

AGREEMENT PREAMBLE

- A. This agreement is entered into between the Board of Education on behalf of the Oakridge School District No. 76, Oakridge, Lane County, Oregon, herein referred to as the "Board" or "District", and the Oregon School Employees Association, Chapter 46, herein referred to as the "Association".
- B. The intent of this agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for classified personnel included in the bargaining unit.

ARTICLE I - RECOGNITION STATUS OF AGREEMENT

- A. The Board recognizes the Association as the exclusive bargaining representative on wages, hours, and conditions of employment for all regular, full-time or part-time (3.5 hours or more) classified personnel employed by the district. Any member of the classified employee bargaining unit who fulfills his/her job description is considered a regular employee; i.e., bus drivers completing all individually scheduled bus runs.

Regular employees assigned to work less than 3.5 hours per day shall be considered members of the bargaining unit for the purpose of applying for vacant positions as stated in Article XVII -- *Job Posting*.

- B. The Association recognizes the Board as the only elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.
- C. Exclusions from the bargaining unit.
 - 1. Confidential employees - Those employees who assist and act in a confidential capacity to a person who formulates, determines and effectuates management policies in the area of collective bargaining.
 - 2. Supervisory employees - Those employees having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not merely routine or clerical nature, but requires the use of independent judgment.
 - 3. Substitute employees. For the purpose of this contract, a "substitute employee" is one hired for the purpose of filling the position of an absent employee.

4. Temporary Employee. For the purpose of this contract, a “temporary employee” is one hired for a period not to exceed ninety (90) working days to fill a position created for the purpose of completing a specific task that will not be done on a regular basis. Temporary employees shall not be hired to complete work that is regularly assigned to members of the bargaining unit unless the District and Association have reached a mutual agreement to hire a temporary employee to complete a task that is regularly assigned to the classified bargaining unit.

D. Probationary Period

1. Each new bargaining unit employee shall serve a probationary period of ninety (90) days.
2. The District shall have the right to terminate a probationary employee at any time during the probationary period for any reason. The District shall not be required to indicate the reason for termination, nor is the District’s termination decision grievable under the terms of this contract.
3. When a probationary employee completes his/her probationary period, he/she shall be considered an employee for all benefits and rights in this contract as of the date the probationary period began.

E. No Probation Required

1. An employee remains a permanent member of the bargaining unit so long as continuously employed in a bargaining unit position.

F. This agreement supersedes and/or replaces any policies, rules, regulations, procedures or practices of the District currently in effect.

G. There shall be two signed copies of the final agreement for purposes of records. One shall be retained by the District and one by the Association. This agreement shall be published by the District. Cost of publication to be shared equally by the District and the Association. The Association shall supply a copy of this agreement to each member of the bargaining unit.

ARTICLE II - EXISTING CONDITIONS

- A. Only such existing and future work rules and benefits as are specifically covered by the terms of this agreement shall be affected by recognition of the Association and the execution of this agreement. The District agrees that no one covered by this agreement shall suffer a loss of compensation by reason thereof.

ARTICLE III - DISTRICT FUNCTIONS

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees.
- B. Without limiting the generality of the foregoing (Paragraph A), it is expressly recognized that the Board's operational and managerial responsibility includes the following except as limited by this agreement:
 - 1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
 - 2. 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 system, and the selection of employees for promotion to supervisory, management, or administrative positions.
 - 4. The maintenance of discipline and control, and use of the school system property and facilities.
 - 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 rules and regulations now in effect, and to establish new rules and regulations from time to time not in conflict with this agreement.
 - 7. The direction and arrangement of all the working forces in the system including the right to hire, suspend, discharge or discipline, or transfer employees.
 - 8. The right to relieve employees from duty for poor or unacceptable work, or for other legitimate reasons.
 - 9. The creation, combination, modification or elimination of any position deemed advisable by the Board.
 - 10. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.

11. The determination of the layout and the equipment to be used, and the right to plan, direct and control school activities.
12. The right to establish and revise the school calendar, establish hours of employment, and assign work loads.
13. The right to make assignments to extra work.
14. The District reserves the right to contract services. If a contract proposal to provide a service such as transportation, custodial or food service is presented and considered by the District, the Association will be consulted and advised of the proposal. The Association will be given an opportunity to present a written alternative to the contracting proposal before a decision is made by the District. If a service is contracted, the District will attempt to place affected employees with the contractor.

The Association retains only its right to bargain the impact of the District's decision to contract out if the decision eliminates work of existing classified employee(s).

ARTICLE IV - ASSOCIATION DUES

- A. The Board agrees to deduct from the wages of each employee covered by this agreement payment of dues to the Association. Authorization shall be in writing by each employee on the form provided by the Association.

The Board further agrees to continue to honor dues deduction authorization executed by the employee in favor of the Association.

- B. All classified employees in the bargaining unit who are not members of the Association shall have deducted from pay an amount equal to the Association dues. The Board agrees to transmit the dues deducted and the amount of fair share to the state office of the Oregon School Employees Association. The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this article.

ARTICLE V - NON-DISCRIMINATION

The Association shall represent all classified employees in the school district within the bargaining unit equally and without discrimination.

ARTICLE VI - ASSOCIATION SECURITY

Employees have the right to join the Association, but membership in the Association shall not be required as a condition of employment. The District will advise all newly employed personnel covered by the agreement at the time of their employment that the Association is their exclusive bargaining representative.

ARTICLE VII - GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operations of the school system. Meetings or discussions involving grievances or these procedures shall not interfere with the regular work schedule.
- B. For the purpose of this agreement, a grievance is defined as a difference of opinion regarding the meaning or interpretation of this agreement, or other inequitable treatment arising from an employee, or group of employees, employment with the District.

Grievances will be processed in the following manner and within the stated time limits.

Step 1 - An aggrieved employee shall promptly attempt to resolve the grievance informally between the employee and his or her immediate supervisor.

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the supervisor. If the employee does not submit his/her grievance to the supervisor in writing in accordance with "Step 1" within 15 work days after the facts upon which the grievance is based first occur or first become known to the supervisor, the grievance will be deemed waived. The aggrieved employee may be accompanied by one other member of the Association when presenting the written grievance.

The supervisor will reply in writing to the employee, with a copy to the Association, within ten (10) work days after receipt of the written grievance.

Step 2 - If the grievance is not settled in "Step 1", and the employee wishes to appeal the grievance to "Step 2", the employee may file the grievance in writing to the superintendent of schools within ten work days after receipt of the supervisor's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the fact upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought. The superintendent or his representative shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the employee, with a copy to the Association, no later than ten work days after receipt of the written grievance.

Step 3 – If the Superintendent's decision is unsatisfactory to the aggrieved, he/she may:

1. Appeal in writing to the school board within ten (10) work days after receipt of the superintendent's decision.
2. Meet with the school board within ten (10) work days after receiving the superintendent's written decision.
3. The board's decision is due within ten (10) work days after the aggrieved has met with the board.

Step 4 – If the board's decision is unsatisfactory to the aggrieved, he/she may ask the Public Employee Relations Board for the services of a mediator to assist the parties in trying to resolve the issue by the bargaining process, but without the power to make recommendations or decisions. The mediator shall be requested to put his report in writing as to his success or failure in achieving a settlement.

Step 5 – Grievances not settled in "Step 4" of the grievance procedure may be appealed by either party to this agreement to arbitration provided:

1. Written notice of a request for arbitration, with a copy to the other party, is made to the Public Employees Relation Board within ten work days after receipt of the report of the mediator in "Step 4".
2. The issue must involve the interpretation or meaning of a specific provision(s) of the agreement.
3. The Association which has a duty of fair representation to unit members alone may appeal a qualified grievance to arbitration.

- C. When a timely request has been made for arbitration, the parties shall, within ten (10) work days of the appeal, jointly request the Public Employee Relations Board to submit a list of five arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth (5th) and remaining name shall act as arbitrator.

The arbitrator shall schedule a hearing on the grievance and after hearing such evidence as the parties' desire to present shall render a written decision. The arbitrator shall have no power to advise on salary and adjustments, except as to the improper application thereof, not to add to, subtract from, modify or amend any terms of this agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.

The Board and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator, the making of a transcript by a competent reporter and the cost of the hearing room.

The grievance procedures of this agreement provide the sole means for remedy to the parties for adjustment of grievances arising out of the interpretation and application of this agreement. Should an employee, or group of employees, elect to pursue any legal or other administrative remedy, such election shall bar any further or subsequent proceedings for relief under the provisions of this article.

ARTICLE VIII - STRIKES AND LOCKOUTS

- A. The Association and its members, as individuals or as a group, will not initiate, cause, permit or participate in any strike, work stoppage or slowdown, picketing, or any other restriction of work during the life of this agreement. Employees in the bargaining unit, while acting in the course of their employment shall not honor any picket line established by the Association, or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action including discharge may be taken by the District against any employee or employees engaged in a violation of this article. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies including an action for damages which may be available to the District.
- B. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Part A above, shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this agreement.
- C. There will be no lockout of employees in the unit by the District as a consequence of any dispute during the period of this agreement.

ARTICLE IX – COMPENSATION

- A. Effective July 1, 2008 ~~2011~~, the 2007-2008 ~~2011-2012~~ wage and salary schedule (Exhibit 1, the 2008-2009 ~~2011-2012~~ salary schedule) shall be increased by ~~two~~ one percent (~~2.0~~ 1.0 %).

~~Effective July 1, 2009, the 2008-2009 wage and salary schedule (Exhibit 2, the 2009-2010 salary schedule) shall be increased by two percent (2.0%).~~

~~Effective July 1, 2010, the 2009-2010 wage and salary schedule (Exhibit 3, the 2010-2011 salary schedule) shall be increased by three percent (3.0%).~~

- B. Paydays shall be the twenty-fifth (25th) of each month, beginning with July 1st of each fiscal year. If the twenty-fifth (25th) falls on a Saturday or a Sunday, the payday shall be on Friday. If the twenty-fifth (25th) falls on a holiday, payday shall be the last working day prior to the holiday.

Pay periods shall begin on the 16th of each month and end on the 15th of each month.

- C. The sum of total work days, plus holidays with pay, constitutes the total scheduled workdays of job categories.
- D. Any past additional or premium wage(s) provided to any currently employed individual(s) shall remain as a part of the individual's salary until the employee is no longer employed by the school district.
- E. The parties agree to the "Step" procedure to provide automatic annual increments for those employees on a salary schedule. Each step is equal to one (1) year of consecutive employment with the District. The step advancement of all employees who have been hired prior to January 1 shall be effective on the first day of the employee's work year and, therefore, shall be considered to have one (1) year of consecutive employment.

Example A: An employee is hired on December 2, 1995. The employee's step advancement shall be the employee's first day of work in the 1996 work year.

Example B: An employee is hired on January 12, 1995. The employee's step advancement shall be the employee's first day of work in the 1996 work year (after July 1, 1996).

- F. For the period of July 1, ~~2008~~ 2011, through June 30, ~~2009~~ 2012, employees will receive a lump sum longevity payment as provided below:
1. On the fifteenth (15th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to two hundred fifty dollars (\$250.00).
 2. On the twentieth (20th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to five hundred dollars (\$500.00).
 3. On the twenty-fifth (25th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to seven hundred fifty dollars (\$750.00).
 4. On the thirtieth (30th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to one thousand dollars (\$1,000.00).

Employees shall receive longevity in the amounts listed above based on the anniversary of their date of hire equal to the employee's maximum years of service. Longevity payments shall be paid no later than June 30th of the fiscal year in which the longevity payment was earned. If an employee ends their employment after their anniversary date and prior to receiving their earned longevity payment, the employee shall be paid their longevity payment in the employee's final paycheck.

Example A: An employee with twenty-five (25) years of service for the period of July 1, ~~2008~~ **2011**, through June 30, ~~2009~~ **2012**, shall receive a longevity payment of seven hundred and fifty dollars (\$750.00). (Not eligible for the fifteen (15) and twenty (20) year longevity payment.)

Example B: An employee with thirty (30) years of service for the period of July 1, ~~2008~~ **2011**, through June 30, ~~2009~~ **2012**, shall receive a longevity payment of one thousand dollars (\$1,000.00) (Not eligible for the fifteen (15), twenty (20) and twenty-five year (25) longevity payment.)

Example C: An employee with seventeen years of service for the period of July 1, ~~2008~~ **2011**, through June 30, ~~2009~~ **2012**, shall receive a longevity payment of two-hundred and fifty dollars (\$250.00).

- G. Physical examinations required by the District shall be paid by the District, provided that employee/s attend the District designated doctor, at a cost not to exceed \$60.00. The District shall pay for the cost of EKG's that are required for bus drivers at age fifty-five (55) or older, provided that employees attend the District designated doctor, at a cost not to exceed \$75.00 for the cost of physicals and EKG's in the event an EKG is required. The total obligation of the District will be \$75.00.

Employees who choose to attend a doctor other than the doctor designated by the District shall be reimbursed for the cost of required physicals and EKG's up to a total of \$60.00 for physicals and \$15.00 for EKG's. Employees shall provide the District with a receipt for charges in order to receive reimbursement.

In the event that the District designated physician increases the cost of physicals and/or EKG's, the District and Association agree to negotiate the issue of additional cost.

- H. Employees required to drive personal vehicles in their daily work schedule shall receive a car allowance per mile equal to the allowance provided the certificated employees of the District. This applies to all authorized district business.
- I. The minimum time to be paid to a bus driver on any run will be one (1) hour.
- J. Each full-time employee shall receive an uninterrupted lunch period of at least one-half hour. Such time shall be as scheduled by the employee's immediate

- supervisor and be as near as possible to the halfway point of his/her tour of duty.
- K. Pay for Show-up Time for Bus Drivers

If a bus driver arrives for a regular or special run and is not notified not to report, the driver will receive one (1) hour's pay as show-up time.

ARTICLE X - WORKDAYS, WORK SCHEDULE AND WORKWEEK

A. Work Days/Work Hours

The working hours and schedule for all employees shall be determined by the supervisor or building administrator and approved by the Superintendent or designee. Work in excess of the normal workday or work week must be authorized in advance by the administration.

- B. The work week for full time employees shall be forty (40) hours, the work day shall be eight (8) hours, exclusive of the lunch period. A full-time work schedule shall consist of forty (40) hours within the designated work week, worked on a basis of five (5) consecutive eight (8)-hour days or four (4) consecutive ten (10)-hour days, exclusive of the lunch period. To the extent consistent with the operational needs and requirements of the District, the work week will be scheduled on a Monday – through - Friday basis.

All paid status time of an employee shall be considered as time worked.

ARTICLE XI - OVERTIME PAY AND EXTRA PAY

A. Overtime Pay

1. For the purpose of payment of overtime rates, the work week begins on Monday and ends on Sunday.
2. Approved overtime shall be compensated for time worked in excess of forty (40) hours in any week at not less than one and one-half (1½) times the regular rate of pay for such employment, or receive compensatory time for hours worked over (40) in a work week.

An employee and his/her supervisor may mutually agree that the employee will work in excess of eight (8) hours in a work day and not be paid for this time at the overtime rate if the employee and the supervisor mutually agree when the employee will take off the same amount of time worked in excess of an eight (8) hour day within the same workweek.

Work performed on holidays shall be paid for at rate of pay plus the holiday pay. (This provision shall not be applicable to bus drivers paid on a trip rate.)

3. Exchange time - Less than eight (8) hour a day employees. An employee and his/her supervisor may mutually agree that the employee will work in excess of the employee's regularly scheduled work hours if the employee and the supervisor mutually agree when the employee will take off the same amount of time worked in excess of the employee's regularly scheduled work day within the same workweek.
4. Any employee who is assigned by an authorized administrator to perform substantially the same duties of a higher-paid job title during a temporary absence will receive the pay of the higher-paid position beginning with the sixth (6th) day of such absence. An employee so assigned shall be paid on the higher classification range at the first step that provides an increase above that presently earned.
5. Bargaining unit members selected by the District for coaching positions shall be paid based on the following schedule:

For ~~2008-2009~~ **2011-2012**:

- a. A code compensation (Varsity)
 - i. ASEP Trained ~~\$4,039~~ **\$4,286**(Season)
 - ii. No ASEP **OSAA** Training ~~\$2,949~~ **\$3097**(Season)
- b. B code compensation (Junior Varsity)
 - i. ASEP Trained ~~\$2,726~~ **\$2,893**(Season)
 - ii. No ASEP **OSAA** Training ~~\$1,868~~ **\$1,982**(Season)
- c. C code compensation (High School Assistant coaches)
 - i. ASEP Trained ~~\$2,395~~ **\$2,541**
 - ii. No ASEP **OSAA** Training ~~\$1,754~~ **\$1,858**
- d. D code compensation (Junior High)
 - i. ASEP Trained ~~2,137~~ **\$2,267**
 - ii. No ASEP **OSAA** Training ~~\$1,548~~ **\$1,610**

For ~~2009-2010~~:

- ~~e.~~ ~~A code compensation (Varsity)~~
 - ~~i.~~ ~~ASEP Trained~~ ~~_____~~ ~~\$4,120 (Season)~~
 - ~~ii.~~ ~~No ASEP Training~~ ~~_____~~ ~~\$2,977 (Season)~~
- ~~f.~~ ~~B code compensation (Junior Varsity)~~
 - ~~i.~~ ~~ASEP Trained~~ ~~_____~~ ~~\$2,781 (Season)~~
 - ~~ii.~~ ~~No ASEP Training~~ ~~_____~~ ~~\$1,905 (Season)~~
- ~~g.~~ ~~C code compensation (High School Assistant coaches)~~
 - ~~i.~~ ~~ASEP Trained~~ ~~_____~~ ~~\$2,443~~

- ii. ~~No ASEP Training~~ ~~\$1,786~~
- h. ~~D code compensation (Junior High)~~
 - i. ~~ASEP Trained~~ ~~\$2,180~~
 - ii. ~~No ASEP Training~~ ~~\$1,548~~

~~For 2010-2011:~~

- i. ~~A code compensation (Varsity)~~
 - i. ~~ASEP Trained~~ ~~\$4,244 (Season)~~
 - ii. ~~No ASEP Training~~ ~~\$3,066 (Season)~~
- j. ~~B code compensation (Junior Varsity)~~
 - i. ~~ASEP Trained~~ ~~\$2,864 (Season)~~
 - ii. ~~No ASEP Training~~ ~~\$1,962 (Season)~~
- k. ~~C code compensation (High School Assistant coaches)~~
 - i. ~~ASEP Trained~~ ~~\$2,516~~
 - ii. ~~No ASEP Training~~ ~~\$1,840~~
- l. ~~D code compensation (Junior High)~~
 - i. ~~ASEP Trained~~ ~~\$2,245~~
 - ii. ~~No ASEP Training~~ ~~\$1,594~~

The employee will inform his/her direct supervisor of any required changes in the employee's regular assignment. The employee and direct supervisor will attempt to reach a mutual agreement that, when feasible, will allow the employee to make up any paid status time lost as a result of the coaching assignment.

B. Extra Pay

1. Full-time cooks (six (6) hours or more per day) will work on teacher work days during the school year for clean-up purposes.

2. Extra-trip Policy

Bus drivers will receive regular hourly rate of pay for actual driving time. Driving time shall include pre and post trip inspections and bus cleaning. Drivers who are assigned to assist in the supervision of students and/or who must remain on duty shall be paid at the rate of ten dollars (\$10.00) per hour for all non-driving hours worked.

3. Overnight Trips

- a. For overnight trips, the driver will be paid his/her regular rate of pay for actual driving time and for time worked in related duties such as cleaning and performing required bus and equipment inspections.

- b. Drivers who are assigned to assist in the supervision of students and/or who must remain on duty shall be paid at the rate of \$10.00 per hour for all non-driving hours worked.

The District shall not be required to pay drivers for time spent in which the driver is completely relieved from duty for a period long enough to enable the driver to use the time effectively for his/her own purposes.

- c. The total compensation for drivers assigned to overnight trips shall be based on the sum of actual driving time and duty time or \$100, whichever is greater. The \$100 minimum only applies to a night in which a driver must stay over. The District will pay for the driver's meals and lodging.
- d. The above conditions/method of payment shall be applicable from the time of departure until the driver returns and is released from all duties.

4. Route Bidding Procedure

- a. Drivers may only bid on open bus routes. Bus routes not open will not be available to bid and will be retained by the driver last assigned to the bus route.

Definition: Bus Route is the term used to describe the complete set of runs assigned to a driver.

- b. Open Routes: Routes eligible for bidding shall be defined as follows:
 - i. A driver chooses to open his/her route for bid. A driver may elect to open his/her route to bid during the first four (4) weeks of the school year.
 - ii. A driver resigns, retires, or for whatever reason leaves the employ of the Oakridge School District.
 - iii. The District creates a new route.
- c. The Bidding Process
 - i. Drivers will indicate, in writing, before the last day of school, whether they wish to open their route to bid. These drivers will take part in the bidding process on the bidding days. Notification of day and time for bidding shall be provided to all drivers prior to or during the first four (4) weeks of the

school year. It is the responsibility of the drivers to insure the district will have the necessary information to contact the driver prior to the bidding period.

- ii. All open bus routes will be available at the beginning of each bidding day.
 - iii. Bidding will be done in seniority order.
- d. For Bus Routes that Became Available During the School Year
- i. The route will be posted on the bidding board, describing the route, schedule time, and schools served.
 - ii. Drivers will be notified of open routes in writing by the Transportation Supervisor.

e. Activity Runs

In-town and out-of-town runs (as per the attached map) shall be assigned in the following manner:

- i. At the beginning of each school year all interested drivers may sign up for the in-town and out-of-town runs.
- ii. In order to be eligible for in-town and out-of-town runs, drivers must first meet the District's selected criteria for qualifications for the designated bus/vehicle used for the in-town/out-of-town run.
- iii. Order of rotation. The District shall establish a separate rotation board for in-town and out-of-town activity runs. Kindergarten fill-in runs shall be considered in-town runs. Each interested and qualified driver shall have his/her name placed in a drawing for the purpose of establishing the rotation list (i.e., the first name drawn shall be the first employee on the rotation list. The second name drawn shall be the second employee on the rotation list.) This process shall be done at the beginning of each school year.
- iv. Any regular route driver may trade any trip with any other regular route driver that they choose. This trade may happen at anytime as long as the following conditions are met:
 - The two drivers involved in the trading agree to trade extra duty trips with each other

AND

- Both drivers inform the Dispatcher immediately in writing with signatures of acceptance of the trade to take place.

- v. Runs that are canceled shall not affect the driver's position on the rotation board.
- vi. In the event an in-town or out-of-town run is added to the week's activity runs (less than one (1) week notice), those runs will be filled by the next available person on any list which the run falls under.
- vii. Drivers of the in-town kindergarten runs must be qualified to complete both runs.

5. District-paid Schooling

Out-of-district schooling required by the district will be paid as follows:

- a. Meals: Actual cost not to exceed \$25.00 daily
- b. Lodging: Lodging will be paid for all reasonable receipted expenses up to \$55.00 per day. Higher lodging cost will require prior approval by the Maintenance/Transportation supervisor or his/her designee.
- c. Salary: Regular hourly rate not to exceed eight (8) hours per day.

6. Tuition Reimbursement Pool

- a. The District will contribute to the Tuition Reimbursement Pool the following amounts:
 - i. ~~2008-2009~~ **2011-2012** school year: \$1,000
 - ii. ~~2009-2010 school year:~~ ~~\$1,000~~
 - iii. ~~2010-2011 school year:~~ ~~\$1,000~~
- b. Each classified employee who completes a regionally accredited education/training course during the contract year may submit education/training course certificates and cost receipts to the District by June 1st of the contract year. Reimbursement will be made by June 30th.
- c. Classified employees making qualified submissions to the tuition reimbursement pool shall be reimbursed to the limits of the pool at a proportionally prorated amount.

- d. Any unused funds will be held and added to the next year's pool.

ARTICLE XII - PAYROLL DEDUCTIONS

- A. The District agrees to deduct from the salaries of its regular, full-time or part-time classified employees as requested:

- 1. Premiums for board-approved insurance programs.
 - i. The District shall process all out-of-pocket expenses on insurance premiums experienced by members of the bargaining unit through the Section 125 plan currently utilized by the District.
 - ii. This action will be taken with regard to all employees, except those who provide a written objection to the District office prior to October 15th.
 - iii. The District will distribute to bargaining unit members written notice that, regardless of whether they have affirmatively enrolled in the Section 125 plan, members will begin having their out-of-pocket expenses for insurance premiums processed through such a plan unless written notice is given.
 - iv. The parties agree that this action does not constitute a violation of the current collective bargaining agreement, an unfair labor practice, or violation of Board policy or administrative rule. The Association agrees that it shall not file or process any grievance filed alleging such violation.
 - v. The Association shall hold the District harmless against any claim or action brought by one of its members protesting the District's action of processing out-of-pocket insurance premium expenses through the Section 125 plan without express written authorization. This indemnification shall not apply if an employee has issued a written objection to such action to the District office within the time period described above.
- 2. Payments to an established banking institution or credit union, providing acceptable authorization is received in the administration office prior to the 15th day of the month.
- 3. Payments to an approved tax sheltered annuity and/or to a tax sheltered savings program arranged through an established banking institution or credit union.
- 4. No new payroll deductions will be accepted without ten Association members requesting that carrier.

- B. The District, by the 10th of the month immediately following the month of deduction, will transmit the moneys deducted to the named organizations above, and to the insurance companies to be named in writing by the Association.

- C. The Association agrees to hold the District harmless against any and all claims,

suits, orders or judgments brought against the District as a result of the provisions of this Article unless it is established that the fault or error lies with the District.

ARTICLE XIII - PERS EMPLOYEE PICKUP

- A. Beginning with the July 31, 1980, payroll for work performed on or after July 1, 1980, Oakridge School District No. 76 shall cease withholding from employees' monthly salaries the contributions required by ORS 238.205; and shall "pickup", assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System. Such "pickup" or payment of employee member monthly contributions to the system shall continue for the life of this agreement, and shall also be applicable to employees who first begin to participate in the system on and after July 1, 1980, to the termination of this agreement.
- B. The full amount of required employee contributions "picked up" or paid by Oakridge School District No. 76 on behalf of employees pursuant to this agreement shall be considered as "salary" within the meaning of ORS 238.005(20) for the purpose of computing an employee members "final average salary" within the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.005(8). Such "picked up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200 (2), and shall be considered to be employee contributions for the purpose of ORS 238.005 to 238.205.

ARTICLE XIV - HOLIDAYS

- A. Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day, President's Day and Memorial Day shall be considered holidays. Holidays that fall on Saturday will be observed on Friday, and holidays that fall on Sunday will be observed on Monday.

Additional holidays for twelve-month, full-time employees shall be designated as follows: When Christmas Day falls on a Tuesday, the day before (Monday) shall be an additional holiday; when Christmas Day falls on a Wednesday, the day before (Tuesday) shall be an additional paid holiday; when Christmas Day falls on Thursday, the day before (Wednesday) or the day after (Friday), at the employee's determination, shall be an additional paid holiday; when Christmas Day falls on a Friday, the day before (Thursday) shall be an additional paid holiday.

<u>Classification</u>	<u>Work Year</u>	<u>Holidays</u>
Secretary	12 months	Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day.

Secretary	Less than 12 months	Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day
Custodian/Grounds	12 Months	Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day.
Educational Ass't	Less than 12 Months	Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day.
Cook	Less than 12 Months	Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day.
Bus Driver	Less than 12 months	Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day.
Mechanic/Ass't to Maintenance	12 Months	Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day

- B. Employees shall receive holiday pay for all holidays occurring between the start date and the end date of the employee's work year in which that employee was in paid status the workday before or the workday after the holiday.
- C. An employee not in a paid status the workday before or after the holiday may qualify for holiday pay if excused, in writing, by the Superintendent.
- D. Employees who are off duty because of illness or injury, and who are receiving pay for sick leave shall be considered to have qualified for the purposes of this section.

ARTICLE XV - VACATIONS WITH PAY

- A. All twelve-month employees who were continuously employed by the District for one full year from the July 1st prior to such dates shall receive two (2) weeks vacation with pay. After ten (10) years of continuous employment with the District, a third (3rd) week of vacation shall be added. After fifteen (15) years of such employment the employee will be granted three week's vacation with four week's

pay. Vacation eligible employees shall earn vacation (prorated based on years of service) as of the first day of paid status. Employees shall be required to pay back vacation pay to the District upon resignation or termination if the employee used vacation that had not yet been earned. Employees who resign or who are terminated shall be paid for any vacation which they had earned (unused vacation) at the time of resignation or termination.

B. Vacations will be taken during non-student contact days (summer months, winter break, spring break, and all days that students are not in attendance).

1. During the annual winter break period, no more than three (3) days of vacation will be granted to any individual employee.
2. During the annual spring break period, no more than two (2) days of vacation will be granted to any individual employee.

C. Scheduling of vacation shall be made by application to the Supervisor of Maintenance/Transportation or his/her designee.

1. The District will provide an annual written notice to vacation eligible employees of the date applications are to be received. The written notice shall include the specific dates that school will not be in session (non-student contact days). The written notice will be provided at the District's earliest opportunity following the board's approval of the school calendar, which shall be prior to each summer maintenance period.
2. Upon receipt of the District's written notice, employees are encouraged, but are not required, to apply/schedule their individual allocated vacation for the entire forthcoming fiscal year.
3. In the event that the District determines that scheduling multiple employees' vacations during the same period will adversely affect the District's operational needs, employees shall be scheduled on the following basis:
 - a. The District shall develop a seniority list of all vacation eligible employees.
 - b. The most senior employee shall have first choice in scheduling vacation days.
 - c. On an annual basis, the District shall provide a seniority list that determines the most senior employee based on rotation (i.e., year one, first hired; year two, second hired; year three, third hired). The rotation shall continue to rotate as above so that each vacation eligible employee shall be considered as the most senior.

ARTICLE XVI - PERSONNEL RECORDS

- A. The personnel records of any employee in the bargaining unit shall be maintained in the district's personnel office. Such personnel records shall not contain any information of critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material. In the event the employee has refused to sign or initial the information/document, the administrator or supervisor shall include a written statement indicating the employee has reviewed the critical information/document and has refused to sign or initial. The employee shall have the right to place information/written explanation in his/her personnel file.
- B. An employee shall have the right to attach a written statement of explanation to any material which the employee believes to be incorrect or derogatory. Letters of caution, consultation, warning, admonishment and reprimand shall be temporary contents of the personnel records, and shall be removed and destroyed no later than two years after they have been placed in the employee's personnel file. An employee's personnel records shall be available for inspection upon his/her request.

ARTICLE XVII - JOB POSTING

- A. All vacancies will be posted within the building prior to any local newspaper advertising of the position. A copy of the notice will be sent to each building secretary for posting to give all employees within the bargaining unit an opportunity to apply for a vacant or newly created position. The notice will be posted for five (5) working days prior to the date applications are no longer accepted.
- B. The hiring administrator will select the best qualified applicant giving first consideration to all internal District candidates and considering seniority.
- C. A selection committee will be used to interview and recommend candidates for positions. A bargaining unit member will serve on the selection committee.
- D. An employee promoted to a job title on a higher pay range shall be placed on the first step of the higher pay range which provides an increase above that presently earned.
- E. An employee voluntarily demoted to a job title at a lower pay range shall be placed on the lower pay range at the step corresponding to that which the employee was placed when in the higher pay range.

ARTICLE XVIII - DUE PROCESS FOR EMPLOYEES

- A. No employee shall be disciplined or dismissed without just cause and without the provision of due process. Due process is defined for the purposes of this article to be:
 - 1. The employee will be told of the charges and given the information forming the basis for such action.

2. The employee will have the opportunity to respond to the charges.
 3. The employee will have an opportunity to discuss the matter with his/her supervisor and/or the superintendent.
 4. Upon written request the employee shall be allowed a hearing with the Board of Directors to discuss the reasons for such action(s).
 5. A plan of assistance shall be included when deemed appropriate as a corrective action.
- B. Step 4 of the procedure herein provided shall be final and binding for the purpose of discipline. However, in the case of a dismissal the employee or group of employees may within five (5) work days after receipt of the written notice of the Board hearing decision request in writing to proceed to arbitration.

For the purpose of this article Section C of Article VII - Grievance Procedure will be used for the arbitration process.

ARTICLE XIX - REDUCTION IN FORCE

- A. In the event it becomes necessary to reduce the work force the association shall receive notice of not less than sixty (60) calendar days, employees shall be laid off within a specific job classification in which a reduction is to be made in the inverse order in which they were hired, provided the remaining employees are qualified to perform the work remaining. When forces again increase, employees shall be returned in inverse order in which they were laid off. When other vacancies become available, the employees laid off, if qualified, shall be allowed the option of filling the vacant position(s) based on District-wide seniority.
- B. Seniority shall be defined as the total length of service within the District as per the first day of paid status in a regular position (3.5 hours or more per day). For the purpose of computing seniority, all authorized, non-personal leaves shall be considered as time worked. Personal leave (unpaid) over thirty (30) days shall not be considered as time worked. A person on a year's leave does not gain a year of seniority.
- C. Employees hired in a bargaining unit position (3.5 hours or more) who are reduced or assigned to a position that is less than 3.5 hours shall not gain seniority during the time spent in the less than 3.5 hour position and shall not lose seniority gained in the 3.5 hour or more position. If two or more employees subject to layoff have equal seniority (same hire date [first day of paid status] in a bargaining unit position), the determination shall be made by lot.
- D. Employees subject to an increase in hours assigned during the period of September to June of each year shall not have the additional hours assigned count for the purpose of Section H. Reduction in Hours. In the event that the District determines that the position subject to an increase in hours (more than thirty (30)

minutes per day) shall continue through the next school year, the District will post the position as per Article XVII – JOB POSTINGS.

E. Seniority shall terminate upon one or more of the following:

1. Resignation
2. Discharge
3. Failure to return from lay-off when recalled.

Order of Layoff. If the District decides on a reduction in force, the employees with the least seniority in the classification affected shall be laid off first.

Classification shall be as listed in the classified salary schedule attached as part of this agreement. **The following Classifications are grouped within “family” classifications as listed:**

- a. **Office Manager, Secretarial and Office Assistant**
- b. **Head Custodian, Custodian/Grounds Keeper (Day Rate) and Custodian Grounds Keeper (Night Rate)**
- c. **Head Cook, 2nd Cook and 3rd Cook**
- d. **Educational Assistant, Bus Aide**
- e. **Youth Crew Leader**
- f. **Bus Driver, Bus Driver 22 Passenger Limit**
- g. **Bus Dispatcher**
- h. **Mechanic**

Employees who lack sufficient seniority to continue assignment in the same classification shall have the right to displace a least senior employee within the “family” classification which they reside; classifications within “family” groupings may bump down in placement (example: an Office Manager has rights to bump a Secretary or Office Assistant position; a Head Custodian has rights to bump a day or night Custodian), but may not bump up (example: a 2nd Cook may not bump a Head Cook; a Secretary may not bump an Office Manager).

Employees who lack sufficient seniority to continue assignment in the same classification shall have the right to displace the least senior employee in classification(s) the employee previously held, beginning with the previous classification most recently held.

The employee’s salary placement shall be on the step of the previously held classification that most nearly makes the employee’s wages whole, but is not a wage increase.

If an employee does not accept an assignment to a position in a previously held classification or has no right to a position, the employee shall be laid off and placed on the recall list.

F. Recall Rights. An employee shall have recall rights for twenty-four (24) months from the actual date of his/her displacement or layoff. Recall rights shall automatically terminate twenty-four (24) months after the actual date of displacement from a classification or layoff. Whenever the District determines that a regular vacancy exists within a classification which has experienced a displacement or layoff (within the last twenty-four (24) months), displaced or laid-

off employees from that classification will be recalled in reverse order of displacement or layoff unless the District determines that another displaced or laid-off employee has special or unusual qualifications and experience for the existing vacancy. **Notice of recall can may be done in person, by phone, or email during the first week of recall. If no contact is made or the District has not received a response in person, on the phone, or by email within the first week, then a N-**notice of recall shall be sent by certified mail to the last known address. A displaced or laid-off employee will have fourteen (14) calendar days from the date of mailing to respond to a recall notice. An employee's response shall be by certified mail. Failure to respond by certified mail within fourteen (14) calendar days to any recall notice, failure to report to work as directed, or rejection of any position offered will cause a laid-off employee to forfeit all recall rights and if laid off shall be deemed to be a resignation; except an employee may decline one (1) recall and if he/she does decline, then the employee's recall right shall automatically terminate within the shorter period of twelve (12) months or the remainder of the original twenty-four (24) months from the date of declination whichever is less.

G. Laid-Off Employees

1. In the event a position becomes vacant during the employees recall period the District shall first offer the position to laid-off employees in the following order.
 - a. The most senior employee, who at the time of lay-off was assigned to a position in the same classification as the vacant position, shall be offered the position. Seniority shall be defined as the employee original date of hire (first day of paid status) in a bargaining unit position. In the event the most senior employee declines the offered position the District shall offer the vacant position to the next most senior employee who has been laid-off from a position in the same classification as the vacancy. This process shall continue until all laid-off employees have been offered the position. Employees who decline the offer to fill the vacant position shall be subject to the terms of Article XIX – Reduction in Force, Section ~~D~~ E., Recall.

H. Reduction in Hours:

1. An employee shall have recall rights for the twenty-four (24) months from the actual date of his/her reduction in hours. In the event that the District makes a decision to increase hours of an existing classification the District shall first offer the additional hours to employees who have had their hours reduced in the following order.
 - a. The most senior employee who at the time of the reduction in force was assigned to work in the same classification or who had previously been assigned hours in the same classification as a bargaining unit member, shall be offered the additional hours.

Seniority shall be defined as the employee's original date of hire (first day of paid status) in a bargaining unit position. In the event the most senior employee declines the additional hours or if the employee's current assignment is in conflict with the time and days designated by the District, the District shall offer the additional hours to the next most senior employee who was assigned hours in the same classification or who had worked assigned hours in the classification as a bargaining unit member. This process shall continue until all employees who have had their hours reduced have been offered the additional hours. Employees who decline the offer of additional hours shall be subject to the terms of Article XIX – Reduction in Force, Section E, Recall.

- b. Primary Classification – For the purpose of Section G H. (Reduction in Hours) is the classification in which the employee is assigned fifty percent (50%) or more of the employee's total average daily hours in the work week. If the assigned work time in two or more classifications is equal, the primary classification shall be designated as the classification in which the employee has the greater seniority (classification held on the employee original date of hire [first day of paid status]).
- c. An employee who has less than three-point-five (3.5) hours in his/her primary classification and who has a total of three-point-five (3.5) or more assigned hours, shall have rights as if assigned three-point-five (3.5) hours in his/her primary classification.
- d. Regular employees for the purpose of Section G H. (Reduction in Hours) do not include extra duty assignments, substitute and seasonal employees.
- e. The first person a more senior employee can displace is the least senior employee with the same time assignment (but not a greater time assignment), and second, if there is no less senior employee in the same time assignment, then within the time assignment that most closely makes the employee whole; then, to continue in this manner until there is no less senior employee in a shorter hour assignment.
- f. Employees who have more than one assignment in the same classification shall have all assigned hours counted for the purpose of Section G H. (Reduction in Hours).
- g. Employees who have more than one assignment in different classifications shall have only the hours assigned in the primary classification for the purpose of Section G H. (Reduction in Hours) with the exception as defined in Section G H. c. (Reduction in

Hours) above.

- h. When the District offers an employee a position restoring him/her to a previously held greater hour per day assignment under Section ~~G~~ H. (Reduction in Hours), the employee must give the District notice of acceptance of the position within five (5) days or lose all rights under Section ~~G~~ H. An employee may give notice of rejecting such an offer one time and still retain Section ~~G~~ H. (Reduction in Hours) rights. An employee that has given notice of rejection continues to have recall rights as defined in Article XIX – Reduction in Force, Section ~~E~~ F. Recall, but will not have the right to recall for the remainder of the fiscal year in which the offer and decline occurred. Employees who exercise these rights under Section ~~G~~ H. Reduction in Hours shall continue to have the right to be made whole during the fiscal year in which the reduction in hours occurred. However, the recall period is unaffected by the rejection.

ARTICLE XX - INSURANCE

- A. ~~The District will pay seven hundred seventy five dollars (\$775.00) per month for each bargaining unit member for the cost of medical, dental, prescription, and vision insurance, as specified by the employee in single coverage, employee and spouse, or full family coverage, effective October 1, 2008.~~

~~Employees who do not elect medical/dental, prescription and vision insurance may elect to receive cash in lieu of insurance in the amount of \$175.00 per month. Employees that are eligible for the District paid cash option and employees electing to waive the right to the District provided contribution shall be subject to the requirements of eligibility of the insurance contract between the District and the selected insurance provider.~~

- B. ~~Employees hired on or after November 1, 2001, shall have the District's insurance contribution based on hours worked per day.~~

- ~~1. The District's total contribution per month for the cost of medical, dental, prescription, and vision insurance on behalf of employees who work a minimum of six (6) hours per day/thirty (30) hours per week will be seven hundred seventy five (\$775.00) for the period of October 2008 through September 2009.~~
- ~~2. The District's total contribution per member per month for medical, dental prescription and vision insurance on behalf of employees who work at least three point five (3.5) hours per day/seventeen point five (17.5) hours per week but less than six (6) hours per day/thirty hours (30) per week will be six hundred fifty dollars (\$650.00) for the period of October 2008 through September 2009.~~
- ~~3. Employees working less than three point five hours per day~~

~~(3.5)/seventeen point five (17.5) hours per week will not be eligible for District-paid insurance.~~

~~4. Employees who work at least three point five hours (3.5) per day/seventeen point five hours (17.5) per week but less than six (6) hours per day/thirty (30) hours per week will not be eligible for the District paid cash option.~~

~~C. The District will pay eight hundred twenty five dollars (\$825.00) per month for each bargaining unit member or the cost of medical, dental, prescription, and vision insurance, as specified by the employee in single coverage, employee and spouse, or full family coverage, effective October 1, 2009.~~

~~Employees who do not elect medical/dental, prescription and vision insurance may elect to receive cash in lieu of insurance in the amount of \$175.00 per month.~~

~~D. Employees hired on or after November 1, 2001, shall have the District's insurance contribution based on hours worked per day.~~

~~1. The District's total contribution per month for the cost of medical, dental, prescription, and vision insurance on behalf of employees who work a minimum of six (6) hours per day/thirty (30) hours per week will be eight hundred twenty five dollars (\$825.00) for the period of October 2009 through September 2010.~~

~~2. The District's total contribution per member per month for medical, dental, prescription and vision insurance on behalf of employees who work at least three point five (3.5) hours per day/seventeen point five (17.5) hours per week but less than six (6) hours per day will be seven hundred dollars (\$700.00) for the period of October 2009 through September 2010.~~

~~3. Employees working less than three point five (3.5) hours per day/seventeen point five (17.5) hours per week will not be eligible for District-paid insurance.~~

~~4. Employees who work at least three point five (3.5) hours per day/seventeen point five (17.5) hours per week but less than six (6) hours per day/30 hours per week will not be eligible for the District-paid cash option.~~

~~E~~ A. The District will pay nine hundred dollars (\$900.00) per month for each bargaining unit member for the cost of medical, dental, prescription, and vision insurance, as specified by the employee in single coverage, employee and spouse, or full family coverage, effective October 1, 2010 **2011**.

Employees who do not elect medical/dental, prescription and vision insurance may elect to receive cash in lieu of insurance in the amount of \$175.00 per month.

F. Employees hired on or after November 1, 2001, shall have the District's insurance contribution based on hours worked per day.

1. The District's total contribution per month for the cost of medical, dental, prescription, and vision insurance on behalf of employees who work a minimum of six (6) hours per day /thirty (30) hours per week will be nine hundred dollars (\$900.00) for the period of October ~~2010~~ 2011 through September ~~2011~~ 2012.
2. The District's total contribution per member per month for medical, dental, prescription and vision insurance on behalf of employees who work at least three point five (3.5) hours per day/seventeen point five (17.5) hours per week but less than six (6) hours per day will be seven hundred seventy-five dollars (\$775.00) for the period of October ~~2010~~ 2011 through September ~~2011~~ 2012.
3. Employees working less than three point five (3.5) hours per day/seventeen point five (17.5) hours per week will not be eligible for District-paid insurance.
4. Employees who work at least three point five (3.5) hours per day/seventeen point five (17.5) hours per week but less than six (6) hours per day/30 hours per week will not be eligible for the District-paid cash option.

G. Insurance Pool

1. ~~For the period beginning with October 1, 2008, employees who do not elect medical/dental, prescription and vision insurance may elect to receive cash in lieu of insurance in the amount of \$175.00 per month. The District will contribute the remaining difference of \$600.00 to an insurance pool (\$775.00 - \$175.00 = \$600.00) per employee who works a minimum of (6) hours per day/thirty (30) hours per week electing the cash in lieu of option. At enrollment time that amount contributed into the pool will be divided by the number of employees taking insurance and paid out in equal payments per employee towards out of pocket insurance premium expenses. Employees who have no out of pocket premium expenses are not eligible for any additional payments from the insurance pool account.~~
- a. ~~The District's total contribution per member per month for medical, dental prescription and vision insurance on behalf of the employees who work at least three point five (3.5) hours per day/seventeen point five (17.5) hours per week but less than six (6) hours per day will be six hundred fifty dollars (\$650.00) for the period of October 2008 through September 2009. Employees who receive the prorated District contribution of \$650.00 may also access the pool for the same percentage equal to their prorated amount of the~~

~~\$775.00 District contribution (\$650.00 divided by \$775.00 = 84%) of the insurance pool.~~

- b. ~~Employees who are hired after the insurance enrollment date (October 1, of the current school year) will be entitled to the same amount from the insurance pool as like employees. The District will then reconcile the pool at the new enrollment period reflecting changes such as employees hired and/or no longer with the District. The District will then adjust the pool to reflect those changes (plus or minus) to carry forward into the new benefit year.~~

2. ~~For the period beginning with October 1, 2009, employees who do not elect medical/dental, prescription and vision insurance may elect to receive cash in lieu of insurance in the amount of \$175.00 per month. The District will contribute the remaining difference of \$650.00 to an insurance pool (\$825.00 - \$175.00 = \$650.00) per employee who works a minimum of (6) hours per day/thirty (30) hours per week electing the cash in lieu of option. At enrollment time that amount contributed into the pool will be divided by the number of employees taking insurance and paid out in equal payments per employee towards out of pocket insurance premium expenses. Employees who have no out of pocket premium expenses are not eligible for any additional payments from the insurance pool account.~~

- a. ~~The District's total contribution per member per month for medical, dental prescription and vision insurance on behalf of the employees who work at least three point five (3.5) hours per day/seventeen point five (17.5) hours per week but less than six (6) hours per day will be seven hundred dollars (\$700.00) for the period of October 2009 through September 2010. Employees who receive the prorated District contribution of \$700.00 may also access the pool for the same percentage equal to their prorated amount of the \$825.00 District contribution (\$700.00 divided by \$825.00 = 85%) of the insurance pool.~~

- b. ~~Employees who are hired after the insurance enrollment date (October 1, of the current school year) will be entitled to the same amount from the insurance pool as like employees. The District will then reconcile the pool at the new enrollment period reflecting changes such as employees hired and/or no longer with the District. The District will then adjust the pool to reflect those changes (plus or minus) to carry forward into the new benefit year.~~

- 3 1. For the period beginning with October 1, 2010 **2011**, employees who do not elect medical/dental, prescription and vision insurance may elect to receive cash in lieu of insurance in the amount of \$175.00 per month. The District will contribute the remaining difference of \$900.00 to an insurance pool (\$900.00 - \$175.00 = \$725.00) per employee who works a minimum

of (6) hours per day/thirty (30) hours per week electing the cash in lieu of option. At enrollment time that amount contributed into the pool will be divided by the number of employees taking insurance and paid out in equal payments per employee towards out-of-pocket insurance premium expenses. Employees who have no out-of-pocket premium expenses are not eligible for any additional payments from the insurance pool account.

- a. The District's total contribution per member per month for medical, dental prescription and vision insurance on behalf of the employees who work at least three-point-five (3.5) hours per day/seventeen-point-five (17.5) hours per week but less than six (6) hours per day will be seven hundred seventy-five (\$775.00) for the period of October ~~2010~~ 2011 through September 2014 2012. Employees who receive the prorated District contribution of \$775.00 may also access the pool for the same percentage equal to their prorated amount of the \$900.00 District contribution (\$775.00 divided by \$900.00 = 86%) of the insurance pool.
- b. Employees who are hired after the insurance enrollment date (October 1, of the current school year) will be entitled to the same amount from the insurance pool as like employees. The District will then reconcile the pool at the new enrollment period reflecting changes such as employees hired and/or no longer with the District. The District will then adjust the pool to reflect those changes (plus or minus) to carry forward into the new benefit year.

H. Insurance Eligibility

An employee who is in a paid status for fifty percent (50%) or more of his/her regular work days between the sixteenth (16th) of one month through the fifteenth (15th) of the following month, shall be eligible for the insurance benefits and premium payments as provided in Article XX - Insurance.

- I. The District agrees to continue on-the-job industrial accident and industrial disease coverage of employees under the Workman's Compensation Law of the State of Oregon, including legal contributions by employees. Days of payment to an employee by the State Industrial Accident Fund shall be deducted from his/her allowable sick leave and the amounts of such payments shall be deducted from his/her pay from the District, with checks for such payments to be presented at the District office as evidence of the days and amounts to be deducted.
- J. The District agrees to provide bodily injury liability insurance up to \$100,000.00 per person, or up to \$300,000.00 per occurrence. Such liability insurance will extend to protection for employees while acting within the scope of their duties as such as an employee of the District.
- K. The District will pay the actual hospitalization premium for one year for any employee who was forced to retire due to a job-related disability.

L. Insurance Committee

An insurance committee comprised of three representatives selected by the Association and three representatives selected by the District will recommend and monitor the insurance programs. Prior to the annual contract anniversary date this committee may review any concerns regarding medical, dental and vision care plans, and make recommendations to the Board and the Association. Any change in carrier(s) will be selected by mutual agreement of the Board and the Association.

- M. Classified staff hired by the District on or after July 1, 1989, who are not in a PERS qualifying position, will not be eligible for the district-paid insurance package.

ARTICLE XXI - LEAVE POLICIES

A. Sick Leave

1. Each employee shall be entitled to ten days sick leave per year without deduction of salary as provided by ORS 332.507. Unused sick leave will be cumulative. Twelve-month employees shall accrue sick leave at 12 days per year.

This provision shall be applicable to absences due to pregnancy-related complications and for required prenatal medical care as called for by a doctor of medicine.

A sick leave absence of five consecutive days may be cause for the superintendent to require that the employee furnish a written statement from his attending physician. The statement should document the fact that the employee was under physician's care and/or be a notice of release to return to work.

2. Any absence incurred by an employee in accordance with the sick leave provisions in excess of the sick leave allowed by law will be charged for and deducted from the employee's salary at his/her daily rate of pay.
3. Absence due to personal illness in excess of the sick leave allowed may be given special consideration by the Board when the employee has been employed by the District ten years or more, and has rendered efficient and conscientious service.
4. Notification of sick leave days accumulated will be done once a year.
5. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action.

6. When an employee will be absent from work because of personal illness or injury or the illness or injury of an immediate family member, he/she shall give notice to the principal or supervisor. If the absence is for consecutive days, the principal or supervisor should be notified of the probable date of return. Immediate family is defined as: mother, father, spouse, domestic partner, son, daughter, brother, sister, mother- or father-in-law, sister- or brother-in-law, daughter- or son-in-law, grandparent, grandchild or any person living in the employee's household.
7. When an employee is absent due to illness or injury compensable under state industrial accident laws, the District's obligation to pay under this sick leave article is limited to the difference between the payment received from the workers' compensation carrier and the employee's regular salary. In such instances, prorated charges will be made against accrued sick leave.

B. Family Critical Illness

An employee shall be granted up to three (3) days of paid absence during the school year following the critical illness of an employee's immediate family. The District and the employee will equally contribute toward this paid leave with the employee using personal accumulated sick leave, accrued personal leave, or paid vacation leave. Final approval for critical illness paid leave requires written verification by medical personal or licensed health care provider indicating the condition is a terminal illness, a life-threatening condition, or serious incapacitation.

C. Bereavement

Up to five (5) days leave with pay per occurrence may be authorized by the District in the event of the death of any member of the immediate family or the immediate family of a domestic partner. Immediate family includes mother, father, spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, mother- or father-in-law, grandchild, aunt, uncle, nephew, niece, first cousin and any other person living in the same household.

1. An employee shall be allowed up to three (3) days of paid absence to attend the funeral of a person other than immediate family members. The decision to allow one (1), two (2) or three (3) days shall be based on the required travel (distance) and time needed to attend the funeral. The maximum days permitted for a funeral leave is three (3) days per fiscal year and is non-accumulative.

D. Legal Leave

1. An employee shall be granted leave with pay for services on a jury, provided, however, that compensation paid to such employee for the period of the leave shall be reduced by the amount of the compensation

received for such jury service. Upon being excused from jury services during any day, an employee shall immediately return to complete his/her assignment for the remainder of the regular work day.

2. The above provisions shall also apply to service as a witness in response to a subpoena or other direction by proper authority.
3. Leave identified in the above provision does not apply when an employee is involved as a litigant for personal reasons.

E. Temporary Disability Leave

1. As provided in Title IX regulations in the event of temporary job-related disability or maternity disability, the employee shall be allowed sick leave time for the specific period in which a bona fide disability exists.
2. To provide proof of such disability the employee shall be required to supply medical certification and may, at the option of the District, be required to submit to an independent medical evaluation by a physician retained and reimbursed by the District.
3. Any and all time away from the job not covered under the above shall be without pay.

F. Military Leave

Military leave shall be allowed in accordance with federal and state laws relating to such leave.

G. Classified Professional Leave

Short-term paid leaves may be granted for the purpose of participating in job related training. These leaves may be authorized by the Superintendent or designee. Factors to be considered will be the extent to which an employee's services to the District will be enhanced by the experience. The District may grant longer term paid or unpaid professional leave.

Employees assigned by an authorized District representative to participate in job related training shall be paid based on the employee's current classification and step for all time participating in the job related training.

H. Leaves for OSEA Delegate

The Board grants released time with pay for one representative to attend the OSEA Representative Council for one day, and will give time with pay for attendance to other activities suggested by the Association which are approved by the superintendent.

I. Leave Without Pay

An employee shall be allowed leave without pay, upon request and with approval of the superintendent. Such leave shall be for a duration of not more than twelve months.

J. Personal Leave

An employee shall be allowed two (2) paid days off per year for the purpose of attending to personal matters. Employee earnings of personal leave shall be based upon the employee's assigned hours of work at the time of the leave request (i.e., an employee assigned to a four (4)-hour work shift shall earn four (4) hours of personal leave). Employees shall be allowed to use personal leave in hourly increments.

The employee requesting personal leave shall work with his/her supervisor prior to the requested leave day to consider options for his/her assigned work to be completed without the requirement of a substitute whenever possible. The approval of an employee's request for personal leave shall be based on the District's ability to provide effective and efficient delivery of service.

Employees shall be paid by June 30th of each fiscal year for all unused personal leave hours. Payment shall be at the first step of the employee's classification.

K. Parental Leave for the Birth or Adoption of a Child

1. Conformance. The District will provide parental leave in conformation with the provisions of state and federal law. In the event of conflict, the provisions of law shall apply.
2. Application. This Article is applicable to all bargaining unit members, except employees employed fewer than ninety (90) working days prior to the first day of parental leave, new seasonal and temporary employees.
3. Length. The maximum leave shall be twelve (12) weeks from the birth or from the date an adoptive parent takes physical custody of a newly adopted child under six (6) years of age.

4. Use of Available Paid Leave

- a. Any employee who has unused vacation leave compensatory time at the time his/her parental leave begins, shall first use this accumulated paid leave during the course of the parental leave.
- b. An employee may also use sick leave as provided in Section

A or any other accumulated paid leave during the time of the parental leave, but is not required to do so.

- c. The parental leave shall be unpaid except as provided in Sections K, 4.a and 4.b.

5. Procedures

- a. At least thirty (30) days prior to expected delivery date or adoption date, the employee shall submit a written request for parental leave on a form provided by the District.
 - b. The date for commencement of the leave shall be altered if the birth is premature, the mother is incapacitated, there is unanticipated physical custody of an adopted child or the District and employee agree to a change. The employee shall, unless circumstances do not permit, request date alteration within seven (7) days of the unanticipated action causing necessity for the change.
 - c. If the employee fails to give notice, then the District may require the leave to commence at a time up to three (3) weeks after the notice and reduce the leave term by up to three (3) weeks.
6. Return to Duty. The employee shall be returned to his/her former position or an equivalent position, or if circumstances are changed, then returned to any other position which is available and suitable.
7. Break in Service. The first twelve (12) weeks of parental leave shall not constitute a break in service and the employee shall be credited for seniority purposes, with the time on leave as if worked. The employee will not be credited for sick leave or vacation leave for the time on unpaid parental leave for both parents exceed twelve (12) weeks.

L. Family Paid Leave

An employee may use his/her accrued paid sick leave to attend to the birth, adoption, foster care, or home care of his/her child, the serious health condition of his/her child, spouse, parent, step parent, or parent-in-law after the employee has used all his/her paid personal leave in Section J.

M. Family Unpaid Leave

An employee can take unpaid leave, up to the amount allowed under FMLA/OFLA, for the birth, adoption, foster care, or home care of his/her child or

to attend to the serious health condition of his/her child, him/herself, spouse, step parent, parent, or parent-in-law.

N. Family Leave Duration

The employee may be eligible for extended paid or unpaid leave under Sections K, L, and M for a total of twelve (12) weeks during any fiscal year (July 1 through June 30) beginning with the first day of leave taken by the employee under Section K or L to attend to the birth, adoption, foster care, or home care of his/her child or the serious health condition of his/her child, spouse, parent, step parent, parent-in-law, or him/herself as provided by law.

O. District Benefit Contribution

The District shall make its monthly contribution toward the benefits of a member for the period the member is eligible for leave in Section N.

P. Employees requesting leaves in Sections K, L, M, and N shall be subject to the eligibility and duration requirements as set forth in the FMLA/OFMLA.

ARTICLE XXII - WORK SCHEDULES

A. WORK SCHEDULES

1. Work Year Schedule

Secretaries and Office Assistants: When possible in scheduling the work year for elementary and secondary secretaries and office assistants, there will be an exchange in work days so that they will not be scheduled to work the Friday before Labor Day.

2. Early Dismissal Days

Instructional Assistants: The general rule is that instructional assistants are dismissed the same time students are dismissed unless extra time is authorized in advance by the superintendent.

Library Assistant: The general rule is that the library assistant and office assistants are dismissed one hour after students are dismissed unless extra hours are authorized in advance by the superintendent.

3. District-Paid Holidays

For clarification of district-paid holidays the district will distribute a list of paid holidays by job category at the beginning of each school

year.

4. Pay/Additional Assignments

- a. Bargaining unit employees who are assigned to work for an absent employee (substitute) shall be paid as follows:
 - i. Employees assigned to substitute in the employees' current classification shall be paid at employees' current rate of pay.
 - ii. Employees assigned to substitute in a different classification shall be paid at the first step of the classification assigned. If the employee's current classification rate of pay is higher than the first step of the assigned classification, then the employee will be paid at their current rate of pay.
- b. Seasonal Employees: Employees assigned to work during the winter, spring and summer recess periods shall be paid as follows:
 - i. Employees assigned to seasonal work assignments in the employees' current classification shall be paid at the employees' current rate of pay.
 - ii. Employees assigned to seasonal work in a different classification shall be paid at the first step of the classification assigned.
 - iii. Employees assigned to seasonal work who are in a paid status the work day before or the workday after the holiday shall receive holiday pay.
- c. Bargaining unit employees assigned to work during a District sponsored summer school program shall be paid as follows:
 - i. Employees assigned to summer school work in the employees' current classification shall be paid at the employees' current rate of pay.
 - ii. Employees assigned to summer school work in a different classification shall be paid at the first step of the classification assigned.
- d. Bargaining unit employees who are assigned work in special programs that are funded through non-general fund resources shall be paid as follows:
 - i. The District will notify the Association prior to posting any non-general fund position or any positions not currently identified on

the classified employee salary schedule. The notification shall include a job description and proposed hourly rate of pay and number of hours per day. The Association shall have the right to bargain the proposed rate of pay by providing written notification of the Association's intent to bargain within ten (10) working days of the Association's receipt of the District's written notification. Employees assigned to work in the special, non-general fund positions shall be paid for all actual hours worked.

e. Promotional Opportunity

The long-term absence of an employee shall become a promotional opportunity for bargaining unit employees by the following process. A long-term absence is an absence known by the District to be at least six months in length and is a position being held for an absent employee that will be filled during absence.

- i. A vacant position due to a long-term absence shall be posted as a temporary position opportunity.
 - ii. The Superintendent or designee has the discretion to select from the list of applicants for the temporary position or may fill the position with a classified employee working out of range, a substitute or may redistribute the work. An employee filling such a temporary vacancy shall continue to gain seniority only in his/her classification held before filling the temporary position and will not accrue seniority in the temporary position classification.
 - iii. An employee in a temporary position has the right to return to his/her previous position, which shall be filled with a substitute if the supervisor believes this adequately fills the position. If the temporary vacancy will or does continue for more than a year, the employee's right to return to a position in their previous classification is as a displaced employee.
- f. Employees assigned to work as described in Article XXII – Work Schedules shall receive sick leave and insurance contributions if the assignment is projected to extend or is actually worked by the employee assigned for more than thirty (30) consecutive days. The decision to grant sick leave and insurance contribution for bargaining unit employees who are assigned work in special programs that are funded through non-general fund resources as per Section D. shall be subject to bargaining. Notice of qualification for sick leave and insurance contribution shall be provided to employees prior to accepting of assignments.

ARTICLE XXIII - FINGERPRINTING

- A. If an employee has been employed by the District for more than a school year and changes job positions or classifications within the unit, the District will pay for the cost of the fingerprinting as required by state law based on the actual cost as determined by the Oregon Department of Education.

ARTICLE XXIV - COMMITTEES

A. Negotiating Committee

1. The Association agrees to maintain a committee composed of at least two and no more than three persons who are members of the Association, to be known as the "Association Committee". The names of the members of the Association Committee shall be certified in writing to the District by the Association over the signature of an official of the Association. It shall be the function of the Association Negotiation Committee to represent the Association in all matters of collective bargaining with the District.
2. The District agrees to maintain a committee composed of at least two and no more than three persons who are members of the Board or of the administrative staff of the District to represent the District in all matters of collective bargaining with the Association. The names of the members of the District Committee shall be in writing to the Association by the District over the signature of an official of the Board or the District.
3. The Association Committee and the District Committee shall work faithfully and diligently to effectuate the terms and conditions of this agreement and to carry out the spirit of this agreement.
4. It is the expectation of both parties that contractual negotiations and grievances will be worked out at the local level by the above designated representatives. Each party, however, reserves the right to have any person or persons assist its representatives at any time.

ARTICLE XXV - SEPARABILITY OF PROVISIONS

- A. In the event that any provision of this contract shall at any time be declared invalid by any court of competent jurisdiction, such decision should apply only to a specific article, section or portion thereof directly specified in the decision. Upon request of either the District or the Association, the parties will enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

Such a decision shall not invalidate the entire contract, it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXVI- FUNDING

- A. The Association recognizes that the District must have the financial resources necessary to fund the provisions of the collective bargaining agreement, and the agreement is contingent upon financial resources sufficient to fund the agreement.

If such resources are not available, then all economic provisions of the agreement shall be subject to renegotiation.

ARTICLE XXVII - SAVINGS CLAUSE

- A. If any provision of this agreement is held to be invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the agreement shall not be affected thereby, and upon request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provisions; provided, however, that the provision of Article VIII - Strikes and Lockouts shall continue in full force and effect even though a satisfactory replacement is not achieved.

ARTICLE XXVIII - DURATION AND TERMINATION

- A. This agreement shall be effective July 1, ~~2008~~ **2011** and shall remain in full force and effect through June 30, ~~2011~~ **2012**. After ratification, this agreement shall not be modified in whole or in part by the parties, except by instrument in writing, duly executed by both parties.
- B. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Therefore, the District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the District's direction and control.

- C. This agreement shall automatically be renewed from year to-year and shall be binding for additional periods as set forth unless either the District or the Association gives written notice to the other not later than November 1 next prior to the aforesaid expiration date of the agreement of its desire to modify the agreement for a successive term or to terminate the agreement.
- D. The Association and the District enter into this Agreement with the understanding that the District has a continuing practice of providing all employees with

compensation and insurance benefit contributions that have been equal across all employee groups. Therefore, the parties agree that the Association shall have the right to bargain Article IX - Compensation and Article XX – Insurance, given the District decision to increase the insurance benefit contribution or compensation (COLA) for any other employee groups of the Oakridge School District above the rate identified in Article IX - compensation and Article XX – Insurance of this Agreement.

ARTICLE XXIX -EMERGENCY SCHOOL CLOSURES AND DELAYED OPENINGS

A. Duty to Report

When emergency conditions determine a necessity of school closure for students, all classified ~~employees in the custodial~~ **personnel** ~~and secretarial classification~~ are required to report for duty **if the employee deems it safe to commute to work;** ~~classified employees in food services, bus drivers, secretarial classifications and classified employees who are primarily assigned to a student contact position are not required to report for duty~~ **all other classified employees are not required to report for duty.**

Announcements not to report for duty carried on local radio stations or phone calls to the employees shall constitute notification by the Superintendent or designee.

Secretarial staff will post the closure on the school voicemail system remotely.

- B. Notice from Employees - When conditions are such that it is impossible for an employee to reach his/her assigned workstation, the employee shall notify his/her immediate supervisor.
- C. Leave Time – An employee who is unable to reach his/her work station will have the option of using personal leave, or vacation time, if available.
- D. Show-up Pay - Employees whose time for reporting for duty is before first notification is made not to report to work, and who, in fact, report to work, will be paid a minimum of one (1) hour, at the employee's rate of pay. Employees may be required to work all or a portion of the one (1) hour minimum at the District's discretion.
- E. All classified in the food services, bus driver, **secretarial** classification and classified employees who are primarily assigned to a student contact position who were not required to report for work on an emergency closure day will be required to make up the missed day(s) at the end of the school year if an additional work day is scheduled.
- F. Employees in the food services, bus driver, **secretarial** classification and classified employees who are primarily assigned to a student contact position who were not required to report for work, may with prior approval of the employee's direct

supervisor, report for work. Employees shall provide their direct supervisor with a statement describing the work related duties the employee intends to complete.

- G. Delayed Openings- Classified employees in food services, custodial and secretarial classifications shall report at the employees regularly schedule report time. Classified employees in bus driver classifications and classified employees who are primarily assigned to a student contact position shall report for duty based on the announced start time.

ARTICLE XXX - EXECUTION/SIGNATURES

Executed and made effective by the authority of and on behalf of the Oakridge School District #76 and the Oregon School Employees Association, Chapter #46 as follows:

OREGON SCHOOL EMPLOYEES
ASSOCIATION CHAPTER #46

OAKRIDGE SCHOOL DISTRICT #76

President

Chairman

Secretary

Superintendent

Date

Date