountains to Central Oregon.

1. — Establishment of Trip Driver Classification:

a. — The District shall establish a classification titled "Trip Driver" for the purpose of providing transportation for extracurricular, athletic, field trip, and special event assignments ("Trip Work").

b. — The creation of the Trip Driver position shall not diminish, restrict, or eliminate the rights of current Bus Drivers to perform Trip Work based on seniority.

2. — Trip Work is bargaining unit work and shall not be subcontracted unless no qualified bargaining unit member is available.

3. — Posting and Bidding of Trip Driver Positions:

a. — Trip Driver positions shall be a biddable position in accordance with Section B of this Article.

b. — No employee shall be involuntarily reassigned to the Trip Driver position. Trip Driver position shall be paid at the same range as Bus Drivers.

c.— Trip Drivers shall accrue seniority in accordance with the collective bargaining agreement;

4.— Compensation and Working Conditions:

a.— All time spent on pre-trip inspections, post-trip inspections, fueling, layover time, and required supervision shall be paid;

b.— Overnight trips shall include:

i.— District-provided single-occupancy lodging;

ii.— Per diem for meals and incidentals;

5.— Minimum Guarantees and Cancellations:

a.— Drivers assigned to Trip Work shall receive a minimum of two (2) hours pay per trip:

i.— If a trip is canceled with less than 24 hours' notice, the assigned driver shall receive the minimum guarantee in item a above;

ii.— If a driver reports for a trip and the trip is canceled on site, the driver shall receive full pay for the scheduled duration of the trip.

b.— Overnight Weekend Trips:

i.— On weekdays, including Friday, of an overnight trip, drivers will not earn less than their route package hours;

ii.— Trip hours which extend through the weekend including Saturday and Sunday will be calculated as follows:

1.— When Saturday is not the last day of the trip, drivers will be paid for eight (8) hours or the actual hours worked if over eight (8);

2.— If Saturday or Sunday is the last day of the trip, drivers will be paid only for hours actually worked;

c.— Mountain Trips: A separate sign-up sheet will be held for drivers who are willing to drive to a destination within or over a mountain range.

6.— Rest and Safety Requirements:

a.— Drivers shall receive a minimum of 8 consecutive hours of rest between assignments;

b.— No driver shall be required to exceed state or federal hours-of-service limits.

c.— A driver may decline a trip if accepting it would violate rest or safety requirements without penalty or job action;

7.— Trip Assignments:

a.— Trips will be prioritized to Trip Drivers before Bus Drivers with a goal of first ensuring that all drivers get a minimum of 30 hours per week;

b.—Drivers interested in Trips, who have attended the Trips class, will be put on a rotating list based on Seniority, and offered Trips after Trip Drivers have been scheduled out to at least 30 hours.

8.—Shuttle Assignments

a.—Shuttles will be prioritized to Bus Drivers before Trip Drivers with a goal of first ensuring that all drivers get a minimum of 30 hours per week.

b.—Drivers interested in Shuttles, who have attended the Trips class, will be put on a rotating list based on Seniority, and offered Shuttles after Bus Drivers have been scheduled out to at least 30 hours.

9.—Protection of Existing Rights:

a.—The establishment of the Trip Driver classification shall not:

i.—Reduce the hours, routes, or seniority rights of Regular Bus Drivers.

ii.—Create a two-tier wage system.

iii.—Be used as a method of discipline, reward, or retaliation.

10.—Grievance Rights: Any dispute regarding trip assignments, seniority rotation, or classification rights shall be subject to the grievance procedure.

11.—Bus drivers who lose time off the route package hours and sign up for trips and shuttles will be given preference for trip assignments until the lost time is made up.

12.—Shuttles:

a.—Shuttles are generally scheduled for two (2) hours or less both within and outside the District, and generally outside of normal route hours.

b.—Shuttles will be prioritized to Bus Drivers before Trip Drivers with a goal of first ensuring that all drivers get a minimum of 30 hours per week.

G. Establishing Seniority

1. All bus drivers are credited with current seniority.
2. There will be no loss of seniority when moving between the classifications of bus drivers (school bus driver, standby driver, special program driver, and utility driver).
3. Seniority lists for bus drivers will be updated and posted quarterly. The list will also indicate what qualifications the driver has for the various classifications. (school bus driver, special programs driver, stand-by driver, utility driver).

H. Driver Clock and Reporting Time

1. Drivers who have completed their driving assignment and related duties at any point during the workday must sign off the time clock upon returning to the Transportation center. If there is less than 15 ~~(fifteen)~~ minutes before their next assignment begins it is not necessary to sign off the time clock.
2. Bus drivers who report for scheduled trips on school days that are subsequently canceled shall receive reporting time pay of two ~~(2)~~ hours at their regular rate of pay.
3. Bus drivers who report for scheduled trips on non-school days that are subsequently canceled, shall receive reporting time pay of two ~~(2)~~ hours at their regular rate of pay. Bus drivers who are not notified of such a cancellation prior to the close of the previous business day (5 p.m.) for which they did not report, shall receive one ~~(1)~~ hour at their regular rate of pay.
4. Bus drivers who report at their regular time on a day when the District closes school, will receive one ~~(1)~~ hour at their regular rate of pay or their actual time worked, whichever is greater.
5. Bus drivers who report at their modified time due to a 2-hour delay when the District closes school, will receive one ~~(1)~~ hour at their regular rate of pay or their actual time worked, whichever is greater.

6. Overnight weekend trips

- a. On weekdays, including Friday, of an overnight trip, drivers will not earn less than their route package hours.
- b. Trip hours which extend through the weekend shall be calculated as follows:

i. When Saturday is not the last day of the trip, drivers will be paid for eight hours or the actual hours worked if over eight.

5-ii. If Saturday or Sunday is the last day of the trip, drivers will be paid only for the hours actually worked.

I. Insurance for Transportation Employees

1. Transportation employees* who meet the minimum number of work hours (described below in Section I.1.a-d) shall qualify for the full insurance package for the next pay period as if they were assigned six (6) hours.
 - a. The minimum number of work hours to qualify is established for the month by multiplying the number of workdays available times six (6). Days in which an employee is on paid leave will not count as a day available. Employees assigned to more than four (4) hours on their route package hours but less than six (6) who accrue the minimum number of work hours would qualify.
 - b. Employees who qualify under the criteria in Section I.1.a above during every month of the school year from October through June shall receive insurance benefits during the summer as if they had been assigned six (6) hours on their route package hours.
 - c. Employees who qualify for full insurance benefits in June but who fail to qualify for full summer benefits under the annual provision in I.1.b above would receive September's full insurance package.
 - d. Employees covered by this provision may not switch insurance packages once one (1) is selected for the year.

**To include drivers, driver trainers, fuelers, dispatchers, routers, fleet service personnel and office clericals.*

J. Fleet Services Mechanic Series

1. Certification: All Mechanic-Technicians are required to hold an Automotive Service Excellence (ASE) Certification and are required to maintain such certificate including renewing the certificate in a timely manner. The District will reimburse through the tuition reimbursement program any fees required to prepare for a test and if a fee is charged for a test, the District will cover the cost of the fee for the successful passing of the test. If the Mechanic-Technician fails to maintain the certification, the employee may be demoted or dismissed at the District's discretion.
2. Mechanics, mechanic technicians, lube mechanics, and lead mechanics will each have ~~two thousand dollars~~ (\$2,000) a year available for the purpose of reimbursing the purchase of their own professional grade tools or replacement tools required for performing their assigned duties within the Transportation Department. To be eligible for reimbursement, the tool purchase must be pre-approved by ~~the Director of Transportation or the Director of Transportation's designee the designated Transportation Department administrator.~~
3. The tools that are reimbursed by the District will become the property of the employee.

K. Driver Follow Up Response Supervisor Support

1. ~~Field Coordinators will be available to drivers during scheduled and consistent hours, covering times when drivers are reporting to work and returning from route.~~
2. ~~Drivers will fill out a follow up form to give to a Field Coordinator during the meeting.~~
3. ~~Field Coordinators will have three business days to respond to the driver~~

about the Concern(s), in writing on the Follow Up Form.

4. If a drivers Field Coordinator is unavailable for an extended period (longer than two 2 days) of time then a different Field Coordinator will be assigned to cover these responsibilities.

Transportation will establish procedures that identify each employee's supervisor. The procedure will provide for communication when a employee's supervisor changes, and include a contingency in case the initial supervisor is unavailable and will provide pathways to other supervisors or administrators for urgent needs.

ARTICLE 28**TRANSPORTATION ASSIGNMENTS****A. Definitions**

For purposes of Article 28, the following definitions apply:

1. "Activity runs" means bus runs necessary to transport students outside of established school bell times.
2. "Additional duties" means regular assigned work, other than trips or driving routes, needed for efficient transportation operations. Example of work includes, but is not limited to, fueling, seat repair, video installation, water buckets and garbage, vehicle shuttling, detail, vehicle inspections, lot clean up, placement and retrieval of banner buses.
3. "Midday routes" means routes occurring between established school bell times and not specifically tied to a regular bus route.
4. "Regular route" means the am / pm bus route necessary to transport students from home to school and school to home at established school bell times.
5. "Route package hours" means the average number of planned work hours per day during a standard five (5) day ~~work-week~~workweek. Route package hours includes all time for regular routes, midday routes, activity runs, and additional duties.
6. "Run" means a single complete trip a bus makes, either picking up students in the morning (AM run) or dropping them off in the afternoon (PM run), following a specific, pre-planned sequence of streets and stops from start to finish, often involving multiple distinct locations. ~~segment of a route picking up or dropping off students following a specific, preplanned sequence of streets and stops from start to finish, often involving multiple distinct locations.~~

7. "School bus driver" means a driver who improves student achievement by safely operating District school buses for the purpose of transporting students over scheduled routes to and from school and to and from District-sponsored events and activities.
8. ~~7.~~ "Special programs driver" means a driver who improves student achievement by transporting students safely to and from school involved in programs for developmentally delayed, physically impaired, bilingual students, teen mothers, or students involved in special programs.
9. ~~8.~~ "Standby driver" means a bus driver who is regularly employed by the District, not assigned to a route, but has a standby assignment.
10. ~~9.~~ "Summer work" means regular assigned work needed for efficient transportation operations. Examples of work include, but are not limited to, routes, trips, fueling, seat repair, video installation, water buckets and garbage, vehicle shuttle, detail, vehicle inspections, lot clean up, placement and retrieval of banner buses.
11. ~~10.~~ "Type 10 van driver" means a driver who operates vehicles, with up to nine (9) passenger capacity (plus driver), safely and efficiently to assigned locations along designated route (inside and outside District boundaries), transporting students, staff, parents, and caregivers to and from school and special events.
12. ~~11.~~ "Utility driver" means a bus driver who is regularly employed by the District, but who is assigned a route based on District need.
13. ~~12.~~ "Vacant route" means:
 - a. The driver who originally bid on the route is no longer available to drive that route (other than a driver on an approved leave),

- b. There is a change to all routes due to school boundary or bell time changes, or
- c. A route that has been newly created.

14. "Trips" Work means: transportation of students and/or staff for the purpose of curricular or extracurricular activities and scheduled for more than two hours.
— Trip Work includes any transportation assignment outside a driver's regular route, including but not limited to athletic trips, field trips, after-school activities, and special events.
— Trips will be greater than two (2) hours in length.
d.a Trip Work is bargaining unit work and shall not be subcontracted unless no qualified bargaining unit member is available.

15. Shuttles Work means transportation of students and/or staff for the purpose of curricular or extracurricular activities and scheduled for two hours or less.
— Shuttle Work are assignments with destinations inside and outside the district and generally outside of normal route hours.
d.a. Shuttles will be less than two (2) hours in length.

B. Bidding and Route Assignments

1. All current bus drivers will have the opportunity to bid by seniority on all routes for which they are qualified during the District scheduled bidding periods.
2. If all routes become vacant because of District wide school boundary changes or District wide bell times, a full bid will take place in August prior to the start of the school year in which the changes take effect.
 - a. Announcement for a need to vacate all routes will be made by the end of May prior to the changes taking effect.
 - b. Driver classification will be frozen at the end of the year. Drivers who wish to change to a new classification will notify the Operations Manager during the June checkout for the August bid.

- c. One ~~(1)~~ bid will be held; however, drivers may only bid on routes for their qualification as established at the end of the previous school year.
- d. Drivers must select a regular route or standby assignment. Additionally, drivers may select a midday route, activity route, or additional duty assignment to create their route package hours. Route package hours may not exceed ~~eight (8)~~ ~~ten (10)~~ eight hours at the time of bid.
- e. Drivers who are not present for the bidding process will be assigned a route following established procedure, by the Director of Transportation or their designee.

~~3. All routes will become vacant at the end of the 2023-2024 school year. A bid will take place prior to the 2024-2025 school year as outlined in Section B.2.~~

~~3.~~ Route package hours may be assigned to a utility driver when the regular driver is on a long-term leave.

~~4.~~ Requests to change a driver's route outside of the bid process may be made and approved by the Director of Transportation or designee if there is significant reason for the change that also meets the needs of students or the District.

~~5.~~ Drivers working during scheduled recess periods will be able to use leaves in accordance with Article 10 of this Agreement.

~~6.~~ Type 10 Van Drivers will have a separate bid from bus drivers, but will follow the same process outlined in Section B of this Article.

7. At the start of each school year at initial bid all drivers will be given options to choose a bus based on route need and seniority.

8. Vacant routes or additional duties will be posted for a minimum of five (5) days for drivers to bid. Bidding will be managed to minimize overtime.
 - a. If, after five (5) days, one (1) or more qualified drivers has bid on the route or assignment, the route or assignment will be awarded to the most senior driver. Route package hours may not exceed eight (8) ten hours at the time of bid. ~~if required to meet operational need.~~
 - b. If, after five (5) days, no qualified bus drivers bid on the route or additional duty, then the route or additional duty will remain available for bid and be assigned to a driver to meet the operational needs of the district.
 - c. If, after five (5) days, the only qualified drivers who bid on the route or additional duty have route package hours that would result in overtime, then the route or additional duty will remain available for bid and be assigned to a driver to meet the operational needs of the District. If there is no option to assign the route without overtime, it will be assigned in a way to minimize overtime.
 - d. Evaluating route package hours for overtime will only occur when bidding a route. If, through route changes, a driver's route package hours exceed eight (8) ten (10) eight hours a day, the driver will not be asked to reduce other parts of their route package hours.
 - e. Any driver that bids on a route affirms acceptance of the route should they be the most senior, qualified, bidder.
9. Summer work is not subject to bid and will be assigned by the Operations Manager based upon prior summer work experience and availability.

C. Training

Training opportunities will be provided to any driver to qualify and/or remain qualified for a bus driving certificate allowing them to drive any bus in the fleet or for their drivers' license update or renewal.

D. Special Programs Drivers

Selection of special program drivers will be made on the basis of seniority according to one's qualifications for the position. Drivers will be given an opportunity no less than once a year to indicate an interest in being appointed a special program driver. Selection decisions made by the District relating to an individual's qualifications for a position shall not be subject to arbitration. Drivers not chosen for special program positions will, upon request to the Transportation supervisor(s), be provided with an explanation of the selection decisions.

E. Standby Drivers

1. Available standby positions will be posted and ~~any driver~~ **drivers may bid on the assignment in accordance with section B of this article. any driver with at least one (1) three (3) years or equivalent experience acceptable to the Transportation supervisor may apply o in 0 district experience to qualify to be a standby driver.** The most senior driver who applies and meets the criteria listed below will be offered the standby position. Any driver more senior than the chosen driver may request an explanation as to which of the criteria the senior driver failed to meet. A new standby driver must serve a probationary period of 60 ~~(sixty)~~ school days as a standby driver. During that probationary period, either the driver or the District may elect to return the driver to their driving assignment in their previous area with at least the same route package hours as the driver held prior to accepting the standby job. Temporary standby positions can be established for up to 45 ~~(forty-five)~~ days, after which the standby positions will be posted and filled according to the criteria listed below.
2. Those selected for standby positions must meet the following criteria:

a. One year, or equivalent experience, operating a school bus.

a-b. Good attendance and punctuality history.

b-c. Demonstrate a willingness and ability to drive all District buses.

c-d. Demonstrate a willingness and ability to operate and/or secure all Specialized Transportation equipment, including student mobility and support materials.

d-e. Demonstrate the ability to describe a path of travel the bus would use between two (2) designated locations.

f. Demonstrate the ability to drive a bus following written run directions over a designated course within prescribed timelines.

e-g. Stand-by drivers will be performing yearly competency tests.

3. Stand-by drivers will receive a ~~four percent (4%)~~ ~~twelve percent (12%)~~ ~~four percent differential plus one percent (1%) additional differential each year, not to exceed twenty percent (20%) total differential.~~

F. Trip and Shuttle Assignments

1. Trip driver assignments may be posted and bid on in accordance with section B of this article.

a. Trip driver assignments will be temporary and posted with an end date.

a-b. At the end of the temporary assignment, the driver will be returned to their route.

c. Trip drivers must be qualified to drive all buses to all destinations and trained in the proper use of all safety equipment.

b.2 Rules governing trip and shuttle assignments will be made available to drivers upon request.

3. Trips will be assigned to drivers with the following priority in mind:

- a. Trip drivers who have accepted the assigned position, with the goal of achieving 30 hours per week.
- b. Other drivers, based on seniority rotation, with separate lists for regular, overnight and mountain trips.

2.4. Shuttle assignments will prioritize route drivers with the goal of achieving 30 hours per week.

3.5. Trips will be divided as equitably as possible among all current bus drivers in order to provide an opportunity for all drivers to attain a 30 (thirty) hour week schedule. Trip assignments are subject to the provisions of Article 14, Rates of Pay, Subsection E, related to overtime.

4.6. Rules governing trip and shuttle assignments will be made available to drivers upon request.

a. Trips are defined as those driving duties transporting students and/or staff for the purposes of curricular and non-curricular activities. Trips will be greater than two (2) hours in length.

b. Shuttles are generally scheduled for two (2) hours or less both within and outside the District.

c. An emergency assignment is defined as a request for a trip with less than 24 (twenty-four) hours' notice and a trip assigned to a driver with less than 24 (twenty-four) hours' notice.

5.7: — Bus drivers who lose time off the route package hours and sign up for trips and shuttles will be given preference for trip assignments until the lost time is made up.

6.8: — Overnight Weekend Trips

a. — On weekdays, including Friday, of an overnight trip, drivers will not earn less than their route package hours.

b. — Trip hours which extend through the weekend including Saturday and Sunday will be calculated as follows:

i. — When Saturday is not the last day of the trip, drivers will be paid for eight (8) hours or the actual hours worked if over eight (8).

ii. — If Saturday or Sunday is the last day of the trip, drivers will be paid only for hours actually worked.

c. Mountain Trips: A separate sign-up sheet will be held for drivers who are willing to drive to the mountains or over the mountains to Central Oregon.

1. — Establishment of Trip Driver Classification:

a. — The District shall establish a classification titled "Trip Driver" for the purpose of providing transportation for extracurricular, athletic, field trip, and special event assignments ("Trip Work");

b. — The creation of the Trip Driver position shall not diminish, restrict, or eliminate the rights of current Bus Drivers to perform Trip Work based on seniority.

2. — Trip Work is bargaining unit work and shall not be subcontracted unless no qualified bargaining unit member is available.

3. — Posting and Bidding of Trip Driver Positions:

a. — Trip Driver positions shall be a biddable position in accordance with Section B of this Article.

b. — No employee shall be involuntarily reassigned to the Trip Driver position. Trip Driver position shall be paid at the same range as Bus Drivers.

c.— Trip Drivers shall accrue seniority in accordance with the collective bargaining agreement.

4.— Compensation and Working Conditions:

a.— All time spent on pre-trip inspections, post-trip inspections, fueling, layover time, and required supervision shall be paid;

b.— Overnight trips shall include:

i.— District-provided single-occupancy lodging;

ii.— Per diem for meals and incidentals;

5.— Minimum Guarantees and Cancellations:

a.— Drivers assigned to Trip Work shall receive a minimum of two (2) hours pay per trip.

i.— If a trip is canceled with less than 24 hours' notice, the assigned driver shall receive the minimum guarantee in item a above.

ii.— If a driver reports for a trip and the trip is canceled on site, the driver shall receive full pay for the scheduled duration of the trip.

b.— Overnight Weekend Trips:

i.— On weekdays, including Friday, of an overnight trip, drivers will not earn less than their route package hours.

ii.— Trip hours which extend through the weekend including Saturday and Sunday will be calculated as follows:

1.— When Saturday is not the last day of the trip, drivers will be paid for eight (8) hours or the actual hours worked if over eight (8);

2.— If Saturday or Sunday is the last day of the trip, drivers will be paid only for hours actually worked;

c.— Mountain Trips: A separate sign-up sheet will be held for drivers who are willing to drive to a destination within or over a mountain range;

6.— Rest and Safety Requirements:

a.— Drivers shall receive a minimum of 8 consecutive hours of rest between assignments.

b.— No driver shall be required to exceed state or federal hours-of-service limits.

c.— A driver may decline a trip if accepting it would violate rest or safety requirements without penalty or job action.

7.— Trip Assignments:

a.— Trips will be prioritized to Trip Drivers before Bus Drivers with a goal of first ensuring that all drivers get a minimum of 30 hours per week;

b.— Drivers interested in Trips, who have attended the Trips class, will be put on a rotating list based on Seniority, and offered Trips after Trip Drivers have been scheduled out to at least 30 hours.

8.— Shuttle Assignments

a.— Shuttles will be prioritized to Bus Drivers before Trip Drivers with a goal of first ensuring that all drivers get a minimum of 30 hours per week;

b.— Drivers interested in Shuttles, who have attended the Trips class, will be put on a rotating list based on Seniority, and offered Shuttles after Bus Drivers have been scheduled out to at least 30 hours.

9.— Protection of Existing Rights:

a.— The establishment of the Trip Driver classification shall not:

i.— Reduce the hours, routes, or seniority rights of Regular Bus Drivers;

ii.— Create a two-tier wage system;

iii.— Be used as a method of discipline, reward, or retaliation;

10. Grievance Rights: Any dispute regarding trip assignments, seniority rotation, or classification rights shall be subject to the grievance procedure.

11. Bus drivers who lose time off the route package hours and sign up for trips and shuttles will be given preference for trip assignments until the lost time is made up.

12. Shuttles:

a.— Shuttles are generally scheduled for two (2) hours or less both within and outside the District, and generally outside of normal route hours;

b.— Shuttles will be prioritized to Bus Drivers before Trip Drivers with a goal of first ensuring that all drivers get a minimum of 30 hours per week;

G. Establishing Seniority

1. All bus drivers are credited with current seniority.
2. There will be no loss of seniority when moving between the classifications of bus drivers (school bus driver, standby driver, special program driver, and utility driver).
3. Seniority lists for bus drivers will be updated and posted quarterly. The list will also indicate what qualifications the driver has for the various classifications. (school bus driver, special programs driver, stand-by driver, utility driver).

H. Driver Clock and Reporting Time

1. Drivers who have completed their driving assignment and related duties at any point during the workday must sign off the time clock upon returning to the Transportation center. If there is less than 15 ~~(fifteen)~~ minutes before their next assignment begins it is not necessary to sign off the time clock.
2. Bus drivers who report for scheduled trips on school days that are subsequently canceled shall receive reporting time pay of two ~~(2)~~ hours at their regular rate of pay.
3. Bus drivers who report for scheduled trips on non-school days that are subsequently canceled, shall receive reporting time pay of two ~~(2)~~ hours at their regular rate of pay. Bus drivers who are not notified of such a cancellation prior to the close of the previous business day (5 p.m.) for which they did not report, shall receive one ~~(1)~~ hour at their regular rate of pay.
4. Bus drivers who report at their regular time on a day when the District closes school, will receive one ~~(1)~~ hour at their regular rate of pay or their actual time worked, whichever is greater.
5. Bus drivers who report at their modified time due to a 2-hour delay when the District closes school, will receive one ~~(1)~~ hour at their regular rate of pay or their actual time worked, whichever is greater.

6. Overnight weekend trips

- a. On weekdays, including Friday, of an overnight trip, drivers will not earn less than their route package hours.
- b. Trip hours which extend through the weekend shall be calculated as follows:

i. When Saturday is not the last day of the trip, drivers will be paid for eight hours or the actual hours worked if over eight.

5-ii. If Saturday or Sunday is the last day of the trip, drivers will be paid only for the hours actually worked.

I. Insurance for Transportation Employees

1. Transportation employees* who meet the minimum number of work hours (described below in Section I.1.a-d) shall qualify for the full insurance package for the next pay period as if they were assigned six (6) hours.
 - a. The minimum number of work hours to qualify is established for the month by multiplying the number of workdays available times six (6). Days in which an employee is on paid leave will not count as a day available. Employees assigned to more than four (4) hours on their route package hours but less than six (6) who accrue the minimum number of work hours would qualify.
 - b. Employees who qualify under the criteria in Section I.1.a above during every month of the school year from October through June shall receive insurance benefits during the summer as if they had been assigned six (6) hours on their route package hours.
 - c. Employees who qualify for full insurance benefits in June but who fail to qualify for full summer benefits under the annual provision in I.1.b above would receive September's full insurance package.
 - d. Employees covered by this provision may not switch insurance packages once one (1) is selected for the year.

** To include drivers, driver trainers, fuelers, dispatchers, routers, fleet service personnel and office clericals.*

J. Fleet Services Mechanic Series

1. Certification: All Mechanic-Technicians are required to hold an Automotive Service Excellence (ASE) Certification and are required to maintain such certificate including renewing the certificate in a timely manner. The District will reimburse through the tuition reimbursement program any fees required to prepare for a test and if a fee is charged for a test, the District will cover the cost of the fee for the successful passing of the test. If the Mechanic-Technician fails to maintain the certification, the employee may be demoted or dismissed at the District's discretion.
2. Mechanics, mechanic technicians, lube mechanics, and lead mechanics will each have **two thousand dollars (\$2,000)** a year available for the purpose of reimbursing the purchase of their own professional grade tools or replacement tools required for performing their assigned duties within the Transportation Department. To be eligible for reimbursement, the tool purchase must be pre-approved by **the Director of Transportation or the Director of Transportation's designee the designated Transportation Department administrator.**
3. The tools that are reimbursed by the District will become the property of the employee.

K. Driver Follow Up Response Supervisor Support

1. **Field Coordinators will be available to drivers during scheduled and consistent hours, covering times when drivers are reporting to work and returning from route.**
2. **Drivers will fill out a follow up form to give to a Field Coordinator during the meeting.**
3. **Field Coordinators will have three business days to respond to the driver**

about the Concern(s), in writing on the Follow Up Form;

4. If a drivers Field Coordinator is unavailable for an extended period (longer than two 2 days) of time then a different Field Goordinator will be assigned to cover these responsibilities;

Transportation will establish procedures that identify each employee's supervisor. The procedure will provide for communication when a employee's supervisor changes, and include a contingency in case the initial supervisor is unavailable and will provide pathways to other supervisors or administrators for urgent needs.

ARTICLE 29

DRUG AND ALCOHOL TESTING

A. Safety of Students

The District and the Association jointly recognize that the use of drugs and alcohol, whether on or off the job or for recreational purposes or otherwise, which adversely affect job performance, constitutes a serious threat to the health and safety of the public, to children being transported in District vehicles, to fellow employees, and to efficient operation of the District.

B. Testing Guidelines

1. It is, therefore, agreed that the District may institute drug and alcohol testing under the following guidelines:
 - a. The District may require any new applicant for ~~Education Support Professional~~ employment to undergo a drug and alcohol test.
 - b. The District may institute a pre-announced uniform test program for all ~~Education Support Professional~~ employees involved in transporting District students, so long as every employee in the bus driver job classification is required to undergo the test.
 - c. The District may require drug and alcohol testing as part of any licensing application or renewal which requires a physical examination by state statute.
 - d. The District may also require any current bus driver or commercial vehicle driver who drives a commercial vehicle in the capacity of their employment with the District to participate in unannounced drug and/or alcohol testing if the District has reasonable ~~suspicion cause~~ to believe that drug or alcohol use has or may negatively affect an employee's job performance.
 - e. For bus drivers or commercial vehicle driver who drives ~~a commercial vehicle~~ in the capacity of their employment with the District subject to random drug and alcohol testing, efforts will be made to provide notification of a random test while the employee is still on duty.
 - f. If the District has reasonable suspicion to believe an ESP may have drugs or alcohol in their system and/or in their possession in the workplace, the District may require the ESP to complete drug and/or alcohol testing.
 - i. The District will complete training on reasonable suspicion and drug and alcohol testing with all administrators, professional-technical and confidential staff who are involved in making decisions about whether reasonable suspicion exists.
 - ii. Reasonable suspicion testing will only be conducted if a minimum of two trained administrators/staff determine that reasonable suspicion exists.

C. Association Right of Notification

If the District desires to request that a bus driver or commercial vehicle driver who drives ~~a~~

~~commercial vehicle~~ in the capacity of their employment with the District participate in an unannounced drug and/or alcohol test under Section B.1.d above, the Association shall have the right to notification not less than one-half ~~(1/2)~~ hour prior to testing, and an opportunity to be present to counsel with the employee, if the employee desires Association presence. This provision does not apply to testing required by the Federal Motor Carrier Safety Administration.

D. Refusal

A refusal to comply with the District's request to take a drug and/or alcohol test under Sections B and C above shall constitute insubordination and subject the employee to disciplinary action.

E. Testing Results

1. In the event a bus driver or commercial vehicle driver who drives ~~a commercial vehicle~~ in the capacity of their employment with the District tests positive, the same sample will be retested a second time by the same lab using another reliable method that is specific for the substance detected. The results of the second more specific test will be controlling and be acted upon if it conflicts with the first test.
2. If an employee tests positive, the employee shall be referred for appropriate treatment and counseling. Such employee shall be suspended until they obtain a release to return to work from the treating facility or ~~physician/healthcare provider~~. Upon return to work, such bus driver should be subject to a six ~~(6)~~-working month probationary period subject to unannounced testing following the date of return to work. If the employee violates the terms or conditions of the treatment program or tests positive during such six ~~(6)~~-month period, they shall be subject to immediate discharge.

F. Reasonable Cause

1. The District retains the right to inspect any container or locker located on its premises or in a District vehicle if it has reasonable cause to believe that such an inspection will result in the discovery of alcohol or drugs.

G. Disciplinary Action

1. Possession, sale, distribution, or use of drugs or alcohol on District premises, or during assigned work hours, or in a District vehicle, including parking facilities, shall constitute just cause for immediate discharge.
2. Any disciplinary action imposed by the District will be consistent with the "just cause" language contained in this contract.

H. Bus and Commercial Motor Vehicle Drivers

1. Bus drivers or commercial vehicle driver who drives ~~a commercial vehicle~~ in the capacity of their employment with the District who are chosen for a random urine analysis (U.A.) test (or any alternative test, if required by law) will be paid for the

SKPS [CP]
May 28th, 2026
3:30 pm

time it takes to complete the U.A.

2. If a U.A. causes a bus driver or commercial vehicle driver who drives ~~a commercial vehicle~~ in the capacity of their employment with the District to miss a part of their assignment, alternative work will be provided to ensure that no loss of pay shall occur.

The following provisions of Articles 14A. and 15A. are offered by SKPS as package options:

	COLA	INSURANCE
Option 1		
2026-2027	3.8%	\$1,615
2027-2028	2.25%	\$1,670
OR		
Option 2		
2026-2027	4%	\$1,615
2027-2028	2%	\$1,660
OR		
Option 3		
2026-2027	3.5%	\$1,630
2027-2028	2.25%	\$1,685
OR		
Option 4		
2026-2027	3.5%	\$1,610
2027-2028	3.25%	\$1,650