

Collective Bargaining Agreement 2014 – 2016



**North Clackamas School District 12
Board of Directors
and
Oregon School Employees Association
Chapter 71**

CONTENTS

ARTICLE 1		ARTICLE 8	
STATUS OF AGREEMENT		WORKING CONDITIONS	
1.1 Preamble.....	5	8.1 General Working Conditions.....	24
1.2 Recognition.....	5	8.2 Calendar.....	24
1.3 Board Rights.....	6	8.3 Work Schedules.....	24
1.4 Association Rights.....	7		
1.5 Savings Clause.....	9	ARTICLE 9	
1.6 Funding.....	9	COMPLAINT PROCEDURE	
	28	
ARTICLE 2		ARTICLE 10	
ASSOCIATION COMMUNICATIONS/ FACILITIES		GRIEVANCE PROCEDURE	
2.1 Association Communications.....	10	10.1 Grievance Procedure Definitions.....	29
2.2 Association Facility Utilization.....	11	10.2 Grievance General Procedures.....	29
		10.3 Grievance Levels.....	31
ARTICLE 3		ARTICLE 11	
EMPLOYEE EVALUATION AND PLAN OF ASSISTANCE		PAY PROVISIONS	
3.1 Evaluation Process.....	12	11.1 Pay Periods.....	33
3.2 Evaluation Observations.....	12	11.2 Pay Advances.....	33
3.3 Evaluation Appeal.....	12	11.3 Payroll Errors.....	34
3.4 Plan of Assistance.....	13	11.4 Payroll Deductions.....	34
		11.5 Pay Rate Data.....	35
ARTICLE 4		ARTICLE 12	
PERSONNEL FILES		PAID LEAVE	
4.1 Personnel File Content.....	14	12.1 Paid Leave Requests.....	36
4.2 Personnel File Maintenance and Access	15	12.2 Sick Leave.....	36
		12.3 Jury Service.....	37
ARTICLE 5		12.4 Court Appearance.....	38
LAYOFF AND RECALL		12.5 Business/Emergency/Professional/ Religious Observance/Personal Leave	38
5.1 Seniority.....	16	12.6 Bereavement Leave.....	38
5.2 Layoff.....	16	12.7 Inclement Weather Leave.....	39
5.3 Recall.....	18	12.8 Workers' Compensation Leave.....	39
5.4 Offers of Similar Positions.....	18	12.9 Denial of Paid Leave Requests.....	40
5.5 Reduction in Hours.....	19	12.10 OFLA/FMLA Non-Eligible Employees	40
ARTICLE 6		ARTICLE 13	
EMPLOYEE DISCIPLINE AND DISMISSAL		UNPAID LEAVE	
6.1 Discipline and Dismissal Reasons.....	20	13.1 Unpaid Leave Requests.....	41
		13.2 Unpaid Leave Duration.....	41
ARTICLE 7		13.3 Unpaid Leave Benefits.....	41
TRANSFERS/ASSIGNMENTS		13.4 Unpaid Leave Return.....	42
7.1 Transfers.....	22	13.5 Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA).....	42
7.2 Postings and Interviews.....	23	13.6 Special Circumstances Unpaid Leave.	43
7.3 Probationary Period.....	24		

13.7 OFLA/FMLA Non-Eligible Employees. .43

**ARTICLE 14
PROFESSIONAL DEVELOPMENT**

14.1 Professional Development Funds..... 44
14.2 Professional Development Funds
Approval.....45

**ARTICLE 15
AUTO USAGE**

15.1 Auto Requirements.....46
15.2 Mileage Reimbursement.....46

**ARTICLE 16
FRINGE BENEFITS**

16.1 Paid Holidays.....47
16.2 Vacation.....47
16.3 Reimbursement for Physical
Examination.....49
16.4 Medical Insurance.....50
16.5 Retirement.....52
16.6 Life Insurance.....53
16.7 Benefits Committee.....53
16.8 Tool Allowance.....53
16.9 Food Handlers Card.....54

**ARTICLE 17
COMPENSATION**

17.1 PERS Contribution.....55
17.2 Wage Schedule Placement.....55
17.3 Wage Schedules.....57
17.4 Shift Premium.....58
17.5 Step Movement.....58
17.6 Release Time for Chapter Officers.....59
17.7 Compensation Review.....59
17.8 Longevity Recognition.....59

**ARTICLE 18
JOB CLASSIFICATION REVIEW PROCESS**

18.1 Individual Job Classification
Review Process.....60

**ARTICLE 19
DURATION OF AGREEMENT**

.....62

**LETTER OF AGREEMENT
TRANSPORTATION**

.....63

**APPENDIX A
CLASSIFIED WAGE SCHEDULES**

2014 - 2015.....64
2015 - 2016.....67

**APPENDIX B
GRIEVANCE FORM, OSEA CHAPTER 71**

.....70

**AGREEMENT BETWEEN
NORTH CLACKAMAS SCHOOL DISTRICT NO. 12
AND
OREGON SCHOOL EMPLOYEES ASSOCIATION - CHAPTER NO. 71
July 1, 2014 – June 30, 2016**

**ARTICLE 1
STATUS OF AGREEMENT**

1.1 Preamble

- A. This Agreement is entered into this 1st day of July 2014, between the Board of Education on behalf of the North Clackamas School District, herein referred to as the "Board" or "District," and the Oregon School Employees Association and OSEA Chapter 71, herein referred to as the "Association" or "Union".
- B. The intent of this Agreement is to set forth and record the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for personnel included in the bargaining unit.

1.2 Recognition

- A. The Board recognizes the Association as the exclusive bargaining representative on wages, hours and conditions of employment for all classified personnel (herein referred to as "employees") employed by the District except those excluded in Article 1.2.B.
- B. Supervisory employees, confidential employees, substitute employees, temporary employees, seasonal employees, and transitional employees are specifically excluded from the bargaining unit. Temporary employees are personnel employed for seasonal positions not to exceed six months. Substitute employees are personnel used to fill in for permanent employees who may be absent for any reason. Temporary, transitional, and substitute employees do not qualify for any fringe benefits except Workers' Compensation coverage with the following exceptions:
 - 1. When an employee is hired to meet an overload situation in a classroom, and that situation exceeds three months, the employee may remain as a temporary employee until the end of the school year. When the three months is exceeded, the employee will be granted Association rights including salary and fringe benefits. In the event the employee is returned to work the following year, the employee shall be considered as a regular employee effective on the date of return and be included in the bargaining unit.
 - 2. *Transitional employees are those employees hired after June 30, 2003, expressly to provide additional support to a student or students for the sole purpose of transitioning that student toward greater independence. Such employees may be reassigned to work with other students once the student has achieved the goal of independence. While transitional employees are not

entitled to the provisions of this Agreement, such employees shall be granted an interview when applying for permanent positions in the district.

*NOTE: A transitional employee is hired to work with an identified Special Needs student to provide assistance that facilitates the student's attendance and participation in his/her educational program. The assignment coincides with the student's attendance at school. In the event a permanent employee is working in a transitional position, the employee will retain permanent status.

3. A permanent employee may be hired into a temporary or grant/bond levy funded position via the transfer process. When a permanent employee is selected for a temporary or grant/bond levy funded position, the permanent employee will retain all benefits of the Agreement. The employee will return to the position or like position at the same wage level previously held in the event of layoff and recall or discontinuance of the position, grant, or bond. The permanent employee will not retain rights to return to the specific building or unit of the vacated position.
- C. Contracted management of classified employees working in the District shall follow the same Board/OSEA Agreement as District management.

1.3 Board Rights

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the District and its programs, facilities, properties and activities of its employees except as such rights are modified or waived by the terms of this Agreement or any subsequent agreement.
- B. Without limiting the generality of Section 1.3, it is expressly recognized that the Board's operational and managerial responsibility includes:
 1. The right to determine location of the schools and other facilities of the District, including the right to establish new facilities and to relocate or close old facilities;
 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
 3. The determination of the management, supervisory or administrative organization of each school or facility in the District and the selection of employees for promotions to supervisory, management or administrative positions;
 4. The maintenance of discipline and control and use of the school system property and facilities, including the installation and use of video cameras on district property for the sole purpose of ensuring the safety, health and welfare of all student, staff, community and visitors to district property, and to safeguard district facilities and equipment following Board policy and

Administrative Regulations. Audio may be recorded as part of security video recording only on transportation vehicles;

5. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved;
 6. The right to enforce the policies and standard practices now in effect and to establish new policies and standard practices from time to time not in conflict with this Agreement;
 7. The direction and arrangement of all the working forces in the District, including the right to hire, suspend, dismiss, discipline, or transfer employees, or to relieve employees from duty;
 8. The creation, combination, modification or elimination of any position(s) deemed advisable by the Board;
 9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance;
 10. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities; the determination of the processes, techniques, methods and means of the conduct of work;
 11. The right to establish and revise the school calendar, establish hours of employment, and to assign loads;
 12. The right to make assignments for all positions.
- C. Nothing in this Agreement shall limit in any way the District contracting or subcontracting of work or require the District to continue in existence any of its present programs in their present form and/or location or on any other basis.
- D. The Board retains all functions and rights to act not specifically nullified by this Agreement. Except as otherwise specifically provided by this Agreement, it is recognized that the Board and Administration have and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities and properties, and the work activities of its employees.

1.4 Association Rights

- A. Any employee whose position has been eliminated during the District's initial planning for the following academic year shall be so notified, in writing, as soon as is possible before, but no later than, the last day of school.
- B. The Board shall make available to the Association through the District's website a

list of employees by job position and building location. A printed directory shall be made available at the employee or Association's request.

- C. New job openings shall be posted in each building and displayed a minimum of seven days prior to the closing of the position. The job posting shall include position requirements, job group/pay level, hours per day or week, number of days per year, and unit location. Position descriptions are available upon request.
- D. The Board shall send a list of new employees stating job position, hours to be worked per day, wage/step placement, and location to the Association within two weeks after Board approval.
- E. The Board shall provide the Association with reasonable bulletin board space for Association use in communicating with employees. The Association shall have the right to place appropriate notices, circulars, and other materials on designated school bulletin boards and in classified employee's mailboxes. At least one section of a bulletin board in any building where employees are working may be used for Association material. Building administrators will work with Association representatives to identify space for a bulletin board if no space is currently available.
- F. The Association President shall be notified and invited along with Association designees to participate with the Superintendent or designee(s) in making recommendations for the adoption or revision of Series G Personnel Policies and Administrative Regulations related to working conditions. A copy of adopted policies shall be posted on the District's website, and hard copies of Series G Personnel Policies and Administrative Regulations will be provided to each work site upon request of the immediate supervisor.
- G. The District agrees to furnish to the Association, upon request, available information concerning programs, departments, and financial resources of the District, including information that shall assist the Association in preparing materials for professional development, for negotiations, or for processing grievances or complaints.
- H. The Board shall furnish the Association with printouts of each unit's budget upon approval of the Board.
- I. Up to a full year without pay shall be granted, upon request, for an employee to perform duties of a state or national Association officer without loss of opportunity to participate in benefit programs or seniority status. Extension of the unpaid leave will be considered where state or national office is more than one year.
- J. The Board agrees to make this Agreement available to each classified employee within 30 calendar days following signing of the Agreement. The District and the Association shall mutually agree on the distribution process.

1.5 Savings Clause

- A. If any provision of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall remain in force.
- B. Should any provision of this Agreement be declared illegal, the parties may enter into negotiations for a replacement provision upon written request by either party.

1.6 Funding

This Agreement is entered into based upon assumption about the amount of revenue to be received by the District in the initial year of this Agreement and on the assumption that revenues in future years will grow sufficiently to fund the economic provisions of this Agreement. If these assumptions prove incorrect and the total dollars to be received by the District based upon the information calculated by the District at the time of adoption of its annual budget will be greater than or less than would have been received with the assumptions holding true, or if there is any other unexpected and substantial revenue gain or shortfall which affect the District's ability to fund the economic provisions of this Agreement, either party may elect to reopen this Agreement for further negotiations. The Board will not, however, reopen this agreement for negotiations unless it determines that all other reasonable options of balancing the budget, not impacting employee compensation, have been exhausted.

If either party wishes this agreement to be reopened, notice will be given in writing and bargaining will begin within no more than fourteen (14) days.

ARTICLE 2
ASSOCIATION COMMUNICATIONS/FACILITIES

2.1 Association Communications

- A. Regular inter-District courier service and district e-mail may be used for distribution of Association material upon request of the Association President and/or designee.
- B. The Board shall schedule matters brought to its attention by the Association in the same manner as other matters are scheduled on the Board's agenda, as long as those matters are made known to the Superintendent's office two full weekdays prior to the regular meeting.
- C. Association representatives and officers may use time within their regularly scheduled workday to communicate with unit members and to attend to Association matters, providing this does not interfere with required duties of either party. Association representatives will stop at the unit office to state their business at the unit.
- D. Chapter officers and elected or appointed Association representatives, upon approved application, may be granted time off without pay from their regular duties to attend meetings of interest to the Association. Whenever possible, such meetings will be scheduled so as not to interfere with normal school worksite duties.
- E. The Association President, Vice-President, or designated appointee shall be granted leave to perform the necessary duties of the Association, and to act as liaison between the Association and the District. The District shall be reimbursed for the released time by check from the Association. It is understood that said person(s) shall have no loss of salary, increment, social security, retirement, health plan, or other benefits. Duties of the person(s) for which the District is being reimbursed shall not be assumed by other employees without compensation.
- F. Employees may be granted time off, with the permission of their administrative supervisor, to attend Chapter 71 Association meetings. Such time off shall be made up at a time agreed between the employees and the administrative supervisor.
- G. The Association shall be allowed the use of a direct inward dial (DID) phone line and to install a telephone at no cost to the District at a mutually agreed upon location.
- H. The District shall provide fully-paid release time and pay for substitutes, if needed, for the Association's bargaining team for collective bargaining sessions scheduled during regular work hours when the meeting time is mutually determined by both the District and the Association.

2.2 Association Facility Utilization

- A. District facilities may be used for Association meetings at times during non-duty hours provided the meetings do not interfere with normal school operation. Building use shall be scheduled in accordance with District guidelines for facility use.
- B. All Association activities, other than scheduled meetings between Association and administrative representatives, shall occur outside the employees' regular workday.
- C. The Association shall be allowed use of office and audio-visual equipment as needed to provide information to the employees. The Association shall pay for the cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result.

ARTICLE 3
EMPLOYEE EVALUATION AND PLAN OF ASSISTANCE

3.1 Evaluation Process

The employee evaluation process shall present an opportunity for communication and discussion between evaluator and employee regarding employee work performance. Each employee shall be evaluated at least once a year by that employee's unit manager/supervisor or administrative designee. The employee shall acknowledge reading such material by signing the actual copy to be filed with the understanding that such signature signifies reading the material to be filed and does not necessarily indicate agreement with its content. The employee may attach an objection to the evaluation report to be placed in the employee's personnel file with a copy to the Superintendent. The written objection may include a request to meet with the supervisor to discuss the attachment.

The judgment of the employee's work performance by the evaluator shall not be the subject of a grievance unless the employee feels that the evaluation was done in an arbitrary and capricious manner.

3.2 Evaluation Observations

Observations of employee work performance shall be conducted openly. The purpose for such observations is not only to observe the employee in the work situation, but also to evaluate and guide the employee in a positive and helpful way. The employee shall have the opportunity, on request, to discuss the results of the evaluator's observation with the unit manager/supervisor or administrative designee. Copies of all written reports on the observation of employee work performance shall be given to the employee. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy.

3.3 Evaluation Appeal

An evaluation appeal may be made to the evaluator, by meeting with the evaluator in an effort to gain understanding of the accuracy of the comments made on the evaluation that are in question by the employee. The employee may provide evidence or reason that may change the evaluator's opinion regarding the issue in question. The evaluator may choose to change, or not to change the evaluation content. Probationary employees cannot use the grievance procedure for evaluation matters.

3.4 Plan of Assistance

If, in the unit manager/supervisor's opinion, the employee is not meeting job performance standards, a Plan of Assistance will be developed and communicated to the Human Resources Department. A Plan of Assistance is provided to the employee to help improve employee performance in the following manner:

1. The Plan of Assistance will list resources and assistance to the employee that can be accessed to assist the employee in meeting the plan's expectations.
2. Meet with the employee and the employee's OSEA representative to discuss the concerns/deficiencies; discuss the correction(s) needed by the employee with specific expectations for improvement; create a reasonable timeline (no less than 20 working days) to accomplish the plan; and meet and evaluate progress periodically as specified in the plan.
3. On the date specified to the employee at the initial meeting, the employee will again be notified as to the progress that had been required. If the improvement is not satisfactory, a recommendation may be submitted to the Superintendent for additional action, which may include an extension of the plan or dismissal. The supervisor and the employee will meet upon completion of the Plan of Assistance. At that time, the employee will be notified in writing of successful completion, plan extension, or recommendation for termination.

In all cases, the Association shall be notified when an employee is being placed on a Plan of Assistance. The Employee will be given the name and phone number of the OSEA Chapter 71 President and may request an Association representative at any or all meetings related to the Plan of Assistance. Any material, except for evaluations, may be removed from a personnel file after three years by the Superintendent upon request by the employee.

ARTICLE 4 PERSONNEL FILES

4.1 Personnel File Content

- A. The personnel file shall include but not necessarily be limited to the following:
1. Performance evaluation reports (required state form and District form(s), if any);
 2. Academic transcripts;
 3. Completed application for employment;
 4. Records of additional academic work and related growth experience bearing on salary adjustments;
 5. Copies of commendations, complaints, and suggestions relative to professional performance;
 6. Employee certification information;
 7. Any replies, comments, and explanations the employee signs and wishes to append to such data and reports.
- B. There shall be only one official personnel file. Each supervisor may maintain an unofficial working folder to assist in supervisory responsibilities. The employee may request to view the supervisor's working file. The file will be purged no later than June 30 each year except for the following documents: past year's evaluations and documents substantiating verbal warnings that may result in further discipline. However, documents related to verbal warnings will become stale after two years if there have been no further incidents. If an employee begins work on or after December 15, the file will remain intact for up to 18 months, but no later than the end of the following fiscal year, and thereafter will be purged by June 30.
- C. No complaint directed toward any employee shall be placed in the personnel file until it has been processed as specified in Article 9.
- D. No evaluation document, disciplinary document, or complaint will be entered into the employee's Human Resources official district file until a copy has been given to the affected employee. The employee shall acknowledge reading such material by signing the actual copy to be filed with the understanding that such signature signifies reading the material to be filed and does not necessarily indicate agreement with its content. The employee shall have the right to answer any material contained in the files and the answer shall be attached to the file copy. Whenever feasible, reports deemed detrimental to an employee shall be in written form within ten working days of the event leading to the report. An administrative investigation will be conducted, following Standard Practice, prior to entry of complaints in the employee's file.
- E. Privileged information, as defined by state and federal law are specifically exempted from review and shall not be filed in the personnel file. No copies of privileged information shall be made available to the employee.

4.2 Personnel File Maintenance and Access

- A. All official records of employees shall be kept in the Human Resources Department under adequate protection at all times in accordance with ORS 342.850. Such records may be inspected only by the employee concerned, the Superintendent or designee, or by others authorized in writing by the Superintendent or the employee.
- B. Employees shall have the right, upon request, to review the contents of their personnel files maintained at the employee's unit or at the Human Resources Department, in the presence of a Human Resources administrator or designee.
- C. An Association representative or the employee's attorney may, at the employee's request, accompany the employee in reviewing the employee's file, which shall include all material pertaining to the employee affecting employment status or the conditions of employment.
- D. Copies of any papers including documents, letters, or other written material in the employee's file, or concerning the employee shall be given to the employee or employee's authorized representative upon request. The Human Resources Department may charge the cost of reproduction of the copies requested.
- E. Any material, except for evaluations, may be removed from a file after three years by the Superintendent upon request of the employee.

**ARTICLE 5
LAYOFF AND RECALL**

5.1 Seniority

- A. District seniority shall be defined as the total length of continuous service, including probationary time, within the District in this bargaining unit. Unpaid leaves in excess of 90 consecutive days (other than for medical reasons FMLA/OFLA) shall not constitute a break in service, but shall not count toward total District seniority.

Temporary employees shall be laid off prior to layoff of regular employees. Exceptions may be granted after consultation and agreement between the District and the Association.

- B. Seniority shall continue to accumulate when on approved paid leaves.
- C. Seniority shall be viewed as follows:
1. According to date hired into a regular position in the District;
 2. Those employees with the same District seniority hire date shall break ties in seniority with a flip of the coin or the drawing of lots within 30 days of hire into a permanent position. The tie breaking procedure will be arranged by a Human Resources administrator and will be presided over by the Association President or his/her designee. Employees sharing the same hire date will attend the tie breaking procedure.
- D. Upon request by the Association, a Human Resources administrator will provide the Association with a list showing the seniority of District classified employees and will notify the Association of changes in the list. A Human Resources administrator will at all times have a current seniority list in the Human Resources Department. The list will be available for inspection during regular working hours by employees and the Association.

5.2 Layoff

Layoff is the elimination of a position or reduction in an employee's hours sufficient to affect the employee's current benefit level regardless of benefit utilization at the time of layoff. The OSEA Chapter 71 President will be notified whenever an employee's benefit will be affected due to lay off or reduction of hours.

- A. In the event the District determines the need to layoff bargaining unit members, the District will notify the Association President and employees to be affected by layoff, 30 calendar days prior to layoff. At all times the District will provide notice of at least two calendar weeks prior to the first day of work to the Association President and employees affected by layoff.

Layoff or reduction in hours may be for the following reasons only:

1. A substantial reduction in general fund revenue that impacts the District's ability to maintain current staffing levels; or
 2. Reduction of state/federal funding; or
 3. A substantial reduction in pupil enrollment; or
 4. Reduction, elimination, or change of a District service, program or facility.
- B. Employees shall be laid off in the inverse order in which they were hired into the District.
- C. Employees so notified of an impending layoff who have previously held a position in another job classification may return to the same position (regardless of job title) in that job classification provided they have greater District seniority than employees holding those positions.
- D. For the purpose of layoff, the Association President will be deemed to have greater seniority than any other employee, and the Vice-President will be deemed to have seniority second only to that of the President. The OSEA Chapter President and Vice-President shall not lose employment as the result of a layoff during the life of this contract.
- E. The following process will be used and applied when an employee is laid off, with the understanding that the District and Association will have the right to apply the least disruptive process for students:
1. Request to transfer to an open position or combination of open positions.
 2. Combine positions at more than one location to retain hours.
 3. Displace the least senior employee within the current job group in the same classification with the same number of hours in one location.
 4. Displace the least senior employee in a previously held job classification or in the next lowest job group within the job classification.

In all situations, District seniority will determine which employees shall be involuntarily transferred and the order in which transferred employees will be given the opportunity to select from available positions.

- F. If employees transfer into a position within their current job classification, which they have not previously held, the District may require proper licensing, certification, or qualifications required for the position.

If seniority is equal, the unit manager will interview all affected employees and

make a selection based upon an employee's area of competence and level of past formal work performance evaluation.

In no situation shall an employee gain in hours sufficient to increase his/her benefit level (regardless of whether or not benefits were accessed) or job group as the result of layoff and recall, except where an employee has the right to return to a previously held job classification.

5.3 Recall

- A. As vacancies within an affected job classification occur, laid off employees shall return to positions for which they are qualified in the inverse order in which they were laid off. Employees who have returned to previously held positions shall be recalled in the same manner as if they had not retreated.
- B. Recall shall be by written certified mail, return receipt requested, to the employee's last known address on file with the Human Resources Department and shall require that the employee accept or reject recall within five work days after the delivery date. Employees accepting recall shall have two weeks from the receipt of the notice to return to work. Should special circumstances prevent a return to work within ten workdays, the employee shall notify the Human Resources Department and arrange a return date acceptable to the District. Failure to return to work within the agreed upon time or refusal to accept a recall shall be considered a voluntary termination.
It shall be the employee's responsibility to keep the Human Resources Department informed of current phone number and address.
- C. No new employees will be hired into classifications where employees who have served within that classification remain on layoff status. Layoff status shall automatically terminate 27 months after the effective date of such layoff.
- D. Employees who are laid off and who are subsequently reinstated within 27 months shall retain their full seniority less layoff time. Employees who return to work shall not receive credit for movement on the wage schedule for the layoff period.

5.4 Offers of Similar Positions

- A. Employees on layoff status shall be eligible for recall to similar positions as those held prior to layoff. A similar position shall be defined as one which falls within the same classification and has similar job-related skills; and has within its wage range the same wage range as previously earned; and has a daily work schedule that is within the same number of benefit hours regardless of whether or not benefits were accessed as related to the employee's previous schedule (See Article 5.3 A). The employee may elect to waive rights to the same number of benefit hours and accept an available position with less benefit hours.
- B. Callback of employees to similar positions shall be in the same manner as

designated for recall in Article 5.2, except that employees offered similar positions shall have the right to reject those offers twice. If an employee rejects an offer of a similar position three times, the third rejection shall be considered a voluntary termination.

5.5 Reduction in Hours

- A. When the District or unit manager/supervisor determines to reduce hours in existing positions, the seniority of employees shall be the most significant factor of consideration for the employees who have hours reduced. Prior to making a decision to reduce hours for specific employees, the unit manager/supervisor will discuss the proposed changes with the employees involved. Alternate plans may be suggested by the employees at the unit level. When the District is unable to reduce hours by a strict seniority system, the situation shall be reviewed with the Association prior to the reduction.
The Association shall be provided with the opportunity to present a plan which would be consistent with the needs of the District, and still utilize a strict seniority system for reducing hours. If the plan presented by the Association is not acceptable, the District shall inform the Association of the reasons why the plan is not consistent with the needs of the District.
- B. Reinstatement of hours, which have been reduced, will be done in a process similar to Article 5.5.A.
- C. When temporary hours have been added to an employee's schedule due to seasonal tasks or conditions of overload, it will be made clear to the employee that those hours will be reduced when the temporary situation is relieved, or at the end of six months, whichever occurs first. Seniority does not apply in this situation.
- D. The Association shall be informed as soon as the District becomes aware of any proposed reduction of work hours of employees.
- E. For the purpose of reduction of hours, the Association President will be deemed to have greater seniority than any other employee, and the Vice President will be deemed to have seniority second only to that of the President. The OSEA Chapter President and Vice President shall not suffer a loss of hours without consultation with the OSEA Executive Board.

ARTICLE 6 EMPLOYEE DISCIPLINE AND DISMISSAL

In order to protect the professional status and due process rights of employees, all criticisms by supervisors, administrators, parents, and other staff members regarding an employee shall be made in confidence and not in the presence of students, parents, staff, or any public gathering unless immediate intervention is necessary for the safety and welfare of students or employees. In order to protect the professional status and due process rights of supervisors, administrators, and Board members, an employee shall not intentionally use the workstation as an arena to criticize supervisors, administrators, employees, or Board members. Failure to adhere to the expectations expressed here will allow individuals to utilize avenues of relief as outlined in this agreement.

6.1 Discipline and Dismissal Reasons

A. Meeting Notice

Required meetings that could lead to discipline will be held after the employee has been informed that he/she has the right to request the presence of an Association representative at such meetings. The notice to the employee to meet will include the general reason for the meeting and will be in writing (hard copy or e-mail). Except in cases of urgency/emergency, the employee will be notified at least twenty-four (24) hours prior to the scheduled meeting.

B. Dismissal, Suspension, or Demotion

Whenever work performance or conduct of an employee is such that dismissal, suspension or demotion is being recommended, the supervisor will schedule a conference and notify the employee of the right to Association representation. The notice will state the purpose for the meeting and include the OSEA Chapter 71 President's and field representative's telephone numbers. Such notice will be written (hard copy or e-mail). Except in cases of urgency/emergency, the employee will be given notice at least twenty-four (24) hours prior to the scheduled meeting.

No dismissal, suspension, or demotion shall be brought against an employee under this provision without just cause. The employee shall have the right to have an Association representative present at any conference resulting from action taken under these provisions. All information forming the basis for action shall be made available to the employee and the employee's representative. Discipline shall be administered in private and shall be progressive. Progressive discipline shall mean verbal warning, written reprimand, suspension with or without pay, then termination. The nature of the offense shall determine where progressive discipline is initiated.

The following actions may be deemed sufficient to initiate immediate suspension or dismissal procedures:

1. Insubordination or willful neglect of duty;
2. Conviction of any felony;
3. Conviction of a misdemeanor which has a connection, link, or is related to District employment and which is detrimental to the District or its personnel;
4. Intoxication on duty; possession or use of alcoholic beverages or abuse of prescribed or non-prescribed drugs or narcotics while on duty; or theft, sale, or abuse of controlled substances on District premises;
5. Employees who have been hired with the provision that they must pass a pre-employment physical examination, and then become unable to pass the required physical examination while employed;
6. A willful, serious violation of any published Board policy, Administrative Regulation, or District or unit safety requirement.

If dismissal is recommended by the District, the employee shall be notified in writing of his/her right to request a pre-termination hearing before the Superintendent or his designee within ten working days of the recommendation for dismissal. In all cases of dismissal recommendation, the OSEA Chapter President and OSEA Field Representative shall be sent a copy of the notice given to the employee.

- C. Employees shall be held harmless from disciplinary actions for approved protected leaves as recognized by state and federal laws. An employee who is not OFLA/FMLA eligible, because the employee's work hours do not qualify the employee for OFLA/FMLA leave, but who provides information and documentation for use of accumulated paid leave due to personal illness or an employee who is the primary caregiver to a family member, as substantiated by a medical practitioner, shall be held harmless from disciplinary actions for approved leave. Use of paid leave under these circumstances shall not exceed 12 weeks, and does not extend to the employee any other benefit. Any misuse of leave under this section will be investigated and if applicable the discipline process will be followed.
- D. Employees shall be held harmless from disciplinary action for paid or unpaid leaves requiring approval and used for the purposes indicated in the leave request. Misuse of approved leave will result in disciplinary action.

**ARTICLE 7
TRANSFERS/ASSIGNMENTS**

7.1 Transfers

- A. When transfers are requested by an employee, the employee's area of competence and quality of work performance shall be the major consideration for selection.
- B. Employees who desire to transfer to a posted vacancy will file a request for transfer with the Human Resources Department. The unit manager/supervisor shall not attempt to discourage an employee from applying for a transfer or retaliate or coerce an employee for transferring.
- C. Whenever possible, placement of a transferred classified employee into an "appropriate vacancy" should be based upon a principle of least disruptive to existing programs, services, and employees.

An "appropriate vacancy" would be:

- 1. A position which a transferred classified employee is qualified to perform or could be by the effective date;
 - 2. A position which is not occupied by a permanent status classified employee at the time a transfer is contemplated; and
 - 3. A position known to be open at the time a transfer is contemplated.
- D. Any transfer not requested by an employee will be considered involuntary. When an involuntary transfer is necessary, the unit manager/supervisor will initiate the transfer process with a written notice to the employee. Any involuntary transfer shall be made as long as the classified employee has been offered an opportunity to discuss the transfer with the OSEA Chapter 71 President or designee, the unit manager/supervisor, and upon request, the Human Resource administrator. The meeting shall be scheduled at a mutually agreeable time between the parties. The meeting will be held as soon as reasonably possible.
 - E. Current District employees are encouraged to apply for any District positions for which they are interested and qualified. Employees interested in in-District transfers are encouraged to prepare application material similar to those of an outside candidate for the position.
 - F. An employee applicant not selected for a position may request a conference with the selecting administrator to discuss reasons for non-selection.

7.2 Postings and Interviews

The District will post vacancies on the District's website and accept applications from District employees, as well as from out-of-District candidates. All in-District employees are encouraged to apply for positions and will be granted an interview. Interviews may be held in person, by telephone, or via the Internet (for example Skype).

7.3 Probationary Period

The first 90 contract days of employment, beginning with the first day of service, in a permanent position will be the probationary period during which time the District may dismiss the probationary employee without a showing of cause. For less than 12-month employees, the summer calendar break is not counted towards the probationary period. A dismissed probationary employee shall not have recourse to the grievance procedure for purposes of challenging the dismissal.

The probationary period may be extended by mutual agreement between the employee, the Association and the District. When a probationary employee is promoted to another position, the probationary period may be extended by mutual agreement between the employee, the District and the Association.

During the probationary period, the Association may attend meetings at the request of the probationary employee but will not represent employees in any matters related to dismissal.

A probationary employee who accepts another position, even if temporary, loses rights to the original position.

Note: "Contract days" are those workdays and paid holidays within the employee's regularly-scheduled contract work year.

ARTICLE 8 WORKING CONDITIONS

8.1 General Working Conditions

- A. The District will provide each employee with a copy of their job description, at the time of orientation and/or upon request.
- B. The Board and Association shall work together to identify those schools in which lounge, lunchroom, restroom, and telephone facilities for use of adults are unavailable and inappropriately furnished. Following identification of inadequate facilities, a planned program to provide such facilities will be mutually agreed upon, allowing reasonable time for appropriation of funds. Provisions for such facilities will be made in future construction.
- C. Only District employees trained by the District Transportation Department as school bus/van drivers shall operate a District-owned school bus/van to transport students.
- D. As a result of the District becoming tobacco free, an employee assistance program to stop smoking will be available. Resources for employee assistance programs for tobacco cessation will be provided on the District web page, in hard copy at the unit, and in the Human Resources Department.
- E. The consequences for violating the tobacco free policy will be disciplinary actions as described in Article 6.1.
- F. All Classified staff who will be working with a student who has evidence of deviant behaviors or a medical condition that could present a safety problem to students or staff will be informed of the known behavior pattern(s), or the symptoms of the student's medical condition, and informed of suggested strategies for managing the student(s) behavior or symptoms. Confidentiality rights of the student will not be violated.

8.2 Calendar

If an employee works 12 months, it shall be interpreted to mean 260 days. Employees will be paid for actual days worked.

8.3 Work Schedules

- A. The workweek shall be defined as beginning at 12:01 AM Monday and ending at 11:59 PM Sunday. Each employee shall be granted two consecutive days off within the workweek; normally Saturday and Sunday. Employees who have a regular work schedule that includes Saturday as a normal workday shall work a five consecutive day week that shall include Saturday. When a holiday as indicated in the Agreement falls within the seven day work week, that holiday shall be considered as though the employee had worked a regular shift for that day and

shall be part of the employee's 40 hour work week. If a holiday falls on a Saturday or Sunday, an employee who normally would have it as a workday will have either the Friday before the Saturday holiday or the Monday following the Sunday holiday. Employees who have a regular work schedule that does not include Monday, as a normal workday shall be given Tuesday as a holiday if a national holiday is observed on Monday.

- B. Regular work hours for employees shall be no more than eight hours per day plus a minimum of one-half hour (30 consecutive minutes) of duty-free unpaid time for a meal break. The workday shall include a 30 consecutive-minute duty-free meal break to commence within 5 and one-half hours of the beginning of the workday. A meal break of greater than one-half hour of unpaid time must be at the employee's request and with the administrative supervisor's approval. The starting and dismissal times, which may vary from position to position, shall be determined by the unit manager/supervisor.
- C. Employees who are unable to have a duty-free meal break on a consistent schedule due to the nature of their work assignment will be compensated.
- D. Employees shall adhere to the daily normal schedule. Request for exceptions must be submitted to the unit manager/supervisor or administrative designee prior to the anticipated absence and/or late arrival or early leaving. Wage deduction will be made on a per diem basis or a pro-rated share of unapproved absence, late arrival or early leaving. Employees will inform the office when leaving and returning during their scheduled duty-free meal break. If an employee's unpaid meal break is interrupted to perform a duty or responsibility, the employee will be allowed to extend the meal break to compensate for the interruption. If an employee's unpaid meal break is interrupted on a recurring basis, the employee shall inform the unit manager/ supervisor and request a meeting to discuss the schedule and possible changes to provide for an uninterrupted meal break. An Association representative will be included and the employee will be given the name and phone number of the OSEA Chapter 71 President.
- E. Employees working from four to fewer than six and one-half hours per day shall be granted one 15 consecutive minute break. Those working six and one-half hours or more per day shall be granted two 15 consecutive minute breaks per day. The time shall be designated by the unit manager/supervisor or administrative designee. Breaks will not be used for regular early departure or late arrival nor are they regarded as cumulative if not taken. Employees will remain at their work site during breaks. Breaks will not be scheduled as the first or the last 15 minutes of an employee workday.

- F. Employees will be compensated with one and one-half times their present pay rate for required work beyond forty hours in the employee's regularly scheduled workweek, or, with the District's approval, the employee may receive one and one-half times compensatory time off for the time worked beyond forty hours in the employee's regularly scheduled workweek. An employee may elect to receive compensatory time off in lieu of overtime pay. Employees shall schedule comp time to be used with the supervisor's approval. In all cases, the employee shall not use comp time without the knowledge of the supervisor. The employee may request in writing to carry up to 80 hours into the next fiscal year. Unless the employee has requested in writing to carry over comp time into the next fiscal year, any comp time not used by June 30 of each year shall be paid to the employee at the end of the fiscal year.
- G. Regular employees who are not 260 day employees, and who are working temporarily during summer months shall accrue sick leave for months worked in summer employment. Regular employees agree not to use any negotiated leave during summer employment except sick leave. Emergency and bereavement leave may be used with the approval of the unit manager/supervisor or designee.
- H. When employee(s) work hours are reduced, or a substitute is not hired to replace an absent employee, the administrative supervisor will advise the affected employee(s) of revisions in the priorities of the duties of the position.
- I. The District will inform the Association as soon as possible of its intent to reduce workdays and/or hours.
- J. 260 day/8 hour employees are entitled to work and be paid for their full 40 hour week as per their Recommendation for Hire as approved by the Board.

This shall not preclude the District from electing to adjust or modify the length of the workweek, however, it shall not require the employee to use paid or unpaid leave to receive payment for the hours for which they have been employed.

For Example: Should the District decide to modify the workweek to four days, the employee may elect to do one of the following:

1. Work a modified workweek of four days at (10) hours a day for their full 40 hours;
2. Work a modified workweek of four days at (9) hours a day and utilize paid/vacation leave for the additional four hours;
3. Work a modified workweek of four days (8) hours a day and utilize paid/vacation leave for the additional eight hours;
4. Work a modified workweek of four days at nine (9) hours a day and utilize unpaid leave for the additional four hours;

5. Work a modified workweek of 4 days at eight (8) hours a day and utilize unpaid leave for the additional eight hours.

K. Transportation Department Working Conditions

Procedures for posting, bidding, and assigning routes will follow the Transportation Manual. The District and Association have entered into a letter of agreement that reflects the District's and Association's intent to work together along with the Transportation Department employees and supervisors for efficient, legal and equitable application of practices and procedures.

ARTICLE 9 COMPLAINT PROCEDURE

- A. Any complaint or complaints regarding an employee made by a parent, student, citizen, or non-administrative District employee, including co-worker(s), which may influence the evaluation of the employee or which may lead to discipline of the employee will be brought to the attention of the employee within five work days from the time the complaint was made known to the District. If the employee cannot be notified within the five (5) workdays about the complaint, the OSEA President and/or Field Representative shall be notified and given an estimated time of meeting with the employee.
- B. The administrator or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint including the name(s) of the complainant. The employee shall be given the opportunity to explain the situation or circumstances from their point of view, after which the administrator or immediate supervisor and the employee shall attempt to resolve the matter informally.
- C. When the complaint has been filed by a co-worker, the administrator or immediate supervisor shall offer mediation as an option to the employees in an effort to work out their differences without fear of reprisal or disciplinary action. Both parties must agree to mediation and be willing participants. Should either party decline the offer of mediation, the complaint will be handled in a manner consistent with this article.
- D. Any disciplinary action against the employee, as a result of the complaint, will be in accordance with Article 6.
- E. The employee shall have the right to be represented by the Association and/or any other person of the employee's choosing at any meetings or conferences regarding such complaint. The complainant may be accompanied by and may be represented by a person of the complainant's choosing at any meeting or conference which the complainant is entitled to attend. When the complaint is between two or more members of the same bargaining unit, all parties shall have a right to their own union representation. When more than one OSEA Field Representative is needed, arrangements shall be made between the District and OSEA to provide for such coverage.
- F. Anonymous complaints, unless further substantiated, shall not be made the basis for any disciplinary action and under no circumstance shall be included in official personnel files. If the name of the complainant is not made known to the employee, the complaint shall not be formalized. Complaints not processed in conformance with this article shall be destroyed.
- G. This article shall be used in conjunction with the District Policy and Administrative Regulations for complaints. In cases where the language of the Collective Bargaining Agreement and District Policy may not agree, the language set forth in this agreement shall prevail.

ARTICLE 10 GRIEVANCE PROCEDURE

10.1 Grievance Procedure Definitions

- A. "Grievant" shall mean either:
 - 1. a member of the bargaining unit; or
 - 2. a group within the bargaining unit; or
 - 3. the Association.

- B. "Grievance" shall mean a claim by a grievant that a dispute or disagreement exist involving interpretation or inequitable application of the terms of this Agreement, administrative rule, or Board policy. A grievance filed solely over Board policy will conclude at Level Two (Superintendent Level), the Superintendent's decision being final.

- C. "Hearing Officer" refers to an individual who shall conduct the procedures and/or rule on the issue presented at Level Two as referred to in Article 10.3.

- D. "Immediate Supervisor" is the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance.

10.2 Grievance General Procedures

- A. These procedures should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties at any level of the procedure.

- B. The District recognizes employees' right to grievance representation by the Association. The District shall notify the Association of a grievance proceeding to Level Two.

- C. There shall be no restraint, interference, discrimination, or reprisal exerted on an employee concerned with the resolution of grievances.

- D. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.

- E. All documents, communications, and records of a grievance shall be filed separately from the District personnel files. The Human Resources Department will maintain a notebook of these procedures.

- F. Following the Level One informal discussion, grievances may be submitted in writing using the OSEA Grievance Form (Appendix B). All written grievances must include the information required on the form.
- G. There will be no interruption of classes or the workday as a result of using this procedure unless agreed to by the District.
- H. Involvement of students in all phases of the grievance procedure shall be avoided. However, names of students shall be made available when their testimony as witnesses to the event in question becomes essential in the grievance proceedings.
- I. Grievances above Level One will be processed at a time set mutually by the parties.
- J. In the event a grievance is filed at a time when it cannot be processed through all the levels in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to the parties, the time limits shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.
- K. Grievants may represent themselves through Level Two of the grievance procedure or may determine their own representative, which may be the Association. The Association shall have the right to be present and to state its view at all levels of the grievance procedure.
- L. All meetings and hearings under this procedure shall be conducted in private unless the grievant, Association, and District otherwise agree, and shall include only such parties and their selected representatives.
- M. Any level of the grievance procedure may be waived or extended with the mutual written agreement of both parties.
- N. An individual acting as a hearing officer shall not have previously been directly involved in the events leading to the grievance.
- O. Both parties shall have the opportunity to present arguments and evidence orally as well as in writing. Both parties shall also have the opportunity to confront and cross-examine witnesses.
- P. The determination of the grievance shall rest solely on the evidence gathered at the hearing or through investigation by the hearing officer. Evidence discovered by the hearing officer's investigation shall be available to the grievant upon request.

10.3 Grievance Levels

Level One (*Unit Level*):

The grievant shall first discuss the grievance with the immediate supervisor individually or accompanied by a grievance representative no later than the 15th workday after occurrence or event which led to the dispute, with the objective of resolving the matter informally. If the grievance arises out of an event that occurs within the last 15 workdays of the employee's work year, the time for filing a grievance shall be no more than 21 calendar days following the event. Grievances will be submitted on OSEA Grievance Form Appendix F. The immediate supervisor shall respond to the grievance at the informal meeting or within five workdays of the informal meeting. If the grievant is not satisfied with the disposition of the grievance, a written grievance may be filed with the immediate supervisor within five workdays, stating the grounds for the grievance, the remedy requested, and bearing the signature of the grievant. The immediate supervisor shall communicate the decision in writing to the grievant within five workdays of the receipt of the written grievance or hearing, if held.

Level Two (*Superintendent Level*):

If the grievant is not satisfied with the decision of the immediate supervisor, the grievant may appeal in writing to the Superintendent within 10 workdays of the Level One decision. Within ten workdays, the Superintendent or designee shall give written notice of the time and place of a hearing, consulting with the grievant, to the grievant and the representative. The Association or the District may tape record the hearing. The Superintendent or designee shall communicate to the aggrieved and the representative the written decision within ten workdays of the hearing.

Level Three (*Arbitration*):

There may be differences of opinion as to the interpretation of this Agreement. All parties desire to have these differences of opinion adjusted as quickly and efficiently as possible. Binding arbitration shall be confined to interpretation, meaning, or application of a specific term or provisions of the Agreement.

- A. If the grievant is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within ten workdays after the grievance was heard by the Superintendent, the grievant may request in writing that the Association submit the grievance to arbitration. If the Association so determines, it may submit the grievance to arbitration within 15 workdays after receipt of the Superintendent's decision. The Superintendent or designee and the Association representative shall confer to determine a mutually acceptable arbitrator. If no arbitrator can be mutually agreed upon, either the Superintendent or the Association shall request a list of arbitrators from the Employment Relations Board (ERB). The parties shall then be bound by the rules and procedures of ERB in the selection of an arbitrator.
- B. The arbitrator shall confer with the representatives of the Superintendent and the Association and hold a hearing promptly and shall issue the decision not later than

30 calendar days from the date of the hearing, or, if oral hearings have been waived, then from the date that final statements and proofs on the issues are submitted to the arbitrator. The Superintendent and the Association may present evidence, witnesses, and exhibits at the hearing scheduled by the arbitrator; and each shall have the right to cross-examine. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is in violation of this Agreement. The decision of the arbitrator shall be submitted to the Superintendent and the Association and shall be final and binding on the parties.

- C. The costs for the services of the arbitrator including per diem expenses, shall be equally shared by both parties.

ARTICLE 11 PAY PROVISIONS

11.1 Pay Periods

- A. The District will provide to the employee a copy of the District schedule of pay dates at the beginning of the fiscal year.
- B. Equal pay – a bargaining unit member with a permanent position regularly scheduled to work four or more hours each day, five days a week the entire school year will be paid one-twelfth of the annual pay over twelve equal payments.

The deadline for establishing equal pay for new employees or employees returning from leave without pay will be December 20.

The employee who is receiving twelve equal payments may elect to receive checks for July and August in June; otherwise, the employee shall be paid monthly.

A bargaining unit member working less time than his/her regular scheduled hours will submit absences utilizing the District absence management system. Employees who work more time in addition to his/her regular schedule with prior supervisor approval will submit a timecard to payroll on a monthly basis.

- C. Equal pay – temporary status employees and employees working less than four hours each day, five days a week, will be paid up to ten equal payments for the school year, September through June.

Employees working less time than his/her regular scheduled hours will submit absences utilizing the District absence management system. Employees who work more time in addition to his/her regular schedule with prior supervisor approval will submit a timecard to payroll on a monthly basis.

11.2 Pay Advances

Employees may, in an emergency situation, be granted a maximum of one payroll advance per year up to 70% of earned wages not to exceed \$500.00 with the following conditions:

- A. The employee must submit a time card to the District Business Office verifying sufficient hours have been worked to cover requested advance. The time card must be signed by the employee's unit manager/supervisor.
- B. Payroll advances will only be granted during the period beginning five workdays after and ending five work days before the regularly scheduled payday and will be issued on Fridays.

Exceptions may be considered only in cases of extreme urgency, with an application to and approval by the Superintendent or his/her designee.

11.3 Payroll Errors

- A. An error on an employee's check resulting in an underpayment of \$50.00 or more, not the fault of the employee, shall be paid the next business day upon notification and verification by the Payroll Department.

- B. An error in an employee's pay due to an overpayment to the employee may be recovered from an employee. The employee may request to meet with a District administrator to discuss and verify the error and make arrangement, if applicable, for repayment to the District. The District will not take money from an employee with regard to an overpayment prior to discussion of repayment in an effort to inform the employee of the overpayment. All records pertaining to the overpayment will be made available in a timely manner and copied to the employee prior to discussion of repayment in an effort to inform the employee of the overpayment. The employee may have representation of choice to review materials and records regarding the overpayment. Any District payroll practice resulting in employee overpayment will be discontinued. The employee may return the overpayment to the District in the same manner as received monthly, or in a manner agreed upon by both District and employee.

11.4 Payroll Deductions

- A. The District agrees to deduct from employee wages as requested by the employee:

- 1. **Association Dues**

- The District shall furnish to the Association an electronic spreadsheet of classified employees paying union dues or Fair Share fees by payroll deduction within five workdays after monthly paychecks have been received by employees.

- The District agrees to deduct from the wages of each employee for the payment of dues to the Association, pursuant to authorization in writing by each employee on the Association membership form. This amount shall be forwarded to the state office of the Oregon School Employees Association by the 15th of each month following payroll deduction.

- 2. **Fair Share**

- All classified employees who are not members of the Association shall have deducted from pay an amount equal to the Association dues. This amount shall be forwarded to the state office of the Oregon School Employees Association by the 15th of each month following payroll deduction.

- An individual who objects to Association dues or fair share deductions based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member will inform the Association of his or her objection. The employee and the Association representative shall establish a mutually satisfactory arrangement for distribution of his or her contribution of

an equal amount to a non-religious charity in lieu of the dues or fair share deduction.

3. Premiums for Board approved insurance programs;
 4. Contributions to the United Way;
 5. District approved supplemental retirement programs and/or District approved Political Action Committees (PACs).
 6. Contributions to the North Clackamas Education Foundation.
- B. The District will offer an IRS Section 125 plan for employees. All required fees will be paid by the District. This plan will allow employees to "tax shelter" money for such things as childcare, insurance premiums, medical and dental expenses as determined by the District's plan document.
- C. All employees will pay OSEA dues when hired.
- D. The Association agrees to indemnify and hold the District harmless from and against any and all claims, suits, orders or judgments brought against the District as a result of the District's compliance with the provisions of Article 11.4.B and to reimburse any fees, costs or expenses incurred by the District in connection with the same.

11.5 Pay Rate Data

Employees shall be notified in writing or electronically of salary schedule placement, FTE, number of days of work and assignment annually prior to October 24, with the exception of Transportation employees, who will be notified annually prior to November 24. Changes in an employee's status will be provided in writing after Board action.

ARTICLE 12 PAID LEAVE

12.1 Paid Leave Requests

All paid leaves shall be input into the leave system either by phone or computer at least two (2) workdays in advance. Leaves are to be approved by the unit manager/administrator prior to the leave date except in an emergency or in the event of a sudden illness. In an emergency or sudden illness, a phone call shall be made or email is required to be sent to the supervisor and/or site timekeeper, or as required by the supervisor.

Employees will receive a response either through the District substitute system or by written confirmation. If the employee does not receive a response within two (2) workdays, the employee may request a response from his/her administrator's supervisor.

Supervisors will not require employees to fill out a separate leave form and will not ask for specifics of the leave.

12.2 Sick Leave

- A. Full-time employees – In accordance with ORS 332.507, bargaining unit members shall accrue sick leave at the rate of ten (10) days per year or one (1) day for each month worked, whichever is greater.

Part-time employees – Part-time employees accrue sick leave on a prorated basis, according to the percentage of a full-time schedule the part-time employee is scheduled to work. The sick leave paid for a day of illness for a part-time employee will be based on the number of hours the employee was scheduled to work that day.

- B. Sick leave shall be defined as personal illness or injury of the employee. Employees may use sick leave when unable to perform their work by reason of illness or injury, necessary time for medical or dental care, or exposure to contagious disease under circumstances where health of other employees or students would be endangered by their presence. The unit manager/supervisor may conference with employee if absenteeism begins to interfere with job performance. Sick leave may be used for the illness/injury of others as provided by OFLA/FMLA guidelines upon application for and approval of OFLA/FMLA leave.
- C. When an employee is on sick leave and will exhaust accumulated sick leave but will be able to return at a future date, the employee shall apply for an unpaid leave of absence for the number of additional days needed.
- D. Notice of accumulated sick leave shall be given to the employee on the monthly paycheck stub. The employee shall be responsible for keeping track of depletion of this sick leave.

- E. An employee who is placed on Workers' Compensation benefits may continue to draw on the employee's sick days as long as they last. At the point the employee's sick leave is exhausted, the employee on Workers' Compensation benefits shall apply for unpaid leave which will be granted on the same basis as other unpaid leaves for medical reasons.
- F. Family medical leave will comply with the "Family Medical Leave Act", and "Oregon Family Leave Act", depending on the qualifiers attached to the specific employee's work hours and work year, which allow the employee situation to fall under the specific law governing family leave. The legally required notice about these laws will be posted at each unit.
- G. **Sick Leave Bank**

The District will set aside 800 hours into a sick leave bank at the beginning of the contract year, July 1st, for permanent employees. If an employee has exhausted all paid leave due to a catastrophic, life threatening, major illness or injury, the employee may request to receive additional sick leave from the Association's sick leave bank. The Association will establish a process for administering the distribution of the sick leave bank hours. The criteria for requesting additional sick leave and determination of distribution will be the Association's responsibility.

The Association president, or his/her designee, will notify the Human Resources Director when sick leave hours from the bank are approved by the Association for distribution to the employee.

The Sick Leave Bank hours are cumulative up to a base of 800 hours and, if needed, the bank will be replenished annually each July 1st by the District.

If during any contract year the sick leave bank drops to 200 hours, the Association may request members to donate leave to replenish the sick leave bank to the level of 800 hours. Donated leave will be deducted from the member's individual sick leave balance at the time of donation and will not be refundable. Leave donations must be made in hourly increments. When donations are requested, members can donate up to 40 hours each time a request is made.

12.3 Jury Service

- A. Jury service shall be allowed. Fees paid to the employee for such service shall be payable to the District. Employees must report jury pay to the District. If jury pay exceeds the employee's pay, the employee shall retain the excess. Any expense money paid by the court shall be retained by the employee.
- B. Employees who work an assigned shift in the evening will be paid for jury duty for the actual hours spent on jury duty during the day. Actual hours must be documented by the clerk of the court.

12.4 Court Appearance

Appearance before a court, legislative committee or other judicial body as a witness in response to a subpoena shall be allowed. Any notification for appearance other than under compulsion, similar in effect to a subpoena, must be approved by the unit manager/supervisor. Fees paid for such service shall be payable to the District. If pay exceeds the employee's pay, the employee shall retain the excess.

12.5 Business/Emergency/Professional/Religious Observance/Personal Leave

- A. At the beginning of an employee's work year, each employee shall be credited with a total of five (5) days of Business/Emergency/Professional/Religious Observance/Personal (BEPROP) leave at full pay based on the employee's hours of work. This leave shall be non-accumulative. Such leave shall be applied for and can be used for emergency, business, professional or personal reasons.
- B. Of the five (5) BEPROP leave days, three (3) may be used for :
 - 1. Business that cannot be conducted outside the employee's scheduled workday;
 - 2. Emergencies such as time needed to help provide medical care for a family member;
 - 3. Addressing catastrophes to the employee's real property;
 - 4. Professional opportunities to enhance or expand an employee's current job knowledge;
 - 5. Purpose of religious observance;
 - 6. Leave for an employee who has exhausted all sick leave.
- C. Of the five (5) BEPROP leave days, two (2) days may be used for Personal Leave at the employee's discretion.
- D. If an employee has exhausted sick leave, BEPROP leave may be used.
- E. Leave may be used for the purposes of religious observances. If the employee has accumulated vacation leave, the employee may access vacation leave.

12.6 Bereavement Leave

- A. Leaves of absence not to exceed three (3) total workdays per bereavement shall be allowed for death in the employee's immediate family. When an employee is required to travel out of state for bereavement purposes, up to two (2) additional days of leave may be granted. Such leave time granted is with full pay of the employee's normal work schedule and is non-accumulative.

- B. Define immediate family as:
1. Spouse, domestic partner, life partner;
 2. Child, grandchild, stepchild, foster child;
 3. Parents, step-parents, grandparents, grandparents of spouse, brother, sister;
 4. Mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law;
 5. Other family members living in the employee's home;
 6. Requests for exceptions may be submitted to the Superintendent and granted at the discretion of the Superintendent or designee.

12.7 Inclement Weather Leave

- A. Leaves of absence not to exceed three (3) total days per work year shall be allowed for school closures caused by inclement weather or other emergencies when staff is instructed not to report to work. Such leave time granted is with full pay of the employee's normal work schedule and is non-accumulative.
- B. On days when school is closed due to inclement weather, employees who have previously been instructed to report shall receive double their regular rate of pay for hours worked during the closure. Employees who report to work prior to notification of district closure will contact their immediate supervisor to report their attendance at the work site and will be paid a two hour minimum. Employees may use their regular inclement weather leave for the balance of their regular day.
- C. All other employees shall not be expected to report for work.
- D. Employees who are scheduled to work 12 months may choose to use vacation or accumulated compensatory time to offset the loss of workdays beyond the three granted for inclement weather or emergency closure when staff is instructed not to report to work. If an employee does not have paid leave available, then the employee will be granted leave without pay and such leave will not be detrimental to the employee's attendance record.
- E. Employees who work less than twelve months and had no loss of pay and are required to work an extended school year shall not be further compensated.
- F. Employees who work less than twelve months and had a loss of pay shall be paid for hours required to work in an extended school year.

12.8 Workers' Compensation Leave

- A. The District shall, upon request, provide employees injured on the job with information regarding Workers' Compensation. Employees shall be encouraged to utilize District and Association resources for information and assistance regarding their status.

- B. The District will provide the employee who is absent from work by reason of a compensable injury as defined by ORS Chapter 656 (and other applicable laws and regulations) with written information regarding District Workers' Compensation practices and options for the employee, including, but not limited to, information about limited duty as a work option, other employee benefit use options as they relate to medical benefit retention, monetary information regarding Workers' Compensation benefits and/or employee pay while on limited duty, as well as any other information which is reasonable and available for the employee regarding the specific employee situation.
- C. The District will reinstate or re-employ injured workers in accordance with applicable laws and regulations.
- D. The injured employee should first seek information from the Risk Management Division and if employee so desires, may seek information from a Human Resources administrator.

12.9 Denial of Paid Leave Requests

An employee who is denied leave by the unit manager/administrator may appeal the denial to his/her administrator's supervisor. The administrator's supervisor will consult with a Human Resources administrator prior to making a final decision.

12.10 OFLA/FMLA Non-Eligible Employees

An employee who is not OFLA/FMLA eligible, because the employee's work hours do not qualify the employee for OFLA/FMLA leave, but who provides information and documentation for use of paid leave due to personal illness or an employee who is the primary care giver to a family member, as substantiated by a medical practitioner, shall be held harmless from disciplinary actions for approved paid leave. Use of paid leave under these circumstances shall not exceed 12 weeks. Any misuse of leave under this section will be investigated and if applicable, the discipline process will be followed.

ARTICLE 13 UNPAID LEAVE

13.1 Unpaid Leave Requests

All unpaid leaves shall be input into the leave system either by phone or computer thirty (30) calendar days in advance. Leaves are to be approved by the unit manager/administrator prior to the leave date except in an emergency or in the event of a sudden illness. In an emergency or sudden illness, a phone call or email is required to be sent to the supervisor and/or site timekeeper, or as required by the supervisor.

Employees will receive a response either through the District's substitute system or by written confirmation from the unit manager or supervisor within five (5) workdays.

In the event the employee has not received a response within five (5) workdays the employee may request a response from his/her administrator's supervisor.

- A. Extension of leave shall be applied for and granted in writing with the agreement of the unit manager/supervisor and a Human Resources administrator.
- B. Leaves shall be granted for personal reasons including, but not limited to: health, family-related issues (not to be confused with family leave under the Family and Medical Leave Act of 1993), military, parental or public service.
- C. An employee who is denied leave by the unit manager/administrator may appeal the denial to the department or division administrator. The department or division administrator will consult with a Human Resources administrator prior to making a final decision.

13.2 Unpaid Leave Duration

- A. An approved unpaid leave request may be granted for any time period from one day to a maximum of one year. Leave extension may be granted.
- B. An unpaid leave for medical reasons will only be extended beyond one year in instances of extreme extenuating circumstances. An employee requesting unpaid leave for medical reasons must submit a physician's statement confirming the employee's inability to perform the duties of the position. After 12 weeks on unpaid leave, the employee may be required to provide a physician's monthly statement of continuing inability to perform job responsibilities.

13.3 Unpaid Leave Benefits

While on unpaid leave, an employee shall have the option to remain an active participant in the fringe benefit programs by contributing the full amount to retain coverage.

13.4 Unpaid Leave Return

- A. An employee on unpaid leave is required to notify a Human Resources administrator of intent to return to work: at least 20 workdays prior to the end of a leave which expires before the end of a school year; or by March 1 for a leave which expires at the end of a school year, unless an exception is granted by a Human Resources administrator.
- B. At the expiration of an unpaid leave, the employee shall be reinstated to a position similar to that held when leave was granted without any loss of employment rights. The employee's specific position will be held for up to one year from the last day of performing job responsibilities while the employee is on unpaid medical leave to enable the employee to return to the same position. Exceptions to holding the position would only be made if the position were eliminated, modified, or reduced in the employee's absence. The employee will not be involuntarily terminated until one year from exhaustion of sick leave. If the employee is able to return to work between one year from the last day of performing job responsibilities and one year from exhaustion of sick leave, the employee shall be granted the first available position for which qualified.
- C. The specific position will be held for the employee on Workers' Compensation just as in an unpaid leave for other medical reasons; however, the unpaid leave will be extended beyond one year as long as the employee remains on Workers' Compensation benefits. After one year from the employee's last day of performing job responsibilities, the employee's position will be posted and filled. Upon request to return from medical leave for Workers' Compensation reasons after one year, the District will reinstate or re-employ the injured worker in accordance with applicable laws and regulations. At any time in the first year of absence the physician states the employee will not be able to return to the specific position, the position will be posted and filled.
- D. All benefits to which an employee was entitled at the time unpaid leave commenced, including seniority and unused sick leave, shall be fully restored upon return. Sick leave shall not accrue during the time the employee is on unpaid leave of absence.

13.5 Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA)

- A. The District will comply with the federal Family Medical Leave Act and the Oregon Family Leave Act as outlined in District Policy GBJ and Administrative Regulations GBJA.
- B. Any changes to District Policy GBJ and Administrative Regulations GBJA that are required because of change in the federal or state law will be shared with the Association.

Note: An employee who applies for leave due to child birth, adoption, serious health condition, or to provide care for a spouse, son, daughter, or parent of the employee

due to a serious health condition will be provided by the Human Resources Department information about his/her rights under FMLA and OFLA and will be provided an opportunity to utilize the applicable leave provisions under the District's policy and standard practices.

13.6 Special Circumstances Unpaid Leave

Upon approval of the administrative supervisor, an employee may be granted up to three unpaid leave days in one work year.

13.7 OFLA/FMLA Non-Eligible Employees

An employee who is not OFLA/FMLA eligible, because the employee's work hours do not qualify the employee for OFLA/FMLA leave, but who provides information and documentation for use of unpaid leave due to personal illness or an employee who is the primary care giver to a family member, as substantiated by a medical practitioner, shall be held harmless from disciplinary actions for approved unpaid leave. Use of unpaid leave under these circumstances shall not exceed 12 weeks and does not extend District's contribution to health insurance premiums. Any misuse of leave under this section will be investigated and if applicable the discipline process will be followed.

ARTICLE 14 PROFESSIONAL DEVELOPMENT

14.1 Professional Development Funds

- A. A maximum of \$1,000 per employee shall be allowed each employee per fiscal year. The funds may be used for reimbursement or prepayment for college credit, workshops, seminars, conferences, and/or classes. Funds for employees who work less than full time will be proportionate to the employee's part-time status. Funds may be used for college classes which are not held during the employee's workday. The total district expenditure shall not exceed \$40,000 per year, allocating \$20,000 per semester.

Professional development funds may be used for associated expenditures for travel, meals, and lodging associated with the professional activity and aligned with School Board Policy DLC and Administrative Regulation DLC-AR. Funds are not available for reimbursement for tuition paid by student/government loans, textbooks, and supplies.

- B. For all approved workshops or conferences, the registration fee will be reimbursed or prepaid by the District up to the maximum allowed per employee. For tuition paid by an employee, upon satisfactory completion and presentation of a receipt or canceled check and proof of completion, the employee's tuition will be reimbursed up to the maximum allowed per employee.
- C. Since the District's fiscal year is from July 1 through June 30, all claims for tuition shall be submitted on or before June 30 of the fiscal year in which they are earned. Claims coming in after that time will not be approved. If evidence of completing the course is not available, a Human Resources administrator shall be notified before June 30.
- D. If the district has not allocated all of the \$40,000 for the fiscal year by May 1, employees may reapply between May 1 and June 30 for an additional \$700 reimbursement of previously-approved requests up to a \$1,700 individual fiscal year limit. Funds for part-time employees will be proportionate to the employee's part-time status.
- E. If the employee withdraws from or does not successfully complete a prepaid course, the employee will be expected to repay the district for the full amount prepaid.

14.2 Professional Development Funds Approval

- A. Requests for attendance at workshops, seminars and conferences must be approved by the unit manager/supervisor and a Human Resources administrator. Supervisor approval is required to ensure the course/professional activity is related to at least one of the following:
 - 1. The employee's professional development plan, including District-related career advancement.
 - 2. Employee's NCSD professional goals for certification/licensure
 - 3. Majority of the employee's assignment
 - 4. District/school staff development goals
 - 5. Major district/school curriculum emphasis

- B. A maximum of one full day or two half days of substitutes shall be granted during the employee's work year. If a substitute is normally provided and other arrangements cannot be made, a substitute shall be provided by the District. The total District expenditure for substitutes shall not exceed \$500 per year on a first come/first served basis. Coursework taken during professional leave on a workday must have prior approval by the unit manager and be entered into district absence management system by the employee.

- C. Approval for reimbursement or prepayment must be made by the unit manager/supervisor and a Human Resources administrator prior to enrollment or registration. Prepayment or reimbursement can be requested by following the steps listed on the Professional Development Funds Reimbursement Directions for Classified Staff form available on the district website.

- D. Reimbursement or prepayment is for requests made by the employee. Employees shall not be required to use reimbursement or prepayment for programs for which their attendance is expected. Reimbursement or prepayment will be granted for requests related to classified employment in the District.

- E. An annual written report of the previous year expenditures under this article shall be prepared by the District Human Resources department and provided to the OSEA Chapter President by September 1 or upon request.

ARTICLE 15 AUTO USAGE

15.1 Auto Requirements

- A. Employees shall not be required to transport students in their private vehicles.
- B. Employees may refuse a request to use their private vehicle in the course of their duties for the District without repercussion regarding their decision.
- C. The District provides liability insurance for employees while operating their personal vehicles when such operation is within the course and scope of their employment. This is excess liability coverage, secondary to the employees' own valid and collectible insurance on their personal vehicles. Employees must carry their own insurance in order to operate their personal vehicles for District business.

15.2 Mileage Reimbursement

Upon recommendation by their unit manager/supervisor, those employees who use their own vehicles to accomplish their assigned duties shall be reimbursed at the rate approved by the Internal Revenue Service.

**ARTICLE 16
FRINGE BENEFITS**

16.1 Paid Holidays

A. Holidays for employees shall be:

	<u>12 Month Employees</u>	<u>Less Than 12 Month Employees</u>
New Year's Day	X	
President's Day	X	X
Memorial Day	X	X
Independence Day	X	
Labor Day	X	
Veterans Day	X	X
Thanksgiving Day	X	X
Friday after Thanksgiving	X	X
Christmas Day	X	

In addition to the holidays identified by an "X", less than 12-month employees will be paid for any holiday when the employee is scheduled to work and performs the work or is on approved paid leave the day immediately before and day immediately after the holiday.

- B. Employees shall be compensated for the holiday as though they had worked their regular schedule for the day.
- C. When Christmas Eve and New Year's Eve fall on a day the employee would normally be scheduled to work, these days will be treated as a paid non-workday.
- D. Holiday pay shall be available to an employee who is actively employed at the time of the holiday.
- E. When a holiday falls on a workday during an employee's vacation period, the vacation shall be extended accordingly.
- F. An employee on a regular schedule required to work a paid holiday shall receive one and one-half times the present wage for the time worked regardless of total hours worked that week.

16.2 Vacation

A. Vacation time earned by 12-month employees only shall be as follows:

<u>Years of District Service</u>	<u>Vacation Days</u>
1-5	10
6-15	15
16-over	20

- B. A regular 12-month employee will be credited with appropriate vacation hours at the end of each month. Probationary employees will be credited with vacation days accrued at the end of the probationary period and will be credited at the end of each month thereafter.

Employees will have until August 31 of the succeeding contract year to use the vacation time earned in a contract year.

An employee may be granted by written approval of the unit manager/supervisor, to carry over a maximum of 80 hours.

In exceptional circumstances an employee may accrue up to 30 days of vacation if plans are agreed upon by the unit manager/supervisor, Human Resources administrator, and employee at least six months in advance.

In the event an employee has been granted and has scheduled vacation, and the District cancels the employee's vacation due to District need, the reason for canceling the employee's vacation will be explained to the employee. In addition, the employee will be paid for the number of hours of cancelled vacation. Upon payment for loss of vacation, the employee's accrued vacation balance shall be reduced equal to the payment for lost vacation.

- C. Vacation hours after the probationary period shall accrue monthly and shall be reflected on the employee's check stub.
- D. A 12-month employee who terminates before the end of the probationary period will not be paid for any accrued vacation.
- E. Use of vacation must have prior approval by the employee's unit manager/supervisor.
- F. Vacation hours will not be accrued when an employee is on Workers' Compensation leave.
- G. Employees do not accrue vacation for employment in positions of less than 260 days/year. When a less than 260 day/year employee is hired into a 260 day/year position, that employee will receive previous experience credit only for purposes of placement on the vacation schedule of Article 16.2A. The Human Resources Department will calculate previous experience to determine schedule placement according to the following formula:

$$\frac{\text{\# of contract days in year}}{260} \times \text{FTE} = \text{Percentage of the 260 day FTE for that particular year}$$

This calculation will be performed for each year in which the employee worked in a less than 260 day position. The result for each year will be added. This result is the number of 260 day years to which the previous experience equates. This number will determine the number of vacation hours an employee will accrue each month

from the beginning of the 260 day/year position.

The above calculation does not result in retroactive vacation accrual since no vacation is earned for less than 260 day/year positions.

H. Accrued vacation leave may be used for religious observances.

16.3 Reimbursement for Physical Examination

If an employee is required to have a medical/physical examination by District and/or state regulations, cost of the examination will be paid by the District if the employee uses District-designated physicians. When an employee presents, in a timely manner (e.g. at least 8 workweeks prior to a Commercial Drivers License (CDL) expiring), information to the immediate supervisor as to the extenuating medical reason(s) the employee is requesting to be granted an exception to have their personal physician perform the required physical, the supervisor will discuss the mitigating circumstances with the employee. The supervisor does not need detailed specific medical information. Examples of "extenuating medical reason(s)" and "mitigating circumstances" are outlined below:

- A. The District's physician requires medical information from the employee's personal physician to complete the exam.
- B. The District's physician does not have the specialized expertise or equipment to conduct the physical without the services of the employee's personal doctor.
- C. In general, requests that include reasons related to convenience, comfort, ease, "my personal doctor knows me better," or complaints about the District's physicians' means, methods or manners will not meet the criteria for "extenuating medical reasons."

The supervisor will provide a written response within 5 workdays. With the District's consent, the employee may select a physician to perform the required physical, with the District reimbursing the employee up to the cost paid to the District-designated physician. The District is not required to pay for additional exams or testing required as a result of an employee's personal physical or health issues. The employee will utilize forms provided by the District to be completed by the employee-selected physician. The employee shall provide a written release to the examining physician for the District's designated representative, allowing the release of medical information pertinent to the performance of the employee's duties.

If the employee's exception request to utilize a personal physician for extenuating medical reason(s) is denied, the employee may appeal the decision to the Director of Human Resources. A written response will be provided from Human Resources within 5 workdays.

16.4 Medical Insurance

The District and employees will continue to split payments of monthly premiums for medical/dental/vision/life insurance premiums with the same percentages as in the previous contract. The District will keep the District/employee relative percentage split of payments the same even if the rate method changes. Actual rates for the next benefit year will be provided by the start of open enrollment.

How the District's contribution is calculated:

At least 7.5 hours per day

The District shall contribute monthly on behalf of each employee who works at least 7.5 hours per day during the life of this contract the following percentages of the composite rate for medical/dental/vision/life insurance premiums:

Single Party Coverage	97%
Two-Party Coverage	92%
Full Family Coverage	88%

6 to <7.5 hours per day

For employees who work at least 6 hours per day but less than 7.5 hours per day, the District will contribute the following percentages of the composite rate for the medical/dental/vision/life insurance premiums:

Single Party Coverage	95%
Two-Party Coverage	90%
Full Family Coverage	63%

4 to <6 hours per day

For employees who work at least 4 hours per day but less than 6 hours per day, the District will contribute the following percentages of the composite rate for the medical/dental/vision/life insurance premiums:

Single Party Coverage	95%
Two-Party Coverage	74%
Full Family Coverage	27%

For any employee who wishes only dental insurance or only dental and life insurance, the District will contribute 90% of the monthly premium.

The employee will pay the remaining percentage of the monthly premium amount.

Employees who are spouses/domestic partners of employees

If an employee's spouse/domestic partner is also employed by the District, and if both qualify for District insurance plans, the employee may choose whatever insurance coverage she/he would be eligible for if he/she was not married to an employee of the District.

Or, if both the employee and an employee's spouse/domestic partner are employed by the District, and if both qualify for District insurance plans, the district will contribute the amount necessary to be applied to the costs of one insurance plan for either two party or full family coverage at 97%.

Insurance Plans

Beginning with January 1, 2015, eligible employees will have the choice of Kaiser Health Plan or North Clackamas Health Plan V. North Clackamas Health Plans 1 and 10 will discontinue as options effective January 1, 2015, replaced by North Clackamas Health Plan V.

Beginning with January 1, 2015 and each subsequent January 1, the District will make a HRA/VEBA contribution for each employee who selects North Clackamas Health Plan V. The HRA/VEBA contribution will be \$1,500 for each employee who selects single coverage and \$3,000 for each employee who selects family or two party coverage. Members may access the full contribution made on their behalf on January 1 of each plan year. Employees hired after January 1 may enroll in Plan V, but will not receive a HRA/VEBA contribution until the following plan year.

- A. Less than twelve-month employees who complete a contract year and who are enrolled in the district's health insurance shall be entitled to continue coverage for July and August at the same level of employee and district contributions. The employee's contributions for July and August will be deducted from the employee's summer paycheck(s).
- B. An employee approved for unpaid leave must make arrangements with the Payroll Department before going on leave to have employee-paid health insurance coverage.
- C. An employee whose salary is extended over 12 months but who works less than 260 days will have continued coverage.
- D. The District will pay health insurance premiums during the summer recess period for employees in accordance with the following conditions:
 - 1. Cost per employee will be based on the employee's benefit level.
 - 2. Eligibility will be based upon the employee's daily hours worked during the previous school year.
- E. If the Affordable Care Act "Cadillac tax" threshold is repealed or amended and would not have been reached by North Clackamas Health Plan 1 and/or Plan 10 during the term of the contract, the parties will negotiate the next contract regarding whether to offer North Clackamas Health Plan 1 and/or Plan 10 to employees.
- F. The District will extend to the Association the opportunity to review parity between employee groups. If disparity exists the district and Association will identify the disparities and resolve them collaboratively.

16.5 Retirement

- A. Employees who have ten years of continuous services with the District and who are 55 but not older than 65 or who are PERS eligible with 30 years of service in Oregon at the time of retirement may purchase health insurance for self and spouse through the District within the provisions of the insurance carrier. Spouses of employees will be eligible for coverage until the age 65, qualification for Medicare, or death, whichever comes first. Employees must have been covered by the insurance group immediately previous to retirement with the provisions of the insurance carrier.
- B. After 15 years of continuous service with the District, the District will pay \$250 per month toward PERS disability health insurance or District insurance when the employee qualifies for PERS disability. An employee retiring under this provision after 20 years of service shall receive \$350 per month toward PERS disability health insurance or District insurance. Monthly benefits will continue to age 65 or Medicare eligibility.
- C. If an employee is retiring from the District and is PERS eligible, has worked the immediate past five (5) years for the District, completes a full year's work calendar in the District and takes the option of continued health insurance coverage during the months of July and August, the District will contribute for the month of July and August, provided the employee notifies the District by May 1 of his/her intent to retire.
- D. The Association and the District shall meet by February 1 of each year and determine if an early retirement option will be offered for the current fiscal year. Permanent status employees who meet the eligibility requirements shall be able to access the retirement option.

Eligibility and Service Requirements for Early Retirement Option:

- 1. Employee who has completed 10 years of service with the district and who is at least 55 years of age and is eligible for PERS retirement, or an employee who has completed 10 years of service with the district and who meets PERS eligibility with 30 years of service and who does not reach age 58 until on or after their effective retirement date with PERS shall be eligible to receive the early retirement option.
- 2. Employees who have retired during the contract year that the early retirement option is offered will be eligible for the early retirement option.
- 3. An employee can only receive the early retirement option one time during their employment with the district.
- 4. Employees who qualify for this early retirement option can receive the early retirement option and, if their supervisor and Human Resources director

agree, the employee can remain in his/her position to complete their current contract year through June 30. Retiring employees who are currently enrolled in health benefits and remain to finish their contract year will have their benefits continued until June 30.

5. Early retirement incentive can be paid out in one cash payment or the funds can be used to continue health insurance coverage.
6. Employee must submit a notice to retire by completing a *Termination Form* and returning it into the Human Resources Department.

Early Retirement Option Amount

If the retirement option is offered, the early retirement option amount for an employee will be 55% of the employee's annual permanent salary based on the employee's current contract year's annualized pay.

16.6 Life Insurance

- A. The District will provide a minimum level of life insurance of \$6,000.
- B. An employee has the option to purchase additional life insurance, at employee expense, for employee only, beyond the District-paid limit, up to the maximum allowed by the carrier. The carrier shall make available for employee purchase no less than \$20,000 additional coverage.

16.7 Benefits Committee

The District and the Association will participate in a benefits committee comprised of equal membership from each employee group. The committee will meet no less than annually to explore methods to contain insurance cost. The committee will serve as an advisory committee to the Board of Directors. Union participants will be appointed by the OSEA Chapter 71 president.

16.8 Tool Allowance

- A. District employees who are required, as a condition of employment, to provide at their expense, personal tools/equipment to accomplish their assigned duties shall receive a tool reimbursement allowance of up to \$600 per year.
- B. The reimbursement allowance shall be credited on July 1st of each year (beginning July 1, 2007) and unused portions can carry-over and accumulate to a maximum of \$2,400. Upon separation of employment, no tool reimbursement funds will be owed or paid to the employee.
- C. Tools purchased with the allowance shall be inventoried and included as part of the tools required to accomplish the assigned duties.
- D. Personal tools/equipment that are lost, broken, or damaged shall be the responsibility of the employee to replace.
- E. Employee-owned personal tools under the District's care, custody, or control will be

replaced (up to the full replacement value) by the District provided that:

1. The tools are itemized on an approved inventory of required tools/implements, and the inventory is on file with the unit manager prior to the loss.
 2. There is evidence and a police report that the work area or District vehicle was forcibly entered and the tools and equipment had been stored in their proper place.
- F. The following positions require employees to provide, at their own expense, tools/equipment as a condition of employment:

Facility Operations: All job descriptions that are in the Buildings Department (trade) and Utilities Department (trade). These job descriptions also include the building utilities lead workers and apprentices, as well as the mechanics at the Facility Operations Department.

Transportation: Mechanics

Custodial: None – District-provided tools

Technology: None – District-provided tools

16.9 Food Handlers Card

If the District requires an employee to maintain a valid Food Handlers Card as a condition of employment, the district will provide up to 1 hour of paid time to complete the preparation and test required to obtain a Food Handlers Card. In addition, the district will reimburse the employee for the cost of the card.

ARTICLE 17 COMPENSATION

17.1 PERS Contribution

The District will continue to contribute the six percent (6%) PERS "pickup" of each bargaining unit member as defined by ORS Chapter 238 and 238A to the public employee retirement plan.

Note: Reminder that the PERS "pick up" contribution was made in-lieu of salary increase and if such contribution becomes no longer legal for the District to provide this level of benefit, the salary schedule will be adjusted to reflect the change.

- A. During the term of this Agreement, the District will participate in the public employee retirement plans as required by ORS Chapter 238 and 238A that are:
 - 1. in effect, as of the execution date of these Agreement; and
 - 2. as applicable to the employees in the bargaining unit.
- B. Any changes in the public employee retirement plans which are enacted during the life of this agreement by statute or administrative rule will apply to the employees covered by those plans.
- C. To the extent allowed by law, retiring employees will receive credit for unused sick leave for the purpose of calculating final average salary for PERS benefits.
- D. The District does not agree to provide employees any particular level or type of retirement benefits, but only to participate in the public employee retirement plans and make contributions as required by law.

17.2 Wage Schedule Placement

- A. Promotion or changes in position for an employee shall be accomplished in the following way:
 - 1. When an employee moves from a higher job group to a lower job group, the employee will remain in the same wage step in the new job group.
 - 2. When an employee moves from a lower job group to a higher job group, the employee will remain at the same step. In no case shall an employee serve another probationary period, except with reference to Article 7.3.
 - 3. The new wage shall be paid the employee in the check for the pay period in which the change first occurs.

- B. A classified employee who holds a permanent position on Step 4 or above in one job group and voluntarily accepts an additional permanent position in a lower job group will be initially placed at the hourly rate of pay on Step 4 of the lower job group.

A classified employee who holds a permanent position on Step 2 or above in one job group and voluntarily accepts an additional temporary position in a lower job group will be paid at the hourly rate of pay on Step 2 of the lower job group. In this situation, since the second position is a temporary position, the employee will be paid on Step 2 of the wage schedule as long as the employee works in any temporary position (except for grant-funded positions).

A classified employee who holds a permanent or temporary position on any step in any job group and voluntarily accepts a substitute assignment in any other job group will be paid at the hourly rate of pay of Step 1 of the job group in which the assignment exists for all hours the employee works as a substitute.

- C. An employee whose work hours and/or number of workdays increase shall be provided with additional salary, sick leave and other fringe benefits, if appropriate. The adjustments shall be provided the employee in the check of the pay period in which the increases in time first occur.
- D. An employee required to replace another employee in a higher job group shall be compensated at the rate of an additional 50 cents per hour or at the base step of the replaced employee's job group, whichever is greater, beginning with the fourth day of the higher-paid employee's absence. An employee required by the unit manager/supervisor or designee to replace (substitute for) a Classified Supervisor shall be compensated at the rate of \$1.00 per hour in addition to the employee's usual hourly rate of pay. The rate of pay shall not exceed the hourly rate of the absent employee; and in no case shall the substituting employee earn less than their current wage.
- E. Work that constitutes a call back would include the employees' regular work, emergency coverage, or special events scheduled outside the workday as listed below:
 - 1. Employees who work 260 days, eight (8) hours per day shall receive a minimum of two (2) hours at time and one half of pay when called back to work after the end of their normal work day.
 - 2. Employees who work less than 260 days and/or less than eight (8) hours per day shall receive a minimum of two (2) hours at their regular rate of pay when called back to work more than 45 minutes past the end of their normal work day.
 - 3. If the employee is required to stay less than 45 minutes beyond the normally scheduled workday, it shall be considered an extension of the employee's workday.

4. Any employee called back to work after the end of their normally scheduled work day for an emergency situation shall be paid a minimum of two hours at time and one half their rate of pay.
- F. Meetings, communication and training sessions regularly scheduled on the school calendar are not considered to be call backs but will be paid for not less than the full time the meeting or training was scheduled. For example, if the meeting was scheduled for two hours but lasted only one hour, the employee shall be paid for the full two hours the meeting was scheduled to last.
- G. For the 2014-2015 contract year, new employees may be placed on the wage schedule up to Step 5, but not above any current employee who is on Step 2 and above in that job position.

For the 2015-2016 contract year, new employees may be placed on the wage schedule up to Step 6, but not above any current employee who is on Step 3 and above in that job position.

- H. Wage Schedule Placement for Retiree Rehire
An employee who has entered retirement and then wants to return to District employment may be rehired:
 1. Temporarily, when the supervisor and Human Resources Director agree, and will remain at the same level of pay as held at the time of retirement. If the retired/rehired position is eligible for health benefits, the individual can remain on the District's health plan until June 30 and receive the commensurate level of contribution,
or
 2. To a permanent position upon completing the District's application and hiring process per the Collective Bargaining Agreement and will be given a new seniority date that aligns with the permanent position. Salary placement will comply with Article 17.2.G. Wage Schedule Placement for New Employees.

17.3 Wage Schedules

- A. The wage schedules for 2014-2016 are attached as Appendix A.

A 2% increase will be added to Step 8 compared to the 2013-14 wage schedule. This creates a full 5% difference between Step 7 and Step 8 similar to the difference between the other steps.

In addition, the wage schedules for 2014-15 reflect a 3% increase to all wages.

The wage schedules for 2015-16 reflect a 1% increase to all wages compared to the 2014-15 wage schedule.

For the terms of this agreement the District and the Association agree to restore two (2) unpaid furlough days, leaving a total of three (3) unpaid furlough days. The actual number of days restored may vary depending on student days for some job groups.

For the 2014-15 work year, employees who receive less than two (2) restored furlough days will be given the opportunity to substitute in their job group (or other job groups as determined by the District) to make up any portion of the two (2) furlough days not restored.

- B. The District will extend to the Association the opportunity to review parity between employee groups. If disparity exists, the District and Association will identify the disparities and resolve them collaboratively.

17.4 Shift Premium

Custodial and maintenance swing shift employees shall receive an additional \$.25 per hour. Custodial and maintenance graveyard shift employees shall receive an additional \$.30 per hour. When these swing shift or graveyard shift employees work temporarily during the day, including summers, the shift premium shall continue to be paid. Current custodial swing shift and graveyard shift employees shall not be reduced in hours as a result of the contractual change for their wage treatment. The only exception to this reduced prohibition would be District-wide budget reduction requirement as a result of future budget election failures. The purpose of this agreement is to establish that custodial hours shall not be used as a budget reduction target as a result of this contractual change.

17.5 Step Movement

Annual advancement on the salary schedule via step movement is recognized as a component of the employee's compensation. Annual step movement, as a part of compensation, will be implemented contingent upon and after final contract agreement on compensation between the parties.

One step movement will be provided to eligible employees (employed on June 30, 2014) effective July 1, 2014.

One step movement will be provided to eligible employees (employed on June 30, 2015) effective July 1, 2015.

Beginning with the 2016-2017 work year, employees must start work prior to December 1 of the previous year to qualify for annual step movement on July 1.

17.6 Release Time for Chapter Officers

The District shall, upon request, grant leave with pay to the OSEA Chapter 71 President and Vice President for one or more days per week to perform necessary duties of the Chapter. Leave will be scheduled as far in advance as possible. The District will pay fringe benefits at the current level provided for the President and Vice President. The cost of wages will be charged to OSEA Chapter 71.

17.7 Compensation Review

The District will commission and pay for a compensation survey by a mutually agreed upon third party that will be completed at least 30 days prior to bargaining a full contract. The District will review the survey results and make decisions regarding compensation adjustments prior to bargaining. The survey results will be available upon request.

Total compensation survey analysis may include, but is not limited to: salary, medical benefit contribution, paid leaves, educational assistance, and retirement benefit cost reviews.

The analysis of the survey may include an evaluation of District job classifications, hourly pay rates, total compensation, salary structure, pay differentials, and pay practice analysis.

District classified job classification groups reviewed will include: Administrative, Custodial Services, Instructional, Maintenance, Nutrition Services, Technology, Transportation, and Warehouse.

An individual employee may ask Human Resources for a review of his or her specific position if he or she believes the compensation analysis did not address his or her position.

(Note: This replaces CBA 2013-2015 18.2 and Appendix D – Schedule for Job Classification Review)

17.8 Longevity Recognition

Beginning with the 2014-15 fiscal year, each employee who is on Step 8 and does not receive a step movement in accordance with article 17.5 shall receive an additional one (1) percent wage increase.

Beginning with the 2015-16 fiscal year, each employee who is on Step 8 and does not receive a step movement in accordance with article 17.5 shall receive an additional one (1) percent wage increase for a total of a two (2) percent longevity recognition wage increase.

ARTICLE 18
JOB CLASSIFICATION REVIEW PROCESS

18.1 Individual Job Classification Review Process

A. Criteria for Job Classification Review

Review of an employee's position is warranted when the knowledge, skills, major duties (i.e. essential job functions) and/or levels of responsibilities have changed significantly.

B. Factors Not Used in Considering a Job Classification Review Request

1. Workload increases;
2. Personal proficiencies and aptitude;
3. Seniority of employee.

C. Job Classification Review Panel

The panel will be composed of three (3) classified members selected by the Association, one (1) Human Resources administrator, and two (2) administrators/supervisors chosen by the District. The applicant may choose to bring up to two (2) non-panel and non-voting staff members which would include one (1) Association representative and one (1) employee or supervisor to the meeting to assist the panel in understanding the request for Job Classification Review. Training in evaluating Job Classification Review requests will be provided to the Job Classification Review Panel by Human Resources. The panel will attempt to reach consensus; however, if consensus cannot be achieved, a majority decision will be rendered.

D. Job Classification Review Process

1. Applications for individual job classification review must be received by Human Resources during the month of October.
2. Complete the Job Classification Review application providing an explanation of significant changes in required knowledge, skills, major duties (i.e. essential job functions) and/or levels of responsibilities. A statement from the administrator/supervisor regarding the identified changes can be included in the Job Classification Review request.
3. Human Resources will forward the materials to the Job Classification Review Panel.
4. If the panel determines that significant changes have been made to the job description, a wage adjustment may be recommended.

5. The panel will make a final decision and notify the employee by the third Friday in January. Adjustments will be made retroactive to the October pay period of the same school year.

E. Appeals

The purpose of an appeal is to clarify information already given to the panel.

1. Upon receipt of the panel's decision, the applicant has fifteen (15) workdays to submit a written appeal to the superintendent.
2. Upon receipt of the appeal, the superintendent or designee will make contact with the applicant within ten (10) workdays to schedule the appeal hearing. The applicant may request his or her supervisor's attendance and/or the presence of an Association representative.
3. The superintendent will make a decision within ten (10) workdays after the hearing.
4. If the appeal is granted, the new classification will be retroactive to the October pay period of the same school year.

**ARTICLE 19
DURATION OF AGREEMENT**

This Agreement shall be in effect from July 1, 2014 through June 30, 2016. It shall be the responsibility of the Association to notify the District by January 15, 2016, of its desire to enter into collective bargaining to negotiate a successor Agreement. This Agreement shall be in the form in which it has been written and amended or supplemented during its life unless one party gives written notice to the other party before its current expiration date of its intention to terminate, amend or modify the Agreement. It is intended by the parties that a renewed Agreement shall have the same effect as an original Agreement between the parties.

Rylee Walker
Chair
Board of Directors

Anthony Erickson
President,
Oregon School Employees Association,
Chapter 71

Oct 23, 2014
Date

Oct 23, 2014
Date

**LETTER OF AGREEMENT
BETWEEN
NORTH CLACKAMAS SCHOOL DISTRICT 12
AND
OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 71**

By signing this letter of Agreement the parties recognize the value of participating with the employees and supervisors of the Transportation Department utilizing the Transportation Manual Committee's expertise to advise and consult with management regarding changes, additions, updates, and implementation of procedures for the department.

This letter of understanding outlines the proposed practices for the Transportation Department.

In addition to providing contract language in Section 8.3.K, the District will follow the procedures in the *Transportation Manual* for posting, bidding, and assigning routes. The District and Association agree to work on the following:

1. Develop and maintain a Transportation Manual Committee made up of representatives as stipulated in paragraph #2.
2. Committee membership will be determined annually at the beginning of the school year and will include:
 - A. OSEA Chapter 71 President will appoint two (2) members to the Committee from the drivers/driver trainers, and
 - B. The drivers/driver trainers will elect two at large members from that employee group, and
 - C. The Transportation Department Supervisor will appoint two at large members from the Transportation Department, and
 - D. Transportation Department supervisors will be members of the Committee.
3. The purpose of the Transportation Manual Committee will be to review, consult, and advise on transportation related topics.
4. The *Transportation Manual* will be reviewed at least annually by the Transportation Manual Committee and no changes in the *Manual* will be made without convening the Transportation Manual Committee for review, discussion, and making recommendations to any proposed changes.
5. Any revision to the *Transportation Manual* will be reviewed by the OSEA Chapter 71 President, OSEA Executive Board, and a Human Resources administrator prior to implementation.
6. The *Transportation Manual* and updates to the *Manual* will be shared with all employees prior to implementation of changes.

The intent of this letter is to support efficient, legal and equitable application of practices and procedures.



Chair, Board of Directors

October 7, 2010

Date



President, Oregon School Employees
Association, Chapter 71

October 7, 2010

Date

APPENDIX A

CLASSIFIED WAGE SCHEDULES

as of 11/12/2014

2014 - 2015

Effective July 1, 2014

6% paid PERS not included, 1% Longevity Recognition (if previously on Step 8) not included (see 17.8)

Administrative			1	2	3	4	5	6	7	8
	13_Office Support Assistant	C	12.89	13.53	14.21	14.91	15.67	16.45	17.27	18.14
	21_Clerical Support Assistant	C	12.89	13.53	14.21	14.91	15.67	16.45	17.27	18.14
	3_Campus Security Monitor	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
	5_Assistant Secretary	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
	14_Bookkeeper	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
	8_Secretary Central Office	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39
	9_Secretary School Office	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39
	15_Accounting Technician	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39
	22_Technical Scheduling Assistant	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39
	1_Accounts Payable Specialist	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
4_Community Outreach Technician	_Bilingual	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
	6_Payroll Benefit Specialist (Accounting)	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
	7_Purchasing Specialist I	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
	11_Employee Benefit Specialist	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
	12_Risk Management Specialist	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
	19_Executive Level Administrative Assistant	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
	23_Communications and Public Relations Specialist	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
	16_Purchasing Specialist II	G	18.93	19.87	20.88	21.91	23.00	24.15	25.36	26.63
	17_Purchasing Specialist Lead	G	18.93	19.87	20.88	21.91	23.00	24.15	25.36	26.63
	20_Executive Level Admin Asst to Asst Super	G	18.93	19.87	20.88	21.91	23.00	24.15	25.36	26.63
	10_Accountant	J	23.46	24.65	25.88	27.16	28.51	29.93	31.44	33.01
Custodial Services			1	2	3	4	5	6	7	8
	2_Custodian	C	12.89	13.53	14.21	14.91	15.67	16.45	17.27	18.14
	4_Lead Custodian (Middle)	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
	3_Head Custodian (Elementary)	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39
	4_Lead Custodian (High School)	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39
	3_Head Custodian (Middle)	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
	1_Custodial Coordinator	G	18.93	19.87	20.88	21.91	23.00	24.15	25.36	26.63
	3_Head Custodian (High School)	G	18.93	19.87	20.88	21.91	23.00	24.15	25.36	26.63
Nutrition Services			1	2	3	4	5	6	7	8
	3_Nutrition Service Assistant	A	10.53	11.05	11.61	12.20	12.79	13.45	14.11	14.82
	2_Cook (Elem and Small Schools)	B	11.41	11.97	12.57	13.19	13.85	14.55	15.27	16.04
	4_Kitchen Lead_Elementary_Small Programs	B	11.41	11.97	12.57	13.19	13.85	14.55	15.27	16.04
	2_Cook (Secondary)	C	12.89	13.53	14.21	14.91	15.67	16.45	17.27	18.14
	1_Kitchen Manager_Secondary_Base Kitchen (Small and Rover)	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
	1_Kitchen Manager_Secondary_Base Kitchen	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39

2014-2015

Instructional		1	2	3	4	5	6	7	8
10_Instructional Assistant Extended Day Coord.	B	11.41	11.97	12.57	13.19	13.85	14.55	15.27	16.04
1_Instructional Assistant General Education	C	12.89	13.53	14.21	14.91	15.67	16.45	17.27	18.14
2_Instructional Assistant Special Education	C	12.89	13.53	14.21	14.91	15.67	16.45	17.27	18.14
4_Instructional Assistant Bilingual Addendum	C	12.89	13.53	14.21	14.91	15.67	16.45	17.27	18.14
6_Media Technician	C	12.89	13.53	14.21	14.91	15.67	16.45	17.27	18.14
15_Instructional Assistant _Title 1 Addendum	C	12.89	13.53	14.21	14.91	15.67	16.45	17.27	18.14
17_Instructional Assist. Site Coord. – Ext. Day	C	12.89	13.53	14.21	14.91	15.67	16.45	17.27	18.14
19_Instructional Assistant PACE	C	12.89	13.53	14.21	14.91	15.67	16.45	17.27	18.14
8_Technical Assistant CTE	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
11_Area Coordinator_Extended Day	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
12_Speech Language Pathologist Assistant	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
13_Technical Assistant (Transition Programs)	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
14_Technical Assistant (Behavior Specialist)	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
16_Technical Assistant_YTP	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
18_Technical Assistant_Study Hall	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
20_Technical Assistant Bilingual	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
9_Student Family Advocate	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
7_Licensed Physical Therapy Assistant	G	18.93	19.87	20.88	21.91	23.00	24.15	25.36	26.63
5_Certified Occupational Therapy Assistant	I	21.94	23.04	24.18	25.38	26.67	27.99	29.39	30.86
Maintenance		1	2	3	4	5	6	7	8
2_Maintenance Worker	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39
10_Groundswoker	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39
12_Groundswoker Irrigation	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
3_Maintenance Mechanic	G	18.93	19.87	20.88	21.91	23.00	24.15	25.36	26.63
11_Lead Groundswoker	G	18.93	19.87	20.88	21.91	23.00	24.15	25.36	26.63
1_Maintenance Worker_Skilled (Journeyman)	H	20.44	21.44	22.53	23.65	24.83	26.08	27.38	28.75
5_HVAC Mechanic (Technician)	H	20.44	21.44	22.53	23.65	24.83	26.08	27.38	28.75
6_Electrician	H	20.44	21.44	22.53	23.65	24.83	26.08	27.38	28.75
16_Low Voltage Electrician_Fire Alarm Tech.	H	20.44	21.44	22.53	23.65	24.83	26.08	27.38	28.75
15_Trades Lead	I	21.94	23.04	24.18	25.38	26.67	27.99	29.39	30.86
17_Chief Electrician	I	21.94	23.04	24.18	25.38	26.67	27.99	29.39	30.86
Technology		1	2	3	4	5	6	7	8
9_Admin Asst Tech Purchasing	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
1_Technology Support Specialist	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
7_Video Production Specialist	G	18.93	19.87	20.88	21.91	23.00	24.15	25.36	26.63
10_System Support Specialist	G	18.93	19.87	20.88	21.91	23.00	24.15	25.36	26.63
6_Telecommunications Specialist	H	20.44	21.44	22.53	23.65	24.83	26.08	27.38	28.75
11_Systems Support Analyst	H	20.44	21.44	22.53	23.65	24.83	26.08	27.38	28.75
2_Software_Network Analyst	L	26.87	28.21	29.62	31.10	32.65	34.28	36.00	37.80
3_Programmer Analyst	L	26.87	28.21	29.62	31.10	32.65	34.28	36.00	37.80
8_Data Analyst	L	26.87	28.21	29.62	31.10	32.65	34.28	36.00	37.80

2014-2015

Transportation		1	2	3	4	5	6	7	8
5_Route Driver	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
4_Driver Trainer	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39
7_Audio Visual Technician Transportation	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39
8_Radio Operator	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39
9_Special Needs Route Driver Addendum	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39
3_Dispatcher	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
6_Routing Specialist	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
10_Training Coordinator	F	17.37	18.23	19.15	20.12	21.12	22.18	23.29	24.45
2_Mechanic	G	18.93	19.87	20.88	21.91	23.00	24.15	25.36	26.63
1_Lead Mechanic	I	21.94	23.04	24.18	25.38	26.67	27.99	29.39	30.86
Warehouse		1	2	3	4	5	6	7	8
3_Mail Clerk	B	11.41	11.97	12.57	13.19	13.85	14.55	15.27	16.04
2_Courier (Nutrition)	D	14.40	15.12	15.87	16.68	17.51	18.39	19.30	20.27
1_Warehouse Distribution Center Lead	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39
2_Courier	E	15.89	16.71	17.52	18.41	19.32	20.30	21.32	22.39

APPENDIX A

CLASSIFIED WAGE SCHEDULES

as of 11/12/2014

2015 - 2016

Effective July 1, 2015

6% paid PERS not included, 2% Longevity Recognition (if previously on Step 8) not included (see 17.8)

Administrative		1	2	3	4	5	6	7	8
	13_Office Support Assistant C	13.01	13.67	14.36	15.06	15.82	16.61	17.45	18.32
	21_Clerical Support Assistant C	13.01	13.67	14.36	15.06	15.82	16.61	17.45	18.32
	3_Campus Security Monitor D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
	5_Assistant Secretary D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
	14_Bookkeeper D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
	8_Secretary Central Office E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61
	9_Secretary School Office E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61
	15_Accounting Technician E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61
	22_Technical Scheduling Assistant E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61
	1_Accounts Payable Specialist F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
	4_Community Outreach Technician_Bilingual F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
	6_Payroll Benefit Specialist (Accounting) F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
	7_Purchasing Specialist I F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
	11_Employee Benefit Specialist F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
	12_Risk Management Specialist F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
	19_Executive Level Administrative Assistant F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
	23_Communications and Public Relations Specialist F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
	16_Purchasing Specialist II G	19.12	20.07	21.09	22.13	23.23	24.40	25.61	26.89
	17_Purchasing Specialist Lead G	19.12	20.07	21.09	22.13	23.23	24.40	25.61	26.89
	20_Executive Level Admin Asst to Asst Super G	19.12	20.07	21.09	22.13	23.23	24.40	25.61	26.89
	10_Accountant J	23.70	24.89	26.14	27.43	28.80	30.23	31.75	33.34
Custodial Services		1	2	3	4	5	6	7	8
	2_Custodian C	13.01	13.67	14.36	15.06	15.82	16.61	17.45	18.32
	4_Lead Custodian (Middle) D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
	3_Head Custodian (Elementary) E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61
	4_Lead Custodian (High School) E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61
	3_Head Custodian (Middle) F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
	1_Custodial Coordinator G	19.12	20.07	21.09	22.13	23.23	24.40	25.61	26.89
	3_Head Custodian (High School) G	19.12	20.07	21.09	22.13	23.23	24.40	25.61	26.89
Nutrition Services		1	2	3	4	5	6	7	8
	3_Nutrition Service Assistant A	10.63	11.16	11.72	12.32	12.92	13.59	14.25	14.96
	2_Cook (Elem and Small Schools) B	11.53	12.09	12.69	13.33	13.99	14.70	15.43	16.20
	4_Kitchen Lead_Elementary_Small Programs B	11.53	12.09	12.69	13.33	13.99	14.70	15.43	16.20
	2_Cook (Secondary) C	13.01	13.67	14.36	15.06	15.82	16.61	17.45	18.32
	1_Kitchen Manager_Secondary_Base Kitchen (Small and Rover) D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
	1_Kitchen Manager_Secondary_Base Kitchen E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61

2015-2016

Instructional		1	2	3	4	5	6	7	8
10_Instructional Assistant Extended Day Coord.	B	11.53	12.09	12.69	13.33	13.99	14.70	15.43	16.20
1_Instructional Assistant General Education	C	13.01	13.67	14.36	15.06	15.82	16.61	17.45	18.32
2_Instructional Assistant Special Education	C	13.01	13.67	14.36	15.06	15.82	16.61	17.45	18.32
4_Instructional Assistant Bilingual Addendum	C	13.01	13.67	14.36	15.06	15.82	16.61	17.45	18.32
6_Media Technician	C	13.01	13.67	14.36	15.06	15.82	16.61	17.45	18.32
15_Instructional Assistant _Title 1 Addendum	C	13.01	13.67	14.36	15.06	15.82	16.61	17.45	18.32
17_Instructional Assist. Site Coord. – Ext. Day	C	13.01	13.67	14.36	15.06	15.82	16.61	17.45	18.32
19_Instructional Assistant PACE	C	13.01	13.67	14.36	15.06	15.82	16.61	17.45	18.32
8_Technical Assistant CTE	D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
11_Area Coordinator_Extended Day	D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
12_Speech Language Pathologist Assistant	D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
13_Technical Assistant (Transition Programs)	D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
14_Technical Assistant (Behavior Specialist)	D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
16_Technical Assistant_YTP	D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
18_Technical Assistant_Study Hall	D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
20_Technical Assistant Bilingual	D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
9_Student Family Advocate	F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
7_Licensed Physical Therapy Assistant	G	19.12	20.07	21.09	22.13	23.23	24.40	25.61	26.89
5_Certified Occupational Therapy Assistant	I	22.16	23.27	24.43	25.63	26.93	28.26	29.68	31.16
Maintenance		1	2	3	4	5	6	7	8
2_Maintenance Worker	E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61
10_Groundswoker	E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61
12_Groundswoker Irrigation	F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
3_Maintenance Mechanic	G	19.12	20.07	21.09	22.13	23.23	24.40	25.61	26.89
11_Lead Groundswoker	G	19.12	20.07	21.09	22.13	23.23	24.40	25.61	26.89
1_Maintenance Worker_Skilled (Journeyman)	H	20.64	21.66	22.75	23.89	25.08	26.34	27.65	29.03
5_HVAC Mechanic (Technician)	H	20.64	21.66	22.75	23.89	25.08	26.34	27.65	29.03
6_Electrician	H	20.64	21.66	22.75	23.89	25.08	26.34	27.65	29.03
16_Low Voltage Electrician_Fire Alarm Tech.	H	20.64	21.66	22.75	23.89	25.08	26.34	27.65	29.03
15_Trades Lead	I	22.16	23.27	24.43	25.63	26.93	28.26	29.68	31.16
17_Chief Electrician	I	22.16	23.27	24.43	25.63	26.93	28.26	29.68	31.16
Technology		1	2	3	4	5	6	7	8
9_Admin Asst Tech Purchasing	F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
1_Technology Support Specialist	F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
7_Video Production Specialist	G	19.12	20.07	21.09	22.13	23.23	24.40	25.61	26.89
10_System Support Specialist	G	19.12	20.07	21.09	22.13	23.23	24.40	25.61	26.89
6_Telecommunications Specialist	H	20.64	21.66	22.75	23.89	25.08	26.34	27.65	29.03
11_Systems Support Analyst	H	20.64	21.66	22.75	23.89	25.08	26.34	27.65	29.03
2_Software_Network Analyst	L	27.14	28.49	29.92	31.41	32.98	34.62	36.36	38.18
3_Programmer Analyst	L	27.14	28.49	29.92	31.41	32.98	34.62	36.36	38.18
8_Data Analyst	L	27.14	28.49	29.92	31.41	32.98	34.62	36.36	38.18

2015-2016

Transportation		1	2	3	4	5	6	7	8
5_Route Driver	D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
4_Driver Trainer	E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61
7_Audio Visual Technician	Transportation E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61
8_Radio Operator	E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61
9_Special Needs Route Driver	Addendum E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61
3_Dispatcher	F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
6_Routing Specialist	F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
10_Training Coordinator	F	17.54	18.41	19.34	20.32	21.33	22.40	23.52	24.70
2_Mechanic	G	19.12	20.07	21.09	22.13	23.23	24.40	25.61	26.89
1_Lead Mechanic	I	22.16	23.27	24.43	25.63	26.93	28.26	29.68	31.16
Warehouse		1	2	3	4	5	6	7	8
3_Mail Clerk	B	11.53	12.09	12.69	13.33	13.99	14.70	15.43	16.20
2_Courier (Nutrition)	D	14.54	15.27	16.03	16.84	17.69	18.57	19.50	20.47
1_Warehouse Distribution Center	Lead E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61
2_Courier	E	16.05	16.87	17.70	18.59	19.52	20.50	21.53	22.61

APPENDIX B GRIEVANCE FORM, OSEA CHAPTER 71

“Grievance” shall mean a claim by a grievant that a dispute or disagreement exists involving interpretation or inequitable application of the terms of this Agreement, administrative rule, or Board policy. A grievance filed solely over Board policy will conclude at Level Two (Superintendent Level), the Superintendent’s decision being final.

Grievant’s Name	Chapter
Street Address	Home Phone / Work Phone
City, State, Zip	Employer
Classification	Work Location
Department	Supervisor
OSEA Field Representative	Date Filed

List applicable violated Article and Section

Statement of Grievance

Adjustment/Remedy Required

I hereby authorize OSEA to represent me. I also grant my representative (if one has signed below) to have full access to any and all of my personnel files until such time as this grievance is resolved.

Signature of Grievant _____ Date _____

Signature of Representative (optional) _____ Date _____

Received by NCSD _____ Date _____

INDEX

Association Communications, Facility Utilization.....	10, 11
Association Dues, Fair Share.....	34
Association Rights.....	7
Auto Usage, Requirements	46
Benefits Committee	53
Bereavement Leave.....	38
Board Rights	6
Business/Emergency/Professional/ Religious Observance/Personal Leave (BEPROP).....	38
Calendar.....	24
Compensation.....	55
Compensation Review.....	59
Complaint Procedure.....	28
Court Appearance.....	38
Discipline and Dismissal Reasons	20
Duration of Agreement.....	62
Early Retirement.....	52
Employee Discipline and Dismissal.....	20
Employee Evaluation, Process, Observations, Appeal	12
Equal Pay (Smooth Pay).....	33
Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA)	40, 42, 43
Fringe Benefits.....	47
Funding.....	9
Furlough Days.....	58
General Working Conditions.....	24
Grievances Definitions, Procedures, Levels	29
Grievance Form, OSEA Chapter 71.....	70
Inclement Weather Leave.....	39
Job Classification Groups.....	64-69
Job Classification Review Process.....	60
Jury Service.....	37
Layoff and Recall	16
Leave, Business/Emergency/Professional/ Religious Observance/Personal (BEPROP).....	38
Leave, Inclement Weather.....	39
Leave, Paid.....	36
Leave, Sick.....	36
Leave, Unpaid.....	41
Leave, Special Circumstances, Unpaid.....	43
Leave, Workers' Compensation.....	39
Life Insurance	53
Longevity Recognition.....	59
Medical Insurance.....	50
Mileage Reimbursement.....	46
Offers of Similar Positions.....	18
OFLA/FMLA Non-Eligible Employees	40, 43
Paid Holidays.....	47
Paid Leave.....	36
Pay Advances, Periods, Provisions.....	33
Payroll Deductions.....	34
Pay Rate Data.....	35
PERS Contribution.....	55
Personnel Files.....	14
Plan of Assistance.....	13
Postings and Interviews.....	23
Probationary Period.....	23
Professional Development.....	44
Recall.....	18
Recognition.....	5
Reduction in Hours.....	19
Reimbursement for Physical Examination.....	49
Release Time for Chapter Officers	59
Reopening Agreement.....	9
Retirement.....	52
Savings Clause.....	9
Seniority.....	16
Shift Premium.....	58
Sick Leave.....	36
Special Circumstances Unpaid Leave.....	43
Step Movement	58
Tool Allowance.....	53
Transfers/Assignments.....	22
Transportation Letter of Agreement.....	63
Unpaid Leave Requests, Duration, Benefits, Return.....	41
Vacation.....	47
Wage Schedules.....	64, 67
Wage Schedule Placement.....	55
Work Schedules.....	24
Workers' Compensation Leave.....	39