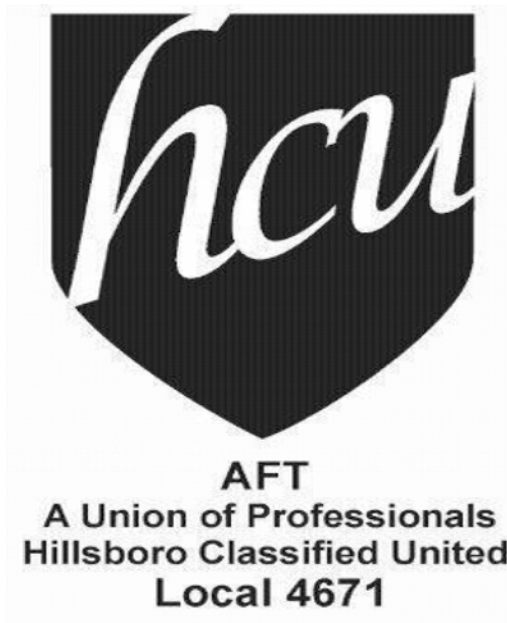


Classified/Management Agreement



**Agreement between
Hillsboro School District
and
Hillsboro Classified United
Local 4671, AFT-OREGON, AFT, AFL-CIO**

July 1, 2012 – June 30, 2015

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ARTICLE 1 RECOGNITION AND EMPLOYMENT STATUS

- A. The Board of Education recognizes Hillsboro Classified United, Local 4671, AFT-Oregon, AFT, AFL-CIO, as the sole and exclusive bargaining representative, as certified by the Oregon Employment Relations Board, on wages, hours and conditions of employment for all of the regularly employed classified employees in the District. Such recognition excludes those employees in confidential and supervisory positions as defined by ORS 243.650, and substitutes. Substitutes are defined as employees working sixty (60) consecutive work days or less in the same position and location.

- B. The District may designate positions as temporary, in accordance with the provisions of this Article. An employee with a temporary appointment shall have no continuing employment rights after the temporary appointment is completed unless specifically mentioned elsewhere in this agreement. Temporary employees do not accrue seniority; however, when a temporary employee is hired into a regular position where there is no break in employment, time spent as a temporary employee shall be credited toward seniority.
 - 1. Positions exceeding two (2) hours per day may be designated as temporary under the following conditions:
 - a. Replacing an employee on leave for the full duration of the leave period, up to one year
 - b. The funding for the position is limited to a specific duration such as a grant
 - c. To address a need of temporary or unknown duration, not to exceed the current contract year

 - 2. The District may designate a position of two (2) hours or less as temporary. Employees who are assigned temporary positions of two hours or less shall have no right to such positions following their completion unless the employee has been assigned the same temporary position for more than two consecutive years, without a break in service in that position. Once the employee has been assigned the same temporary position for a third consecutive year, that employee shall have a right to be continued in that same temporary assignment in subsequent years to the extent that it continues to exist at their specific work site and can be scheduled in a manner that accommodates their regular position. Until that time, the discontinuation of such a temporary position shall not be considered a reduction in force.

- C. The District shall notify employees by the last student contact day of their status for the following school year.

ARTICLE 2

ARTICLE 2

MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the school system and its properties and facilities
2. Determining qualifications and conditions of employment, dismissal, demotion and promotion of all employees subject only to the provisions of law and the specific provisions of this Agreement

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

ARTICLE 3**UNION RIGHTS****A. Facilities and Equipment**

The Union and its representatives shall have the right to use District facilities and equipment, including telephones, copy machines, computers, fax machines, and all type of audio-visual equipment at reasonable times when such equipment is not in use. The Union agrees to pay costs of all materials and supplies related to such use, and for any repairs and long distance charges necessary because of such use. The Union shall abide by the District's acceptable use policy when using the District e-mail system.

B. Bulletin Boards

The Union and its representatives shall have a designated Union bulletin board at each District worksite.

C. Mail Facilities/Boxes

The Union shall have the privilege of using the inter-school mail facilities and school mail boxes for classified communications. Such mail must be clearly identified as Union mail. The Union will indemnify, defend and hold the District harmless against any claims made against or any suit instituted against the District on account of this provision, providing the District has notified the Union in a timely manner of any potential claim or suit.

D. School Board Meetings

1. The Union will be provided time on the agenda of each regular School Board meeting for brief comments. If the Union has a formal presentation, it may request a reasonable amount of time as determined by the Board. The Union shall notify the Superintendent's office of the proposed length of the Union's presentation, the subject matter thereof and any specific action to be required from the Board or administration at the meeting.
2. The Union shall be provided two (2) copies of Board agendas and minutes before and after each meeting.

E. Release Time

1. During negotiations of a successor agreement, time spent by bargaining team members in such negotiation sessions that occur during the employees' regularly scheduled work time shall be paid by the District or paid by the Union according to the mutual agreement of the parties.
2. Release time will be granted to employees working evening hours to attend Union meetings, provided they make arrangements in advance of the meeting to reschedule their missed work time within the same week, as mutually agreed with their Supervisor.

ARTICLE 3 - UNION RIGHTS (Continued)

ARTICLE 3

3. Union representatives who mutually agree to meet with District representatives during their normal work hours will not suffer a loss of pay.
4. A leave of absence up to two (2) years for a Union Representative shall be granted to any employee covered by this Agreement upon application by the Union for the purpose of serving as a representative of the Union. The District shall continue to pay such employee and provide benefits, with the exception of leave benefits, but will be reimbursed by the Union for the cost of salary, payroll costs and fringe benefits. Upon return from such leave, the employee shall proceed on the salary schedule as if he/she had been employed with the District each year of the leave.
5. The Union and the District agree to carefully consider each request for release time for Union members. Upon mutual agreement, and the availability of approved substitutes, officers, delegates or members of the Union shall be granted short term leaves from a pool of up to one-hundred (100) working days per school year without loss of pay. The Union will reimburse the District an amount equivalent to the cost of a substitute for each Union member granted such leave.
6. The Union may request additional days of leave subject to District approval.

F. Use of District Facilities

The Union or its representatives shall be allowed the use of the facilities of the District for meetings outside of normal working hours. The Union shall request and schedule the use of the facilities through the District's Building Use procedure. District policy shall govern any charges.

G. Staff Announcements

The Union shall have the right to make announcements at employee staff meetings.

H. Access

The Union shall have access to all bargaining unit work areas in order to exercise the Union's representation responsibilities, including administering the Agreement. Union representatives shall make known their presence to the appropriate Supervisor at the worksite. Employee conferences, should they become necessary, shall be scheduled during the employee's break or lunch time or before or after the work shifts so as not to interfere with work assignments or disrupt normal District functions.

I. Information

1. Upon request, the District shall make available to the Union any and all available information which is necessary to negotiations or relevant for the proper enforcement of the terms of this Agreement. Upon receiving the request, the District will seek to provide the information in the most economical manner possible. The District may seek reimbursement for reasonable costs associated with supplying requested information.

ARTICLE 3 - UNION RIGHTS (Continued)

2. The District will provide the Union by October 30 of each school year, a list of all employees in the bargaining unit including the name, address, home phone number (unless withheld by the employee) and work telephone number, work location, classification, and rate of pay. The District will provide at the same time a list of all Classified Supervisors and/or Confidential employees, together with their positions.
3. November through June, the District will provide the Union with monthly updates on all changes in status, classifications or worksites of employees covered under this Agreement. The notification will include the employees' name, work location, date of change, and employee classification.

J. Labor-Management Committee

1. A Labor-Management Committee shall be established for the Term of this Agreement. The Committee is established from a desire to develop better day-to-day communication practices and to maintain a mutually beneficial relationship through the use of ongoing communications.
2. The committee's purpose is for information and to review, explore and discuss concerns and interests of the parties during the term of the contract. Subjects of interest, as examples, may include such items as orientation programs, staffing, safety, and other District-wide concerns.
3. The committee, by mutual agreement, may make recommendations to the parties on those issues of concern and interest which may have been a subject of discussion. To permit frank and open discussion the committee shall have no authority to change, delete or modify any of the terms of the Agreement or to adjust grievances arising under the contract.
4. The committee shall be composed of three (3) persons from each party. It shall meet at least on a monthly basis. Committee discussions, except for any recommendations, shall not be publicized.

K. Contract Disbursement to New Members

The District shall present all new bargaining unit employees, regardless of the number of hours worked, a copy of the current contract.

ARTICLE 4 POSITION VACANCIES AND ANNOUNCEMENTS**A. Notice of Vacancy**

1. In the event that a new position is created, the District will establish a tentative placement on the salary schedule and shall notify the Union of this placement, together with a copy of the job description. If the Union wishes to bargain over this placement, the Union will contact the District within fourteen (14) calendar days. The District will then enter into bargaining with the Union limited to the purpose of determining a salary placement for that particular position. Any agreement reached shall be retroactive to the date the new position was first filled.
2. The District shall provide the Union with written notification of any existing bargaining unit positions of more than two hours which have become vacant. Employees may file a letter with their Principal/Supervisor by October 1 of each school year expressing their interest in being considered for positions of less than two hours that become available. A position announcement will be posted on the District website as well as at all worksites in the District for a minimum of five work days. Employees will need to apply on-line for job openings. Applicants who request assistance applying on-line for job openings shall be assisted in the Applications Office.

B. Filling of Vacancies

1. When two or more applicants are equally qualified as determined by the District, the job will be given to a current District employee over an outside applicant or between two or more current employees, the most senior.

Qualifications are determined on many criteria, including, but not limited to the interview, job posting, job description, resume, training, work experience, and evaluations.
2. Within ten (10) working days of the posted position being filled, the District shall provide the Union with the names of the current employees who applied and if they were interviewed, the number of other outside applicants who were interviewed, if any; the successful applicant; and the salary placement.
3. At the conclusion of the process, all applicants will be notified that the position has been filled. In the event that a current District employee is not selected to fill a vacancy and wishes to know the reasons, the employee may request a meeting with the Supervisor or Human Resources Director to discuss the reasons for not being selected or upon written request, a written statement of reasons will be provided to the employee.

ARTICLE 4 - POSITION VACANCIES AND ANNOUNCEMENTS (Continued)

C. Voluntary Transfers

1. Employees wishing to be considered for reassignment to another position or worksite within the District may file with their Supervisor and/or Human Resources Department a written statement indicating their interest. Such a statement does not constitute a commitment on the part of the employee, but only information of possible interest for the use of the administration. These employees must still make an application for a posted position in order to be considered for the position.
2. An employee voluntarily transferred to a position of a lower classification shall be placed on the new range at the same step he or she occupied on the old range.
3. An employee voluntarily transferred to a position of a higher classification shall be placed on the appropriate range of the salary schedule at a salary level not less than the salary of the next step on the salary column previously occupied. If the employee was on the maximum step of a salary column, then he/she shall be placed at a salary level closest to but not less than his/her previous salary and shall receive one (1) additional step.

D. District-Initiated Reassignment

An employee shall be notified in writing in advance of any District-initiated reassignment. For purposes of this Article, reassignment is defined as a change to a different building or worksite within the District. Such notification shall be made ten (10) days prior to the beginning date of the new assignment, unless ten (10) days notice is not feasible given the specific circumstances of the situation. The notice shall include the reasons for the reassignment, beginning date, location, assignment and job description. A copy of the notice shall be provided to the Union.

E. Resignations

Employees shall provide the District with two weeks advance notice of resignation unless extraordinary circumstances beyond the control of the employee occasion an earlier resignation.

ARTICLE 5

JOB DESCRIPTIONS

- Page 8

ARTICLE 6 PROMOTIONS AND RECLASSIFICATIONS

- A. For the purpose of this article, "promotion" shall mean assignment of an employee to a position of a higher salary classification than the position previously held by the employee. An employee who is promoted shall be placed on the salary schedule at a salary level closest to but not less than their previous salary and shall then receive one (1) additional step. An employee who has prior out-of-District experience in the same type of position will receive one step for each two years of such experience up to a maximum of eight years. The amount of past experience that is recognized will depend on the recency of such prior experience and its applicability to the new in-District assignment.
- B. An employee who is promoted to a higher classification, but within the first six (6) months is unable to demonstrate a satisfactory level of performance in that position, shall upon mutual agreement of the employee and the District be entitled to return to a position comparable to the one held prior to his/her promotion. In such case where the employee returns to a position on the former salary range, the employee will be placed on the step he/she would have realized had the promotion not occurred.
- C. A Job Classification Committee shall be established, composed of three (3) members appointed by the Union and three (3) members appointed by the District. The committee shall review requests made by employees that their job assignments be reclassified. The Committee shall develop and maintain procedures to be followed by employees requesting a job reclassification review of their assignment. If necessary the Committee shall meet on a quarterly basis to review requests submitted during that quarter. The Committee may request the employee appear. The decision of the Committee shall be final and the employee shall be notified in writing of the decision within ten (10) calendar days. A majority of the Committee shall be required in order to change a classification. If it is determined that a change in classification is justified, the District will either reclassify the position or restructure the work assignment to comply with the existing classification. The effective date for any salary change shall be the first of the month following the decision of the Committee or an earlier date if agreed to by the Committee.

If the reclassification is granted, the employee shall be placed on the salary schedule at a salary level closest to but not less than their previous salary and shall then receive one (1) additional step.

In the event that an employee believes that his/her duties, level of required skill and/or responsibility have changed significantly, so that he/she is actually performing the duties of a higher classification he/she may apply to the job classification committee for a reclassification of his/her position to that higher classification on the existing salary schedule.

ARTICLE 7

ARTICLE 7

PERSONNEL FILES

- A. Official personnel files of any employee in the bargaining unit (e.g., the personnel office file, business office file, and any grievance, investigatory, or medical files) shall be maintained in the District's Human Resources Department. Each employee shall have the right, upon request and reasonable notice, by the end of the next business day, at the latest, to review all materials in his/her personnel files.
- B. A representative of the Union may, at the employee's request, accompany the employee and/or review his/her personnel file. Employees may make a written statement relating to any document in the file and such employee's statement shall be placed in the employee's personnel file and attached to the relevant document.
- C. No derogatory material shall be placed in the personnel file if it has not been shown to the employee and if the employee has not been given a copy of such material.
- D. An employee may place in his/her electronic application file any material(s) which he/she feels is pertinent to his/her professional career, performance and qualifications.
- E. An employee shall have the right to indicate those documents that he or she believes to be obsolete or inappropriate for retention. The Human Resources Administrator shall review such documents and notify in writing whether or not the request was granted.
- F. Any official grievance filed by an employee shall not be placed in the personnel file of the employee.
- G. Building administrators/supervisors may maintain a working file for each employee under their supervision. Such files are open to inspection by the employee upon notice by the employee.

ARTICLE 8

ARTICLE 8

EVALUATIONS

- A. The District shall conduct performance evaluations of employees at least every other year. For employees who work less than twelve (12) months, performance evaluations shall be completed by May 1 of the school year in which the evaluation occurs. The employee's job description, and any goals or direction as established by the Supervisor and related to specific job duties, shall be the basis for the performance evaluation.
- B. Temporary employees will be evaluated within the first six months of their temporary assignment.
- C. The Supervisor or appropriate Administrator shall privately review the evaluation with the employee and provide the employee with a copy. The employee shall sign the evaluation acknowledging receipt. If the employee has objections to the evaluation, he/she may file a written objection and have it placed in his/her personnel file and attached to the relevant evaluation.
- D. The employee has the right to a performance evaluation upon request.
- E. The performance evaluation is not intended as a substitute for counseling or discipline in the normal course of day-to-day job performance and conduct.

ARTICLE 9

ARTICLE 9

DISCIPLINE

- A. No permanent employee shall be disciplined without just cause. Discipline shall be administered in private. For the purpose of this article, discipline shall include written warnings and reprimands placed in the employee's personnel file, suspension and discharge.
- B. The District will notify the employee when any meeting is scheduled for the purpose of investigating and/or administering discipline or giving notice of dismissal. After a preliminary interview, sufficient notice in advance of a subsequent investigatory meeting or disciplinary meeting shall be provided to the employee so that he/she may exercise his or her rights to have union representation present at the meeting.
- C. An employee shall have the right to submit a written statement placed in his/her personnel file.
- D. The probationary period shall be the first six (6) months of active employment (excluding the summer break for less than 12-month employees). In the event that the District determines that it needs additional time to evaluate the work performance of a probationary employee, it may request from the Union an extension of an employee's probationary period of up to one (1) month. Probationary employees shall not be permitted to apply for District positions other than the one they were hired into until the expiration of their probationary period. Temporary employees who are hired into a regular position in the same job classification without a break in service will have a three (3) month probationary period. Temporary employees hired into a regular position within a different job classification will have a six (6) month probationary period. In the case of a probationary employee, the decision rendered at Step 2 grievance shall be final.

ARTICLE 10 GRIEVANCE AND ARBITRATION

A. Grievances

1. A grievance is a complaint by an employee, a group of employees, or the Union, which alleges that there has been a violation of the contract or application of the contract or application of the terms or conditions of the Agreement.
2. Each grievance must be initiated within thirty (30) calendar days of the occurrence of the cause of the complaint or when the grievant became aware of the occurrence.
3. "Days" in this Article of the Agreement shall mean working days of the grievant unless otherwise specified.
4. Group grievances shall be filed at Step 2 and Union grievances shall be filed at the level of the alleged infraction.

B. Procedures

1. Step 1

The parties agree that it is mutually desired that whenever possible grievances be resolved informally at the lowest step. A discussion of the grievance shall be conducted by the grievant, his/her Union representative (if requested by the grievant), and the Supervisor or appropriate Administrator to seek grounds for resolution of the problem.

2. Step 2

If the grievance cannot be resolved at Step 1, the grievant will present the Supervisor with Step 2 of the written grievance within five (5) days of the informal meeting and the Supervisor will respond within ten (10) days of the receipt of such grievance. The written grievance will be sent to the appropriate District Administrator responsible for contract administration.

3. Step 3

A grievant who has not been able to resolve a grievance with the immediate Supervisor, may appeal the decision of Step 2 to the Superintendent or designee within five (5) days of receipt of the written Step 2 response. The Superintendent or designee will hold a hearing within ten (10) days of receipt of the appeal.

Within ten (10) days after the hearing, the Superintendent or designee will render a decision in writing which will contain a complete statement of the reasons for the decision if the whole remedy sought by the grievant is not granted. A copy of such decision shall be sent to the Union.

ARTICLE 10 - GRIEVANCE AND ARBITRATION (Continued)

If the grievance is over an employee's dismissal or demotion, the grievant may elect to have a hearing before the School Board instead of the Superintendent, under ORS 332.544, which requires that a written request be filed with the Board within fifteen (15) calendar days of the dismissal or demotion.

C. Arbitration

1. Notice

If a grievance remains unresolved at Step 3, the Union may appeal the decision to arbitration if notice is given to the School Board or their designee within ten (10) days of receipt of the Step 3 decision. It is specifically understood that any appeal to arbitration will be made by the Union on behalf of the grievant.

2. Selection of Arbitrator

The Union and the District may attempt to select an arbitrator mutually.

If the parties have not selected an arbitrator within five (5) days following notice of intent to arbitrate, the appealing party shall request that the Oregon Employment Relations Board (ERB) provide a list of seven (7) names.

The parties shall meet to alternately strike one name from the list until one remains and such person shall be the arbitrator.

The parties will schedule the arbitration hearing on a date the arbitrator is available within sixty (60) days of the date of the notice of arbitration. If the arbitrator is not available within those sixty (60) days, the parties will select the nearest available date to that time for all parties.

The parties will abide by the voluntary rules and procedures of the American Arbitration Association (AAA) for the conduct of the arbitration. If either party objects that the grievance is not properly before the arbitrator, the parties shall attempt to resolve the arbitrability issue before the hearing through submission of written materials and/or a conference call.

The decision of the arbitrator shall be binding on all parties. The arbitrator shall not be empowered to rule contrary to, to amend, to add or to eliminate any of the provisions of this Agreement. The arbitrator shall render a written decision within thirty (30) calendar days of the close of the hearing or the submission of briefs, whichever occurs later.

Charges by the arbitrator shall be shared equally by the District and the Union.

ARTICLE 10 - GRIEVANCE AND ARBITRATION (Continued)

D. General Procedures

1. The parties agree that they will make an effort to schedule any grievance meetings so as to be the least disruptive to the department or school the employee and his/her Union representative are assigned to. If a grievance meeting is scheduled during the work day by mutual agreement, the employees involved will not suffer a loss of pay.
2. Time limits at any step may be modified by mutual agreement in writing.
3. The District and its administrators will cooperate with the Union in the investigation of the grievance, and further will furnish the grievant or his/her Union representative with such necessary information as is requested for the processing of the grievance.
4. Failure at any step of the grievance procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
5. A representative of the Union may be present at all steps of the procedure. The Union will be notified promptly of the terms of the final decision or settlement of any grievance.

ARTICLE 11

LUNCH AND REST PERIODS

- A. Each employee shall receive a fifteen (15) minute break during each four (4) hour period of consecutive service. Such break shall be as close to the halfway point of the work period as is practicable as determined by the immediate supervisor.

Seven and one-half (7½) hour employees shall receive both a morning and afternoon break, as provided above.

- B. Each employee who is scheduled to work more than five (5) consecutive hours, shall receive an uninterrupted and non-paid lunch period of at least one-half (½) hour. Such time shall be as near as practicable to the halfway point of the tour of duty.
- C. If the employee is required by the Supervisor or designee to interrupt lunch or rest periods, the employee will resume the lunch period as soon as possible after the interruption and finish the remaining time.
- D. Employees required by the supervisor or designee to be on duty during their lunch or rest periods shall be given the equivalent time off within one workday or be compensated at their hourly rate.
- E. An employee who is required to work a minimum of two (2) hours beyond an eight (8) hour shift shall be entitled to a fifteen (15) minute break at the end of the 8th hour or at the end of the 10th hour.

ARTICLE 12

CONTRACTING OUT

- A. If the District determines it is necessary to explore contracting out services, then the Union will be notified and will have at least two (2) representatives on any study committee. The Union will have opportunity to explore and present ideas for cost savings in the present operations of the affected Department prior to the District seeking bids to determine if financial savings could result from contracting out.
- B. If the Union and the District are unable to reach agreement on any proposed contracting out through the process described in paragraph A above, and if the District determines that it intends to proceed with contracting out, the District shall so notify the Union and offer to bargain the decision and the impact of contracting out. If the Union responds within fourteen (14) days that it desires to bargain, the bargaining process set forth in ORS 243.698 shall be followed.
- C. If the Union and the District are unable to reach agreement within the 90-day bargaining period, and if the District chooses to unilaterally implement contracting out, the provision of Article 26 (No Strike) shall not apply to this bargaining dispute.
- D. However, the District may subcontract a temporary need for work, special or technical skill not performed by or within the assignment of current employees. The subcontracting will be for the period of the temporary need.

ARTICLE 13

SCHOOL CLOSURE

- A. On days when school is temporarily closed due to inclement weather, employees will not report to work with the exception of the following positions: all custodians, all office managers, all 12-month employees, and Substitute Clerk. Employees not required to report shall receive the regular pay they would have received for that day; however, these hours shall not count as hours worked for overtime purposes. When the canceled days or hours are later rescheduled, the employees not required to report will work the make-up time without additional compensation. If Districtwide make-up activities are not offered, administrators and supervisors will coordinate with employees to determine how the time will be made up. Options include developing a mutually agreeable plan to make up the absence, using leave without pay or vacation time (if available), or using pre-approved compensatory time.
- B. On days when the opening of school is delayed due to inclement weather, employees shall be expected to report to work as close to the normal reporting time as is possible, consistent with safety, but no later than their regular reporting time plus the period of delay. Employees whose regular start time is after the delayed opening time are expected to report to work at their regular time. Employees will be paid their regular hours for days when there is a delayed opening or early closing because of inclement weather.
- C. The District reserves the right to reschedule canceled days or hours for employees who were not required to report, even if students days or hours are not rescheduled.
- D. Employees who are required, but are unable, to report to work because of weather or dangerous road conditions will take leave without pay or vacation time (if available).

ARTICLE 14

ARTICLE 14

LAYOFF/RECALL

- A. In the event staff reductions become necessary, the District will notify the Union in advance of any reduction and the parties will meet to discuss ways of avoiding layoffs. Such notification will be given at least thirty (30) calendar days before the start of the next school year when the reduction is to be in the next school year and at least (14) fourteen days when it is to be in the current school year.
- B. When reductions remain necessary following the discussion above, the District will consider employees' requests to take voluntary layoff or reduction in hours until the necessary reduction is met. If voluntary layoffs are not accepted or do not meet the necessary reduction in the work force, additional layoffs shall be made. Layoffs shall not affect permanent bargaining unit employees until the District has reduced or laid off temporary employees first, then probationary employees holding positions in the affected classifications.
- C. Staff reductions shall be accomplished within job classifications. For the purpose of this Agreement, a job classification is a position such as Assistant Cook or Special Education Assistant 2. An employee whose position is eliminated due to such reduction or whose hours are reduced to the extent that it impacts his/her level of benefits, shall be entitled to "bump" the least senior employee in the classification or in any other classification in which that employee has worked on the same pay range or lower, or in a lower classification position in the same job family (i.e., Mechanic I, Mechanic II, Mechanic III) providing the employee's experience and qualifications meet the requirements of the position. The District shall not assign employees to a lower salary level without a corresponding change in job assignment and responsibility. An employee who wishes to exercise his/her bumping rights must notify the District within five (5) working days upon notification of his/her layoff status.
- D. Layoff will be in the inverse order of seniority District wide, within the affected position classification. However, a less senior employee may be retained, and the next senior employee laid off, provided the least senior employee has unique skills or job responsibilities which are required for the position and which cannot be learned by a more senior employee in the classification group within a reasonable amount of time (generally ten (10) days).
- E. Seniority shall be defined as the total length of service in a bargaining unit position within the District since the most recent date of hire. Unpaid leaves exceeding sixty (60) days shall not be considered when computing length of service.
- F. Employees designated for layoff shall be given at least fourteen (14) calendar days of written notice of layoff. A copy of such notice will simultaneously be sent to the Union. This notice does not apply to an emergency temporary work reduction of less than two (2) weeks in duration.

ARTICLE 14 - LAYOFF/RECALL (Continued)

- G. If the District determines to fill a vacancy, the following procedure will be followed:
1. First to be recalled is any current employee who has previously been employed in the job classification who has been bumped or lost more than one (1) hour of time in a previous reduction
 2. Second to be recalled is any employee on the recall list according to the provision below
 3. If neither (1) nor (2) applies, the normal selection process as described in the Position Vacancies and Announcements article of this Agreement shall apply
- H. Employees' return from layoff will be in the inverse order of layoff to a classification position held prior to layoff. An employee who is offered return from layoff to a position of lower classification than the one previously held shall have the right to reject such assignment and will not forfeit any rights to recall as stated in this article of the Agreement.
- I. The District will notify the employee to be recalled by certified, return-receipt mail at the employee's last known address. A copy of the notice will be sent to the Union.
- J. Recall rights will terminate twenty-seven (27) months following the effective date of the layoff. It is assumed the offer of a position is rejected if the laid off employee or his/her agent does not respond within seven (7) calendar days of receipt of the job offer or if the employee cannot be reached at the address of record as maintained in the District's Human Resources office.
- K. Employees on layoff status shall not accrue seniority. However, employees recalled to a position consistent with the terms and conditions of this article shall have all the benefits and seniority earned prior to layoff restored at the time work is resumed with the District.
- L. In the event the number of hours of work are reduced for any employee or group of employees and that reduction does not impact the benefit level(s) of the employee(s), such reduction will be done in inverse order of seniority within the affected job classification within a department or school unless:
1. The hours eliminated from an employee are temporary hours as defined by Article 1
 2. There are no assignments within that classification that are compatible with the employee's regular work schedule
 3. A less senior employee has unique skills or job responsibilities which are required for the position and which cannot be learned by a more senior employee in the classification group within a reasonable amount of time (generally ten (10) days).

ARTICLE 14 – LAYOFF/RECALL (Continued)

If hours are subsequently restored to that department or school within the following twelve (12) months, the District will attempt to reinstate the hours to the affected employee(s) before hiring additional staff in the job classification within the department or school.

- M. An employee whose hours are reduced, and such reduction changes the level of District contribution for the employee's benefit package, may reject the reduction of hours and exercise his/her seniority for reassignment. If the employee chooses to remain in his/her current position, the level of District contribution for the employee's benefit package shall not be changed until the end of the calendar month following the month in which the reduction in hours takes place.

ARTICLE 15

COMPENSATION

A. Overtime

1. Overtime shall be compensated at time and one-half (1-½) of the employee's hourly rate and will be paid after forty (40) hours of work in one (1) week, which will be defined as Sunday 12:01 a.m. to Saturday 11:59 p.m. For purposes of this article, "hours worked" shall be defined as those hours the employee is actually at work. Vacation hours will be counted as "hours worked" only in the event that the employer required overtime in the same week. Overtime must be authorized by the Supervisor in advance of being worked.
2. In lieu of pay, compensatory time off at the overtime rate may be offered to the employee. However, no more than forty (40) hours of compensatory time may be accrued and time off or pay must be granted by the end of the next calendar month in which the overtime was worked unless mutually agreed otherwise in writing by the District and the employee. The scheduling of the compensatory time off will be jointly planned by the employee and the Supervisor. Upon termination of employment, an employee shall be paid for unused compensatory time earned at the final regular rate received by the employee. The Supervisor must keep a written record of compensatory time earned and used, and entries in that record must be signed by both the Supervisor and the employee.

B. Call Back

1. In emergency situations, an employee called back to work shall be compensated at the rate of time and one-half (1-½) for a minimum of two (2) hours.
2. An employee who is required to return to work for evening activities, such as back-to-school programs, parent conferences, etc., shall receive a minimum of two (2) hours.
3. An employee who is contacted after regular work hours and performs work by telephone or remotely shall be paid for actual time worked.
4. Voluntary On-Call – The District may ask for volunteers to be available on-call to deal with after-hours emergency situations. Participation in an on-call system and responding if contacted shall be strictly voluntary.

C. Out of Classification

An employee temporarily assigned the full duties and responsibilities of a higher salary level position for more than five (5) days shall be paid five percent (5%) above his/her hourly rate or the first step of the higher classification, whichever is the greatest, retroactive to the first day of the temporary assignment. An exception is Head Cook positions in Food Services. Anyone working in a Head Cook position, from the first hour will be paid the additional five percent (5%).

ARTICLE 15 – COMPENSATION (Continued)

D. Differential

1. Swing Shift: Employees who work the swing shift shall receive an additional 20 cents per hour for all work performed during that shift. A swing shift is one that begins after 1:00 p.m. and ends after 6:00 p.m.
2. Night Shift: Employees who begin their regular shift after 11:00 p.m. or earlier than 6 a.m. and work a majority of their hours between these hours shall receive an additional 60 cents per hour over the regular hourly rate for their position.

E. Transportation

1. Activity trips, field trips and shuttles will be paid at the same hourly rates as the employee's regular rate.
2. The District will provide without cost to the driver the extra costs of re-licensing and training to meet the Commercial Driver's License requirements.
3. Field Trip Assignments:

Each week field trip requests will be processed. Drivers will be assigned from lists based upon the categories of the trips. Categories of trip lists will include:

- a. Ski trips
- b. Overnight trips
- c. Overtime trips
- d. Regular daytime trips Monday-Friday
- e. Regular trips in the evenings Monday-Friday
- f. Weekend trips

Drivers will be able to sign up for all categories of trips and be included on all lists they are eligible for and interested in. Trips will first go to the drivers that have time available within their 40 hour work week. When the list of drivers is exhausted, and overtime is necessary, a list of all drivers that have requested to be considered for overtime trips will be used. This list will cycle continually, with each name moving to the end of the list after either driving or rejecting a trip.

F. Initial Salary Placement

New employees will be placed on the appropriate range of the salary schedule and given one step credit for each two (2) years or major fraction thereof for related work experience to a maximum of eight (8) years or four (4) steps. The amount of past experience that is recognized will depend on the recency of such prior experience and its applicability to the new in-District assignment. If any new employee is placed at Step 5 or above, the District shall inform the Union and be available to discuss the reason for such placement.

ARTICLE 15 – COMPENSATION (Continued)

G. Experience Step

In order to receive an experience step, the employee must not have been on the top of their salary range and must have a first day of service prior to the preceding February 5.

H. Payroll Checks

1. Employees shall be paid in twelve (12) equal monthly payments. Employees working less than twelve (12) months shall receive the July and August checks as of the day following the last student day and the June check by June 30.
2. Employees who are hired after the first payroll cutoff date of the first month of their scheduled work year shall receive their annual salary prorated over the remaining pay period(s) of the twelve (12) month period.
3. Payday shall be by the 20th day of the month.

I. PERS

The employee's contribution required by PERS shall be made by the employee through a payroll deduction.

J. Workers' Compensation

All employees covered under this Agreement are eligible for State Workers' Compensation benefits. For absences due to a compensable injury, an employee shall retain the Workers' Compensation check which he/she receives from the State for time lost. Upon request of an employee, the District will make supplemental payments from the employee's accumulated sick leave for the period of compensable time lost in an amount equal to the difference between the compensation check and the employee's regular check during the period of payment under the Workers' Compensation Act. The employee's accumulated sick leave shall be reduced in proportion (dollars paid by the District divided by the employee's rate of pay equals hours of sick leave subtracted).

ARTICLE 16

SALARY

- A. For the 2012-2013 school year, effective July 1, 2012, all employees will on be on the 2012-2013 salary schedule (Appendix A) appropriate for their job classification, which reflects a \$.35 per hour increase, with the following conditions:

Eligible Employees will not receive step advancement for the 2012-2013 school year.

- B. Parties will meet and begin bargaining prior to March 1, 2013, over salary for the 2013-2014 contract year and 2014-2015 contract year.

ARTICLE 17

PAYROLL DEDUCTIONS

A. Voluntary Deductions

Upon written appropriate request from an employee, the District shall deduct from the salary of the employee and make appropriate remittance for the following approved deductions.

1. Contributions to the United Way Fund
2. OnPoint Community Credit Union
3. District approved TSA
4. Insurance premiums for group insurance programs above the amount of District contributions.

B. Direct Deposit

Employees may choose to have payroll checks directly deposited with their financial institution as long as it is part of the electronic funds transfer system.

C. Dues

1. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver through the Union to the District's Payroll Office, a Voluntary Authorization to Deduct Dues form which will authorize the deduction of membership dues to the Union. Such authorization will continue from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct Union dues from the employee's regular paycheck.
2. The amount to be deducted shall be certified by the Union to the District. The Union will notify the District at least thirty (30) days in advance of the effective date of any changes in the amount of dues and fees to be deducted under the provisions above.
3. With respect to all sums deducted by the District pursuant to said authorizations, the District agrees to remit such sums within five (5) working days from the payday in which the deduction was made. The amounts to be deducted shall be certified to the District by the Union.

D. Voluntary Contributions to AFT - Oregon Political Action Fund

1. The District, upon written authorization from the employee, will deduct voluntary contributions to the AFT - Oregon Political Action Fund from the employee's regular paycheck.

ARTICLE 17 - PAYROLL DEDUCTIONS (Continued)

2. The amount to be deducted shall be that amount designated by the employee in his/her voluntary written authorization. Such deduction shall continue from year to year unless revoked or changed in writing from the Union to the District Payroll Office.
3. The sum of all monies to be deducted shall be remitted to the Union together with a list of employees from whom the voluntary contributions are deducted and the amount deducted from each. Such funds shall be forwarded to the Union within five (5) working days from the payday from which the deduction was made.

E. Fair Share

1. The parties agree to a fair share agreement and, in accordance with such, it is understood that each employee who is a member of the bargaining unit herein defined, but not a member of the Union, shall be liable to contribute to the Union as representation costs, an amount established by the Union in accordance with the law. The District agrees to automatically deduct this amount from said employees and forward the funds to the Union within five (5) working days from the payday from which the deduction was made.
2. An employee may file a written objection to fair share payments based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. If such application is approved by the Union, the employee shall fulfill the requirement of fair share by payment of the equivalent amount to United Way, unless both the employee and the Union agree upon another non-religious charitable organization. The District agrees to deduct these payments from the pay of such employees and forward these amounts to the appropriate charity.
3. The Union 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 18

INSURANCE

- A. The District contribution for 2012-2013 will be \$1,050. Any changes to District employee benefit rates will be reflected in the September paycheck.

B. Tier 1

For employees hired prior to July 1, 2007, the District will contribute the monthly contribution as follows:

4.0 to 5.9 hour employees, 50 percent of the District contribution
6.0 to 8.0 hour employees, 100 percent of the District contribution

Tier 2

For employees hired on or after July 1, 2007, the District will contribute the monthly contribution as follows:

4.0 to 5.9 hour employees, 50 percent of the District contribution
6.0 to 6.9 hour employees, 75 percent of the District contribution
7.0 to 8.0 hour employees, 100 percent of the District contribution

- C. Employees working less than six (6) hours may purchase dependent insurance coverage in conformance with the terms and conditions of the insurance carriers.
- D. The District will pay for an Employee Assistance Plan for employees working at least twenty (20) hours per week.
- E. A joint insurance committee shall be formed to include District and Union representatives for the purpose of discussing changes to insurance plans. Existing plans shall be continued unless a mutual agreement is reached to change plans.
- F. The District will pay the premium of \$28,000 life insurance and accidental death and dismemberment insurance coverage for the employees who work four (4) hours or more per day. Employees have the option to purchase additional dependent life coverage with a payroll deduction. The District will also provide a Section 125 Plan for members.
- G. Insurance benefits as described above will be determined each year based upon the employee's regular hours of employment during the month of September. Thereafter, any change in entitlement to insurance benefits will be effective on the first day of the following month.
- H. For employees hired, or who have a change of status, on or before the 5th of any month, insurance benefits shall be effective on the first day of the following month. For employees hired, or who have a change of status, after the 5th of any month, insurance benefits shall be effective on the first day of the month following the first full month of employment. For less-than-twelve-month employees hired after February 1, employee insurance benefits will not start until the employee's third month of employment.

ARTICLE 18 - INSURANCE (Continued)

- I. If employment is terminated on or before the 5th of the month, insurance benefits shall cease on the last day of the month. If employment is terminated after the 5th of the month, insurance benefits shall cease on the last day of the following month.
- J. The District will pay the monthly premium of disability insurance for employees working four (4) or more hours per day. The coverage will include a sixty (60) day waiting period and two-thirds (2/3) of the employee's monthly salary will be paid as described under the provision of the insurance contract, until the employee returns to work or reaches the age of sixty-five (65).
- K. The parties agree that a Union-directed insurance pool shall be created utilizing the unspent funds allocated to members who "opt out" of District insurance coverage and any remaining funds based on a tiered rate.
 - 1. An employee who may "opt out" of District coverage under the rules adopted by the OEBB may do so by indicating in writing to the District the employee's election not to obtain major medical insurance coverage through the District. Notice of this election shall be on a form jointly prepared by the Union and the District. The deadline for making this election shall be the end of open enrollment.
 - 2. The District shall contribute to the insurance pool \$200 per month for each employee working 6 hours per day or more who opts out of District coverage.
 - 3. The District shall contribute to the insurance pool \$150 per month for each employee hired on or after July 1, 2007, working at least 6 but less than 7 hours per day who opts out of District Coverage.
 - 4. The District shall contribute to the insurance pool \$100 per month for each employee working between 4 – 5.9 hours per day who opts out of District coverage.
 - 5. The Union will direct the allocation of funds from the insurance pool to employees participating in District medical insurance coverage. The District will provide adjustments to employees' insurance costs according to the allocation prepared by the Union. The Union will provide notification to the District of its intended allocation by June 15.
- L. Any remaining insurance pool funds will be set aside in an account jointly administered by the District and the Union. Funds from this account may be used, at the discretion of the Union, to reduce insurance costs in future years.
- M. Each employee working 6 hours per day or more who opts out of District insurance major medical coverage will receive \$200 per month from the District, payable as income or to be deposited in a Section 125 account.

Each employee hired after July 1, 2007, and working at least 6 but less than 7 hours per day who opts out of District insurance major medical coverage will receive \$150 per month from the District, payable as income or to be deposited in a Section 125 account.

ARTICLE 18 - INSURANCE (Continued)

Each employee working between 4 – 5.9 hours per day who opts out of District insurance major medical coverage will receive \$100 per month from the District, payable as income or to be deposited in a Section 125 account.

- N. Parties will meet and begin bargaining prior to March 1, 2013, over insurance for the 2013-2014 contract year and 2014-2015 contract year.

ARTICLE 19

HOLIDAYS

- A. Holidays for twelve (12) month employees shall be:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day

- B. Less than 12 month employees shall receive the following holidays:

Labor Day
Veteran's Day
Thanksgiving Day
Martin Luther King's Birthday
President's Day
Memorial Day

- C. Holiday pay shall be available to an employee who works or is in compensable status on their last scheduled work day before and their first scheduled work day after the holiday. Less-than-12-month employees shall not qualify for holidays other than those on the list in Section B above by virtue of working extended hours or contract days.
- D. Holidays defined above falling on a Saturday shall be observed on the preceding Friday; and holidays falling on a Sunday shall be observed on the following Monday. In the event an employee works a different work week than Monday through Friday and the holiday falls on the employee's day off, the employee shall be granted an additional day.
- E. Employees required to work paid holidays shall be paid at the rate of double time for the hours worked with a minimum of two (2) hours paid.

Employees shall be compensated for the holiday as though they have worked a regular schedule for that day. Holiday pay shall be available to regular full-time and part-time employees.

ARTICLE 20

VACATION

All regular twelve month classified employees shall be entitled to earn vacation days under the following conditions:

- A. Accrual: Vacation shall be earned month by month (1/12 of the annual allotment) but shall be credited in advance on July 1 of each year. Upon an employee separating from the District, any vacation used beyond the pro-rated amount earned at the time of separation will be deducted from the employee's final check.

Eligible employees shall accrue vacation based upon the following schedule:

Years of Continuous Service	Days of Vacation
0 Through 5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10 years	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15 years and thereafter	20 days

- B. An employee who is scheduled to work less than twelve (12) months per year and who transfers to a twelve (12) month position may count all time employed by the District since the most recent date of hire for the purpose of calculating the years of service.
- C. Maximum Accrual: No employee shall be allowed to accrue more than one and one-half (1.5) times his or her annual accrual of vacation, except when the inability to use accrued vacation is dictated by District requirements or when the District approves an employee's plan for a specific, exceptional use of a greater amount of vacation days in the subsequent year.

Specifically, if an employee has accrued one and one-half (1.5) times his or her annual accrual of vacation, such employee will have no additional vacation credited to his or her account until such time as his or her vacation account is reduced to less than one and one-half (1.5) times the annual accrual amount.

- D. New 12-Month Employees: New 12-month employees shall not accrue vacation credit during their probationary period. Upon successful completion of the probationary period the new 12-month employee shall receive credit to the day of initial employment on a retroactive basis.

ARTICLE 20 – VACATION (continued)

- E. Termination of Employment: Upon termination of employment for any reason, an employee who has completed his or her initial probationary period shall be paid for all accrued but unused vacation.
- F. Vacations shall be scheduled through an employee's Supervisor based on the employee's preference and the operational needs of the District. Clerical and custodial employees shall normally schedule their vacation time during summer break, Christmas break and/or spring break. In exceptional circumstances an employee may be allowed to schedule some vacation time during times when school is in session, if approved by the immediate Supervisor and by the appropriate District-level Administrator. Employees who wish to appeal a decision about scheduling of vacation may do so to the appropriate District-level Administrator. Exceptional circumstances shall include when a substantial number of employees in a classification are employed full-time and are earning annual vacation at a high accrual rate. Employees who wish to appeal a decision about scheduling of vacation may do so to the appropriate District-level Administrator.
- G. Eligible employees who have available accrued vacation time shall be allowed to use one such vacation day at any time during the year at will. Approval of vacation for such a day shall be automatic, but when possible the employee will provide advanced notice to their direct Supervisor.

ARTICLE 21

LEAVES

A. Sick Leave

Sick Leave Allowance Shall Include:

1. One (1) day per month of employment with a minimum of ten (10) days for a full school year and up to a maximum of twelve (12) days for full calendar year employees.
2. Employees may accumulate unlimited sick leave.
3. As provided in ORS 238.350, retiring employees shall be compensated through the Public Employees Retirement System for accumulated unused sick leave in the form of increased retirement benefits upon service or disability retirement.
4. Sick leave use is subtracted from an employee's accumulated sick leave based on the number of hours of missed work.
5. Sick leave shall be used for the illness or injury of the employee, including medical appointments.
6. Family illness leave:

Up to five (5) days per year may be taken and charged against sick leave to take care of ill or injured family members (child, spouse/domestic partner, parent, or parents-in-law of the employee, grandparent, grandchildren, or other persons living permanently in the employee's household), regardless of whether such leave is covered by the Family and Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA) . A domestic partner, as used in this Article is defined as a domestic partner that would qualify for insurance coverage under the rules of the Oregon Education Benefits Board.
7. The District will allow an employee to transfer in his/her unused sick leave accumulated from another school district in Oregon (per ORS 332.507) for the life of this agreement.

B. Personal Leave

In any given contract year, one (1) sick leave day may be taken as paid personal leave by an employee. Personal leave will be approved under the following conditions:

1. At the time of the request for personal leave, the employee must have at least eight (8) days of accrued sick leave available.
2. New employees may not use a personal leave day during their probationary period.
3. All personal leave requests must be pre-approved by Human Resources.

ARTICLE 21 – LEAVES (continued)

4. Sick leave may not be used for personal leave purposes on a work day directly preceding or following a holiday or break period.

C. Jury Duty/Legal Leave

1. An employee subpoenaed shall be granted leave with pay for service on a jury provided the employee submits any jury fee (minus the mileage reimbursement) received to the District, along with a copy of the subpoena. On days when the employee is excused from jury duty, he/she shall report to work provided two (2) hours or more of the workday remains at the time he/she is excused.
2. An employee subpoenaed to appear as a court witness shall be excused from work without loss of pay, provided that the employee submits any witness fee (minus the mileage reimbursement) to the District along with a copy of the subpoena.
3. In cases where an employee is party to the action or appearing on behalf of an action against the District, his/her absence will be leave without pay.
4. An employee required to appear in court as a party with the District shall be released without loss of pay.

D. Military Leave

The District shall grant military leave as required by state and federal statutes.

E. Bereavement Leave

Bereavement leave with full pay shall be allowed up to five (5) days for each death in the immediate family during any normal work year.

1. Spouse/domestic partner of employee
2. Children, grandchildren or grandparents of employee or spouse
3. Mother, father, or other person in *loco parentis* to the employee, brother or sister of employee or spouse/domestic partner
4. Step-relatives of (3) above
5. Other persons who have lived in the employee's household as family members

F. Emergency Leave

Emergency leave not to exceed three total days per work year shall be allowed for an emergency or catastrophe. Requests for such leave will be reviewed and, if appropriate, recommended for approval by the building principal or supervisor with final approval made by the Assistant Superintendent of Human Resources.

This leave benefit shall be considered leave-with-pay, separate from and in addition to sick leave and other leaves. Emergency leave for family illness will not be granted for employees who have not used five days of family illness leave.

ARTICLE 21 – LEAVES (continued)

General policies to be applied in the granting of emergency leave are as follows:

1. An employee requesting leave due to illness of members of his or her immediate family (spouse/domestic partner and any dependent children) or, as defined under Article 21.D, where in his or her absence the family member would be unable to receive appropriate care if the employee reported to work. The District will allow one (1) day of emergency leave on the basis that in one (1) day arrangements can be made in most circumstances for care of the sick or injured family member.
2. In cases of sickness or injury of members of the immediate family that result in emergency medical treatment one (1) day of emergency leave will be granted.
3. In case of sickness or injury of immediate family where death is a distinct possibility, emergency leave may be granted for a maximum of three days.
4. For a catastrophe on the employee's personal or real property such as fire or flood damage to home, one (1) day emergency leave may be granted.
5. In case of a child born to wife or dependent child living in the employee's home, up to two (2) days emergency leave will be granted.
6. Up to two (2) days of emergency leave shall be allowed for deaths and funerals of relatives other than immediate family members i.e., aunts, uncles.
7. Crises are to be considered on presentation of sufficient evidence to establish an emergency necessitating the absence of the employee from his/her work. Subject to the approval of the Assistant Superintendent of Human Resources, paid days in excess of three (3) may be provided in these situations.

G. Maternity/Paternity Leave

A maternity/child care leave of absence for childbirth or adoption will be allowed based on Oregon Family Leave Act (OFLA) and Family and Medical Leave (FMLA) rules.

1. Thirty (30) days prior to the expiration of the leave an employee who desires to extend the leave may submit a request for an unpaid leave of absence providing:
 - a. The individual has been employed by the District for at least one (1) year prior to the initial leave
 - b. The request is for a specific period of time and the return coincides with a natural break or recess period
 - c. If the additional leave is approved, the employee will be placed in a position of comparable duties and responsibilities, and shall retain the same level of benefits the employee had prior to the leave
2. An employee on a parental leave of absence shall retain all benefits accrued in the District prior to the leave upon his/her return from that leave and continue to be listed with the Public Employees Retirement System.

ARTICLE 21 – LEAVES (continued)**H. Disability Leave**

1. An employee may be placed on involuntary leave which is unpaid, not to exceed twelve (12) months when the District determines an employee is unable to perform his/her duties because of illness or temporary disability, or where attendance is exceedingly irregular due to illness, injury or disability, or where an employee exhausts his/her sick leave and is still unable to report to duty. Prior to return, the employee shall prove to the Superintendent or designee his or her ability to return to work with doctor's verification. Failure to return shall be considered a resignation.
2. Upon return the employee shall be placed in an equivalent position. If the disability extends beyond one year, the employee shall be given the opportunity to reapply for employment and if rehired, the employee shall be credited with any benefits, which he/she had accumulated prior to such leave. The employee shall proceed on the salary schedule as if he/she had been employed with the District.
3. An employee on temporary disability leave may continue insurance coverage for the period of the leave subject to the COBRA provisions.

I. Leave Without Pay

Any employee may be allowed twelve (12) months leave without pay with the approval of the Superintendent or designee if he/she has worked for the District for five (5) consecutive years. The employee, upon return, will be placed in the same, or as close as possible to the same position as he/she left in accordance with the Agreement in force at the time of his/her return. Staff on leave must notify the District Human Resources Department sixty (60) days before the end of the leave of their intent to return.

The time on leave, if more than half of the normal work year for the employee, shall not be counted as an increment step. However, upon reinstatement the employee is entitled to any of the benefits of the contract then in force and there shall be no loss of benefits previously accrued.

Short-Term Leave without Pay Requests

Requests for short-term leave without pay (less than five (5) days) should be submitted to the employee's Supervisor. Requests for the leave will be reviewed by the Supervisor and forwarded to the Human Resources Director for a final decision. The leave request will be considered using criteria developed by the District. Criteria may include the purpose of the leave, the impact on continuity of instruction and services, whether the employee has regularly scheduled breaks during the school year, and employee leave history. All requests must include the specific reason for the leave and must be received in Human Resources two week prior to the date of the request. For twelve-month employees, vacation days must be used prior to requesting leave without pay.

ARTICLE 21 – LEAVES (continued)

J. Other Leaves

1. Employee shall be granted any additional leaves or benefits covered under either state or federal law that extend beyond the terms and conditions of this Agreement.
2. Other unpaid leaves may be granted by the District upon request.

K. Sick Leave Donation

Application for Sick Leave Donation – When an employee has used all available paid leave days and paid vacation days and is not able to return to work for medical reasons due to a serious illness or injury that prevents the employee from performing the duties of his or her job for an extended period of time (more than ten (10) work days) or a condition that qualifies for long-term disability (but the qualification period has yet to run) and therefore needs donated days, the employee may submit a donation request for sick leave. The following procedures will be used to approve or deny requests.

- a. The employee will notify the Union Executive Council of the need for sick days. This process will not begin until initiated by the employee. The Union will review the request and will decide whether to approve the request, deny the request, or approve a modified request. The Union will notify the District of any approved requests. Requests will be submitted on an agreed-upon form.
- b. The Union will solicit days from the bargaining unit members and obtain the necessary paperwork from donors.
- c. Payroll will process the days after the District has received notice from the Union.

Guidelines for Leave Donations

In consideration of extenuating circumstances surrounding the needs of a specific individual, donation of sick leave days from bargaining unit employees will be approved with the following understanding, conditions, and limitations:

- a. All contributions of sick leave days are irrevocable unless refunded in accordance with Section H
- b. All contributions to an individual employee are voluntary and must be made in writing. The District shall be defended and held harmless from any claim arising from honoring the donation request in this matter
- c. Each bargaining unit employee who volunteers to donate one sick leave day must sign a waiver indicating that he/she is forfeiting that sick leave day
- d. Bargaining unit employees from any building in the District may contribute to the individual recipient

ARTICLE 21 – LEAVES (continued)

- e. The District is not responsible for any personal tax liability that may be incurred by the donating employee or receiving employee should any liability arise
- f. The maximum number of days that may be collectively donated by bargaining unit members (at a rate of one day per year per individual member) is 30 (or the number needed to get the employee to long term disability, whichever is less)
- g. The maximum number of hours that may be utilized in a given year will not exceed 800
- h. Collectively, if the bargaining unit employees donate more than the total number of days said employee is in need of, the days will be utilized in the order in which they were donated

ARTICLE 22

ARTICLE 22 PROFESSIONAL IMPROVEMENT

- A. The District will provide inservice programs to train employees on new equipment, processes and procedures related to their current job duties.
- B. The District shall establish a Professional Improvement Fund in the amount of thirty thousand (\$30,000) for each year of the contract for the purpose of assisting employees seeking to upgrade and gain new skills. Use of such funds shall be for the cost of enrollment in workshops, seminars, conferences or college courses related to work performed by members of the bargaining unit, or to qualify for advancement into positions represented by the bargaining unit, and/or for the cost of a substitute when necessary to cover the employee's assignment. Requests for funds shall be submitted through the employee's Supervisor with final approval to be jointly decided by the Union President or designee and District Human Resources Director or designee prior to taking the course. If a disagreement exists between those two parties, the District Superintendent shall make a final decision. To receive reimbursement, an employee must provide verification of successful completion of the work. If agreeable to the provider, the District will make direct payment to the provider to cover registration fees, etc. No employee shall receive more than three hundred dollars (\$300) in any one year, except as set forth below:
 - 1. The District shall establish a list of priority areas for professional development by July 1st of each year
 - 2. Employees who are approved for reimbursement in a District priority area may receive up to five hundred dollars (\$500) in any one year
- C. An employee may visit another school or facility within the District or attend a workshop, conference or seminar related to his/her work assignment during his/her regular work hours provided the following conditions are met:
 - 1. Approval of Supervisor
 - 2. Coverage of work assignment
 - 3. Documentation provided to validate attendance
- D. In the event that the District provides a general orientation session for all employees during the school year and the orientation session is not held on the employees' workday, the employees will be paid their hourly rate of pay for attending the orientation.
- E. The District will provide new employees with an orientation that will include a review of employment documents to be completed, District procedures and practices, and any state and/or federal mandated orientation/training program.
- F. The District shall pay the full cost of tuition fees, supplies, mileage, and any other related expenses for any class, workshop or seminar an employee is required to attend. If such attendance is required outside the employee's work hours, the employee shall be paid at his/her hourly rate and, if applicable, overtime.

ARTICLE 22 – PROFESSIONAL IMPROVEMENT (continued)

- G. Employees not required to attend District-provided First Aid/CPR classes may attend on non-work time without compensation.
- H. In the event that an employee has been assigned work out-of-classification for a period of time exceeding five (5) days, the employee assigned that work may request a consultation with their Supervisor and may request training and prioritization of duties.

ARTICLE 23

MILEAGE

- A. Employees who are required to use their personal vehicles for travel on behalf of the District during on-duty time shall be reimbursed at the current IRS rate as of the immediately preceding July 1.
- B. An employee required to travel to two (2) or more worksites within the same work day shall receive mileage reimbursement at the IRS rate or shall have use of a District vehicle.
- C. No employee shall be required to use their personal vehicle to transport students.

ARTICLE 24**SAFETY AND HEALTH**

- A. The District will comply with all workplace and safety requirements of state and federal law and regulations. Employees with concerns about health or safety should present those concerns to the employee's Supervisor, and to the site safety committee to discuss and identify solutions, which include, but are not limited to additional staff training, additional staff support or resources, and the identification of a safe place to appropriately support students with disruptive behavior.
- B. Employees who are assigned health care/nursing tasks shall receive advance training and periodic monitoring in accordance with the requirements of the Oregon State Board of Nursing and any other related governing bodies.
- C. The District will reimburse an employee for any costs incurred for any additional examination arising from work-related exposure to or contact with diseases or hazards which may affect the employee's ability to work.
- D. An after-hours safety plan will be developed and implemented in each building by the Principal or Supervisor, with the input of employee(s) on swing or night shift.
- E. Safety Glasses
Maintenance personnel and mechanics shall be provided Occupational Safety and Health Association (OSHA) approved non-breakable safety glasses.
- F. Physical Examinations
The District will designate a clinic where employees required to have physical examinations may have such an exam completed at no cost to the employee.
- G. First Aid Cards
 - 1. Employees who are required to have First Aid cards will have all costs incurred paid by the District.
 - 2. In the event that the First Aid class extends beyond the employee's normal workday, the employee shall be compensated at his/her regular hourly rate, unless the time qualifies the employee to be paid overtime. In that case, the terms and conditions of overtime become applicable and the employee is paid accordingly.
- H. Special Clothing
 - 1. The District will provide Cafeteria employees with two (2) uniforms per year.
 - 2. The District will provide laundered coveralls in proper sizes for employee use at the following workstations: Transportation/shop personnel, and District Maintenance.
 - 3. The District will provide one (1) set of coveralls for employee use at each school building for grounds/custodial employees.

ARTICLE 24 – SAFETY AND HEALTH (continued)

4. The District will provide appropriate raingear for maintenance workers, groundskeepers, Transportation/shop personnel, custodians, and campus security who work outside in inclement weather.
- I. In the event that the District sponsors a smoking abatement program, employees may participate one time at no cost.
- J. Property Loss
Upon request, the District shall provide a locked cupboard, cabinet or drawer for employees' personal effects.

ARTICLE 25**FINGERPRINTING****ARTICLE 25**

During the term of this Agreement, fingerprinting and criminal records checks mandated or required of current District employees will be paid by the District.

ARTICLE 26**STRIKES****ARTICLE 26**

The Union will not authorize, cause, engage in or sanction any form of concerted work stoppage or slowdown during the term of this Agreement, except as specifically allowed by this Agreement.

There shall be no lockout of employees in the unit during the term of this Agreement.

ARTICLE 27

SAVINGS CLAUSE

Should any Article, Clause or Provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Article, Clause or Provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in force and effect for the duration of this Agreement. Should any Article, Clause or Provision of this Agreement be declared illegal, the parties may enter into discussion for a replacement Article, Clause or Provision upon written request by either party.

ARTICLE 28 NEGOTIATION OF A SUCCESSOR AGREEMENT

Reopening of the negotiations for a successor to this Agreement shall occur by written notice by one party to the other by January 15 of the year the Agreement expires.

ARTICLE 29

DURATION AND TERMINATION

ARTICLE 29

- A. This Agreement shall be effective on July 1, 2012, and shall remain in full force and effect through June 30, 2015.

JOB CLASSIFICATION BUMPING CHART*

OFFICE SUPPORT Communications Specialist LEED 2 Construction Management Department Secretary 4 Department Secretary 3 Department Secretary 2 Office Manager Financial Assistant Nutrition Services Office Manager – Nutrition Services Director's Secretary Secretary 3 Receptionist, Transportation Department Secretary 1 Secretary 2 Health Room Assistant Secretary 1 Bilingual Office Assistant – NS	CUSTODIAL Custodian 3 – Day Head – HS Custodian 2 – Day Head – MS Custodian 1 – Day Head – Elem Night Lead Custodian Day/Night Custodian	EDUCATIONAL ASSISTANTS Special Education Assistant 4 Special Education Assistant 3 Media Assistant Special Education Assistant 2 Special Education Assistant 1 Regular Educational Assistant 2
Human Resources Assistant 2 Department Secretary 2 – HR Director's Secretary HR Application's Secretary Receptionist/District Offices Secretary 2	NUTRITION SERVICE Nutrition Services Support Lead Cook 5 Cook 4 Cook 3 Cook 3 – Production Kitchen Cook 2 Cook 1 Catering Assistant Assistant Cook Kitchen Helper	Hispanic Community Outreach Worker Bilingual Assistant 2 Bilingual Assistant 1
Sub Dispatch Clerk	TRANSPORTATION Mechanic 3 Mechanic 2 Mechanic 1 Auto Service Worker	Regular Education Assistant 3 Tech Facilitator
Employee Benefits Assistant PERS Specialist Payroll Assistant 2 Financial Assistant 2 Payroll Assistant 1 Financial Assistant 1 Bookkeeper Receptionist Employee Benefits	MAINTENANCE AND TRADES Maintenance 4, Lead Maintenance 4 Maintenance 3, Lead Maintenance 3 - Locksmith Maintenance 3 Maintenance 2 Groundskeeper 2 Groundskeeper 1	Print Shop Operator 2 Print Shop Operator
Campus Security	Bus Driver Trainer Operation Specialist Dispatcher Bus Seat Repair Bus Driver Transportation Assistant	Warehouse 3, Nutrition Services Warehouse 2 Warehouse 1 Courier 2 Courier 1
Registrar – HS Registrar – MS	TECHNOLOGY Technology Customer Support 2 Technology Integration Data Technician Nutrition Services Technology Customer Support 1 Data Technician, OSP Data Technician, Transportation	
School to Work Consultant 2 School to Work Consultant 1		
Technology Acquisitions Assistant		

APPENDIX A

2012-2013 EDUCATIONAL ASSISTANTS PAY SCHEDULE

Pay Grade	1	2	3	4	5	6	7	8	9	10
A	This pay grade was deleted due to reclassification of Playground/Crossing guard Assistants									
B	\$14.23	\$14.64	\$15.07	\$15.51	\$15.97	\$16.44	\$16.92	\$17.42	\$17.93	\$18.46
C	\$14.62	\$15.04	\$15.48	\$15.94	\$16.41	\$16.89	\$17.38	\$17.90	\$18.42	\$18.96
D	\$14.93	\$15.36	\$15.82	\$16.28	\$16.76	\$17.25	\$17.76	\$18.28	\$18.82	\$19.37
E	\$15.19	\$15.64	\$16.10	\$16.57	\$17.06	\$17.56	\$18.07	\$18.61	\$19.15	\$19.72
F	\$21.68	\$22.32	\$22.98	\$23.65	\$24.35	\$25.07	\$25.82	\$26.58	\$27.37	\$28.18

JOB CLASSIFICATIONS

A	B	C	D	E	F
	<u>Transportation Assistant</u>	<u>Regular Education Assistant 2</u> Career Center Crossing Guard ISS Teen Mom <u>Bilingual Assistant 1</u> <u>Campus Security</u> <u>Special Education Assistant 1</u> ERC/LRC Evaluation Specialist Title <u>Special Education Assistant 2</u> Inclusion YTP	<u>Regular Education Assistant 3</u> Tech Facilitator <u>Hispanic Community Outreach Worker</u> <u>Bilingual Assistant 2</u>	<u>Media Assistant</u> <u>Special Education Assistant 3</u> Adapted PE DD Inclusion 2 SLC	<u>Special Education Assistant 4</u> <u>Certificated or Licensed</u> LPN SLPA

APPENDIX A

2012-2013
NUTRITION SERVICE
PAY SCHEDULE

Pay Grade	1	2	3	4	5	6	7	8	9	10
A	\$11.80	\$12.15	\$12.50	\$12.86	\$13.24	\$13.63	\$14.03	\$14.44	\$14.86	\$15.29
B	\$12.59	\$12.96	\$13.34	\$13.73	\$14.13	\$14.54	\$14.97	\$15.41	\$15.86	\$16.32
C	\$13.49	\$13.89	\$14.29	\$14.71	\$15.14	\$15.59	\$16.04	\$16.51	\$17.00	\$17.50
D	\$14.62	\$15.04	\$15.48	\$15.94	\$16.41	\$16.89	\$17.38	\$17.90	\$18.42	\$18.96
E	\$16.09	\$16.57	\$17.05	\$17.55	\$18.07	\$18.60	\$19.15	\$19.71	\$20.30	\$20.89
F	\$17.57	\$18.09	\$18.62	\$19.17	\$19.74	\$20.32	\$20.92	\$21.53	\$22.17	\$22.82
G	\$19.13	\$19.69	\$20.27	\$20.87	\$21.49	\$22.12	\$22.77	\$23.45	\$24.14	\$24.85

JOB CLASSIFICATIONS

A	B	C	D	E	F	G
<u>Kitchen Helper</u>	<u>Asst. Cook</u>	<u>Cook 1</u> <u>Catering Assistant</u>	<u>Cook 2</u> Elem Manager Satellite Manager	<u>Cook 3</u> MS Manager Production Kitchen	<u>Cook 4</u> HS Manager	<u>Support Lead</u> <u>Cook 5</u> HS Kitchen, Production Manager MS Kitchen, Production Manager

APPENDIX A

2012-2013 Transportation PAY SCHEDULE

Pay Grade	1	2	3	4	5	6	7	8	9	10
A	This pay grade was deleted due to reclassification of Transportation Assistants									
B	\$12.78	\$13.15	\$13.54	\$13.93	\$14.34	\$14.76	\$15.19	\$15.64	\$16.10	16.57
C	\$14.89	\$15.33	\$15.78	\$16.24	\$16.72	\$17.21	\$17.72	\$18.24	\$18.77	\$19.33
D	\$15.44	\$15.89	\$16.36	\$16.84	\$17.33	\$17.84	\$18.37	\$18.91	\$19.46	\$20.04
E	\$16.09	\$16.57	\$17.05	\$17.55	\$18.07	\$18.60	\$19.15	\$19.71	\$20.30	\$20.89
F	\$18.32	\$18.86	\$19.41	\$19.99	\$20.57	\$21.18	\$21.81	\$22.45	\$23.11	\$23.80
G	\$21.97	\$22.61	\$23.28	\$23.97	\$24.68	\$25.41	\$26.16	\$26.93	\$27.73	\$28.55
H	\$22.93	\$23.61	\$24.31	\$25.03	\$25.77	\$26.53	\$27.32	\$28.12	\$28.96	\$29.82

JOB CLASSIFICATIONS

A	B	C	D	E	F	G	H
	Auto Service Worker	Bus Driver Bus Seat Repair	Dispatcher	Bus Driver Trainer Operations Specialist	Mechanic 1	Mechanic 2	Mechanic 3 Mechanic Foreman

APPENDIX A

2012-2013 DEPARTMENT SUPPORT PAY SCHEDULE

Pay Grade	1	2	3	4	5	6	7	8	9	10
A	\$13.49	\$13.89	\$14.29	\$14.71	\$15.14	\$15.59	\$16.04	\$16.51	\$17.00	\$17.50
B	\$14.34	\$14.76	\$15.19	\$15.64	\$16.09	\$16.57	\$17.05	\$17.55	\$18.07	\$18.60
C	\$15.19	\$15.64	\$16.10	\$16.57	\$17.06	\$17.56	\$18.07	\$18.61	\$19.15	\$19.72
D	\$15.74	\$16.20	\$16.68	\$17.17	\$17.67	\$18.19	\$18.73	\$19.28	\$19.84	\$20.43
E	\$16.41	\$16.89	\$17.38	\$17.90	\$18.42	\$18.96	\$19.52	\$20.10	\$20.69	\$21.30
F	\$16.96	\$17.46	\$17.97	\$18.50	\$19.05	\$19.61	\$20.19	\$20.78	\$21.39	\$22.03
G	\$17.46	\$17.98	\$18.50	\$19.05	\$19.61	\$20.19	\$20.78	\$21.40	\$22.03	\$22.68
H	\$17.93	\$18.46	\$19.00	\$19.56	\$20.14	\$20.73	\$21.34	\$21.97	\$22.62	\$23.29
I	\$21.08	\$21.70	\$22.34	\$23.00	\$23.68	\$24.38	\$25.10	\$25.84	\$26.61	\$27.39
J	\$22.60	\$23.27	\$23.95	\$24.66	\$25.39	\$26.15	\$26.91	\$27.72	\$28.46	\$29.38

JOB CLASSIFICATIONS

A	B	C	D	E	F	G	H	I	J
	<u>Secretary 1</u> Receptionist HS Teacher YTP Bilingual Office Assistant, Nutrition Services	<u>Secretary 2</u> Attendance, MS ERC/LRC Bilingual CIM Counseling, MS Human Resources* Office <u>Health Room Assistant</u>	<u>Secretary 3</u> Athletic, HS Attendance, HS Counseling, HS Student Services <u>Department Secretary 1</u> Bilingual* Facilities* Transportation* <u>Receptionist</u> Admin Center* Employee Benefits* Transportation* <u>Bookkeeper</u> <u>Registrar, MS</u>	<u>Director's Secretary</u> Human Resources* Office of School Performance* Student Services* <u>Applications Secretary*</u> <u>Office Manager Nutrition Services</u> <u>Sub Dispatch Clerk</u>	<u>Office Manager 2</u> EM, MS HS* Facilities* Transportation* <u>Financial Asst. Nutrition Services*</u> <u>Dept. Secretary 2</u> Chief Technology Officer* <u>Executive Director Secretary</u> Facilities* Human Resources* Office of School Performance* Student Services* <u>Financial Assistant 1*</u> <u>Registrar HS*</u> Tech Acquisitions Assistant*	<u>Department Secretary 3</u> Assistant Supt* Chief Financial Officer* Public Relations Assistant* ELL/Migrant Ed* Student Services* <u>Financial Assistant 2*</u> <u>Payroll Assistant 1*</u>	<u>Department Secretary 4</u> Deputy Supt* Transportation* <u>Data Technician</u> Transportation* <u>Employee Benefits Assistant*</u> <u>Human Resources Assistant 2*</u> <u>PERS Specialist*</u> <u>Payroll Assistant 2*</u> <u>School to Work Consultant</u>	<u>School to Work Consultant 2</u> <u>Technology</u> Technology Customer Support 1* <u>Data Technician</u> Office of School Performance* <u>LEED 2</u> Construction Management*	<u>Technology</u> Technology Customer Support 2* Technology Integration* <u>Data Technician</u> Nutrition Systems Services* <u>Communication Specialist*</u>

*indicates 12-month position

APPENDIX A

2012-2013 CUSTODIAL PAY SCHEDULE

Pay Grade	1	2	3	4	5	6	7	8	9	10
A										
B (1)	\$12.85	\$13.23	\$13.61	\$14.01	\$14.42	\$14.84	\$15.28	\$15.72	\$16.18	\$16.66
B (2)	\$13.05	\$13.43	\$13.81	\$14.21	\$14.62	\$15.04	\$15.48	\$15.92	\$16.38	\$16.86
C (1)	\$13.25	\$13.64	\$14.04	\$14.45	\$14.87	\$15.30	\$15.75	\$16.22	\$16.69	\$17.18
C (2)	\$13.45	\$13.84	\$14.24	\$14.65	\$15.07	\$15.50	\$15.95	\$16.42	\$16.91	\$17.38
D	\$16.51	\$16.99	\$17.49	\$18.00	\$18.53	\$19.08	\$19.64	\$20.22	\$20.82	\$21.43
E	\$17.18	\$17.69	\$18.21	\$18.75	\$19.30	\$19.87	\$20.45	\$21.05	\$21.68	\$22.32
F	\$17.93	\$18.46	\$19.00	\$19.56	\$20.14	\$20.73	\$21.34	\$21.97	\$22.62	\$23.29

JOB CLASSIFICATIONS

A	B	C	D	E	F
	Day B1 **Night B2 <u>Custodian</u> Elementary, Middle, & High	Night Lead C1 **Night Lead Swing C2 <u>Custodian</u> Middle & High	<u>Custodian 1</u> Head Day Custodian Elementary	<u>Custodian 2</u> Head Day Custodian MS	<u>Custodian 3</u> Head Day Custodian HS

**Includes .20 an hour differential

APPENDIX A

2012-2013 MAINTENANCE AND TRADES PAY SCHEDULE

Pay Grade	1	2	3	4	5	6	7	8	9	10
A	\$12.85	\$13.23	\$13.61	\$14.01	\$14.42	\$14.84	\$15.28	\$15.72	\$16.18	\$16.66
B	\$14.62	\$15.04	\$15.48	\$15.94	\$16.41	\$16.89	\$17.38	\$17.90	\$18.42	\$18.96
C	\$15.44	\$15.90	\$16.36	\$16.84	\$17.34	\$17.85	\$18.37	\$18.91	\$19.47	\$20.04
D	\$17.21	\$17.71	\$18.23	\$18.77	\$19.32	\$19.89	\$20.48	\$21.08	\$21.70	\$22.34
E	\$17.61	\$18.13	\$18.66	\$19.21	\$19.78	\$20.36	\$20.96	\$21.58	\$22.21	\$22.87
F	\$20.14	\$20.73	\$21.34	\$21.97	\$22.62	\$23.29	\$23.98	\$24.69	\$25.42	\$26.17
G	\$24.58	\$25.31	\$26.06	\$26.83	\$27.62	\$28.44	\$29.28	\$30.15	\$31.05	\$31.97
H	\$25.32	\$26.07	\$26.84	\$27.63	\$28.45	\$29.29	\$30.16	\$31.06	\$31.98	\$32.93

JOB CLASSIFICATIONS

A	B	C	D	E	F	G	H
<u>Groundskeeper 1</u>	<u>Courier 1</u>	<u>Courier 2</u>	<u>Warehouse 2</u>	<u>Maintenance 3</u>	<u>Maintenance 3, Lead</u>	<u>Maintenance 4</u>	<u>Maintenance 4, Lead</u>
	<u>Groundskeeper 2</u>	<u>Print Shop Operator</u>		<u>Maintenance 3 - Locksmith</u>			
	<u>Maintenance 2</u>	<u>Warehouse 1</u>		<u>Warehouse 3 - Nutrition Services</u>			
				<u>Print Shop Operator 2</u>			

CONTRACT AGREEMENT
BETWEEN
HILLSBORO SCHOOL DISTRICT
AND

HILLSBORO CLASSIFIED UNITED, LOCAL 4671, AFT-OREGON, AFT, AFL-CIO

This contract is made and entered into this July 24, 2012, by the Hillsboro Classified United, Local 4671, AFT-Oregon, AFT, AFL-CIO, and the Hillsboro School District.

In witness thereof, the parties listed below hereby affix their signatures.

FOR THE UNION:

Carol Conner, President Hillsboro Classified United Local 4671	Date
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Ynona Johnson, Vice President, Collective Bargaining Hillsboro Classified United Local 4671	Date
--	------

FOR THE DISTRICT:

Janeen Sollman, HSD Board Chairperson	Date
--	------

Mike Scott, HSD Superintendent	Date
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MEMORANDUM OF AGREEMENT

Between
Hillsboro Classified United, Local 4671, AFT-Oregon, AFT, AFL-CIO
and
Hillsboro School District
Re-Employment of Retired Employees
CLASSIFIED STAFF

Employees who retire from the Hillsboro School District during the school year and who are subsequently rehired by the District, at the District's discretion, are members of the bargaining unit represented by the Hillsboro Classified United, Local 4671, AFT-Oregon. All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re-employed unit members, except those rights and/or benefits expressly set forth below as exclusions:

- A. Employees who qualify may choose to retire under PERS guidelines and continue to work for the District, not to exceed one additional school year from the date of retirement or at the discretion of the District. Employees will receive all privileges as members under this collective bargaining agreement with the following exceptions:
 - 1) No paid Holidays
 - 2) No employee benefits - insurance
 - 3) No provisions under Article 22 - Professional Development
 - 4) No vacation days
 - 5) District will notify the retiree by February 1 if they will be rehired for the following year.
- B. Employees will be given one (1) day of paid sick leave per month worked for the balance of the current year which would accumulate.
- C. Employees shall have the following paid leaves: bereavement and family illness.
- D. Rehired retirees shall be placed no higher than step 8 or at a lesser step based on experience, and shall not advance beyond step 8.
- F. This Memorandum shall become effective upon execution for the 2012-2013 school year by the parties and renewed or amended with the agreement of the parties.

Carol Conner, President, HCU

Date

Mike Scott, Superintendent, HSD

Date

MEMORANDUM OF AGREEMENT
Between
Hillsboro Classified United, Local 4671, AFT-Oregon, AFT, AFL-CIO
and
Hillsboro School District

The Hillsboro School District (hereinafter referred to as the "District") and Hillsboro Classified United, Local 4671, AFT-Oregon, AFT, AFL-CIO (hereinafter referred to as "HCU") have reached the following agreement regarding activity trips performed by transportation staff:

1. Paragraph E.1 (Transportation) in Article 15 Compensation shall be modified to read:

"Activity trips, field trips and shuttles will be paid at the same hourly rates as the employees' regular rate. When assigned such trips, a standby rate will be paid to employees when they are in standby status. Standby status is defined as when the driver reaches the intended destination, unloads all passengers, has parked, ended driving duties, and the pre-and post-trip checks have been completed. Effective July 1, 2012, the standby rate shall be equal to Step 1 of the bus driver pay grade.

2. A Labor-Management Committee in the Transportation Department shall be established for the purpose of developing better communication practices and to provide a mutually beneficial relationship through the use of ongoing communications. The committee shall be composed of members from the District's transportation management team and HCU transportation building representatives.
3. The District shall be committed to utilizing the Transportation Department for activity/athletic trips. However, the District may utilize charter buses for up to twelve (12) trips on a school year basis. Additionally, charter buses may be used for all trips that are privately funded. Privately funded trips are defined as those trips for which the District would not have otherwise provided funding.
4. HCU understands the District's need to establish criteria that is most economical when designating when an activity trip is either a "drop and return" or a "drop and stay" trip, and that the following considerations will be taken into account when making such designations:
 1. The amount of time for the activity
 2. Drive time for the trip
 3. Driver availability

This Memorandum shall become effective upon ratification by the respective constituents to the collective bargaining agreement between the parties.

Carol Conner, President, HCU

Date

Mike Scott, Superintendent, HSD

Date

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