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IDnum 355 **Language** English **Country** United States **State** OR

Union Portland Federation of Teachers and Classified Employees

Local 111

Occupations Represented
Teachers—preschool, kindergarten, elementary, middle, and secondary

Bargaining Agency Multnomah County School District No. 1

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

2001-2003
AGREEMENT
between
PORTLAND FEDERATION OF TEACHERS AND CLASSIFIED EMPLOYEES
and
SCHOOL DISTRICT NO.1, MULTNOMAH COUNTY OREGON
AGREEMENT BETWEEN PORTLAND FEDERATION OF TEACHERS AND CLASSIFIED EMPLOYEES, LOCAL NO. 111,
AFFILIATED WITH THE AMERICAN FEDERATION OF TEACHERS-OREGON, AMERICAN FEDERATION OF TEACHERS,
AFL-CIO (HEREINAFTER CALLED "FEDERATION") AND SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON
(HEREINAFTER CALLED "DISTRICT") MADE ON THE AUTHORITY OF ITS BOARD OF DIRECTORS (HEREINAFTER
CALLED BOARD").

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ARTICLE 1 RECOGNITION

The Board recognizes the Federation as the sole and exclusive bargaining representative, as certified by the Oregon Employment Relations Board, for, and this Agreement shall apply to all employees specified in the Appendices of this Agreement. Such recognition excludes:

- 1) employees determined as confidential or supervisors as defined on ORS 243.650 (Chapter 536 Oregon Laws, 1973);
- 2) short term temporary employees (those hired for special assignment or project not to exceed sixty (60) continuous working days);
- 3) substitute employees (those hired to temporarily replace bargaining unit employees who are on an approved leave of absence not to exceed sixty (60) continuous working days or hired to temporarily fill positions which have become vacant and require posting not to exceed thirty (30) working days); and
- 4) student workers.

A volunteer or student worker shall not be used for the purpose of replacing an employee in an approved position.

ARTICLE 2 STATUS OF AGREEMENT

A. This Agreement shall modify, replace or add to any policies, rules, regulations, procedures, or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District.

B. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. 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 of the period covered by this Agreement.

C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the Board, one by the Federation.

D. Within sixty (60) days following the signing of this Agreement, the District shall endeavor to provide sufficient copies of this Agreement to the Federation for distribution to all employees. The District will provide a copy to all others thereafter employed.

E. The Board, the Federation, and their respective representatives shall take no action in violation of or inconsistent with any provision of this Agreement.

F. The parties acknowledge that during negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subjects appropriate for bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, the Board and the Federation agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter during the term of the Agreement.

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ARTICLE 3 CONTRACT ADMINISTRATION

A. Representatives of the Federation and the District may meet at mutually agreed upon times and places for the purpose of reviewing the administration of the contract in force and attempting to resolve any problems that may arise thereunder. Release time without loss of pay shall be provided to a maximum of three (3) Federation representatives to attend such meetings.

B. Neither party shall have any control over the selection of the representatives of the other party. Other problems which may be of concern to either the District or the Federation may be placed on the agenda by mutual consent.

C. These meetings are not intended to bypass the grievance procedure, and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. The Federation may, however, present the problems on behalf of the group of employees which involves an alleged violation of this Agreement, and only after failure to resolve the problem at these meetings may the Federation, upon its own initiative, file a grievance at Step 2 provided that the Federation must show clear and convincing evidence throughout the grievance proceedings that at least one employee has been directly adversely affected by the alleged violation of the Agreement.

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ARTICLE 4 FEDERATION RIGHTS

A. The Federation, through its representatives, shall have the right to transact official Federation business relevant to employees on school district property at all reasonable times, provided that it does not interfere with or interrupt classes or other normal school district operations. Such rooms or other appropriate meeting facilities shall be made available to for Federation use as requested without charge to the Federation, except that the District may make a reasonable charge when special service is required beyond normal operational practice.

B. The Federation and its building representatives shall have the right to use school district facilities and equipment, including typewriters, calculating machines, and audiovisual equipment, at reasonable times, when the same are not otherwise in use. The Federation agrees to pay costs of all materials and supplies incidental to such use.

C. The District shall permit Federation representatives to visit the school district buildings. Federation representatives shall make known their presence to the appropriate authority in the building. Employee

conferences, should they become necessary, shall be scheduled so as not to interfere with work assignments or disrupt normal school district functions.

D. The Federation shall have the right to make announcements at employees staff meetings or by use of any existing communication procedures not ordinarily available to students.

E. The Federation and its representatives shall have the right to post notices of activities and matters of Federation business and concern on staff bulletin boards. At least one such bulletin board shall be in each school district building. The Federation may use the District mail boxes for communications.

F. The District shall make available to the Federation, upon written request to the Office of the Superintendent, any and all reasonably available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

G. The District agrees to provide the Federation with the name, address and cost center of all unit members by October 10th of each school year. Thereafter, a listing of the name, address, work site, position, and home phone number, if available, of newly hired employees shall be provided on an monthly basis.

H. The Federation shall be provided time on the agenda of each regular board meeting for brief comments. If the Federation has a formal presentation, it shall be afforded a reasonable amount of time as determined by the Board. Subject to the timeline for notification established by the District, the Federation shall notify the Office of the Superintendent of the proposed length of the Federation's formal presentation, the subject matter thereof, and any specific action to be required from the Board or administration at the meeting. The Federation agrees not to use its rights under this Section for the purpose of collective bargaining with the Board or any of its members, or for discussing matters which the Board believes to be of primary concern to employees covered by other bargaining agreements.

I. The Federation shall be given time on the agenda of any general orientation meeting conducted by the District for new employees covered under this Agreement. The Federation shall also be given an opportunity to provide input in the planning and development of such orientation meetings.

J. The Federation appointed representative at worksites having eight (8) or more bargaining unit members shall be allowed release time of up to forty-five (45) minutes or one (1) class period, whichever is less, per month for the purpose of attending to matters relating to this Agreement. Such representatives must be employed for seven (7) hours or more per day. Designation of such periods must be agreed to by the worksite administrator and shall not interfere with educational or other work activities.

K. In the event that the District creates a new job classification, the Union will be notified of the job title, job description, and proposed salary range.

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ARTICLE 5 NONDISCRIMINATION

In administering the terms and conditions of this Agreement, the parties agree to comply with applicable state and/or federal statutes and/or regulations regarding nondiscrimination: i.e., on the basis of age, sex, sexual orientation, religion, race, physical handicap, marital status, political activity and affiliation. It is the expressed intent of the Federation, in executing this Agreement, that the Board and its designees shall retain sole control and direction over the District's compliance with such laws and/or regulations and that this Article shall in no way be interpreted as affecting the application thereof. The Federation shall use its best efforts to direct employees complaining of such discrimination to appropriate District administrative remedies. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices contained in ORS 659.030.

ARTICLE 6 MAINTENANCE OF BENEFITS

No employee covered by this Agreement shall suffer any reduction in rate of pay or benefits as a result of the execution of this Agreement unless such rate of pay or benefits are set forth in this Agreement.

ARTICLE 7 MANAGEMENT RIGHTS CLAUSE

Except as otherwise provided in this Agreement, the Federation agrees that the Board and its designees shall retain control and direction over all matters of inherent managerial policy. Such matters shall include, but are not limited to: the development of budgets, the functions and programs of the District, its standards of services, its

organizational structure, the selection, direction, assignment and classification of District facilities, termination of employees, reductions or increase in work year for departments or facilities, and actions as may be necessary to meet emergency situations. Whenever practicable, the District shall inform the Federation of any such significant actions affecting employees covered by this Agreement.

ARTICLE 8 NO STRIKE CLAUSE

A. During the life of this Agreement, neither the Federation nor any employees represented by the Federation will authorize, cause, engage in, or sanction any form of illegal concerted work stoppage, boycott, picketing, or any other interruption work at, within, or concerning any facilities or operations of the school district. Nothing shall impose any obligation on the District to compensate employees for absences resulting from concerted work stoppage.

B. In the event of a labor dispute between the District and employees not covered by this Agreement, the provisions of Section A will remain in effect; provided however, that in the event of a strike by such employees, the District shall not require employees covered by this Agreement to perform work which is usually performed by striking employees unless such work is also inherent of employees covered by this agreement.

ARTICLE 9 PAYROLL DEDUCTIONS

A. Payroll Deductions 1. Any employee who is a member of the Federation, or who has applied for membership, may sign and deliver through the Federation to the District's Payroll Office an assignment authorizing deduction of membership dues in the Federation. Such authorization will continue from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct the regular monthly dues from a regular salary check of the employees during each calendar month. With respect to all sums deducted by the District pursuant to said authorizations, the District agrees to remit such sums within five (5) working days from the end of the calendar month in which the deduction was made. 2. Any employee who has applied for Committee on Political Education (COPE) payroll deduction, may sign and deliver through the Federation to the District's Payroll Office an assignment authorizing deduction in addition to their regular membership dues amount. The new total amount authorized to be deducted will be given in writing to the District's Payroll Office. Such authorization will continue in effect from year to year unless revoked or changed in writing from the Federation Office to the District Payroll Office. Pursuant to such authorization, the District shall deduct the regular monthly amount from a regular salary check of the employees during each calendar month. With respect to all sums deducted by the District pursuant to said sums within five (5) working days from the end of the calendar month in which the deduction was made.

B. FAIR SHARE 1. The District shall, upon request of the Federation, automatically deduct from payroll checks of employees in the bargaining unit who are nonmembers of the Federation an amount established by the Federation as a fair share payment in lieu-of dues as compensation to the Federation towards the cost of collective bargaining and contract administration. Such deductions by the District shall be remitted to the Federation along with any deducted payroll dues. Such amount shall not exceed the usual and customary monthly dues of the Federation. An employee may file with the District and the Federation a written objection to fair share payments to the effect the objection is based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In such case the employee may be required to provide documentation to the effect that an amount equal to fair share has been paid to a non-religious charity or another charitable organization mutually agreed upon by the employees and the Federation. A letter from the Federation explaining such deductions will be included in the new employee packets distributed by the District. 2. The Federation warrants and agrees to indemnify, defend and hold the District harmless for the foregoing dues and fair share deductions and withdrawal procedures.

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

- Savings Bonds
- Approved Charitable Organizations
- Medical Insurance (School District #1 Health & Welfare Trust)
- Credit Union (Portland Teachers Credit Union)
- Fixed or Variable Tax Deferred Annuity Plans
- I.R.C. Section 125 Flexible Spending Account Plan

The District shall perform the same service for Federation members for any insurance plans offered exclusively by the Federation for Federation members, within the mechanical limits of the District's Payroll system.

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ARTICLE 10 PERSONNEL FILE

A. Each employee shall have the right, upon request, to review the contents of his/her own official personnel file and any other record of the employee which may be maintained by the supervisor if such record would be transferred to another supervisor in the event of re-assignment of the employee. Materials received prior to the

date of employment by the District are excluded from employee review. One such official personnel file shall be maintained by the District.

B. A representative of the Federation may, at the employee's request, accompany the employee and/or review his/her personnel file. The employee may respond to or answer any document in the file. The response shall be placed therein and attached to the document to which it is related.

C. An employee will be provided with a copy of any materials placed in his/her official personnel file by the District.

D. Anonymous materials shall not be placed in the official personnel file.

E. An Employee may request that letters of warning and reprimand (excluding evaluations) be removed from his/her official personnel file and building/department file after two (2) years, provided that no subsequent such entries have been made into official personnel file.

F. The employee may place in his/her file any material which he/she feels is pertinent to his/her professional career, performances and qualifications.

G. Any official grievance filed by any employee shall not be placed in the official personnel file of the employee, and shall not be used in any connection with or recommendation for job placement or performance.

ARTICLE 11 JOB DESCRIPTION/POSITION GUIDE

A. Employees new to the District and/or worksite shall be given a copy of the District's job description applicable to their job classification. Other employees will also receive a copy of their job description upon request made to the Human Resources Department within thirty (30) days of the request.

B. Upon assignment to a new worksite, or request by an employee, the supervisor shall, within thirty (30) days, provide and review with the employee a written "Position guide" or list of job duties outlining the specific duties and responsibilities of the employee's work assignment. A copy of such position guide shall be placed in the employee's official personnel file. An employee who believes that a substantial discrepancy exists between his/her written "position guide" and the District's job description applicable to his/her job classification may request a review as provided by Article 13.

C. Educational Assistants and Library Assistants shall be under the direction of a teacher or licensed staff member. Educational Assistants assigned to a classroom shall be supportive of the teacher and shall not be expected to independently develop lesson plans and instructional programs. Lesson plans shall be in an area accessible for Educational Assistants. Library Assistants shall not be expected to independently develop lesson plans and instructional programs. Such employees shall be given administrative support in dealing with disruptive students.

D. The District will conduct an annual orientation program within the first ninety (90) days of each school year. E. Local school office personnel shall not be responsible for actual discipline of students but will be responsible for supervising students while they are in the office. The employee can request assistance from the administrator or designee.

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ARTICLE 12 POSITION VACANCIES AND ANNOUNCEMENTS

A. Vacant secretarial/clerical positions which the District anticipates will continue for more than six (6) months shall be posted, with a copy to the Federation, for the purpose of providing opportunity to existing employees to make application for such positions. Such positions shall be posted for five (5) workdays providing that the delivery of services would not be substantially disrupted by delay caused by the posting. Employees wishing to submit an application for a posted position shall do so by notifying the Human Resources Department in writing. In the event that the delivery and distribution of a posting at an individual worksite does not allow for a response within the posting time, an employee will immediately call the Human Resources notifying of the late arrival, send his/her written letter of interest, and will be considered with other applicants. District employees who have applied pursuant to this section shall be considered first. Employees having a current satisfactory work record with the District who apply for a posted position and who meet the minimum qualifications for the position shall be given opportunity for an interview, except that in no case will a supervisor be required to interview more than five (5) such employees. Employees who are interviewed shall be notified of the outcome promptly following any final decision by the District. An employee not selected may inquire of the Human Resources Department as to the reason.

B. Approved educational assistant vacancies of six (6) hours or more for the subsequent school year which becomes known between April 1 and June 1 shall be posted by the District. Vacancies shall be posted for five (5) workdays. Only employees who have completed three (3) years of service in the District shall be eligible for a transfer under this section. Employees wishing to apply for a posted vacancy shall do so in writing to the Human Resources Department. An employee may not apply for more than five (5) vacancies. Such posting shall not be required after the beginning of the summer break.

C. During the school year, in order to facilitate awareness of employee interest in vacant educational assistant positions, and positions covered by Appendices E and F, employees who are interested in transferring to other educational assistant positions or positions covered by Appendices E and F within the District, shall submit a letter of interest stating positions and locations of interest to the Human Resources Department. The Human Resource Department will compile this information. Once a month, the Human Resource Department will provide the compiled information to the appropriate administrators. Requests by employees will be maintained by the District for the current school year. In order to qualify for reassignment, the employee must have been in his or her position for more than six (6) months.

D. The Human Resources Department will consult with the Federation in developing job titles for educational assistant positions.

E. Vacant Positions need not be posted when:

1. The vacancy is to be filled by assignment or promotion of a regular employee within the school or department provided the promoted employee has been in his/her current assignment for more than six (6) months.

2. The Position to be filled is by an employee who is unassigned, or an employee returning from a leave of absence, or an employee having recall rights from layoff.
3. They are entry level positions (those below Group F on Appendices A and B, those on Appendices C, D E, and F and positions of less than four (4) hours).
4. The vacancy is to be filled by the administration initiated transfer of an employee. The reason for such transfer shall be discussed with the employee, and, whenever possible, the employee's preferences shall be considered. The transfers will be discussed with PFTCE prior to implementation.
5. The vacancy is to be filled by the employee who, within the previous six (6) months, had been bumped from that position.
- F. Nothing in this Article shall be interpreted as restricting the District in determining who is selected to fill a vacancy. The selection decision by the District shall not be grievable.
- G. The District shall provide the Federation with the names of the persons considered, interviewed and hired for positions posted as required by this Article. Salary placement of the person hired shall be indicated. The listing shall be provided on a monthly basis

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ARTICLE 13 PROMOTIONS AND RECLASSIFICATIONS

- A. An employee who is promoted to a position of higher classification, but after a reasonable period of time not exceeding six (6) months is unable to demonstrate a satisfactory level of performance in that position, shall be entitled to return to a position comparable to the one held prior to his/her promotion providing a vacancy exists. In such case, the employee will be placed on the salary schedule at the salary step he/she would have realized had the promotion not occurred.
- B. For the purposes of this Article, "promotion" shall mean the assignment of an employee from their present position to a position having a higher salary classification than the one previously held. "Reclassification" shall mean that a position occupied by an employee is changed to a higher salary classification but the employee remains in the position. An employee who is promoted or reclassified shall be placed on the new salary schedule at a salary level not less than the salary of the next step on the salary column previously. If the employee was on the maximum step of a salary column, then he/she shall be placed at a salary level closest to but not less than his/her previous salary and shall receive one (1) additional step.
- C. An employee temporarily assigned the full duties and responsibilities of a higher salary level position for more than five (5) days shall be paid five percent (5) above his/her current hourly rate, or the first step of the higher classification, whichever is the greatest, retroactive to the first day of the temporary assignment.
- D. A Job Classification Committee shall be established, comprised of two (2) members appointed by the Federation and two (2) members appointed by the District. The Committee shall review requests made by employees that their job assignment be reclassified. The Committee shall develop and maintain procedures to be followed by employees requesting a classification review of their assignment. The Committee shall develop and maintain procedures to be followed by employees requesting a classification review of their assignment. The Committee shall meet on a quarterly basis to review requests submitted during that quarter. The Committee may request the employee to appear or the employee shall have the option of appearing before the Committee. The decision of the Committee shall be final and the employee shall be notified in writing of the decision within ten (10) days. Consensus of the Committee shall be required in order to change a classification. If it is determined that a change in classification is justified, the position shall either be reclassified or the work assignment restructured to comply with the existing classification. The effective date for any salary increase shall be the first of the month following the month in which the original request for reclassification was made by the employee, provided the employee complied with the procedures for requesting a classification review.

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ARTICLE 14 CAREER DEVELOPMENT

- A. The District shall establish a career development fund in the amount of Thirty Thousand Dollars (\$30,000) per contract year for the purpose of assisting employees seeking to upgrade and gain new skills. Half of the funds shall be available for each semester. Any funds not used during the first semester shall carry over into the second semester. But at the end of the fiscal year, any unused funds will revert back to the District's general fund. Uses of such funds shall be for the cost of enrollment in workshops, seminars, conferences or college courses related to public education or work performed by members of the bargaining unit. The fund may not be used for travel, lodging and meals unless the cost of the meal is included in the fee for attending the workshop, conference or seminar. Requests for use of funds must be submitted through the employee's supervisor with final approval by the Human Resources Department prior to taking the course. To receive reimbursement, an employee must provide verification of successful completion of the work as soon as possible following completion of the work. Reimbursement shall not be made for amounts of less than Fifteen Dollars (\$15.00) and no employee shall receive more than Three Hundred Dollars (\$300.00) in any one (1) year. Twelve Hundred Dollars (\$1200.00) from the fund each year shall be available for miscellaneous employees (those working less than half time). Except for tuition, the District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation.
- B. The District shall pay the full cost of tuition fees, supplies, mileage and any other related costs if employee meets District guidelines for any class, workshop or seminar for which an employee is directed to attend. If such attendance is required outside the employee's work hours, the employee shall be paid as required by law.
- C. An employee may attend a workshop, conference or seminar related to his/her work assignment during his/her regular work hour provided the following conditions are met:
 - a. Approval of supervisor;
 - b. Coverage of work assignment without additional cost being incurred (e.g. substitute,

- compensatory time);
c. Documentation provided to validate attendance.

D. The District shall establish an Inservice Fund in the amount of Three Thousand Dollars (\$3,000) for each year of the contract for the purpose of providing an inservice program for the Classified Employees. The Federation will participate with the District in a Joint Labor/Management Committee to facilitate the development and implementation of such program. Recognizing that the implementation of new technology will create training requirements for many Classified Employees, the Committee shall also establish and implement a program to address these needs.

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ARTICLE 15 LUNCH AND REST PERIODS

A. Each employee working more than four (4) hours per day shall be entitled to a minimum one-half (1/2) hour duty-free lunch period without pay. Employees who are regularly required to be on duty during their one-half (1/2) hour lunch period shall be given the equivalent time off at the end of the day.

B. Employees shall receive a fifteen (15) minute break during each four (4) hours of work. Employees who are regularly scheduled to work seven (7) hours or more shall receive two (2) such breaks. Such breaks shall be at times convenient to the work schedule as determined by the supervisor. An employee who is required to work more than one (1) hour beyond an eight (8) hour shift shall be entitled to a fifteen (15) minute break at the end of the normal eight (8) hour shift.

C. Whenever practicable, a Sign Language Interpreter shall be given a five (5) minute break from signing during the natural breaks in the bell schedule.

ARTICLE 16 OVERTIME AND CALL BACK

A. Overtime

1. Overtime shall be compensated at time and one-half of the employee's hourly rate and will be paid only after eight (8) hours of work in one (1) day or after forty (40) hours of work in one (1) week. This overtime rate shall also apply to work performed on Saturdays and Sundays (unless such days fall within an employee's regular work week assignment), or on scheduled "down days".

2. An employee who works on a paid holiday (See Article 22B) shall receive holiday pay plus time and one-half straight time pay for hours worked.

3. Overtime must be authorized in writing by the supervisor.

4. When overtime is available supervisors will attempt to find bargaining unit members who are willing to work the additional hours.

B. Call Back

1. Emergency Call Back An employee called back to work after completing an eight (8) hour shift shall be compensated at the greater of the following:

a. Overtime rate times actual hours worked, or

b. Four (4) hours of straight time pay.

2. Scheduled Call Back. An employee who is required to return to work for evening activities such as back to school programs, parent conferences, etc., shall receive a minimum of three (3) hours compensation for such time. This three-hour minimum may be satisfied through early release of the employee from his/her regular work schedule.

C. Compensatory Time In lieu of pay, compensatory time off at the overtime rate may be specified by the District. However, time off or pay must be granted by the end of the next calendar month following the month in which the overtime was worked unless mutually agreed otherwise by the District and the employee. Comp time may be accrued to a maximum of 40 hours.

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ARTICLE 17 OPTIONAL WORK SCHEDULE

A. The District reserves the right to implement a ten (10) hour day, four (4) day work week, but shall consult with representatives of the Federation before so doing for the purpose of applying this Agreement to such a schedule.

B. If at the beginning of the work year approval has been given to modify the employee's work year, the employee may elect to have the additional salary distributed equally over his/her annual pay schedule.

C. An employee who works more than fifty percent (50%) of a month beyond their scheduled work year will receive an additional day of sick leave accrual.

ARTICLE 18 EMPLOYEE DISCIPLINE

A. No employee shall be disciplined without just cause. For the purpose of this Article, discipline shall include verbal and written reprimands or warnings placed in the employee's personnel file, suspension and discharge.

B. An employee who is disciplined has the right to use the grievance procedure. In the case of suspension without pay or discharge, the grievance shall be initiated at Step 2 and such hearing shall be deemed a hearing under ORS 342.663. In the case of an employee with less than six (6) months of service, the decision rendered at the hearing shall be final. In the case of discharge based on unsatisfactory work performance of an employee with more than six (6) months of service, the arbitrator shall be limited to considering the following:

(1) Was the employee warned?

(2) Was the employee given an opportunity to improve?

C. An employee shall have the right to attach a written statement to any written warning or reprimand and have such statement placed in his/her personnel file.

D. An employee shall have the right to have a representative present at any meetings which the employee believes may result in discipline, except such right will not exist when the meeting is related solely to the evaluation of the employee's work performance. Prior to such a meeting the employee will be provided written notice of its purpose and the right to a representative present during the meeting.

E. Whenever practicable, discipline shall be administered in private and shall be progressive. Progressive discipline shall mean verbal warning, written warning (which may include placement on probation), including improvement expected, suspension without pay, and termination. The nature of the offense shall determine where the progressive discipline is initiated.

ARTICLE 19 EMPLOYEE EVALUATION

A. Formal evaluation of employees shall be in writing and shall be for the purpose of establishing a record of the employee's work performance. The evaluation may include but is not limited to: establishing performance standards and outcome measures, recognition of an employee's efforts, as well as planning for improvement. Issues of attendance and punctuality may be addressed if they have previously been discussed with the employee. The employee's job description shall be a basis for the evaluation.

B. The evaluator shall review the written evaluation with the employee and provide the employee with a copy. The employee shall sign the evaluation acknowledging receipt. If the employee has objections to the evaluation, s/he may within twenty days following receipt of the evaluation put such objections in writing and have them attached to the evaluation report and placed in his/her personnel file.

C. The frequency of evaluations shall be determined by the District and generally occur every other year by April 1st for bargaining unit employees. If the District chooses to do so, it may conduct formal evaluations on an annual basis. An employee may request to receive one (1) annual evaluation. Such request shall be in writing to the employee's supervisor with a copy to the Human Resources Department.

D. The Human Resource Department will consult with the Federation in developing an outline of best practices to be used in conducting employee evaluations.

E. When the District determines that an employee's work performance is unsatisfactory, it shall so inform the employee in writing of any deficiency and the improvement expected and provide the employee with the opportunity to correct the unsatisfactory performances within a reasonable time period established by the District.

F. The judgement of an employee's work performance by an evaluating supervisor shall not be the subject of a grievance. A grievance concerning an evaluation shall be limited to an allegation that the evaluation was done in bad faith or clearly untrue. The burden of proof shall rest with the Grievant. Such grievance shall be filed at the next administrative level above that of the evaluator and that administrator shall provide a written decision within five (5) working days of any hearing. If the grievance is not resolved, it may be appealed by submitting a written statement to the Office of Employee Relations within ten (10) working days following receipt of the administrative written decision. The written statement must clearly set forth why the previous decision is in error regarding the allegation of bad faith or being clearly untrue. The Director of Employee Relations, or designee, may review the record of the grievance and/or conduct a hearing and shall issue a written decision within ten (10) working days following such review or hearing. Such decision shall be final.

G. Sign Interpreters will be evaluated using the Oregon Skills Assessment and/or the District's evaluation form.

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ARTICLE 20 GRIEVANCE PROCEDURE

The purpose of this procedure is to provide for an orderly and expeditious adjustment of grievances contended by an employee or group of employees. In order to be cognizable, each grievance shall have been initiated within thirty (30) calendar days of the occurrence of the cause for complaint, or, if the grievant did not have knowledge of said occurrences at the time of its happening, then within thirty (30) calendar days of the first knowledge.

SECTION 1 Definitions:

1. A "grievant" is an employee or group of employees who initiate a complaint alleging that the employee or group of employees have been directly injured through a violation of the terms of this Agreement. The term "grievant" also includes the Federation with respect to grievances growing out of an alleged violation of its organizational rights under this Agreement.

2. "Grievance" shall mean a contention by an employee or group of employees that they have been directly affected by a violation of this Agreement. The term "grievance" shall not include and this grievance procedure shall not apply to any of the following:

a. Any matter as to which the Board of Education is without authority to act.

b. Any matter for which a specific administration or judicial remedy has been prescribed by State and/or Federal Statute (such as employment discrimination, employment and dismissal of employees, health and safety, etc.).

c. Any dispute concerning whether any part of this Agreement became effective or ceased to be effective.

3. The term "days" shall mean workdays excluding weekends and holidays.

STEP 1

A. Since the purpose of this procedure is to settle grievances equitably, and informally if possible, at the lowest possible administrative level, a thorough discussion of the complaint shall be conducted by the grievant and the supervisor or administrator, who has approved the action which has caused the employee to be aggrieved, to seek grounds for resolution of the problem.

B. In the event the problem cannot be resolved at Step 1A., the grievant shall promptly prepare a written statement of such fact and setting forth the basis and particulars of the grievance and furnish it to the supervisor or administrator, who shall within five (5) days prepare a written statement of the reasons for the decision thereof.

STEP 2

If the grievant is not satisfactorily adjusted at Step 1, the grievance may be appealed by submitting a written statement to the Office of Employee Relations within five (5) days following receipt of the Step 1B. decision. Within ten (10) days, a hearing regarding the appealed grievance will be held with the grievant and his/her representative and a written decision shall be provided within five (5) days following the conclusion of such hearing.

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STEP 3

If the written decision at Step 2 is not acceptable, the grievant shall notify the Office of Employee Relations within five (5) days following receipt of the decision. The Superintendent shall then submit his/her recommendation on the grievance to the Board of Education. It is intended that the Board would act on the Superintendent's grievance recommendation no later than the second scheduled Board meeting following receipt of the written notice of appeal. The Federation at this time may proceed with requesting a list of arbitrators in the event the Federation determines to pursue the grievance to arbitration.

STEP 4

Arbitration Insofar as the Board decision at Step 3 is alleged by the grievant to be a violation, misinterpretation or erroneous application of a specific provision of this Agreement, the grievant, through the Federation, may appeal the decision to an arbitrator according to the following procedures:

A. Within five (5) days of the Board's decision, the grievance may be appealed to arbitration by requesting that the Oregon Employment Relations Board furnish a list of five (5) arbitrators. The parties shall then meet to alternately strike one name from the list until one remains and such person shall be the arbitrator. In the alternative, the parties may jointly agree upon a person to serve as arbitrator.

B. An employee may not appeal to arbitration without approval of the Federation and without notice to the District of the appeal to arbitration.

C. The arbitrator shall issue a written decision within thirty (30) days of the close of the hearing or submission of briefs, whichever occurs later.

D. The decision of the arbitrator shall be binding on all parties provided:

(1) the arbitrator must restrict the decision to interpretation of the Agreement and may not deduct from or add to or expand this Agreement;

(2) is in accordance with the legal meaning of this Agreement;

(3) is based on substantial evidences; and

(4) does not result in an obligation to pay money beyond amounts budgeted for the particular item of purpose in the current budget. The arbitrator may not award punitive damages.

E. Should either party wish to seek review of an arbitrators decision, proceedings must be instituted in a court or agency or competent jurisdiction within thirty (30) days of the effective date of the arbitrators decision.

F. Costs charged by the arbitrator shall be fully borne by the losing party in the arbitration

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SECTION 2

General Procedures for all Grievances

1. The grievant must be present at Step 1 and may be present at all others. The grievant may be represented by the Union or may represent himself/herself. Any grievance settlement reached in the absence of involvement by a representative of the Federation shall apply to that grievance only and shall not be a precedent. A grievant shall be given release time without loss of pay. Should the participation of witnesses in any grievance hearing require the employment of a substitute, the Federation shall reimburse the District for the cost of the substitute.
2. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process.
3. It may at times become necessary to extend time limits. These extensions are to be kept to a minimum and must be mutually consented to in writing by the parties involved at any time.
4. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
5. The Board and its administrators will cooperate with the grievant in the investigation of any grievance, and further will furnish the grievant or his/her representative with such necessary and readily available information as is requested for the processing of any grievance.
6. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies of the conduct complained of, and failure to do so shall preclude resort to such other remedies.
7. A representative of the Federation may be present at all steps of the procedure. The Federation will be notified promptly of the terms of the final decision or settlement of any written grievance.

ARTICLE 21 LEAVES

Leaves provided under this Article are intended to meet the legitimate needs of employees. The use of leaves must be limited to instances of personal need and are not to be abused. Any abuses may be subject to the provisions of Article 18.

A. SICK LEAVE

1. Employees who are employed on a regularly scheduled basis of half time or more shall accrue sick leave at the rate equivalent to one (1) day for each month worked. Any employee shall receive the accrual providing they work fifty percent (50%) of the scheduled month worked. The use of accrued sick leave shall be limited to instances of personal illness of the employees including medical appointments.
2. Employees who have completed one (1) full year of service with the District shall be accredited with the equivalent annual sick leave at the beginning of each fiscal or school year. Other employees shall be credited at the rate of one (1) day for each month worked.
3. Sick leave days may be accumulated by employees only if not used in the year for which granted. Total unused sick leave which can be accumulated shall be unlimited.
4. When an employee has exhausted his/her accumulated sick pay credits, s/he shall be entitled to additional credits of one (1) day for each year of service at two-thirds (2/3) the daily rate of pay. Employees shall be entitled to use of such credits on a one (1) time only basis.
5. Employees shall not be credited with any sick leave days with respect to periods during which they are on leave of absence from work for the District of more than one (1) month duration; their accumulated sick leave shall not be charged with days of sickness during such leave; and they shall not be paid for days of illness during such leave except when the illness or injury is the factor which entitled the employee to the leave in question.
6. An employee assigned to work beyond the scheduled work year, or during summer school, may charge absences due to personal illness to his/her sick leave account.
7. The District shall continue its election pursuant to Chapter 646 Oregon Laws, 1973 (sick leave credit for retirement benefits).
8. The District will establish a Sick Leave Bank of three hundred and fifty (350) hours per year for use by employees who have exhausted their sick leave. The Federation can solicit voluntary contributions up to three hundred and fifty (350) hours per year. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the Federation but shall include the following:

- a. Use of hours from the Bank shall be only in cases of critical illness or injury of an employee.
- b. The employee must have exhausted all of his/her accumulated sick leave and vacation hours.
- c. To be eligible, an employee must have been employed by the district for two (2) years or more.
- d. Request for use of the Sick Leave Bank will be jointly approved by the Federation and the District. Requests of less than five (5) days or more than twenty (20) days will not be approved.
- e. The Bank will not be used in association with a worker's compensation claim.

f. Employee's contributions to the Bank shall not be for less than four (4) hours

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B. OTHER PAID LEAVES

1. Family Illness

All employees shall receive up to three (3) additional days of leave per year with pay in case of illness of a member of the employee's immediate family. "Immediate family" shall be interpreted to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers, sisters of the employee, including where the employee may be designated as the legal guardian and also any person living in the home with the employee providing the employee is responsible for the care of such person. In the event that emergency conditions arise, an extension of family leaves shall be determined upon merits of the individual case by the Office of the Superintendent. After utilizing the available days for family illness leave, the employee may charge against his/her accumulated sick leave when additional time is needed to provide care for a member of the employee's immediate family. The District may require a physician's statement verifying the illness of the family member.

2. Absence Due to Quarantine

An employee's absence from work because of quarantine by the appropriate public health official shall not be charged against the employee's sick leave, and the employee shall suffer no loss in pay during such period as a result of the quarantine provided, however, that such quarantine is declared solely for the purpose of preventing the spread of communicable disease to others.

3. Funeral Leave

a. An employee shall be permitted an absence of up to one (1) day without loss of pay to attend the funeral of a relative or friend. An additional day may be granted by the District in consideration of distance and difficulty with travel arrangements. b. An employee who is absent because of a death in his/her immediate family shall be permitted up to three (3) consecutive days (five days in the case of a parent, spouse or child, and two (2) days at two-thirds (2/3) pay. "Immediate family" shall be interpreted to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers, sisters; including where the employee may be designated as the legal guardian and also any person living in the home of the employee providing the employee is responsible for the care of such person.

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4. Emergency/Personal Business Leave

Employees employed on a regularly scheduled basis shall be entitled to emergency leave of three (3) days per work year without loss of pay. Emergency leaves may be used:

a. In the case of unanticipated circumstances beyond the employee's control and for which prior planning cannot be made; or

b. For attending to matters which cannot be scheduled outside the employee's work hours and for which the personal attention of the employee is required. In such cases, a request indicating the reason for the leave must be made to the responsible administrator at least twenty-four (24) hours in advance. Such leaves shall not be used for recreation, other employment, union or political activities, or to extend other leave categories as provided by this Agreement, unless on an approved FMLA or OFLA leave.

5. Mandatory Court Appearances, Jury Duty

a. An employee subpoenaed to appear as a court witness shall be excused from work without loss of pay, provided that the employee shall submit any witness fee received to the School Districts Business Office along with a copy of the subpoena. In cases where the employee is a party to the action, his/her absence will be a personal leave without pay or, at the employee's election, emergency/personal business leave as provided in B.4 may be used. An employee required to appear in court as a party with the District shall be released without loss of pay.

b. An employee subpoenaed for jury duty shall be excused from work without loss of pay, provided that the employee shall submit any jury fee received to the School District's Business Office along with a copy of the subpoena. On days when the employee is excused from jury duty, s/he shall report to work provided four (4) hours or more of the workday remains at the time s/he is excused; and provided that length of time on jury duty prior to excuse and his/her workday with the District shall not exceed his/her normal workday.

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C. UNPAID LEAVES

1. Special Leaves of Absence

Employees who have been continuously employed for two (2) or more years may apply for a special leave of absence without pay. The District shall exercise its discretion in the granting of such leaves. Such leaves shall not exceed one (1) year without special authorization by the Superintendent. Employees on such leaves shall not be permitted to engage in remunerative services without the approval of the Superintendent.

2. Child Care Leaves

a. An employee covered by this Agreement shall be eligible for a child care leave (maternity, paternity or adoption) for up to one (1) year. In the case of maternity, the employee may charge against her accumulated sick leave for the period of disability provided the disability occurred within thirty (30) days of the commencement of the leave. Other child care leave may be granted for a period of up to one (1) year. Extensions may be granted for medical reasons relating to the child.

b. The District shall retain full control and authority to establish policies and regulations regarding the administrations of maternity and paternity leaves. Such policies and regulations may include, but not be limited to: application procedures, requirements for physician statements, return procedures, etc. Such policies and regulations shall not be considered as part of this Agreement.

3. Disability Leaves

Employees who become physically disabled shall be eligible for an unpaid leave of absence on the same basis as that granted in C.2 above.

4. Military Leave

The District shall be solely responsible for a military leave policy required by ORS 408.210 through 408.290.

5. Federation Leave

A leave of absence for the president and a second position of the Federation shall be granted to any employee covered by this agreement upon application by the Federation for the purpose of the employee serving as an officer of the Federation. The District shall continue to pay such employee(s) and provide benefits, with the exception of leave benefits, but will be reimbursed by the Federation for the cost of salary and fringe benefits. Upon return from such leaves, an employee shall proceed on the salary schedule as if s/he had been employed with the District each year of the leave. The Federation agrees to consider carefully each request for release time for Federation members. Although leaves for short terms without loss of pay may be granted upon approval by the Office of the Superintendent, the Federation shall reimburse the District for the cost of salaries and fringe benefits.

6 . At the conclusion of a leave of up to six (6) months, the employee shall be returned to the position s/he formerly occupied or one that is comparable in duties and responsibilities. The District may require that the expiration of such leave coincides with the natural breaks in the school calendar so that continuity of services is maintained.

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D. REPLACEMENTS

Employees, other than substitutes, hired in positions not expected to continue for more than six (6) months or to replace employees on approved leaves of absence shall be considered as a long-term temporary during the first six (6) consecutive months of employment. Temporary employees who have completed six (6) consecutive months of service who are terminated will, upon re-employment, be given credit for the time worked unless the period of termination was six (6) months or more. Temporary employees shall be entitled all benefits provided by this Agreement with the exception of Articles 21.B, 21.C, and 27

ARTICLE 22 VACATIONS AND HOLIDAYS

A. Classified employees who are employed on a twelve (12) month basis shall receive vacation with pay as follows:

Monthly Accrual

Years of Service	Days	Hours	
1-5	10	6.7	<p>Employees shall accumulate vacation credits at the appropriate above monthly accrual rate following completion of each month worked. For the purpose of this Article "month worked" shall mean on-the-job time, vacation time and authorized pay leave. New employees shall generally not be eligible to take vacation until completing one (1) year of service. Exceptions may be made upon approval of the employee's supervisor. However, at no time shall an employee take paid vacation against time not yet earned.</p> <p>Vacations must be scheduled through an employee's supervisor. A supervisor may require that vacations be scheduled at a time least disruptive to the department to which the employee is assigned.</p> <p>Vacation time earned during a fiscal year must be taken before the end of the next fiscal year.</p> <p>An employee who occupies a position having a work year of less than twelve (12) months and who transfers to a twelve (12) month work year assignment may count the time employed in the previous assignment as qualifying for vacation allowance. The basis for this allowance shall be the number of days worked in the previous position divided by a twenty-two (22) day calendar month. This will be converted to years of service and the employee shall commence to accrue vacation credits at the monthly rate shown above.</p> <p style="text-align: right;">up</p> <p>B. HOLIDAYS</p> <p>1. Regularly employed 190-200-210 employees shall receive the following holidays.</p>
6	11	7.4	
7	12	8.0	
8	13	8.7	
9	14	9.4	
10	15	10.0	
11	16	10.7	
12	17	11.4	
13	18	12.0	
14	19	12.7	
15	20	13.4	
16	21	14.0	
17	22 (max)	14.7	

Labor Day
Veterans' Day
Thanksgiving Day
New Years Day
President's Day
Memorial Day

.2. Regularly employed twelve (12) month employees shall receive the above days and, in addition, shall receive Independence Day and Christmas Day. In the event the District closes operation in observance of Martin Luther King's birthday or any other day, 12-month employees shall not suffer pay loss. The District, however, reserves the right to change the days designated as paid holidays provided that in so doing it does not reduce the number of paid holidays.

3. An employee shall receive holiday pay provided the holiday falls on a scheduled workday of the employee and that the employee worked the nearest scheduled workday immediately preceding and following the holiday. Employees on vacation or authorized paid leave shall be considered as being at work. Employees whose work year is extended (no break in work year, continues employment) by the school or department, will be accorded holiday pay for July 4 provided they meet the criteria established earlier in this section.

4. Employees who are members of a religious faith may be absent without loss of pay up to two (2) days per year specified by that faith as religious holidays which require participation during the workday in religious observances.

ARTICLE 23 INSURANCE

A. HEALTH AND WELFARE TRUST

1. The District shall contribute to the School District No. 1 Health and Welfare Trust the cost of full-time employees and their dependents and domestic partners participating in the insurance plans of the trust. The cost of providing those benefits or their equivalent in existence on June 30, 1993, shall be maintained by the District for the term of this Agreement. Effective July 1, 1995, the maximum coverage for dental shall be One Thousand Seven Hundred Fifty Dollars (\$1,750) per eligibility year. Life insurance coverage shall be Ten Thousand Dollars (\$10,000). The District shall contribute for insurance plans provided by the Trust for participating part-time employees (those regularly working twenty (20) hours or more but less than thirty (30) hours per week) an amount not to exceed fifty percent (50%) of the contribution made by the District for full-time employees. The parties recognize the need to address means for containment of health care costs. Therefore, the parties agree to explore alternative programs and, upon mutual agreement of such program or programs, to support their implementation through the Health and Welfare Trust. The parties agree to support the offering of a Preferred Provider Organization (PPO) option as an alternative to the present indemnity plan provided by the Trust.

2. District contributions shall be for the cost of each insurance for participants in any of such plans, including dependents of employees; provided that medical/hospitalization insurance shall be considered of first priority, and dental insurance shall be second priority. Before such payment is required with respect to an employee, the Trustees shall certify to the District that the employee has such medical/hospitalization coverage (1) through the Trust, or (2) from other coverage which is substantially equal to or greater than that provided by the Trust. The District will not offer a similar plan or other medical/hospitalization insurance coverage to employees, and will not provide cash payment thereto in-lieu-of its contributions to the Trust.

3. If, during the life of this Agreement, a federal or state health insurance program covering all members of the bargaining unit becomes mandatory and effective, the parties agree to meet and discuss the effect thereof upon the District contribution to the Health and Welfare Trust.

4. The District shall contribute to the Trust towards the cost of providing a medical/hospitalization plan for employees who (a) elect early retirement on or after June 30, 1995, and are eligible to retire under the Public Employees Retirement System (PERS); (b) have completed at least fifteen (15) years of consecutive service with the District, and (c) are at least sixty (60) years of age but not eligible for Medicare, and (d) are eligible under such plan then offered by the Trust. The District shall pay one-half (1/2) of the cost for the spouse/domestic partner of the retiree enrolled in the Plan, for eligible employees who retire on or after that date. A qualifying retiree below age sixty (60) must maintain their coverage in order to be eligible for District contributions to commence at age sixty (60). An employee below age sixty (60) however, may elect to have District contributions commence upon retirement but the District shall then cease its contributions at the end of sixty (60) months

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B. Workers Compensation

All employees of the District are eligible for State Worker's Compensation benefits. For absence due to a compensable injury as defined in ORS 656.002 (6), an employee shall retain the worker's compensation check which s/he received from the State for time lost. The District will make supplemental payment from the date of injury in an amount equal to the difference between the compensation check and the employee's regular check during the period of payment under the Worker's Compensation Act. Such period shall not exceed one hundred eighty (180) days for one (1) injury, during which time no charge shall be made against the employee's accumulated sick leave. The one hundred eighty (180) day period shall not constitute a guarantee in the event staff reductions become necessary pursuant to Article 27 of this Agreement. For the purpose of this paragraph, it can be considered that an employee's "regular check" paid in a particular payroll period is for services during all of that payroll period. For instance, a monthly check paid in August equaling one-twelfth (1/12) of the employee's annual salary shall be deemed compensation for services during August, so that Worker's Compensation benefits received with respect to all or part of that month would be deducted from the amount regularly payable as compensation from the District for such month. An employee who is injured on-the-job shall give a right, for a period set forth by the worker's compensation statutes, to return to a position of comparable duties and responsibilities to the one s/he occupied but subject to the seniority provisions of Article 27.

ARTICLE 24 SAFETY

A. SAFETY

An employee shall have the right to refuse to expose him/herself to immediate danger created by an unsafe working condition when such danger threatens substantial bodily harm. The employee shall give notice of the condition to his/her supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. Classified staff will have access to a student's IEP/IFSP if the employee is assigned to work with the student. The employee may request additional training or assistance in developing strategies to manage behavior. The supervisor will arrange to provide the assistance that he/she feels is appropriate.

B. In the event the District sponsors a smoking abatement program, employees may participate one time at no cost.

C. PROPERTY LOSS

The District shall reimburse employees for loss of personal property, excluding the employee's automobile, which occurs while the employee is on duty under the following circumstances:

1. When the loss is a result of any unwarranted assault on the employee's person suffered while on duty.
2. Property stolen by the use of forcible entry on a locked container or when reasonable precaution has been made to protect property. A secure, lockable area shall be made available to all employees.

The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a unit member while in the normal course of his/her duties as an employee of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the unit member. The District may require as condition to this coverage that before the vehicle is used on District business, the unit member provide a license of insurance showing that he or she has at least the minimum amount of insurance required to license a vehicle in the State of Oregon. The District will reimburse the unit member for any deductible cost the unit member is required to pay, as a result of an on-duty accident, not to exceed Two Hundred Fifty Dollars (\$250). Reimbursement will not be made if the unit member is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than Five Dollars (\$5.00) or that portion in excess of Four Hundred Dollars (\$400.00) and shall not be made when carelessness or negligence on the part of the employee was evident.

Employees shall cooperate and support the District in its investigation and resolution of any reported loss. The District will provide assistance in attempting to investigate and/or reclaim other stolen or damaged property including automobiles.

D. The District will pay for the costs of record checks and fingerprinting of existing employees as required by state law.

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ARTICLE 25 COMPENSATION

A. Salary Schedules for 2001-2002

Salary schedules for fiscal year July 1, 2001, through June 30, 2002 are set forth and incorporated in the appendices of this Agreement. The appendices increase the 2000-2001 salary schedules for each step of each schedule by 2.9% (two and nine-tenths percent), except that the new Sign Language Interpreter salary schedule will not be increased over that agreed to on June 1, 2001.

B. SALARIES FOR 2002-2003

Except as may otherwise be provided for in the memorandums of agreement, salary schedules for fiscal year July 1, 2002 through June 30, 2003 are set forth and incorporated in the appendices of this Agreement. The appendices increase the 2001-2002 salary schedules for each step of each schedule by 2% (two percent).

C. PAYROLL CHECKS

1. Employees whose work years are less than twelve (12) months and who are employed at the beginning of the regularly scheduled work year, may individually elect to receive their annual compensation in ten (10) or twelve (12) equal monthly payments. Such employees must indicate, in writing, their preferred method of payment for the forthcoming school year prior to the end of the preceding school year, and in the absence of such indication twelve (12) payments will be deemed to have been selected. Such indication in writing must be received by the Payroll Department no later than July 15 in any year. The method of payment selected by an employee cannot be changed during the course of the scheduled work year.
2. Employees hired after the payroll cutoff date in the first month of the scheduled work year, shall receive their salary prorated over the remaining pay periods in the scheduled work year.
3. In cases where payments on a ten (10) month basis are selected, the last payment shall be subject to three (3) months of authorized payroll deductions; i.e. employee contributions to health and welfare insurance, organization dues, credit union, etc.
4. If an employee resigns (with or without notice), retires, or is dismissed before receiving the entire number of monthly payments selected under paragraph 1, the District shall continue to make monthly payments on all earned but unpaid salary in equal payments in accordance with such designation or in a lump sum payment. If the employee desires a lump sum payment, s/he shall make such written request to the District. In the case of a resignation, such lump sum payment shall occur no later than the next month.

D. INITIAL SALARY PLACEMENT

Salary placement of new employees shall be determined by the District but with the following considerations:

1. One (1) step on the salary schedule granted for each two (2) years or major fraction thereof of full time related work experience and/or education. The following exceptions will be granted: when the employee has four (4) years experience and Bachelors Degree, they will be placed on step 3; or if the applicant has six (6) or more years experience, with or without a degree, employee will be placed on step 3. 2. Clerical and office employees shall generally not be placed above the fourth salary level in any particular classification. Educational Assistants shall generally not be placed above the third salary level.
3. When the District determines that extenuating circumstances exist, it may exceed the above guidelines.

E. WORK YEAR

The Board retains the right and authority to change the days on which school shall be held and to make other adjustments to the work year. In the event of adjustments to the work year, the District shall consult with the Federation before implementing any changes, and the salaries set forth in this Agreement shall be adjusted for the added or deleted days on the basis of the employee's daily rate under said salary schedules. hly pay date.

F. DIFFERENTIAL

1. Shift differentials shall be calculated and paid as follows:

- a. Employees assigned to work the swing shift shall be paid an additional fifteen cents (\$0.15) per hour worked.
- b. Employees assigned to work the graveyard shift shall be paid an additional twenty-five cents (\$0.25) per hour worked.

2. Employees who are exclusively responsible for perform medical protocols for individual students, having been trained in the protocol by a nurse and under his/her supervision for its performance, shall receive fifty-three cents (\$0.53). per hour in addition to his/her scheduled hourly rate for the period of time when they are assigned to the student. (This language is no longer effective as of 6/30/00.)

3. If an employee resigns (with or without notice), retires, or is dismissed before receiving the entire number of monthly payments selected under paragraph 1, the District shall continue to make monthly payments on all earned but unpaid salary in equal payments in accordance with such designation or in a lump sum payment, s/he shall make such written request to the District. In the case of a resignation, such lump sum payment shall occur no later than the next monthly pay date.

G. Bonus Pay

The District may implement a bonus pay program for a group of employees (such as employees assigned to a particular school) to receive additional compensation above their normal wage or salary rates based on the group's successful completion of goals specified in advance by the District. Nothing in this agreement precludes bargaining unit members from participating in that program or receiving the bonus pay.

H. Outdoor School

Effective beginning in the 2000-2001 school year, when an employee is required to attend Outdoor School, they will be reimbursed for their mileage and meals and receive a \$40 a day stipend.

ARTICLE 26 MILEAGE

Employees who are required to use their personal vehicles for travel on behalf of the District during on-duty time, shall be reimbursed at the current IRS rate. The District may require as a condition for reimbursement that the employee provide a certificate of insurance showing that the employee has basic liability coverage equal to or greater than that required to license a vehicle in the State of Oregon. An employee required to travel to two (2) or more work sites shall receive mileage reimbursement provided they have met the above stated certification requirements.

ARTICLE 27 REDUCTION OF STAFF

A. In the event staff reductions become necessary, the District will consider personnel for layoff in the inverse order of their length of service, provided such service began on the first day of the employee's scheduled work year, but with consideration given to special qualifications, areas of experience, program, minority employment, and levels of training. In the absence of such considerations, length of service shall be followed. However, the District may lay off in any order from those employees whose employment commenced after the first work day of their scheduled work year. Prior to laying off or reducing work hours of employees who regularly work half-time or more, the District shall consider eliminating less than half-time assignments. Employees who are less than half-time do not receive seniority related benefits. The District shall notify the Federation when the necessity of such reductions is determined, and provide the Federation with opportunity to consult with District representatives regarding such reductions.

B. Staff reductions will occur within job classifications. An employee who commenced work on or before the first work day of his/her scheduled work year, and has completed six (6) consecutive months of service, whose position is eliminated due to such reduction, shall be entitled to "bump" the least senior employee in an equivalent position of comparable duties and responsibilities or lower classified position, providing the employee's experience and qualifications meet the requirements of the position. The District shall not assign employees to a lower salary level without a corresponding change in job assignment and responsibility.

C. The District may choose when conducting a layoff to retain an employee who would normally have been laid off because of the special skills, training, or abilities that the employee to be retained has which are required for the position. In exercising this right, the District will notify the Federation of the District's intent to implement this exemption option and will discuss the reasons for exercising the exemption process with the Federation.

D. An employee offered an assignment of lower classification due to staff reductions, may elect voluntary layoff. In such cases, the employee shall be entitled to any recall rights provided by this Article. An employee rejecting a change in assignment which is comparable in classification and work year shall, by doing so, relinquish any seniority and recall rights provided by this Article, and this Agreement shall be terminated.

E. Pursuant to Article 12.E.2, employees who commence work on or before the first work day of his/her scheduled work year, and who have completed six (6) consecutive months of service, and who are laid off, shall be considered in filling future vacancies within their classifications in assignments for which they are qualified prior to employment of a new hire. Such rights of recall consideration shall extend for a period of fifteen (15) months from the day of layoff. Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. Any employee recalled by the District for a position comparable to the one from which s/he was laid off and who rejects such an assignment shall relinquish all rights provided in this Article and Agreement, and shall be terminated. Employees who are hired on or before the first day of the second semester, who are laid off and rehired into a regular position within five (5) months of their date of layoff, shall be given credit for time worked and attain rights of recall as described above.

F. By May 30, the District will notify, in writing, employees of their intended employment status with the District for the following school year. The District shall make a reasonable effort to notify affected employees of changes in staffing plans which occur during the summer recess. Failure by the District to provide such notice of changes in staffing plans following issuance of notification will not interfere with the authority of the District to reassign or terminate an employee.

G. Before reducing work hours of employees within a special program, school or department, the District shall determine if there are volunteers who would prefer to have a shortened workday. In the absence of volunteers, an employee's work hours shall not be reduced without two (2) weeks written notice to the employee. A half-time or more employee who commenced work on the first day of his/her work year, and whose hours are reduced may reject the reduction in hours, and exercise his/her seniority for reassignment. If the employee chooses to remain in his/her current position the level of District contribution for the employee to the Health and Welfare Trust shall not be changed for two (2) calendar months following the month in which the change would otherwise take place. In the event the number of hours of work are reduced for any employee or group of employees within a department or school, and budget funds are restored to that department or school, within the following twelve (12) months, the District shall, when practicable, give priority to reinstating the hours to the affected employees before hiring additional staff in the employee's classification within the department or school. In addition, if the position is reinstated before the beginning of the school year following its elimination, the employee may return to his/her previous position so long as the sending and referring supervisor and the Human Resources Department agree. An employee whose work hours are reduced, may file a notice with the Human Resources Department indicating his/her desire to be considered for a transfer to a similar position having the hours of work previously assigned to the employee. Such request shall be considered.

H. An employee declared unassigned at the end of the academic year, but who has been given reasonable assurance of continued employment by the District, shall be placed on a list of such employees for assignment in accordance with Article 12.E.2. The District, when practicable, shall consider preferences of the employee.

I. When an employee is reassigned due to a layoff to a department he/she has never worked in, the employee will be required to complete a 60-working-day probationary period. The purpose of the probationary period is to insure the employee has the necessary skills and abilities to perform the duties of the new job. If it is determined that the employee is unable to perform the necessary duties, the employee will be unassigned and referred to the Human Resources Department for a new placement.

J. The procedure in this Article shall be followed if/when an employee moves from the PFTCE contract to Appendices C or D in the DCU contract; however, in a "bumping" situation moves from DCU to PFTCE, the employee shall be placed on a salary step that most closely matches his/her experience in the District.

G. An employee declared unassigned at the end of the academic year, but who has been given reasonable assurance of continued employment by the District, shall be placed on a list of such employees for assignment in accordance with Article 12.C.2. The District, when practicable, shall consider preferences of the employee.

ARTICLE 28 SCHOOL IMPROVEMENT COUNCILS

A. PARTICIPATION

In accordance with HB 2991, each School Improvement Council shall include representation by a classified employee. This representative will be elected by classified employees at the individual building site.

B. MEETINGS

Until the promised state funding for the implementation of HB 3565 is made available to the School District, if other district employees who are members of the council are compensated for their participation, Classified Employees shall be compensated according to the provisions of this Agreement.

C. TRAINING

Classified employee representatives will be included in all training programs offered to School Improvement Councils.

ARTICLE 29 DURATION OF AGREEMENT

A. Except as may otherwise be provided for in this Article, this Agreement shall become effective July 1, 2001 and shall continue in effect through June 30, 2003

B. Should there be an intervening change in the law which would significantly reduce the District's revenue, and thus, its fiscal stability below the level being planned for at the time of the execution of this Agreement, the parties agree to re-open the negotiations on salaries and other economic benefits established by this Agreement.

C. In the event that, under applicable laws, some other method of representation or some other applicable representative for the employees is elected, this Agreement shall not terminate, but shall be fully binding according to its terms upon any and all employees or successors to the Federation as exclusive representative of employees or portion thereof, except as to the representation of employees for whom the Federation remains the exclusive collective bargaining representative by law, such event shall terminate the rights and authority of the Federation under this Agreement.

GROUP PLACEMENT FOR SALARY SCHEDULES

GROUP A	GROUP G	GROUP H
Departmental/Switchboard Operator	Administrative Secretary I	Library Assistant (Elementary; Middle School w/o Librarian)
GROUP C	Sr. Clerk II	GROUP I
Clerk III	Library Assistant	Sr. Clerk I
Office Machine Operator	High School Bookkeeper	Sr. Administrative Secretary III
GROUP D	Vice Principal's Secretary – Adm.	Sr. Word Processor
Clerk II (Data Entry)	Vice Principal's Secretary – Curr.	Dispatcher – School Police
Department Receptionist	Dispatch Clerk/Scheduler – Transportation	GROUP J
Switchboard Operator	Computer Operator	Chief Clerk I
GROUP F	Book Clerk	Principal's Secretary – Elementary
Administrative Secretary II	Graphics Technician	Principal's Secretary – Middle
Book Clerk - Braille Clerk I	Identification Technician	Sr. Administrative Secretary II
(Elem/Mid. Data Clerk	Equipment Technician	Sr. Computer Operator
School Secretary		GROUP K
Job Placement Secretary		Principal's Secretary – High School
Sr. Clerk III (Data/H.S. Attend.)		Region Director Secretary
Equipment Processor		Sr. Administrative Secretary
Chief Switchboard Operator		
Word Processor		
Sr. Data Entry Operator		

For Salary Appendices, see the Table of Contents to the left.