



# CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

*Between the*

**Beaverton School District and the  
Oregon School Employees Association**

**Chapter 48, AFT Local 6732**

The District adheres to all state and federal employment laws.

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**• Classified •**  
**Collective Bargaining Agreement**  
**Between the**  
**Beaverton School District No. 48**  
**and the**  
**Oregon School Employees Association**  
**Chapter 48, AFT Local 6732**

**July 1, 2017 – June 30, 2020**

**T** HIS AGREEMENT ENTERED INTO THIS 1ST DAY OF JULY 2017 BY AND BETWEEN THE OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 48, HEREINAFTER CALLED THE “ASSOCIATION”, AND THE BEAVERTON SCHOOL DISTRICT 48, BEAVERTON, OREGON, HEREINAFTER CALLED THE “DISTRICT”.

**WITNESSED:**

In Witness Whereof, the parties have caused this Agreement to be signed by their respective representative.

By: *Anna Taylor*  
Anna Taylor  
Chapter President, OSEA Beaverton 48

By: *Anne Bryan*  
Anne Bryan  
School Board Chair

Date: *July 1, 2017*

Date: *July 1, 2017*

**CHAPTER 48, OREGON SCHOOL  
EMPLOYEES ASSOCIATION**

**SCHOOL DISTRICT 48,  
BEAVERTON, OREGON**

Anna Taylor, Chapter President, OSEA Beaverton 48  
Kim Bonner, OSEA Field Representative  
R. Martin Slater, Bus Driver/ Negotiation Chair  
Kristen Croft, Special Education Program Asst.  
Diane Egan, Nutrition Services Lead  
Dianna Hess, Special Education Management Secretary  
Jeff McCallum, Custodial Foreman  
Susanne Pope, Computer Support Technician

Anne Bryan, School Board  
Sue Robertson, Chief Human Resource Officer  
Carl Mead, Deputy Superintendent Operations  
Claire Hertz, Chief Financial Officer  
Ronda Haun, Administrator of Classified Personnel  
Susan Arakelian, Nutrition Services Administrator  
Craig Beaver, Transportation Administrator  
Rafael Montelongo, Principal  
Nathan Potter, Facilities Administrator  
Danielle Sheldrake, Exec. Admin. of Student Services

## **ARTICLE 1**

### **RECOGNITION**

- A. The District recognizes the Association as the appropriate bargaining agent for the purposes of collective bargaining with respect to wages, hours and related conditions of employment as set forth in the Public Employee Collective Bargaining Act on behalf of all classifications of classified employees who have been designated by the Employment Relations Board as members of this bargaining unit, but excluding all administrative, supervisory, and confidential personnel, teachers, substitute teachers, school nurses, and substitute classified employees.
- B. **Substitutes and temporary employees**
1. Substitute employees are employees hired to 1) fill in for a regular employee who is absent due to injury, illness or an approved leave or 2) fill a short term need up to 60 business days in a specific position. Substitute employees are eligible for temporary status after 60 business days.
  2. Temporary employees are hired to fill a short-term need for a period of no more than one year.
  3. If a temporary employee is hired back the next school year cycle, without a break in employment, into the same job title he/she will be considered a regular employee, with seniority retroactive to the original temporary hire date.
  4. When there exists a need for the employer to analyze the need for a one-on-one assistant for a special needs child, the District may hire an employee on a substitute basis for a trial period of no more than 60 business days. After that time the position must be made regular or may be continued as temporary for the remainder of that school year or less. It is understood that employment ends with the termination of the temporary position.
  5. A PERS retired employee who is rehired shall be either a substitute under #1 above or shall be a temporary employee in the bargaining unit, hired for periods of no more than one year.
  6. Temporary employees become bargaining unit members effective the first day of their employment as a temporary. They are covered by all provisions of this contract except Article 15, Layoff and Recall and Article 20, Tuition Reimbursement.
  7. If a specific position is initially identified as temporary and that same position is continued beyond one school year cycle, it will become a regular position and will be filled as such.

## **ARTICLE 2**

### **ASSOCIATION RIGHTS & RESPONSIBILITIES**

The Association, as long as it is the recognized and certified bargaining representative for classified personnel regarding employment relations, shall have the following rights:

- A. Upon request, the District shall make available to the Association public information concerning the District directly related to matters covered in this Agreement, a list of staff by October 31, as well as salary schedules of the bargaining unit employees and number of employees at each step. The Board may make a reasonable charge when special services are required beyond normal operation.

- B.** The President and building representatives of the Association may use the District classified mail boxes and e-mail for communications of a routine nature. Such communications shall not, as determined by the administrator in charge of the building in question, disrupt the educational process; cause unlawful activities; be used for airing of labor disputes; or interfere with the authority of the Board or administration. The administrator may require that particular notices or communications not be available to students, the public, or employees of the District who are not in the classified bargaining unit.

As a courtesy, a copy of such communications shall be given to the building principal, supervisors, and Human Resources in advance of its distribution through the District mail service and e-mail or classified mailboxes.

- C.** The Association shall be provided reasonable bulletin board space for classified personnel communications of a routine nature by the building administrator subject to the same limitations and conditions contained in Section B of this Article. The Association may use District office equipment to reproduce Association newsletters and notices for distribution to Chapter 48 members. Such use shall occur during non-duty hours and at times that the office equipment is not in use for school related purposes. Copies of such communications shall be given to the building principal, supervisors and Human Resources in advance of its distribution. The Association will reimburse the District for the cost of operation and supplies utilized.

- D.** The Association may transact official Association business in District buildings during non-working hours, provided it does not interfere with or interrupt classes or other normal school and District operations and with the advanced knowledge and approval of the building principal or administrator. The Board may make a reasonable charge, excluding rent, when special services are required beyond normal operation. The content of meetings is subject to the same limitations as contained in Section B of this Article.

**E. Time for Association Business**

1. The president of OSEA, Chapter 48 (or designee) and up to ten (10) delegates will have available temporary leave of up to two days, without pay, to attend one Association conference or convention each school year which is directly related to their occupational interests. Permission for such leaves will be considered on the basis of the following criteria:
  - a. Participation in the Association activity will be beneficial to the District and its program;
  - b. Elected delegates of OSEA Chapter 48 will be given priority;
  - c. Absence of the staff member will result in minimum disruption of the employee's District assignment.

Requests for leave should be submitted in writing to the Administrator for Classified Personnel with a copy to the immediate supervisor at least two weeks before the date of leave. The Association will work with the Administrator for Classified Personnel to expedite processing when circumstances so require. The Association may request additional leave, without pay, for the purpose of attending national conferences. Approval of such leave, without pay, shall be at the discretion of the District.

2. It is understood that OSEA will conduct business during non-work time. However, Chapter officers, delegates, committee chairpersons or other involved members may request OSEA time release in addition to that provided in E.1 when necessary to attend local OSEA meetings or otherwise provide leadership to the Chapter at times during the employee's regular work day. The supervisor will consider each request for release time, taking into consideration the availability of a suitable substitute or possibility for rescheduling the work to another date or time. Any cost incurred for substitute time will be borne by the Association.
3. OSEA representatives who are scheduled by the District to meet during their normal work hours for purposes such as a required District committee, grievance hearings or disciplinary will be paid their normal rate of pay by the District. OSEA representatives who are scheduled to meet during their normal working hours for the purpose of negotiation meetings shall not suffer a loss of pay and will be compensated by OSEA. Meetings where OSEA representatives appear at request of an employee, if appropriate, are not included as meetings under the terms of this Subsection of Article 2 and will be in unpaid status.

**F.** The OSEA will reimburse the District for the salary and fixed charges (i.e. retirement, social security, group insurance, and state accident insurance) of the replacement employee retained pursuant to sections E and H at a percentage proportionate to the amount of the release time requested. The Payroll Office shall be responsible for computing the appropriate reimbursement amount and sending a written billing to the OSEA. Reimbursement by OSEA shall be made to the District by June 15 of the year the release time was taken.

1. OSEA representatives who are scheduled to meet during their normal working hours for the purpose of negotiation meetings will submit a request for OSEA to pay time release and shall not suffer a loss in pay.
2. OSEA will have available part-time OSEA time release (up to two days per week) of a member. Such a release will be cooperatively developed with the Chapter and the District.

**G.** The Association President shall receive the agenda and related information for the public meetings of the School Board.

**H. Fair Share and Dues**

1. Pursuant to ORS 243.650 (10) and (16), the District will deduct OSEA dues and fair share fees from the wages, as indicated on the salary notice, of employees.
2. OSEA will hold the District harmless from any and all claims, orders, or judgments against the District as a result of deductions made and transmitted under this section, including for any unlawful expenditure of fair share fees, provided that the District gives timely notice of any such claim to OSEA and cooperates with OSEA and its designated counsel in defense of the claim.
3. The grievance and arbitration procedure of this agreement shall not be utilized to resolve any dispute brought by any member of the bargaining unit arising out of this article. It is understood that disputes between bargaining unit members and OSEA related to the amount

of fair share assessments are subject to the filing of an unfair labor practice complaint.

4. Employees who meet the requirements of ORS 243.666 may pay an amount equivalent to OSEA dues to a non-religious charity or another charitable organization mutually agreed upon by the employee and OSEA when the employee wishes to do so because of bona fide religious tenets or teachings of a church or religious body of which the employee is a member.
  5. Each year, OSEA will notify the District of any change in the dues or fair share amount. OSEA will comply with state and federal law related to rebating any excess fair share payments.
  6. If any provision of the fair share requirement is found to be unlawful by a court or agency of competent jurisdiction, the remainder of this article shall continue in full force and effect.
  7. Each month the District will notify the OSEA State Office of employees hired since the previous billing statement, terminated employees, and employees on leave.
- 
- I. Contingent upon the daily needs of their buildings, swing shift employees shall be allowed to attend Association meetings during their working hours. Time missed shall be mutually rescheduled within the workweek with the supervisor prior to the leave. It is recognized that the security of the building and pre-scheduled events have priority. Supervisors reserve the right to determine how many employees may be gone at a time.
  - J. There will be no whole department contracting out for the life of this contract. This provision does not become status quo after the expiration of this contract.

### **ARTICLE 3**

## **MANAGEMENT RIGHTS & RESPONSIBILITIES**

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the constitution of the State of Oregon including but not limited to the right:

- A. To the executive management and administrative control of the school system and properties and facilities and the duty hour activities of its employees.
- B. To hire and assign all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment or their discipline, dismissal or demotion and to promote and transfer all such employees.
- C. To create new jobs, change the content of existing jobs or eliminate jobs, when in its judgment such action is in the District's interest to do so.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices and the use of judgment and discretion shall be limited only by the specific and expressed terms of this Agreement and then only to the extent that such specific and expressed terms are in conformance with the constitution and laws of the State of Oregon and applicable Federal laws.



## **ARTICLE 4**

### **UNSATISFACTORY PERFORMANCE / DISCIPLINE / DISMISSAL**

The District reserves the right to demote or dismiss any employee for unsatisfactory performance or where other circumstances warrant such action. Employees are protected by the Whistle Blower Performance Act (WBPA).

Where the District determines that the nature of the offense is such that the unsatisfactory behavior or performance of the employee can be corrected and warrants continuance of employment, the following due process shall be followed:

- A. The employee shall be informed of the unsatisfactory behavior or performance by the supervisor, and be given an opportunity to correct the deficiencies.
- B. An employee will be provided notice of the general reason for any investigatory or disciplinary meeting and reasonable time to arrange for representation.
- C. Where the problem is unsatisfactory performance, the employee will be provided, in a written Plan of Assistance, specific examples, expected standards and time limits for the correction of the deficiencies, and the consequences should the deficiencies not be corrected to the satisfaction of the District.
  1. The Association will be informed when an employee is being placed on a Plan of Assistance. An Association Representative will be present during the initial meeting to review a draft Plan of Assistance, unless the employee waives this representation.
  2. The supervisor and the employee will sign the Plan of Assistance which shall be placed in the employee's personnel file. The employee may attach a written statement of explanation to the plan.
  3. Throughout this process, all employees have a right to Association representation.
- D. When the District administration recommends unpaid suspension, dismissal or demotion the following will apply:
  1. The unpaid suspension, dismissal or demotion is the result of the employee's failure to meet standards of performance or conduct that the employee knew or should have known.
  2. All expectations will be reasonably related to the orderly, effective, and safe operation of the District and the District's ability to meet its responsibilities to the students and citizens.
  3. Employees shall be held to standards and expectations, based upon the requirements of their position, as well as standards customarily accepted in the field of work in which the employee is employed.
  4. The investigation or determination of facts regarding the employee's conduct or performance shall be conducted fairly and thoroughly.
  5. There shall exist sufficient evidence of the employee's failure to meet standards or expectations to warrant unpaid suspension, dismissal or demotion.
  6. The District shall consider the employee's prior work record prior to determining the level of

discipline, or dismissal that shall be imposed.

7. Information not already contained in an employee's personnel file that is used for a disciplinary action, must be reduced to writing and shared with the employee before any disciplinary process occurs.

E. An employee who has been demoted or dismissed or given an unpaid suspension shall be entitled to a hearing, as outlined below, if a written request is filed with Human Resources within 15 calendar days of the notice of suspension, dismissal or demotion.

1. Upon receiving such a request, Human Resources shall arrange for evidence to be heard by an independent, mutually selected hearings officer who will produce findings of fact, conclusions, and a recommendation regarding unpaid suspension, dismissal or demotion. The hearing will be recorded and the testimony at the hearing transcribed for school board review, if necessary. The District will make an effort to schedule the hearing so that at least one member of the school board can attend and hear the evidence in person. The cost of the hearings officer will be borne equally between the District and the Association.
2. If either the employee or the District wishes to challenge the recommendation of the hearing officer, notice shall be given to the Board within five (5) days of receipt of the hearing officer's report. The Board will schedule time during an executive session within 30 days of receipt of the request for a hearing. The Board will review the hearing officer's report, exhibits, review testimony presented at the hearing, and hear oral argument from the administration and from the employee and/or representative.
3. The Board will then vote in open session to affirm, reverse, or modify the hearing officer's recommendation.

F. The Board hearing outlined in Section E shall be the sole remedy for an employee challenging an unpaid suspension, or demotion. Suspension or demotion is not subject to the grievance procedure of this agreement, nor to any review by the Employment Relations Board or any other court or agency.

G. Employees may seek review of dismissal by the Employment Relations Board. The decision of the Employment Relations Board shall be final and binding on the employee and the District. Dismissal is not subject to the grievance procedure of this agreement, nor to any review by any other court or agency.

Where the District determines that the nature of the offense is such that an administrative leave is necessary, the employee will be immediately relieved of duty until such charges are investigated by Human Resources and a decision is made regarding the appropriate discipline, if any. If the employee is cleared of any wrongdoing, the employee shall be reinstated without loss of pay or accrued benefits.

Prior to discharge or demotion as a result of unsatisfactory performance, an employee shall be given the reason such action is to be taken.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURES**

The following grievance procedures shall apply to classified employees in the bargaining unit. There shall be no restraint, coercion, interference, or discrimination or reprisal exerted by either party on any employee concerning the filing of a grievance.

For prompt and equitable resolution of employee complaints alleging discrimination, please refer to BSD Administrative Regulation AC located on the BSD website. For information on harassment complaint procedures, refer to BSD Administrative Regulations GBN/JBA, GBNA or JFCF located on the BSD website.

#### **A. Definitions**

1. A “grievance” is a contention or a claim by a classified employee or a group of classified employees who allege a violation of the same article under the same circumstances, that there has been to him/her/them a personal loss or injury resulting from a violation of the terms of this Agreement.

A grievance shall not include, and this grievance procedure shall not apply to any of the following:

- a. Any matter as to which the District is without authority to act.
  - b. Any attempt to change or amend this Agreement.
  - c. Any matter governed by Board Policy or Administration Regulation.
  - d. Evaluations of employee performance are not grievable.
  - e. Any matter not included within the Collective Bargaining Agreement is not grievable.
2. An “aggrieved” is a classified employee or a group of classified employees who allege a violation of the same article under the same circumstances, who initiate(s) a grievance, provided that the classified employee or group must be directly injured as defined above by the conduct complained of in the grievance. A classified employee not directly affected by a ruling or interpretation of this Agreement is not an injured person as defined above. A classified employee may have his/her grievance adjusted or resolved (including the dismissal thereof) without the intervention of the Association if:
    - a. the adjustment is not inconsistent with the terms of this Agreement; and
    - b. the Association President has been notified; and
    - c. the Association has been given opportunity to be present at the adjustment.
  3. The Association may file a grievance as long as the grievance states it is filed on behalf of at least one named unit member. In addition to the above, the Association may also initiate grievances where it alleges a violation with respect to its organizational rights provided for it by name in this Agreement.
  4. The term “days” shall mean business days. Weekend or vacation days are thus excluded, except that, between May 1 and the start of the following school year, the time limits shall consist of all calendar days so that the matter may be resolved expeditiously before the start

of the next school term (unless an extension is agreed to by written mutual consent) or as soon thereafter as is practicable.

## **B. LEVELS AND STEPS**

### **LEVEL I - Supervisor/Director (Appendix C)**

#### **Step 1 (Informal Conference)**

Since the purpose of this grievance procedure is to settle equitably and informally if possible, at the lowest possible administrative level, disputes constituting a grievance, a thorough discussion of the claim shall be conducted by the aggrieved and the supervisor to seek grounds for the resolution of the problem. The grievant shall advise the administrator or supervisor prior to the end of this conference that these discussions constitute the "informal conference". If the Association is the aggrieved under Section A.3 above, this conference will be held with the Administrator of Classified Personnel.

#### **Step 2 (Formal Conference)**

In the event the problem has not been resolved at Level I, Step 1, the aggrieved shall, within ten (10) days after the informal conference, prepare a written statement (using the Grievance Record form located in Appendix C of this contract) of such fact constituting the complaint and setting forth:

- a. the nature of the grievance,
- b. the nature and extent of the injury or loss,
- c. the results of previous discussions of the grievance,
- d. his/her dissatisfaction with the decision rendered at the informal conference, and
- e. the remedy sought,

The grievance record form shall be furnished to the Administrator of Classified Personnel who shall, within ten (10) days of receipt of the complaint, meet with the grievant and the appropriate administrator or supervisor and attempt to resolve the matter. Within five (5) days of the formal conference the Administrator of Classified Personnel shall prepare a written statement of the reasons for his/her decision.

#### **Step 3 (Appeal)**

Within ten (10) days of receipt of the decision or within ten (10) days after the formal conference held at Step 2, whichever is later, the aggrieved may file an appeal in writing to the Chief Human Resource Officer setting forth the grounds upon which the grievance is based and the reasons why the aggrieved considers the decision rendered at Level I, Step 2, to be unacceptable. Copies of the decision and statement of reasons from Step 2 above shall be filed with the appeal.

### **LEVEL II – Chief Human Resource Officer**

Within ten (10) days after receiving the appeal, the Chief Human Resource Officer shall review the facts in the case and the decisions rendered at previous steps in the grievance procedure and communicate his/her decision in writing to the grievant.

Within ten (10) days of receipt of the decision, the aggrieved may file an appeal in writing to the Superintendent setting forth the grounds upon which the grievance is based and the reasons why the

aggrieved considered the decision rendered at Level II to be unacceptable. Copies of the decision and statement of reasons from Level II shall be filed with the appeal.

### **LEVEL III - Superintendent and Board**

#### **Step 1 (Hearing)**

Within ten (10) days after receiving the appeal, the Superintendent or his/her designee shall meet with the grievant and the Chief Human Resource Officer to discuss their respective positions on the matter.

#### **Step 2 (Recommended Decision)**

Within ten (10) days following the conclusion of the meeting, the Superintendent shall recommend a decision to the Board.

#### **Step 3 (Board Decision)**

The Board shall act on said recommendation on or before the date of its next regular meeting; provided that if it is received less than ten (10) days prior to such meeting, it shall act there on or before the date of its second regular meeting following such receipt. Its decision shall be written and shall be furnished to the parties.

### **LEVEL IV – Arbitration**

#### **Definition of Grievances Subject to Arbitration**

Insofar as the Board's decision is alleged by the aggrieved to be a violation of a specific provision of this Agreement and does not involve claims of discrimination in violation of State or Federal employment discrimination statutes, the aggrieved may request that such decision be submitted for binding arbitration. (Discrimination claims are excluded because of the adequate State and Federal administrative and judicial remedies applicable for redress of such claims.) Submission for binding arbitration must be with the concurrence of and by the Association. In such cases, the following procedure shall apply:

#### **Step 1 (Notification of Intent to Appeal and Preparation of Submission Agreement)**

Within ten (10) days of the date of the Board's decision, the Association shall notify the Chief Human Resource Officer of its intent to appeal the grievance to arbitration. Thereafter, the representative of the Association and the Chief Human Resource Officer shall meet to prepare a formal statement of the issue to be submitted to the arbitrator. If, after ten (10) days from receipt of the Notification of Intent to Appeal, agreement is not reached on the issue to be submitted to the arbitrator, each party may draft its own description of the issue to be arbitrated.

### Step 2 (Selection of Arbitrator)

Within ten (10) days of the date of the Association's notification of intent to appeal, the District and the Association shall attempt to agree upon a mutually acceptable arbitrator who will make a commitment to serve. If none has been obtained within said period, then within the following ten (10) days either the Association or the Board may request that the American Arbitration Association furnish a list of seven (7) arbitrators, and the selection of the arbitrator shall be in accordance with the voluntary labor arbitration rules of the AAA, except that if the parties cannot agree upon an arbitrator from the first list submitted, the AAA shall submit up to two additional lists so that a mutually acceptable arbitrator can be selected.

### Step 3 (Arbitration Hearing)

The arbitrator shall confer with the representatives of the parties and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date final statements and proofs on the issues are submitted to him/her. The arbitrator shall limit himself/herself to the issue(s) submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted in accordance with the definition of grievances subject to arbitration. The arbitrator may not add to, subtract from, or amend the terms of this Agreement and shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement, nor may an arbitrator substitute his judgment for that exercised by an administrator or the Board on any matter reserved to management under the terms of this Agreement. Insofar as his/her decision involves only matters subject to arbitration as above defined and is based on substantial evidence, such decision shall be final and binding on the aggrieved, all personnel of the District and the parties of this Agreement. The costs for the services of the arbitrator, including per diem fees and actual and necessary travel and subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

## C. GENERAL PROCEDURES

1. The aggrieved, who must be present at all steps of the procedure, may be represented at all steps of the grievance procedure by himself/herself or may at his/her option also have a representative of the Association present to represent him/her.
2. The number of days indicated at each level should be considered maximum and every effort should be made to expedite the process. However, it may at times become necessary to extend time limits. To be effective, these extensions must be mutually agreed to in writing by the parties involved at any time.
3. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit grievant 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 limit shall be deemed to be acceptance of the decision rendered at that step.
4. Except as otherwise provided by law, a classified employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or State or Federal administrative remedies for the conduct complained of, and failure to do so shall preclude resort to such other remedies.
5. In order to be considered under this procedure, each grievance must have been initiated at Level I Step 1 within fifteen (15) business days of the occurrence of the cause for complaint, or, if the

aggrieved could not have had knowledge of said occurrence at the time of its happening, then within fifteen (15) business days of the first such knowledge.

6. Any grievance based upon an event or condition relating to an alleged violation of the terms of this Agreement which is not under jurisdiction of a supervisor shall be presented to the appropriate administrative authority. Any aggrieved may request, in writing, a conference with the supervisor or administrator who has approved the action which has caused him/her to be aggrieved. If the matter is not resolved by such conference, the aggrieved shall submit a statement which sets forth the basis and the particulars of his/her grievance as specified in Level I, Step 2.
7. The parties agree that the grievance procedures in this contract are intended to be used to resolve all issues about what the contract means. Because there is an arbitration provision that leads to a final and binding decision as to the interpretation of the contract, the parties agree that the grievance and arbitration procedure will always be used when it is available in lieu of other types of actions which raise an issue of contract interpretation.
8. Except as otherwise provided by law, meetings and hearings under this procedure shall not be conducted in public and shall include only such representatives of the District, the grievant(s) and their designated or selected representatives heretofore referred to in this Article.

## **ARTICLE 6**

### **NO STRIKE PROVISION**

Neither the classified association nor the classified personnel represented thereby will authorize, cause, engage in or sanction any form of concerted work stoppage or slowdown during the length of the contract. The classified Association and classified personnel will act in conformance with the provisions of ORS 243.650 to ORS 243.782 governing strike. In the event of a teacher's strike, there shall be no lockout of classified employees. Adjustments in work schedules or duties due to a strike shall not be deemed a lockout. In consideration for which, classified employees will continue to report for work where scheduled or be deemed on strike in violation of this Agreement.

## **ARTICLE 7**

### **LABOR MANAGEMENT**

The objective of this process is to promote open communication and mutual respect so that issues can be resolved in the best interests of the employees and the District.

The District agrees to meet monthly with the president of the OSEA and the OSEA representative to discuss issues and concerns. Up to one additional OSEA member may be included in the monthly meetings. Concerns that need to be pursued may be appointed to an Ad Hoc Committee for resolution. Members of the Ad Hoc Committee will be appointed by the Superintendent or designee and the president of OSEA. It is understood that these meetings are not a continuation of negotiations. This Article does not take precedence over any other article.

## **ARTICLE 8**

### **PLACEMENT / ADVANCEMENT ON SALARY SCHEDULE / COMPENSATION**

#### **A. Work Calendar**

The District retains the right and authority to change the days on which school shall be held and make other adjustments to the calendar as may be required. In the event adjustments are made to said calendar, the salary of classified personnel set forth in the salary schedule included in this Agreement shall be adjusted for the added or deleted days on the basis of the classified employees' daily rate under said salary schedule.

- B.** Exempt employees assigned a work calendar fewer than 260 days per year will be paid per diem for any additional days worked (not traded) beyond the start or the end of their work calendar and at the direction of their supervisor.

#### **C. Step Placement**

The District will establish the beginning step placement for newly hired employees on the current salary schedule. The following criteria will be taken into consideration: years of relevant experience, education and training, availability of qualified candidates in the labor market, salary history and step placement of current incumbents.

The District and the Association agree that the placement of newly created positions and existing positions on the salary schedule shall be determined primarily by means of a position review process. The employee or supervisor may initiate the review process by filing an application with the Human Resource Department. The Position Review Committee will meet as needed throughout the year. The OSEA Field Representative and Chapter President will be notified of all newly created positions as well as plans to significantly modify existing positions where a change in salary placement is expected. The above OSEA representatives will review the results of all outcomes before implementation. At OSEA's request, the District and OSEA will meet to discuss any perceived discrepancies and to reach mutual agreement on appropriate placement.

#### **D. Advancement on the Salary Schedule**

1. If a new employee is placed higher than step 4, the Human Resources Department shall notify the OSEA President.
2. Each eligible classified employee who has been in a paid status a minimum of 75 percent of the scheduled work year during the immediately preceding school year, shall be advanced one step on the appropriate salary schedule. Days of absence caused by job-related illness or injury qualifying for Workers' Compensation shall be counted as days worked for the purpose of determining the employee's eligibility for advancement on the salary schedule. Exceptions to the minimum number of days required for advancement on the salary schedule may be made at the discretion of the Administrator of Classified Personnel.

#### **E. Change in Position**

When a classified employee changes position, or has a position added, either within or outside of their salary schedule, (e.g. Support Services, Custodial, Food Services), and the change is



considered by the District to be a promotion, the employee will be moved to the comparable salary step on the new salary range which is the greater of:

1. Step 1 on the new salary range; or
2. At least one step but no more than three steps higher on the old salary range.
3. Because the employer retains the right to place new employees up to step 9 of the salary schedule, it is understood by the parties that nothing in this article limits the employer's ability to place a promoted employee on a step higher than the above language would normally dictate. The decision of the District to go above the pay level required by D1 and 2 is not subject to grievance.

When an employee is transferred, or has a position added, and it is a comparable or lesser position as determined by the District, and the transfer is non-disciplinary, the employee shall be placed on the lower range at the step that most closely equals the employee's present salary but in no event at a salary that exceeds the top step of the salary range for the new position.

Except in the case of layoff and bumping, the District will not make unilateral, non-disciplinary demotions that result in lower pay.

If a transfer to a lower position is disciplinary as determined by the District, the employee shall be placed on the lower range at the step closest to his/her previous position.

#### **F. Workplace Closure Due to Inclement Weather or Natural Disaster**

If the District determines schools are to be closed to students but not to all staff, then classified employees report, and/or complete their designated shift. If employees are unable to report, or must leave early, then available Personal Time Off leave may be used.

If the District determines schools and offices are to be closed to both students and staff, classified employees who are available to work will be paid their normal daily rate for the duration of the closure. If the employer chooses to adjust the school calendar to make up for the missed days, employees may be expected to work the additional days without further compensation. If an employee was unpaid during a closure but is expected to work any make up days, the employee will be paid at his/her regular rate of pay for any additional days/hours worked. A regular day is defined as the number of contract hours on the employee's salary notice. A District-designated crew will report or remain on duty as needed by the District. The designated crew will be compensated at double time for work performed during the closure period. See call back chart. (Article 8.G)

#### **G. Normal Work Schedule**

Employees may not be required to work fewer hours during their normal work schedule in order to accommodate a non-work day operational need unless the change is permanent.

#### **H. Overtime Pay and Compensatory Time**

1. General Provisions: Overtime will be scheduled and approved by the District when it determines such work is needed and will be paid in accordance with applicable laws at the rate of time and one half. When budgeted funds are not available, the employer may compensate employees with compensatory time rather than overtime pay. Prior to the performance of the work, the employer will stipulate whether the work will be compensated

by overtime pay or by compensatory time.

The work week for purposes of calculating overtime pay and compensatory time commences at 12:01 a.m. Monday and ends at 12 midnight on Sunday. Overtime will be paid or compensatory time will be accrued for any work performed in excess of a forty (40) hour work week at a rate of time and one half. When a holiday or vacation day falls within a work week; overtime/compensatory time will be paid/accrued on a basis of time paid rather than time worked.

The use of accrued compensatory time shall be mutually agreed upon by the employee and supervisor. Employees shall be permitted to use accrued compensatory time with prior approval from the supervisor provided the requested dates are not disruptive to the operation of the District. Compensatory time balances may not exceed eighty (80) hours of actual time worked at anytime during the year. Any compensatory time balances in excess of eighty (80) hours will either need to be paid for by the District or a plan will be developed by the supervisor and employee to use the excess hours over the next thirty (30) days. All overtime work in excess of eighty (80) hours will be paid at the overtime rate.

Comp time may be used in increments of a quarter-hour up to a full work day.

Employees who are called back to work after a regular work day for such reasons as inclement weather, emergencies from vandalism, fire, theft, damage, and other causes shall be compensated at the rate of time and one-half for a minimum of two hours.

Departments/Schools shall schedule employees for a minimum of two (2) hours.

2. Call Back Compensation Provisions: Employees called in to work on a scheduled holiday must report for work but shall be paid for such work at their regular rate of pay in addition to their holiday pay.

An employee who has completed his/her regular working day and is scheduled to work or called back to work more than thirty (30) minutes after the completion of his/her shift shall be compensated a minimum of two (2) hours.

All NS personnel shall be paid time and a half for all hours worked when scheduled by the District to return to the school building after regular working hours to work during extracurricular activities.

### Call Back Chart

Call Back	Compensation
Contract Day	The employee will be paid time-and-a-half for a minimum of two (2) hours or time-and-a-half for actual hours worked, whichever is greater.
Non-Contract Day	The employee will be paid straight time for a minimum of two (2) hours or actual time worked, whichever is greater.  Any hours paid in excess of forty (40) will be compensated at time-and-a-half.
Paid Holiday or Unscheduled Closure	In addition to being paid straight time for the holiday or unscheduled closure, the employee will be paid straight time for a minimum of two (2) hours or actual time worked, whichever is greater.  Any hours paid in excess of forty (40) will be compensated at time-and-a-half.

## I. Attendance at Required Workshops

Where the District requires classified employees to attend workshops, seminars, conferences, courses, or other training sessions, employees will be compensated as follows:

1. The District will not deduct pay for the time spent in required classes, workshops, seminars or conferences during the hours normally worked by the classified employee.
2. The District will compensate at the employee's regular straight time hourly rate for all hours spent by the employee in actual attendance at the specific function required. Maximum pay for a full day spent at a conference is normally limited to eight (8) hours unless the required activity takes place after completion by the employee of a full day's work on his/her regular job. Where such hours exceed forty (40) in one week, the District will pay such hours spent in the required activity at the rate of time and one-half the employee's regular straight time hourly rate or instead grant compensatory time off during the remainder of the employee's pay period.

When a particular license, certification, permit or credential is required of an employee as a prerequisite to employment in a particular position, the employee will not be compensated for time spent in attending workshops, seminars, conferences, courses, or other training sessions which are required to meet or renew such qualifications when the employee has voluntarily accepted such position. The employee may apply for tuition reimbursement for the costs of such training under provisions of Article 20.

## J. Mileage Allowance for Personal Vehicles

The District shall reimburse any classified employee for all authorized miles driven on behalf of the District required either as part of his/her regularly assigned duties or any special assignment, provided the employee makes suitable accounting for such authorized mileage on the District's form and subject to the prior approval of the employee's supervisor.

The employee assumes all liability including:

- Loss or theft of personal property;
- Damage to themselves and/or his/her passenger; and
- Damage to the vehicle.

Authorized mileage shall be reimbursed at the rate established by the Board of Directors for District employees. Reimbursement shall not be made for miles driving to and from the employee's residence.

In-District: When requested, mileage will be reimbursed from one worksite to another worksite.

Out-of-District: When requested, mileage will be reimbursed from home or regular worksite (whichever is less).

Mileage expenses should be submitted after at least \$10.00 of expenses have accumulated or in the month of June to close out the fiscal year.

**K. Reimbursement for Personal Property Damage**

The District shall reimburse employees for the reasonable cost, as determined by the District, of personal property damaged as a direct result of a serious altercation with a student.

**L. Working Out of Classification**

When an employee from a lower classification is assigned to substitute for an absent employee for a full day or more, the substitute employee will be paid three steps higher than his/her current wage and at the absent employee's level.

**M. Summer Break Work**

Qualified regular less-than-12-month employees may request temporary employment with the District during the summer break. If hired, employees who work in the same capacity as their regular position shall receive their regular rate of pay for summer work. If an employee is hired to work in a capacity other than his/her normal position, the employee shall be paid substitute pay for the job he/she is working.

**N. Market Factor**

Certain job titles (as reflected on the salary schedule) are subject to a market factor pay differential. These market factors are subject to review at the discretion of the District not more than once per year. When reviewed, the employer will provide a copy of the results to the union. If analysis dictates any market factor is no longer appropriate, the employer will provide the union and affected employees with notice of desire to adjust as well as supporting documentation. Statutory mid-term bargaining procedures shall apply if the OSEA requires bargaining.

## **ARTICLE 9**

### **TRANSPORTATION DEPARTMENT**

**A. Fall Route - Assignment Procedure:**

All routes will be bid at least one (1) time each school year. Drivers are notified of their approximate bid time in advance by posting of the "Driver Seniority List". The list has been divided into segments that are approximately one-hour each. If a one-hour segment finishes early, the bidding stops until the next posted time on the schedule. Bidding on all routes will be based on seniority. If the driver is unable to bid at the allotted time, they may fill out a Bid Proxy form, available from any Office Staff member. Bid Proxy Forms should be given to the OSEA representative who will be present during the bidding process. Department staff will not bid or present Bid Proxies for drivers who are not present during bidding. An OSEA Representative is the only person who can proxy bid for drivers not present during bidding. Drivers are allowed to review the available routes in the waiting area.

The District will pay drivers, who are present at fall bidding, one (1) hour to annually bid a route. At bid time, each driver will have a five (5) minute time limit when it is his or her turn to bid. If a driver

is absent and has not provided a proxy bid, the next senior driver will bid and the absent driver will be passed over until he/she is present to bid. Drivers that have the same date of hire will draw lots prior to their turn. All routes will be bid as posted, including bus assignment. All routes are subject to change at the discretion of the Transportation department. Drivers are given the choice to bid on regular or special needs routes. Special education routes require the driver to be special needs certified. After the driver has selected a route, the driver signs the bid cover sheet for the route selected. Drivers in the waiting area are notified as routes are selected and not available for bid. For the purpose of fall bidding, drivers are required to test drive their routes. They will be paid up to three (3) hours to do so. If the allotted time is insufficient, the driver may request up to one (1) additional hour from his/her supervisor.

**B. Guaranteed Minimum Weekly Route Assignments:**

All regular and special education routes will be based on a guaranteed weekly minimum (Monday – Friday) falling into one of the following categories:

- a. Twenty (20) hour weekly minimum
- b. Thirty (30) hour weekly minimum
- c. Thirty-five (35) hour weekly minimum

Each of these routes will provide a guaranteed minimum number of hours each week, except during those weeks when not all school and or programs on a route are in session. The “minimum” is intended to provide a guaranteed base and does not limit the number of hours that may be assigned to any route.

The District’s obligation to weekly assignment minimums can be met by assigning work, other than bus driving, on the condition that the employee does not suffer any loss of rate of pay for the guaranteed minimum. If a higher rate is proper that rate will be paid for other than the bus driver time. In addition, any work which a driver volunteers to perform during the week (Monday – Friday) will count towards the weekly assignment minimum.

The District will assign routes or segments of routes that become available after school starts based on proximity and availability to ensure guaranteed weekly minimums are met for all routes. Route assignments designed to meet the weekly minimum on a specific route are mandatory work assignments and may not be refused. These mandatory assignments will not include after-school route segments. Any remaining routes or segments of routes that become available after all weekly route minimums are filled will be posted on the bid board and awarded to the most senior driver based on their proximity to the unfilled route or route segment, their availability and overtime status. Consideration will be given to persons bidding with the least amount of overtime in the bid. Routes posted for bidding will remain up for three (3) work days and assigned to the senior driver based on availability and overtime status. Routes posted for bidding may be assigned on a temporary basis until a driver, who meets the qualification, is able to be assigned the route through the bidding process.

**C. The District may require drivers to transport students prior to the first student day of the school year.**

**D. Leave Accrual & Usage**

Drivers will accrue and use paid leave balances based on a rolling monthly average of their daily

work hours, up to maximum of eight (8) hours. The average will include all hours worked during the week, including evening and weekend field trip assignments. Eligible paid leave requests and holidays will be paid based on the driver's daily work hour average in the prior month.

**E. Field Trips**

On a non-school day, if a bus driver is scheduled by the District for a specific field trip or special run, and he/she reports to the Transportation Center(s) and the trip is cancelled before the driver has departed from the bus garage, the driver will be paid for the time he/she is on the clock and has the option to take up to two (2) hours pay at his/her appropriate pay rate, or be placed at the top of the trip list. If the driver further reports on to the school from which the trip is scheduled, the driver will be paid for the time they are on the clock and has the option to take up to three (3) hours pay at his/her appropriate pay rate or be put at the top of the trip list.

Overnight field trip drivers will be paid for the actual driving hours for the trip, to and from the destination. Additional days of the trip will be paid at a minimum of eight (8) hours per day or for the actual driving hours., whichever is greater.

Unless attached to a route, mid-day trips, shuttles, after-school runs and assigned trips are considered additional work.

**F.** During the school year (as defined by the established first and last day of school for all students), or if a field trip or special run on a day when school is not in session is completed in less than five (5) hours, the bus driver will be paid five (5) hours pay at his/her straight time rate.

**G.** During the summer recess period drivers will be paid for a minimum of four hours of work for each day worked.

**H.** Any driver designated as a "Spare Driver" will receive an average of eight (8) hours daily with a minimum of seven (7) scheduled hours (Monday – Friday) between the hours of 5:30 a.m. and 5:30 p.m. during the days when Beaverton schools are in session. This assumes the Spare Driver is available during these work hours. In addition, any work which a Spare Driver volunteers to perform during the week (Monday – Friday) will count towards the weekly assignment minimum, including work that goes outside the hours identified above.

**I.** Driver Trainers will receive one dollar an hour more than their current step for all time spent performing an assigned training and associated functions.

**J.** If the time period between a driver's anticipated clock out time and clock in time, between assignments, is greater than thirty (30) minutes, the driver must contact dispatch and go off paid status. If the time period between a driver's anticipated clock out time and clock in time is less than thirty (30) minutes, the driver must report availability and location to Dispatch. During this time period the driver may complete any normal job duties or any special assignment given by Dispatch. The driver must remain in the bus during this time period and be available for work.

- K. Work schedules may change due to some schools and/or programs not being in session, or some schools starting late or ending early. Some routes may be combined to reduce the numbers of drivers needed to reduce operating costs. Drivers who are required to report for work may choose one of the two options below if they are not needed for other assignments.
  1. Come in and work the required hours to transport schools and/or programs that are in session. Drivers will be paid the hours actually worked if they wish to leave after finishing their assignment; or
  2. Come in and work the required hours. If the required worked time is less than four (4) hours, drivers may remain on the clock and work at least a four (4) hour guarantee.
  
- L. At the discretion of the school booster club, a choice may be made to use District buses or hired motor coaches for trips of more than 150 miles from the administration center.
  
- M. There will be no “stand by” rate pay.
  
- N. **Transportation Handbook Committee**

The Committee will be responsible to review and develop revisions to the Transportation Employee Handbook. All Committee decisions will be by consensus agreement, and the Committee will use an Interest-Based process for their decision-making protocol. Nothing in this article is intended to displace Association or District rights under the Collective Bargaining Agreement. The parties shall identify and address solutions for issues of mutual concern. The Committee will consist of up to four (4) members appointed by the Association and up to four (4) members appointed by the District. The Association and District representatives on this Committee have the authority to act as delegated to them by the Association and District respectively.
  
- O. To be in compliance with ODE standards, an average of eight (8) hours annually of paid training will be provided to Beaverton School District bus drivers at the discretion of the Administrator for Transportation. Thirty-two (32) hours of paid training will be provided to unlicensed bus drivers at the discretion of the Administrator for Transportation.

## **ARTICLE 10**

### **PAYROLL PERIODS AND PAYROLL DEDUCTIONS**

#### **Payroll Periods**

Pay days and cut-off dates for payroll periods shall be determined when the school calendar is established. These dates shall be published and given to all classified employees at the beginning of each school year.

The District may implement a semi-monthly payroll with the pay dates to be determined by the District.

Payroll will be distributed by direct deposit.

The District will only provide a twelve (12) month check option for less than twelve (12) month classified

employees hired after July 1, 2009. Those employees currently enrolled on the ten (10) month check option will be able to remain on this option, and will also be eligible to move to the twelve (12) month check option in the future.

If an error is made to an employee's payroll, the employee may request a one-on-one meeting with Payroll to have the correction explained. The employee may choose to bring a representative.

Correction of errors or omissions made by the District to the advantage or disadvantage of an employee shall be fully retroactive.

## **ARTICLE 11**

### **SICK LEAVE**

- A. "Sick Leave" means the illness of an immediate family member or the absence from duty because of illness or non-job related injury which prevents the employee from working. Immediate family is defined as: spouse, domestic partner, children, grandchildren, parents, grandparents, brothers and sisters, and parents of the spouse and those in loco parentis to the employee or the employee's spouse.
  
- B. In accordance with the provisions of ORS 332.507, sick leave shall be granted all employees on the basis of one day's leave for each month of regular employment with a minimum of ten (10) days and a maximum of twelve (12) days sick leave for a full year of employment. Less than twelve (12) month employees who work in their regular job classification during July and August will be credited with one day of sick leave (calculated on their summer daily work hours) provided they work at least twenty (20) days per month. Sick leave shall be accumulative during the continuous service of the employee to this District. Sick leave shall be credited to said personnel on a monthly basis for each month worked. Employees will have sick leave available (accrued as of the last day of the month prior to his/her absence) for use. Balances showing on Employee Online Services may reflect more leave than is currently usable, as this system is updated once per month. Employee sick leave is pro-rated within each contract year. Employee pay will be deducted for any days on leave for which sick leave is unavailable.
  
- C. Any employee who is absent because of illness for five (5) or more consecutive school days or who shows a pattern in use of sick leave which gives rise to a suspicion of abuse of the sick leave benefit may be required by their supervisor to file with Human Resources a certificate from their physician attesting to such illness. Such physician's certificate may be required at the end of each payroll period during an extended absence.
  
- D. As provided in ORS 237.153, unless otherwise prohibited by law, 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.
  
- E. Upon expiration of accumulated sick leave an employee shall be granted additional sick leave compensation according to the employee's years of experience with the District. The following



schedule will apply once only during an employee's career with the District:

1-5 years of District experience:	two-third's salary for five (5) days
6-10 year of District experience:	two-third's salary for ten (10) days
11 or more years of District experience:	two-third's salary for twenty (20) days

Any sick leave days at two-thirds pay used during one of the above periods (e.g., 1-5 years District experience) will be subtracted from the days available during another period (e.g., 6-10 years of District experience). Thus, an employee who used five (5) days sick leave at two-thirds pay under this policy during the first five (5) years of District service would be eligible for an additional five (5) days of sick leave at two-thirds pay when the employee reached 6-10 years of experience with the District.

- F. Transfer of sick leave from another Oregon school district is limited to seventy-five (75) days.

## **ARTICLE 12**

### **PERSONAL TIME OFF**

Two non-cumulative personal time off (PTO) days per year, on regular pay and in increments of full or half shift hours, will be allowed except on District-published blackout days.

PTO days may be used without explanation and for any reason. Forty-eight hours of prior notice to the supervisor is required or the days will be changed to unpaid. Usage on blackout days will also be changed to unpaid days.

The only exception to providing notice or using PTO on a blackout day is for unavoidable emergencies, e.g. inclement weather. In these instances, a written statement or District form from the member will be filed with the supervisor and Human Resources as soon as possible but in no cases more than two days after the return to work. The statement will define the emergency negating the required prior notification or the use of PTO on a blackout day.

Personal time off for members who work less than the normal work year shall be prorated in accordance with that member's scheduled work year. Personal time off may be used for leaves when all other paid time is exhausted.

#### **A. Extension of Personal Time Off (PTO)**

1. Applies only if the member is not qualified under OFLA or does not have paid leave available. The Family Medical Leave Act/ Oregon Family Leave Act laws allow for employees to use sick leave in the case of an absence due to bereavement. FMLA/OFLA allows up to ten (10) days per qualifying event. For BSD classified employees who may not qualify for FMLA/OFLA, and/or whom sick leave is unavailable, a total of five (5) extended days may be granted for bereavement or critical illness or a combination of both in a school year.
2. A member must first exhaust his or her two (2) personal time off days and other appropriate leave balances to be eligible for extended days. A maximum of five (5) extended days may be granted for bereavement or critical illness or a combination of both in a contract year. A member may make application for an extension in anticipation of the need.

3. The request must be approved by the principal or supervisor and the Administrator for Classified Personnel.
4. Verification establishing the need for the leave must be presented to the principal or supervisor upon request.
5. In case the nature of the extension of personal time off makes this impossible, the statement shall be filed immediately upon return to school.
6. For purposes of extensions, the following definition of immediate family will apply: Immediate family shall mean spouse, domestic partner, children, grandchildren, parents, grandparents, brothers, sisters, parents of the spouse or domestic partner, and those in loco parentis to the employee or employee's spouse, or a member of the immediate household whose official residence is the same as that of the employee or for whom the employee is legally responsible.

#### **B. Application for Personal Time Off (PTO) Donation.**

Bargaining unit members on a qualifying District leave resulting from his/her critical illness or injury and who have been in unpaid status for at least ten (10) days, may request PTO donation days. The following procedures will be implemented:

1. The bargaining unit member will notify the Association of his/her need for paid leave due to critical illness or injury. This program will not begin until initiated by the bargaining unit member, and will not interfere with member's extended sick leave entitlement if the member chooses not to participate.
2. The Association will notify the Administrator of Classified Personnel of the request to verify eligibility.
3. The Association will solicit days from the bargaining unit. The donation amount shall not exceed the period in which the employee qualifies for long-term disability benefits.
4. Payroll will process the days as instructed by the District after receiving the information from the OSEA President.

#### **C. Guidelines for Personal Time Off Donations**

In consideration of the extenuating circumstances, donation of personal time off days from OSEA members will be approved with the following understandings, conditions and limitations:

1. All contributions of personal time off days are irrevocable.
2. All contributions to the bank are voluntary. The District shall be defended and held harmless from any claim arising from honoring the "pooling" in this matter.
3. Each association member who volunteers to donate their personal time off day must sign a waiver indicating they are forfeiting their personal time off day for that school year.
4. Association members from any building in the District may contribute to this bank.
5. The District is not responsible for any personal tax liability that may be incurred by the donating employee or said member should any liability arise.

## **ARTICLE 13**

### **LEAVES OF ABSENCE**

#### **A. Temporary Disability Leave**

1. Employees who experience illness or injury are eligible for leave until such time as they exhaust their accrued paid leave and, if eligible, their annual leave entitlement under the Family Medical Leave Act (FMLA) and/or Oregon Family Leave Act (OFLA). However, an employee who is temporarily unable to remain in continuous employment because of extended illness, extended absence due to injury, pregnancy or for other appropriate medical reasons shall be eligible to request temporary disability leave. Such leave shall be without pay. Consideration for leave approval will be based on the operational needs of the District.
2. If a temporary disability leave is granted, commencement date of the employee's leave shall be established cooperatively by the employee, the physician, the supervisor, and Human Resources. Such decision shall be based solely on the employee's ability to perform all essential job functions which are normally required by his/her assignment. Reinstatement of the employee to his/her assignment shall be determined in the same manner, subject to conditions stated in paragraphs 3 and 4.
3. If a temporary disability leave is for one year or less, the employee shall be reinstated to his/her original position. If the position no longer exists, the returning employee will be assigned the next available position which is similar in duties, assuming the employee meets all other qualifications. If leave extends beyond one year the employee shall be terminated and given opportunity to reapply for employment.
4. A temporary disability leave may be granted until the end of the employee's working year, if requested. Extensions of a temporary disability leave, when the employee's attending physician attests to his/her inability to perform regularly assigned duties, will be approved at the discretion of the District. If granted, the extension may be for a maximum of one working year.
5. An employee who intends to be reassigned effective at the beginning of a new working year must notify the Administrator of Classified Personnel of the intent to return to work. An employee contracted to work twelve (12) months will need to confirm his/her intention to return to the District ninety (90) days before expiration of the leave of absence. Employees who are contracted to work less than twelve (12) months must provide notice no later than April 1 prior to the beginning of the next contract year. Failure to provide such notice, or failure to return from leave at its expiration, will be considered a resignation unless such leave has been extended in writing.
6. Benefits accrued prior to being granted temporary disability leave shall be retained, but additional benefits shall not be accrued while on leave.
7. Completion of three-fourths of a working year (.75 x the number of annual working days) shall be required to receive credit for that year for benefits which are accrued for a year of employment.
8. An employee on temporary disability leave may continue insurance coverage for the period of the leave subject to the COBRA provisions provided the employee pays the premium to the Payroll Office before the first of each month.

## B. Extended Personal Leaves of Absence

1. Classified employees who desire an extended leave of absence shall submit a written request to Human Resources, via the supervisor, for review and determination by the Administrator of Classified Personnel. Employees requesting extended unpaid leave to care for an immediate family member must first apply for Family Medical Leave. When the request for leave is to care for a family member, in which the employee would be eligible to use sick leave, all paid leave must be exhausted before being placed in an unpaid status. If the employee is eligible under FMLA and/or OFLA leave, these leave entitlements shall run concurrently with Extended Leave.
2. Extended leaves of absence are granted without pay or benefits. Those requesting leave must have been employed by the District for a minimum of three continuous years.
3. The employee may continue insurance coverage for the period of the leave subject to COBRA provisions provided the employee pays the premium to the Payroll Office before the first of each month.
4. Upon return from leave, all benefits to which an employee was entitled at the time the employee's leave of absence commenced shall be restored. Completion of three-fourths of a working year (.75 x the number of annual working days) shall be required to receive credit for that year for benefits which are accrued for a year of employment.
5. The employee will be re-assigned to his or her former job classification. If there is no available position within the job classification, the returning employee will be assigned the next available position which is similar in duties, salary and hours, assuming the employee meets all other qualifications.
6. If a leave is for a contract year, an employee must notify the Administrator of Classified Personnel of the intent to return to work. An employee contracted to work twelve (12) months will need to confirm his/her intention to return to the District ninety (90) days before expiration of the leave of absence. Employees who are contracted to work less than twelve (12) months must provide notice no later than April 1 prior to the beginning of the next contract year. Failure to provide such notice, or failure to return from leave at its expiration, will be considered a resignation unless such leave has been extended in writing. If the leave extends beyond one year, the employee will be terminated and given the opportunity to reapply for employment.

## C. Family Medical Leave

Pursuant to the Federal Family Medical Leave Act (FMLA) and the Oregon Medical Leave Act (OFLA) employees may be eligible for Family or Medical Leave for certain qualifying reasons. Eligibility is based upon length of employment and/or hours worked. Generally, the maximum leave entitlement is twelve (12) work weeks within a rolling backward 12-month period. When the reason for leave is eligible for both FMLA and OFLA, the leave is applied concurrently.

### **Eligible reasons to apply for Family Medical Leave include:**

An employee's own serious medical condition; to provide for an immediate family member with a serious health condition; to care for a newborn infant or newly adopted or foster child; or to care for an employee's child suffering from a non-serious illness or injury; to deal with the death of an

immediate family member by arranging and/or attending the funeral or grieving the death; family military and any other FMLA or OFLA designated reason.

The Family Medical Leave Act and Oregon Family Leave Act provide for unpaid time off. However, an employee's accrued paid leave will be applied at the same time as FMLA or OFLA leave until exhausted. It will be paid in the order of sick leave, extended sick leave and then, if earned, vacation leave. After the exhaustion of paid leave, the remaining leave period will be unpaid.

An employee shall submit a completed Leave of Absence application form to Human Resources at least thirty (30) days prior to the beginning of a foreseeable need for leave. Failure to submit a completed leave request when leave is foreseeable may result in delay or denial of leave.

#### **D. Short-term Unpaid Leaves [Up to Thirty (30) Calendar Days]**

An employee must first exhaust all other appropriate leave balances to be eligible for unpaid leave days. An employee may request a Short-term Unpaid Leave provided a suitable replacement is available and the leave is neither disruptive to the operation, nor during either the first two (2) or the last two (2) weeks of the school year. However, in an emergency situation a waiver may be granted with the approval of the supervisor and Administrator of Classified Personnel.

Unpaid leaves of up to three (3) days are approved by the principal or department administrator.

When the unpaid leave falls on either or both sides of a recess period or holiday, or is more than three (3) days, the unpaid leave must also be approved by the Administrator of Classified Personnel.

An employee must be in a paid status for one of the first four (4) working days of the month, or on an approved FMLA/OFLA leave, in order to be eligible for the District's monthly insurance contribution. If the employee is in unpaid status for the first four (4) working days of the month, and not on an approved FMLA/OFLA leave, District benefits for that month will be at the employee's expense should he/she wish to continue health insurance.

#### **E. Temporary Military Leave**

Time necessary for employees called into temporary active duty of any unit of the United States Reserve shall be granted for a period not exceeding 15 calendar days in any one calendar year provided such obligations cannot be fulfilled on days when school is not in session. To be eligible for such leave the employee must file their military orders with the District at least five (5) days before the leave is to commence. In such cases, an employee who has been employed by the District for at least six months prior to the commencement of his/her temporary leave shall be paid his/her regular pay in addition to any pay which he/she receives from the armed services or National Guard.

## **ARTICLE 14**

### **PHYSICAL EXAMS**

If the District determines the necessity for an employee to have a physical examination, the District will select the physician, pay for the physical examination and have the findings reported to Human Resources. If the examining physician recommends an EKG, the District will cover the added cost.

## **ARTICLE 15**

### **LAYOFF**

Temporary employees are not covered by the provisions of this Article. However, a temporary employee who works more than 75 percent of the annual work days of the position (.75 x number of work days) shall have as an original date of hire the first day of the temporary assignment, provided the temporary employee is later selected for and begins a regular assignment, in the same job title as the temporary assignment, with no break in service (other than the winter, spring, or summer breaks scheduled for that position).

#### **A. Definitions**

“Length of Service” shall mean a classified employee’s total length of continuous service since his/her date of original hire. Substitute or temporary assignments shall not be considered when computing length of service, except as stated above.

“Job Title” means a specific job identified by a title and job description.

“Classification Group” means a listing of job title(s) that are functionally related to one another in such a way that duties, responsibilities and qualifications within the classification group permit incumbents to transfer skills and experiences from one job within the classification group to another. The listing of jobs within the classification group are in rank order, with the most difficult and/or demanding jobs listed at the top. Thus, the skills and experiences involved in performing higher ranked job functions, in general, are presumed to be transferable to jobs ranked below them. Incumbents of lower ranked jobs are not presumed to have the skills and/or experiences necessary to perform higher ranked jobs within the classification group.

(Note: A classification group may consist of a single job classification.)

“Rank” corresponds to positions which require the same knowledge, abilities and skills.

#### **B. Notice of Layoff**

If the District determines the need for a permanent reduction in its classified work force, (excluding temporary reductions), notice of not less than two (2) weeks shall be provided to employees to be laid off.

The District reserves the right to determine positions to be eliminated. When a position is to be eliminated, the layoff will occur within the affected job title or, if there is more than one equally-ranked job title in that job classification group, within those equally-ranked titles.

The employee to be laid off will be determined by inverse order of unbroken length of service with the District, except that an employee with lesser seniority may be retained when:

1. the operational needs of the position require special occupational skills; or
2. when the employer has justification based on documentation contained in the personnel file within the last four (4) years. No permanent employees shall be laid off within a job title(s) until all probationary employees and temporary employees (as defined in Article 1) in such job title(s) have been terminated.

When the layoff is in a job classification with more than one equally-ranked job title, the least senior employee holding one of those job titles will be given the notice of layoff and the remaining employees in those job titles will be reassigned to cover the remaining jobs. However, a less senior

employee may be retained, and the next senior employee laid off instead, if the less senior employee has unique skills or abilities which are necessary for a remaining job and which cannot be learned by more senior employees in the classification group within ten (10) days.

### C. Bumping Rights

An employee who is given the initial notice of layoff under paragraph B of this article can either accept the layoff or can use his or her seniority to exercise bumping rights. A request to bump must be made within five (5) days of receipt of the layoff notice. The bumping right can be exercised to assume the position of the least senior employee who holds a job title in the next lower rank in the classification group, as long as the bumping employee has greater seniority than that other employee.

An employee who is displaced by being bumped under the preceding paragraph may also use his or her seniority in the same manner to bump into the next lower job title in the classification group. If there is no less senior employee in the next job title, then he/she may bump to the least senior employee in the next lower job title in descending order within the classification group.

If an employee who is given the initial notice of layoff under paragraph B of this article is unable to bump into a job title within his/her current classification group, and that employee has been employed by the District in a classification group different than his/her current classification group, the employee shall have the right to be moved back to his/her previous classification group, assuming the layoff occurs within four (4) years of the employee changing classification groups. He/she may only be moved back into the same or lower paying job title within the classification group that he/she previously held, as long as the bumping employee has greater seniority than the least senior employee in the former classification group. The employee must still be qualified to perform the duties of the job, as contained in this article.

Employees who are to be laid off may not bump employees with less seniority in higher ranking job titles within the classification group.

In order to bump, the employee must have the ability, capacity and skill to perform the job, at the time of bumping. The employee must then demonstrate ability to perform all job functions within ten (10) working days from the date he or she assumes the job duties. If, after a trial period of ten (10) working days, the employee cannot perform the duties of the lower ranked job in a satisfactory manner, the employee may, at the discretion of the District, either be given additional time for training and job mastery or be laid off. If he or she is laid off, the District will fill the job either by recall of an employee who was laid off from a higher ranked job within the classification group or by recalling the employee who was bumped out of that job.

The employee who bumps into a lower ranked job title shall be placed on the experience step of the salary range for that job equivalent to whichever is higher in 1 or 2 below, provided the rate paid does not exceed the top of the salary range for the lower ranked job or the rate of pay the employee received on the job from which he/she bumped.

1. the years of service the employee has completed in the job title from which he/she bumped, or
2. the years of service the employee has actually completed in the lower ranked title to which he/she bumped

#### **D. Reduction in Hours**

Employees reduced in hours, such that the employee is reduced to a lower insurance benefit level, shall be placed on the recall list for the position they currently hold, and will be offered, in seniority order, transfer to any opening that would restore them to the previous benefit level. They must respond within twenty-four (24) hours of any such offer. If they refuse the transfer, they will be removed from recall list. Employees affected by this article will continue to receive the higher insurance benefit contribution for a period of three (3) months after the reduction in hours.

#### **E. Recall**

Employees laid off shall be placed on a layoff list in order of length of service in the District and may be recalled to any job they can do as determined by the District, provided no other employee with greater length of service in that job title(s) is on layoff and available for work. Layoff status shall automatically terminate twenty-seven (27) months after the effective day of such layoff. No new employees will be hired into job title(s) from which employees have been laid off for less than twenty-seven (27) months and who are qualified to perform all aspects of the job. Employees who have bumped into a lower-paying position or have been bumped shall retain recall rights to their original job position through these recall provisions.

If a laid off employee is recalled by the District, the employee has twenty-four (24) hours from the receipt of the notification to the last employee-provided contact information, to accept or reject the position. If the position is accepted, the employee has ten (10) working days to report. If the employee rejects the offer or fails to report within ten (10) days, it will be considered voluntary termination.

If a laid off employee is offered a position that provides ten (10) percent or greater reduction in hourly rate or a reduction in group medical benefits than he/she was receiving at the time of layoff, he/she will not forfeit his/her right to a recall by refusing the position.

## **ARTICLE 16**

### **HOLIDAYS**

Classified employees who work twelve (12) months shall be granted ten (10) paid holidays per year. The paid holidays shall be Labor Day, Veterans Day, Thanksgiving Day, Presidents Day, Memorial Day, Christmas, New Years, 4th of July, Martin Luther King's Birthday, Day after Thanksgiving.

Classified employees who work 212 days shall be granted seven (7) paid holidays per year. The paid holidays shall be Labor Day, Veterans Day, Thanksgiving Day, Presidents Day, Memorial Day, Christmas, New Years.

Classified employees who are designated as less than 212 days shall be granted five (5) paid holidays per year. The paid holidays are Labor Day, Veterans Day, Thanksgiving Day, Presidents Day, Memorial Day.

Holiday pay shall be based upon the employee's pay rate and number of hours identified on the employee's salary notice. To qualify for holiday pay, the employee must be actively at work and work his/her scheduled



work day the day before and the day after the holiday or be on an authorized paid absence approved by his/her supervisor. Less than twelve (12) month employees who work at least twenty (20) days in their regular job classification during July will be eligible for July 4th holiday pay.

The District will determine the school calendar and designate the holidays for the succeeding school year prior to the start of that school year. The parties recognize that such schedule of holidays may be subject to determinations concerning holidays made by courts and other government agencies; or necessitated by rescheduling due to budget failures or school closures. Employees who start work the day after Labor Day and who are scheduled for 186 days shall be eligible for the Labor Day holiday.

## **ARTICLE 17**

### **VACATIONS**

Vacations for classified employees will be granted to twelve (12) month employees on a vacation year basis.

The vacation year shall be July 1 through June 30, both for the purpose of earning credit toward vacation entitlement as described below and for the purpose of determining the period within which earned vacation must be taken. Thus, vacation is earned in one vacation year and is taken the following vacation year.

Classified employees on a twelve (12) month schedule shall be granted vacation in accordance with the following levels of service when they have completed the number of full years of unbroken service with the District indicated below as of June 30 of the vacation year preceding the year in which the vacation is to be taken. For purposes of this Article, the first full year of unbroken service is the first year the employee is in a paid status for 75 percent of the work year between July 1 through June 30 in his/her current twelve-month position as of July 1 of the year.

#### **Vacation Per Year**

1 but less than 5 years of unbroken service .....	10 days
5 but less than 10 years of unbroken service .....	15 days
10 but less than 11 years of unbroken service .....	16 days
11 but less than 12 years of unbroken service .....	17 days
12 but less than 13 years of unbroken service .....	18 days
13 but less than 14 years of unbroken service .....	19 days
14 but less than 15 years of unbroken service .....	20 days
15 or more years of unbroken service .....	22 days

A classified employee on a twelve (12) month schedule who starts after July 1 shall receive a vacation the following vacation year. The vacation accrual will be prorated based on the number of days of service the employee actually worked between date of hire and the end of the fiscal year.

During any full vacation year an employee must be on paid status 75 percent of the work year to be eligible for vacation accrual and/or credit, otherwise vacation days earned are prorated for the number of full days, or major portion actually worked. Days of absence caused by job-related illness or injury qualifying for Workers' Compensation shall be counted as days worked for the purpose of vacation accrual.

Time earned in one vacation year must be used within the following vacation year or be forfeited. With

the approval of the employee's supervisor, vacation days may be carried until January 1 of the following vacation year.

Requests for vacation time normally shall be made at least five (5) working days in advance to permit the supervisor to adjust work assignments and/or arrange for substitute services during the vacation absence and may be taken when approved in advance by the employee's building administrator and District supervisor. An employee must first exhaust all other appropriate leave balances, including vacation and any earned compensatory time, to be eligible to request unpaid leave days. Consideration of employee vacation or unpaid requests will be based on the operational needs of the District.

An employee who has worked a schedule of less than twelve (12) months per year and who transfers to a twelve (12)-month position may count all time since the most recent date of hire for purposes of calculating years of District service for determination of vacation entitlement. Computations will be based on days worked divided by 260 to determine a full year's service for vacation entitlement.

Employees accruing vacation based on their previous years of service shall be granted access to vacation July 1 following the completion of their first contract year in the twelve (12) month position.

## **ARTICLE 18**

### **UNIFORMS AND SUPPLIES**

When the District requires a uniformed appearance it will provide a stipend or the uniform that is required. If the employer elects to change the current uniform, it agrees to solicit input from the affected employees regarding uniform selection.

1. The Nutrition Services stipend will be \$100 per year. Each NS employee will be provided with five aprons.
2. Mechanics and auto service persons will be provided with pants and shirts, (or coveralls), and a jacket.
3. Some Maintenance Department employees will be provided with two sets each of coveralls. Laundry service will be provided by the District for one set of coveralls per person weekly.

If a bus mechanic or school bus technician's personal, professional grade tool is damaged, broken, lost or stolen and is not covered under warranty, the District shall replace the tool with one of equal value provided the District shall not be:

1. Responsible for carelessness, misuse, or normal wear and tear;
2. Responsible for any tools not required for the completion of assigned duties; and
3. Replace those tools a mechanic brings to work which are already provided by the District.

If the lost or stolen tool is later recovered, the new tool will become the property of the District. Tools will be replaced only after notification to and upon approval of the supervisor. Any replacement cost over \$100 will be processed through the District's Risk Management Office.

The District will determine and provide required personal protective equipment (PPE) for employees. Employees must use the provided equipment as directed.

## **ARTICLE 19**

### **REST & MEAL PERIODS**

Under normal circumstances, each employee who works six (6) or more consecutive hours per day shall be entitled to an uninterrupted meal period of at least thirty (30) minutes and not more than one (1) hour. Such meal period shall be:

1. as scheduled by the employee's supervisor and be as close to mid-shift as practical.
2. without pay and shall not be credited as time worked for any purpose.

Hourly employees are entitled to a paid fifteen (15) minute rest period for every four (4) hour segment or major portion thereof of the employee's paid work period. A "major portion" of four hours means any segment greater than two (2) hours. For paid work periods:

1. Less than two (2) hours, no rest or meal period will be given.
2. Over two (2) hours but less than six (6) hours, one fifteen (15) minute rest period will be given.
3. Six (6) hours, one (1) break and one (1) meal period will be given.
4. Over six (6) hours, two fifteen (15) minute rest periods and one (1) meal period will be given.

Employees scheduled for split shifts will receive rest and meal periods based on the total amount of hours scheduled for an eight (8) hour work day.

Number of Rest and Meal Periods required based on length of work period

Length of work period	Number of rest periods	Number of meal periods
2 hrs or less	0	0
2 hrs, 1 min – 5 hrs, 59 mins	1	0
6 hrs	1	1
6 hrs, 1 min – 10 hrs	2	1

Exempt employees are exempt from rest and meal periods as provided for hourly employees.

## **ARTICLE 20**

### **TUITION REIMBURSEMENT**

The District shall make available a maximum amount of \$50,000 each fiscal year for use in funding the Tuition Reimbursement Program described below. Funds not used in the fiscal year shall not be carried over to the following fiscal year.

Tuition Reimbursement will be allowed, not to exceed the cost of four (4) PSU undergraduate credits per fiscal year per eligible employee who takes an approved course. Where an employee's District-approved course of study involves more than four (4) credits, the employee may carry over up to four (4) credits of unused tuition reimbursement that the employee was eligible for but did not use the previous school year. In such case, a total of up to eight (8) credits may then be used the following school year, subject to District approval of the course(s) taken and to the overall limit of \$50,000 expenditure for tuition reimbursement for all classified employees in any given school year. Employees will be allowed tuition reimbursement for working 75 percent or more of the assigned contract year. Reimbursement for less than full time (8 hours) employees will be prorated based on assigned hours and days.

Tuition reimbursement will be only for classes related to the work the employee now performs for the District or for which the District determines will be of value in the performance of the employee's duties at some future date. To receive tuition reimbursement, approval for the class must be obtained from the supervisor and Human Resources prior to registration. Tuition reimbursement as discussed in this section is generally for course work requested by the employee for college or continuing education credit. However, non-credit classes of educational value that support the employee's current position may also be reimbursed. First Aid classes may be reimbursed under this article. Excluded from reimbursement under this article are: travel, private course work, and preparation for an alternative career. Reimbursement for employees new to the District will not be granted for summer session work taken prior to the effective date of their contracts.

All claims for tuition reimbursement must be submitted along with a receipt showing the cost of the course actually paid by the employee. Where classes taken are on a semester hour basis, allowable quarter hours will be converted to semester hours on the basis that three quarter hours is equivalent to two semester hours. All claims must be submitted on or before June 30 of the fiscal year in which they are earned. Evidence of successful completion of the course (such as grade slips, transcript, certificate of attendance) must be filed in Human Resources prior to October 1.

## **ARTICLE 21**

### **JOB POSTINGS, TEMPORARY WORK, TRANSFERS AND PROBATION**

- A. The District will post specific non-entry level bargaining unit job openings as vacancies occur, on the District's website. Employees will be notified of all open postings directly through email notifications. The District reserves the right to transfer an employee to another position or location within the District when, in its judgment, it believes that transfer is in the best interests of the District or the employee. In such event, the job opening to be posted will be the one from which the employee was transferred.

The job opening notice shall include job titles, duties, qualifications and salary range.

- B. If the District determines that a temporary position needs to be filled, the supervisor at that work site will inform current classified employees working in that building of the position and will first consider letters of interest from current classified employees at the same building (work site). If the supervisor decides to fill the temporary position with current classified employee working at the same building (work site), when the temporary position ends, or at the end of the work year, whichever comes first, the regular employee shall be returned to his/her previous position, which will have been filled by a temporary according to Article 1.B.3.
- C. If the temporary position becomes a regular position the following school year, the current temporary incumbent may be assigned to the newly created position without posting.
- D. An employee wishing to be considered for reassignment to another position or work site within the District may file with Human Resources a written statement indicating his/her interest and location/program preference. Such a statement does not constitute a commitment for reassignment by the employee, but only a notice of possible interest for use by the administration. The employee must still apply for each posted position in order to be considered for the position.

- E. To be considered, a bargaining unit employee must apply for the vacancy within five (5) days of the date of posting. The District may, however, fill the position on a temporary basis prior to the expiration of this five (5) day period. The selection of a candidate, whether from within or outside the District, shall be at the discretion of the administrator. However, the administrator must interview at least two qualified employees (as identified in the Minimum Qualifications of the posting) who have applied for that position unless fewer have applied. Applicants who are not chosen to fill the job opening may make a written request to the supervisor who made the selection or the Administrator of Classified Personnel for a written or verbal explanation of the reasons they were not chosen for the position.
- F. An employee's probationary period shall extend for the first six (6) months of scheduled work following the date on which the employee is hired as a regular employee on a notice of employment or following transfer/hire to a different job classification. Employees should receive a written or electronic review approximately midway through the probationary period. If a midpoint review is not received, the employee may request that one be completed.

If an employee's performance during the probationary period is judged by the District to be unsatisfactory, the employee will be returned to his/her former job classification at his/her former rate of pay, provided an opening in that classification is then available. If not available, the employee may be placed in an available opening which the District determines he/she is qualified to perform, at the rate appropriate for that job, as determined by Human Resources. If the employee accepts a job in the alternative position, he/she may request in writing, within thirty (30) calendar days of accepting the alternative assignment, to be returned to the next available opening in his/her former classification. Such request will be honored for a period not to exceed one (1) calendar year from receipt of the written request.

If an employee is hired into a new classification, he/she may, during the six (6) month probationary period, file a written request with Human Resources to return to his/her former classification. Thereafter the employee may be returned to an available opening in his/her former job classification at his/her former rate of pay. If an opening in his/her former classification is not available, the employee may request assignment in an available opening which the District determines he/she is qualified to perform, at the rate appropriate for that job, as determined by Human Resources.

## **ARTICLE 22**

### **PERSONNEL FILE**

No information that relates to an employee's performance shall be placed in an employee's District personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such information by signing the document(s) in person or electronically, and may make a statement that such signature does not necessarily indicate agreement with the contents thereof. The employee will also have the right to submit a written or electronic response to the information placed in his/her file. This response will be reviewed by the Administrator of Classified Personnel and be attached to the information filed. Evaluations will remain in the physical personnel file or in an electronic employee management system.

Letters of consultation, warning and/or reprimand, and "corrective action" plans may be removed from an employee's personnel file at the discretion of management. An employee may request that such information

be removed from his/her personnel file after two years, providing that no subsequent adverse information has been placed in the file. The file will be reviewed by Human Resources in consultation with the supervisor. If they agree to remove the documents, the documents will be destroyed.

An employee's personnel file shall be available for inspection upon his/her request, and reasonable notice, to the Administrator of Classified Personnel.

## **ARTICLE 23**

### **COURT APPEARANCES**

If an employee is called for jury duty or is subpoenaed as a witness in a court case in which the employee personally is not involved, the employee will be entitled to reimbursement by the District at the straight-time hourly rate of his/her regular job, for the hours of work necessarily lost as a result of court appearance or duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement allowed by the court. A copy of the subpoena shall be filed with Human Resources.

Day shift employees will be required to report for work if their court appearance ends on any day in time to perform at least two (2) hours work in the balance of their regular shift. They shall not receive pay for any hours not worked. Other shift employees will not be required to report for work on any day they have performed more than four (4) hours of court duty, provided such absence shall be without pay. Hours paid for court appearances will be counted as hours worked for the purpose of computing leave benefits and insurance contributions.

## **ARTICLE 24**

### **GROUP INSURANCE BENEFITS**

The Association agrees to participate in a District-wide Insurance Committee (DIC) (all employee groups) to review and decide cost saving measures for the District's group insurance benefits. The parties acknowledge that in order to maintain the advantages of buying insurance for all employees as part of a single insurance group, the coverage and provisions for paying the insurance premiums for medical, dental and vision insurance, as listed below, will be adjusted, up and/or down, on an annual renewal basis, to keep it within the negotiated monthly cap of \$1626 or licensed cap, whichever is greater for 2017-18; \$1726 or licensed cap, whichever is greater for 2018-19; and licensed insurance cap for 2019-20. Excess costs beyond the caps will be borne by the employee or through agreed upon group insurance benefit adjustments. Prior to May 1, the District will inform OSEA of current cost projections and whether it is anticipated that health care costs will exceed agreed upon limits. Adjustments in the group health plan within the District-selected carriers must be agreed upon prior to June 1 with implementation on July 1.

For each eligible full-time classified employee electing to participate, the District shall provide the following coverage's:

- A. A choice of a Family Medical Plan.
- B. Life insurance coverage equivalent to the amount of the classified employee's annual salary as of September 1 rounded off to the nearest thousand dollars shall be provided to all classified employees, except bus drivers, in accordance with the master policy.

Life insurance coverage for bus drivers shall be determined as follows:

1. Newly hired bus drivers shall be issued a term life insurance policy in the amount of their contracted hourly rate for six (6) hours per each day of their first year's contract. Commencing September 1st following their date of hire, such insurance coverage shall commence in accordance with the provisions of the master policy.
  2. Thereafter, a bus driver's term life insurance shall be based upon his/her salary earned between yearly periods measured from September 1 of the preceding year. Such amount shall be calculated to the nearest \$1,000 of annual salary.
- C. Full Family Dental Plan (District's Dental Plan).
- D. Family Vision Plan.
- E. Long Term Disability (LTD) insurance for all employees who work a minimum of twenty (20) hours per week. The plan shall include a waiting period and provide 60 percent salary (maximum \$2,000) payable to age sixty-five (65) for illness or accident. This LTD benefit shall be integrated with PERS Disability benefits, Social Security Disability benefits, Workers' Compensation benefits, and other group disability insurance benefits. Benefits shall commence on the 91st day of continuous disability.

The coverage described in A, B, C, D, & E above shall be provided by the carrier(s) selected by the District during the term of this agreement, the District will pay the composite rate premiums for such coverage for full-time employee up to the dollar cap for that year. District contribution levels for less than full-time employees are specified below. Such coverage shall become effective on the dates specified above, subject to confirmation by the insurance carrier as to dates coverage for individuals go into effect and provided the employee pays the applicable portion of the premium for medical and dental coverage. Coverage for new employees will commence the first of the month following one month of continuous employment after the employee first reports for work or the month thereafter provided he/she complete an application for coverage prior to the time coverage is to go into effect and it is received by Human Resources within thirty (30) days of his/her date of hire.

If an employee submits a written resignation to Human Resources effective for the following school year and does so before August 1st, the District's payment of premiums shall continue through the month of August provided he/she is not receiving health insurance benefits from a new employer during this time. The employee must complete employment for his/her current work calendar in order to receive this benefit through August. The employee may enroll in the plan of his/her own choosing subject to the conversion rights provided by the carrier and the applicable COBRA regulations.

Regular part-time classified employees will receive group insurance benefits enumerated above and received by regular full-time classified employees subject to the following:

Employees who are employed for less than half time are not eligible for District group insurance plans or contributions. For employees who are employed from twenty (20) hours per week to less than thirty (30) hours per week, the District will pay half of the premium up to half of the District cap towards the District's monthly medical and dental premiums. Employees must pay the remainder of the monthly premium in order to participate. If an employee waives District medical insurance and selects a dental plan only, he/she may apply up to half of the District cap to the full cost of the dental plan premium.

The same employee and employer medical insurance contributions available during the work year will be available during the summer for all less than twelve (12) month employees.

The District will provide benefits as required by law to employees with on-the-job injuries or illness through the Workers' Compensation Program.

Any payment to the District for insurance must be made by auto deduction.

## **ARTICLE 25**

### **COMPENSATION PROVISIONS**

All eligible employees will be advanced a step on the salary schedule, effective July 1, 2017 and every year for the life of this contract. The salary schedule for 2017-18 will be increased by a 3 percent cost of living adjustment (COLA) and a market factor adjustment of 3 percent. The salary schedule for 2018-19 will be increased by a 3 percent cost of living adjustment (COLA) and a market factor adjustment of 3 percent. The salary schedule for 2019-20 will be contingent on the licensed cost of living adjustment (COLA).

Compensation schedules which apply to specific groups within the bargaining unit are available on the District website and by this reference are incorporated in this Agreement.

## **ARTICLE 26**

### **NEGOTIATION PROCEDURE**

Should either wish to negotiate a successor agreement it shall so notify the other in writing not later than January 15, prior to the expiration of this Agreement. Thereafter, the parties shall meet to review their respective proposals, and to negotiate the terms of a successor agreement in accordance with the procedures and conditions set forth in Oregon law. Subject to mutually agreed upon limitations, when negotiating sessions are scheduled during work hours, participating employees will be released from work without loss of pay.

## **ARTICLE 27**

### **DURATION AND EFFECT OF AGREEMENT**

- A. Except as otherwise expressly provided herein, this Agreement shall be effective as of July 1, 2017, and shall continue in effect through June 30, 2020.
- B. The parties acknowledge that revenue to fund the compensation and benefits provided by this Agreement will be determined differently than in previous school years. The Oregon Legislature, the people of the State of Oregon and local taxpayers will all have a role in the process.

In the event the Board determines that under any new budget it subsequently sets it cannot perform to the terms of this Agreement, or that revenues anticipated in the budget will not be realized, then either the Board or OSEA may require that negotiations be reopened, in which case the parties will bargain under ORS 243.698.



- C. It is understood that both parties have had an opportunity to make proposals and counterproposals on all negotiable issues during negotiation and that this written agreement reached as a result represents the total of all understandings between the parties for the contract term. On matters of mutual concern, this Agreement may be added to, deleted from, or modified only through voluntary mutual consent of the parties, and any Agreement reached shall be reduced to writing and signed by the parties as an amendment to the Agreement.
- D. Except as otherwise provided in this Agreement, should any article, section, or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law; but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.

## APPENDIX A

For the 2017 – 2020 salary tables, access the website below:

[http://www.beaverton.k12.or.us/pdf/HR/hr\\_ClassSalarySchedule.pdf](http://www.beaverton.k12.or.us/pdf/HR/hr_ClassSalarySchedule.pdf)

## APPENDIX B

For the classified classification charts, access the website below:

[http://www.beaverton.k12.or.us/pdf/HR/hr\\_Classified\\_Classification\\_Chart.pdf](http://www.beaverton.k12.or.us/pdf/HR/hr_Classified_Classification_Chart.pdf)

**BEAVERTON SCHOOL DISTRICT**

**APPENDIX C**

**GRIEVANCE RECORD - For use at Level I**

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Work Site: \_\_\_\_\_ Job Title: \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_ Telephone #s: \_\_\_\_\_

Date of alleged violation or misinterpretation: \_\_\_\_\_

Article(s) of the Agreement allegedly violated: \_\_\_\_\_

Statement of the Grievance: \_\_\_\_\_

Nature and extent of the injury or loss involved: \_\_\_\_\_

Results of previous discussions of the grievance and dissatisfaction with the decisions previously rendered:

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_  
(Signature - Grievant)

**Level I - Immediate Supervisor**

Disposition by Administrator: \_\_\_\_\_

\_\_\_\_\_  
(Signature - Administrator)

\_\_\_\_\_  
(Date Answered)





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