

# AGREEMENT

between the

OREGON SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 102

and

WEST LINN-WILSONVILLE SCHOOL DISTRICT #3Jt



A Member's Union  
**OSEA**  
AFT Local 6732



July 1, 2015 to June 30, 2017

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1 **ARTICLE I – RECOGNITION**

2  
3 1.1 The Board recognizes the Association as the sole and exclusive bargaining  
4 representative of all classified employees of the District, excluding administrative  
5 employees, supervisory employees, confidential employees and those  
6 employees defined in Section 1.2.

7  
8 1.2 For purposes of this agreement:

9  
10 a. A “substitute” shall be defined as a person not regularly employed by the  
11 district, called in to fill a vacancy created by the temporary absence of a  
12 regular employee.

13  
14 b. A “temporary” shall be defined as a person hired for a specific purpose or  
15 special project. Temporaries shall be employed for a period not to exceed  
16 ninety (90) continuous calendar days, except in the case of seasonal help or  
17 when used to substitute for an employee on approved leave of absence as  
18 defined in Article 12.6.

19  
20 Any temporary employee except those substituting for employees on  
21 approved leaves as defined in Article 12.6, working in excess of ninety (90)  
22 days in a particular position will move to probationary status as a classified  
23 employee. If a temporary employee who is substituting for an employee on  
24 approved leave is subsequently offered and granted a regular position with  
25 the District, the employee will be placed on probation and if successful, their  
26 seniority date shall be from the date of original hire as a temporary employee.

27  
28 A position may be identified by the District as a temporary position. An  
29 employee hired in such a position will remain a temporary employee for ninety  
30 (90) calendar days, at which time they will become a probationary classified  
31 employee.

32  
33 An employee initially hired as a temporary employee who is subsequently  
34 hired into another position the following school year cycle prior to October 1,  
35 without a break in service (beyond recess periods), shall be considered a  
36 regular employee whose probationary period has been met and whose  
37 seniority will date back to the original date of hire in the temporary position.

38  
39 c. A “special project” shall be defined as work performed on a specific task.

40  
41 d. Seasonal help shall be employed for a period of not more than one hundred  
42 twenty (120) calendar days. Any employee working as seasonal help in  
43 excess of one hundred twenty (120) calendar days will move to probationary  
44 status as a classified employee.

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46 e. Student employees.

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f. The District shall provide the Association with a copy of the “West Linn-Wilsonville Personnel Action Form” (or any successor form) whenever a temporary or seasonal employee is employed.

1.3 No person hired as described in 1.2(a), (b), (c) and (d) shall be paid more than the entry wage level for the classification into which they are hired. Employees hired under 1.2(e) shall be paid no more than the Range 3, Step 1 rate.

**ARTICLE 2 – MANAGEMENT**

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2.1 The Board shall retain the exclusive right to exercise the functions of management as conferred by law or precedent and this right shall be modified only as expressly set forth in this Agreement. Any such right not exercised during the period of this Agreement shall not be deemed abrogated.

## ARTICLE 3 – ASSOCIATION DUES AND PAYROLL DEDUCTIONS

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- 4 3.1 Upon written request from the employee, the District shall deduct from the salary  
5 of the employee and make appropriate remittance for the following approved  
6 deductions:  
7
- 8 a. Onpoint Credit Union;  
9 b. Tax-sheltered annuity deduction as per District procedures;  
10 c. Deferred compensation deductions as per District procedures;  
11 d. Group medical and dental insurance plans agreed to as part of this  
12 agreement;  
13 e. Association dues;  
14 f. Voluntary Life Insurance (optional); and  
15 g. Tax-sheltered IRS “Section 125” deductions.  
16
- 17 3.2 The Association agrees to hold the District harmless against any and all claims,  
18 suits, orders, or judgments brought against the District as a result of the “fair  
19 share” provision of this Article, Section 3.3., or the deduction of Association dues  
20 in accord with Section 3.1(e) above. The District agrees to correct computation or  
21 mathematical errors which may occur in preparing the transmitting of these  
22 deductions.  
23
- 24 3.3 The District shall deduct an amount equal to Association dues each month from  
25 the pay of each classified employee who is not a member of the Association as a  
26 fair share fee.  
27
- 28 a. Any employee who has not requested payroll deduction of Association dues  
29 under Section 3.1 of this Article shall be subject to the provisions of this  
30 Article.  
31
- 32 b. This agreement safeguards the rights of non-Association of employees,  
33 based on bona fide religious tenets or teachings of a church or religious body  
34 of which such employee is a member. Such employee shall pay an amount of  
35 money equivalent to regular Association dues to a non-religious charity or to  
36 another charitable organization mutually agreed upon by the employee  
37 affected and the Association to which such employee would otherwise be  
38 required to pay dues. The employee shall furnish written proof to the District  
39 that this has been done.  
40
- 41 c. The District will supply the Association with a list of all employees after the  
42 September payroll has been completed and at other times required by the  
43 Association provided such request is made no more than once each month.  
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**ARTICLE 4 – ASSOCIATION RESPONSIBILITY**

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- 4.1 The Association or committee of the Association shall be allowed the use of facilities of the District for meetings when such facilities are not scheduled for use by Community Services or in use as approved by the building supervisor. Association meetings shall be conducted during hours outside the regular (weekday) work schedule and from eight (8) a.m. to four (4) p.m.
- 4.2 The Association shall be allowed the use of office equipment and District email as needed for duplication and other modes of communication to the classified employees and in a manner which does not interrupt the regular routine of the District programs, as approved by the building supervisor, and the Association shall pay for the supplies and materials that may be used in these activities.
- 4.3 The Board shall provide the Association with reasonable bulletin board space for the use of the Association in communicating with classified employees in each facility in which such employees are assigned, as arranged with the building supervisor.
- 4.4 The Association representatives, elected or appointed, shall be granted limited time off to attend meetings of interest to the Association, when arrangements for such absence can be made with the building supervisor so as to not interfere with normal school duties.
- 4.5 The Association agrees to prepare and distribute information packets for newly hired employees in the bargaining unit. Such packets shall include information regarding their rights, obligations, and entitlements under this collective bargaining agreement, but shall not include any forms mandated by law or insurance enrollment forms other than those available to members through OSEA. The District shall inform the Chapter President of new employees within 30 days of hire.
- 4.6 The Association may request up to fifteen (15) days of release time for employees to participate in Association business. The Association agrees to pay the District the costs of a substitute for the missing employee. All requests need prior approval and will be made through the Director of Human Resources (with notification to the supervisor) at least seven (7) days prior to the release date.

1       **ARTICLE 5 – SENIORITY/LAYOFF/REDUCTION IN FORCE/RECALL**  
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4       5.1     Seniority  
5

6             District-wide seniority shall be defined as the total length of consecutive service  
7             within the District as a classified employee to include time on authorized leave of  
8             absence. Classification-wide seniority shall be defined as total length of  
9             consecutive service within a classification (defined in 5.4 below).  
10

11     5.2     Layoff/Displacement/Bumping  
12

13            a.   Layoff/displacement of employees in the bargaining unit will be on the basis  
14            of classification-wide seniority within the District except that where, in the  
15            judgment of the District, a less senior employee has a special job-related skill  
16            or ability, the district may retain the less senior employee. No employee will  
17            be moved to a higher pay as part of a reduction-in-force action. Thus, within  
18            each job title, employees will be laid off or displaced based on seniority, the  
19            least senior employee within that job title to be laid off or displaced first except  
20            that regardless of seniority: (1) No employee may move to a job title within a  
21            higher pay range; and, (2) If the District determines that a less senior  
22            employee has a special job-related skill or ability, that employee may be  
23            retained in favor of a more senior employee. Employees affected by a  
24            layoff/displacement will be notified in writing at least twenty (20) calendar  
25            days prior to layoff. The Chapter President will be notified prior to the  
26            employee notification.  
27

28            b.   An employee in an affected job title who has been notified of displacement or  
29            layoff shall have the right to bump downward into a lesser paying job title  
30            within his/her classification provided he/she has greater classification seniority  
31            than other employees in that job title. If a vacancy exists within that lower job  
32            title, the employee will be placed in the vacancy to avoid “bumping” an  
33            incumbent employee. An employee who has “been bumped” may, in turn,  
34            exercise his/her right to also continue to bump downward into a lower paying  
35            job within the classification according to the same rules as above.  
36

37            If an employee has been employed by the District in a classification different  
38            than his/her current classification, the employee shall have the right to be  
39            moved back to his/her previous classification subject to the following  
40            conditions: (1) Only the seniority he/she earned while employed in the prior  
41            classification will be considered; (2) An employee moving back into a  
42            classification shall be subject to the same conditions established above in  
43            5.2(a) and he/she may only be moved back into the same or a lower paying  
44            job title within the classification that he/she previously held; and (3) The  
45            employee must still be qualified to perform the duties of the job.  
46



1 c. An employee reassigned or bumped to a lower job title under the terms of this  
2 Article shall be placed on the proper salary range and step to which the  
3 employee's years of experience in the District qualifies said employee.  
4

5 d. The layoff provision of Section 5.2(a) and (b) above do not apply to reductions  
6 in hours; however, if a reduction in hours results in a reduction in health and  
7 dental benefits described in Article 10 (i.e., moving below seven (7) hours or  
8 from four (4) hours to three (3) hours), the employee affected will receive the  
9 following benefit payment for the remainder of the insurance contract year  
10 (October 1 — September 30) in which the reduction in hours occurs, unless  
11 the reduction in hours occurs after May 1.  
12

13	7+ above	(35 hrs/week)	100% of Article 10 benefits
14	6+ above	(30-35 hrs/week)	86% of Article 10 benefits
15	4 and above	(20-30 hrs/week)	71% of Article 10 benefits
16	Below 4		57% of Article 10 benefits

17  
18 e. If the reduction in hours occurs after May 1 of any particular year, no change  
19 will be made in the employee's health and dental benefits until October 1,  
20 when the benefits will be those described in Article 10.  
21

22 f. Whenever an employee's hours are reduced as a result of this Article, the  
23 supervisor shall inform the employee twenty (20) calendar days before the  
24 reduction in hours takes place.  
25

26 g. Employees reduced in hours, such that the employee is reduced to a lower  
27 benefit level, shall be placed on an internal recall list for the job title they  
28 currently hold and will be offered, in classification seniority order, transfer to  
29 any opening within that job title that would restore them to the previous  
30 benefit level. They must respond within three (3) business days of any such  
31 offer. If they refuse the transfer, they will be removed from the recall list.  
32

33 h. No regular employees will be laid off until all temporary employees within that  
34 job title have been terminated.  
35

### 36 5.3 Recall

37  
38 a. Whenever the District determines that a regular vacancy exists within a job  
39 title or classification which has experienced a layoff/displacement (within the  
40 last twenty-seven (27) months), laid off/displaced employees from the job title  
41 or classification will be recalled in reverse order of layoff to a position for  
42 which they are qualified. The District agrees that no new employees will be  
43 hired for positions affected by a layoff until all laid off employees who are  
44 qualified to hold the positions have been given an opportunity to fill them.  
45

1 The Association agrees to assist the District in locating laid off employees. If  
2 the Association and District are unable to locate a laid off employee within ten  
3 (10) working days, or if a laid off employee is unable to report to work within  
4 ten (10) working days after being notified (except in the case of an  
5 emergency, such as a medical or health situation which prevents the  
6 presence of the employee), that employee will not be eligible to fill the vacant  
7 position and will be removed from the recall list.

8  
9 In the event two (2) or more laid off employees are equally qualified for a  
10 position, the employee will be offered the position in order of seniority in the  
11 District.

- 12  
13 b. Employees on the recall list shall have the right to decline recall to any  
14 position which is not substantially equivalent to the position held prior to the  
15 layoff. Substantially equivalent shall mean at least eighty percent (80%) of the  
16 total monetary compensations (wages x hours of the position previously held).  
17 Failure to accept recall to a substantially equivalent position will be treated as  
18 a voluntary resignation from District employment.
- 19  
20 c. Except as provide for in Section 5.3(a), recall rights shall expire twenty-seven  
21 (27) months from the effective date of the layoff.
- 22  
23 d. Any disagreements concerning application of this Article shall be resolved via  
24 the grievance procedure.
- 25  
26 e. Employees who have bumped into a lower paying job title within their  
27 classification shall retain recall rights to their original job title within their  
28 classification through these recall provisions. Similarly, employees who have  
29 bumped back into a previously held job title shall retain recall rights to the job  
30 title from which they were displaced.

31  
32 5.4 Classifications

33  
34 For the purpose of this Article, job classifications are as follows:

35  
36 Crest Coordinator

37  
38 Secretarial

39 Secretary V

40 Secretary IV

41 Secretary III

42 Transition Specialist

43  
44 Instructional Assistant

45 Instructional Assistant IIIA

46 Instructional Assistant III

47 Instructional Assistant II

- 1
- 2 IT Specialist
- 3 IT Specialist II
- 4 IT Specialist I
- 5
- 6 Nutrition Service
- 7 Cook Manager
- 8 Nutrition Service III
- 9 Nutrition Service I
- 10
- 11 Custodial/Engineer
- 12 Engineer III
- 13 Engineer II
- 14 Engineer I
- 15 Custodian II
- 16 Custodian I
- 17
- 18 Maintenance Worker/Craft Specialist
- 19 Journeyman Craft Specialist
- 20 Maintenance IV
- 21 Maintenance III
- 22 Maintenance II
- 23 Maintenance I
- 24
- 25 Bookkeeper/Accounts Payable and Payroll Clerk
- 26 Payroll Clerk & Accounts Payable Clerk
- 27 Bookkeeper
- 28
- 29 Courier
- 30
- 31 Performing Arts Technician
- 32

33 5.5 Definition of Terms

34  
35 Job Title: Custodian I, Custodian II, Secretary III, etc.

36  
37 Reduction in Force: Reduction in the number of available jobs within a job title  
38 which would require the reassignment of current employees within that job title  
39 into a lower ranking job title within that classification.

40  
41 Layoff: Loss of individual employment due to a reduction in the number of  
42 available jobs.

43  
44 Displacement: Due to a reduction in force, when an employee is bumped to  
45 either a lower ranking job title within their classification or a formerly held job title  
46 in a different classification.

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Classification: The common work group to which related job titles belong (secretarial, nutrition service, or technology, for example).

## ARTICLE 6 – PERSONNEL RECORDS

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- 6.1 The District shall maintain the official personnel files in the District office for each employee. All entries in the official personnel file shall be signed and dated by the submitting party.
- 6.2 An employee may have access to his/her personnel file for the purpose of review and/or obtaining copies of materials as per District procedures. Upon request, employees will be provided a copy of any material placed in his/her file. The employee shall be allowed the opportunity to attach a rebuttal to any material placed in his/her personnel file.
- 6.3 The personnel records of any classified employee shall not contain any information of a judgmental nature that does not bear the signature or initials of the employee indicating that material has been reviewed with and explained to the employee, or accompanied by a statement from the employee's supervisor that the employee has seen or has refused to sign or initial the material.
- 6.4. Employees may request that letters of caution, consultation, warning, admonishment and/or reprimand be removed and destroyed no earlier than three (3) years after the date on which they were placed in the file, The District retains the right to determine whether or not any materials will be removed from the employee's personnel file. However, in utilizing any such materials retained beyond three (3) years, the District agrees to weigh the contents of such documents against the passage of time since their instructions.

## ARTICLE 7 – DISMISSAL, SUSPENSION, OR DEMOTION

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4 7.1 After serving a probationary period, dismissal, suspension, or demotion of a  
5 classified employee for unsatisfactory services shall be made for just cause and  
6 according to the following steps of due process procedures.  
7  
8 a. The employee will be informed of the charges or the concerns about his/her  
9 performance in writing.  
10 b. The employee will be granted an opportunity to state his/her own side of the  
11 issue and present evidence to refute the charges.  
12 c. The employee will have the right to have a representative present.  
13 d. The employee will be given an opportunity to appeal the decision through the  
14 application of the grievance procedures (Article 15).

15  
16 Reasons for discipline up to and including dismissal include, but are not limited  
17 to:

- 18  
19 a. Incompetence, inefficiency, insubordination, or neglect of duty;  
20 b. Unauthorized absence;  
21 c. Any willful violation of a rule or regulation established by the School Board;  
22 d. Conviction of a criminal act;  
23 e. Intoxication or use of illegal drugs or alcohol on duty;  
24 f. Misappropriation or intentional misuse of District funds or property;  
25 g. Assault and physical or sexual abuse or corporal punishment;  
26 h. Falsification of records;  
27 i. Fraud;  
28 j. Theft;  
29 k. Failure to follow established and trained safety codes;  
30 l. Unauthorized compensatory time or overtime;  
31 m. Sexual harassment.

- 32  
33 7.2 In the event of flagrant misconduct, the employee may be immediately placed on  
34 paid administrative leave until such charges are investigated by the  
35 superintendent or his designee, and a decision is made to continue or to  
36 discontinue that employee's employment. If the employee is cleared of all  
37 charges, said employee shall be reinstated without loss of pay, accrued benefits  
38 and seniority. It is agreed that there are some circumstances for which loss of  
39 pay shall be justified.

40  
41 If the charges are upheld, the termination date shall be the date of the  
42 suspension.

- 43  
44 7.3 School Board members, administrators, teachers, or classified employees shall  
45 not be criticized in front of staff members, students or parents. The West Linn-  
46 Wilsonville School District is committed to providing a professional work

1 environment in which every employee, student, parent, School Board member  
2 and contractor is treated with respect. All employees are expected to adhere to  
3 District confidentiality policies.  
4

5 7.4 Nothing in this Article shall be construed to prevent any classified employee who  
6 has been demoted or dismissed from requesting a hearing before the School  
7 Board in accordance with ORS 342.663, provided such request is filed with the  
8 Board within fifteen (15) calendar days of the dismissal or demotion.  
9

10 7.5 Employees shall give written notice ten (10) working days prior to voluntary  
11 termination of employment with the District. Failure to do so shall cause loss of  
12 all unused vacation days.  
13

14 7.6 The District may develop a plan of assistance to assist employees who have  
15 been informed of concerns about their performance. In such cases, the employee  
16 may have Association representation at any meeting regarding the plan of  
17 assistance which the employee is required to attend. The supervisor preparing  
18 the plan of assistance will consider suggestions made by the employee and/or  
19 the employee's representative in developing the plan of assistance. After the plan  
20 of assistance has been initiated, it will be reviewed with the employee at least  
21 once every three (3) months. Modifications in the plan may be made by the  
22 supervisor at the time of review and shall be discussed with the employee.  
23

24 Modifications to the plan of assistance suggested by the employee because of  
25 workload or work assignment changes will be considered by the supervisor and,  
26 if agreed to by the supervisor, shall be incorporated in the plan of assistance at a  
27 review meeting with the employee.  
28

29 7.7 Allegations or charges against an employee must be communicated to the  
30 employee within a reasonable amount of time after the employee's objectionable  
31 action or discovery thereof.  
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33 7.8 An employee involuntarily moved to a lower job title shall be placed on the proper  
34 salary range but will remain on their current step.  
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**ARTICLE 8 – PROBATIONARY PERIOD**

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8.1 When hired into a regular position in the District, new employees shall serve a probationary period of nine (9) months or, in the case of Secretaries or Instructional Assistants, the current full school year (to end on the last full teacher workday), whichever is longer.

Probationary employees must be notified of any termination prior to the end of their last workday.

Employees hired as a temporary or seasonal employee who later become regular classified employees shall start their probationary period with the date of hire as a temporary or seasonal employee.

8.2 During a probationary period, an employee may be dismissed for any reason deemed sufficient by the District. Such dismissal shall not be subject to review via the grievance procedure.

8.3 An employee who has been demoted or dismissed shall be entitled to a hearing before the School Board if a written request is filed with the Board within fifteen (15) days of dismissal or demotion.



## ARTICLE 9 – WORKING HOURS

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4 9.1 Full year full-time and partial year full-time employees will work a weekly average  
5 of eight (8) hours per day except for holiday and vacation provided in this  
6 Agreement. Although the “normal workweek” will be defined as Monday through  
7 Friday and/or those days on which students are in school attendance, the District  
8 may periodically assign employees to work Saturdays and/or Sundays for limited  
9 periods of time (emergencies, special events such as Saturday gym or Sunday  
10 church services, etc.). Subject to District approval, employees may request to  
11 work weekends in addition to their normal workweek. The working hours will be  
12 determined by the principal or supervisor.  
13

14 Full-time employees, both full year and partial year, will receive one and one-half  
15 (1 ½) times their established wage for all hours worked over forty (40) hours per  
16 workweek or eight (8) hours per day, or will be granted compensatory time off at  
17 the rate of one and one-half (1 ½) times the amount of time worked. Use of  
18 compensatory time shall be arranged with the employee’s supervisor within thirty  
19 (30) calendar days of the date on which the compensatory time is earned. This  
20 means the compensatory time must be scheduled but not necessarily taken  
21 within the thirty (30) days. If the compensatory time off is not arranged within the  
22 thirty (30) days, the affected employee should include the time on his/her time  
23 sheet so the employee’s next month’s check will include the overtime pay.  
24

25 Nothing in this Article shall prevent the District from scheduling employees to  
26 work on the weekend if the District adopts a schedule that creates a state student  
27 attendance day on the weekend. Should an employee desire to work a four (4)  
28 day workweek (ten (10) hours/day), such requests shall not be unreasonably  
29 denied. In the event an employee works a four (4) day workweek, overtime shall  
30 be paid after forty (40) hours/week or ten (10) hours/day. Each employee shall  
31 have an individual written work plan for work hours and days and holiday hours.  
32

33 The District may establish a workweek of Tuesday through Saturday for open  
34 positions and voluntary reassignments. Each employee shall have an individual  
35 written work plan for work hours and days and holiday hours.  
36

37 No employee will work beyond forty (40) hours per workweek or eight (8) hours in  
38 a day for overtime compensation unless such time is preapproved by the  
39 principal or supervisor. In extreme emergencies involving security of the building  
40 and when the supervisor or principal cannot be contacted, the District employee  
41 on duty and in charge of the building shall determine the necessity for overtime,  
42 not to exceed one (1) hour at any one occurrence. No employee shall be paid for  
43 less than two (2) hours straight time or time and one half for hours actually  
44 worked, whichever is greater, when called back to the job in emergency  
45 situations.  
46

1 Full time ten (10) or twelve (12) month employees will receive one and one-half  
2 (1 ½) times their established wage for all hours worked in excess of forty (40)  
3 hours per week including the hours paid for holiday pay. Essentially, the holiday  
4 will count as hours worked in calculating the forty (40) hours. No other leave will  
5 apply in calculating hours for overtime (i.e., sick leave, jury duty, vacation or  
6 personal).  
7

8 9.2 Rest Periods: Each employee shall receive a break of fifteen (15) minutes each  
9 period of consecutive service over two (2) and up to four (4) hours. Such break  
10 shall be, in the immediate supervisor's judgment, close to the midpoint of the  
11 work segment. Such breaks will be controlled by the employee's immediate  
12 supervisor.  
13

<u>Length of Work Period</u>	<u># of Rest Breaks</u>	<u># of Meal Periods</u>
2 hrs or less	0	0
2 hrs 1 min – 5 hrs 59 min	1	0
6 hrs	1	1
6 hrs 1 min and above	2	1

14  
15  
16  
17  
18  
19  
20  
21 9.3 Each employee who is scheduled to work six (6) hours or more per day shall  
22 receive an uninterrupted, unpaid meal period of one-half (½) hour. Such time  
23 shall be scheduled by the employee's immediate supervisor near the midpoint of  
24 the shift. If a classified employee is required to remain on duty or to perform any  
25 tasks during the meal period, the time will be considered time worked and the  
26 employee will be paid for the meal period. If this causes the employee's work  
27 time to exceed eight (8) hours, the employee will be paid time and one-half (1 ½)  
28 for the work time exceeding eight (8) hours.  
29

30 In the event that a thirty (30) minute meal period is granted to employees  
31 scheduled for less than six (6) hours, the meal period will be provided on an  
32 uninterrupted basis. If emergency interruptions occur, they will be handled in the  
33 same manner as outlined above for employees scheduled to work in excess of  
34 six (6) hours.  
35

36 9.4 Adequate work: The District shall not require an employee to report for work  
37 without providing sufficient work to earn at least one-half (½) of his/her normal  
38 daily wage for the shift or, if insufficient work, paying the employee for one-half  
39 (½) of their scheduled work shift.  
40

41 9.5 Employees who are on call shall receive a minimum of two (2) hours a day of  
42 their regular pay.  
43

44 9.6 Nutrition services and instructional assistants shall receive a calendar indicating  
45 the days to be worked during the school year (to the best of the District's ability)  
46 by September 20 of each year.

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9.7 In the event the District determines that an emergency exists requiring the presence of a regular classified employee, the District shall attempt to call in the appropriate bargaining unit employee prior to calling in a temporary or substitute employee to respond to the emergency.

1                                   **ARTICLE 10 – MEDICAL/DENTAL INSURANCE**  
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3

4   10.1   Effective October 1, 2015, the maximum employer contribution toward health  
5           insurance premiums shall be \$1133.  
6

7           Effective October 1, 2016, the maximum employer contribution toward health  
8           insurance premiums shall be \$1158.  
9

10          In each year of the contract, employees who work thirty-five (35) or more hours  
11          weekly will receive the maximum employer contribution. For employees who  
12          work between six (6) and six point ninety-nine (6.99) hours daily, the employer  
13          contribution shall be eighty percent (80%) of the maximum contribution. For  
14          employees who work between four (4) and five point ninety-nine (5.99) hours  
15          daily, the employer contribution shall be sixty percent (60%) of the maximum  
16          contribution.  
17

18          Full-time employees (thirty-five (35) and above hours per week, ten (10) or more  
19          months) may have payroll deductions for health and dental benefits, depending  
20          upon which health plan is selected.  
21

22   10.2   The Association and the District will establish a joint committee for the purpose of  
23           reviewing the insurance coverage. The committee may recommend a change of  
24           insurance to the Board for its approval. Both the Association and the Board must  
25           ratify the proposed changes prior to any change in benefits or carriers. The  
26           committee will be chaired by an Association member.  
27

28          The joint employer/union insurance committee will research various insurance  
29          programs and structures in an attempt to establish a new insurance structure.  
30          Any new structure must be ratified by both the School Board and by the union  
31          membership. If the structure is changed, the employer commits to providing a  
32          total dollar amount equal to the aggregate estimated sum that would have been  
33          spent by the employer had the structure not been changed.  
34

35   10.3   Employees hired prior to June 30, 1980, who work twenty-five (25) or more hours  
36           weekly will receive the full benefit described in 10.1 above, while they remain in  
37           continuous employ of the District.  
38

39   10.4   Spouses of employees who are over sixty-five (65) years of age may remain on  
40           the District medical and dental plan if permitted by the carriers. Payment will be  
41           the responsibility of the employee, not the District.  
42

1 **ARTICLE 11 – SICK LEAVE BENEFITS**

2  
3  
4 11.1 The District shall allow each employee at least ten (10) days sick leave at full pay  
5 for each school year or one (1) day per month employed, whichever is greater.  
6 Accumulation of such leave shall be unlimited.

7  
8 a. A new employee from another Oregon school district may transfer up to  
9 seventy-five (75) days of unused accumulated sick leave from his/her most  
10 recent employing Oregon school district. Use of transferred sick leave shall  
11 be in accordance with ORS 332.507.

12  
13 b. Upon retirement, employees may use their accumulated sick leave in their  
14 retirement benefits calculation in accordance with ORS 238.350.

15  
16 11.2 When absence is due to a compensable injury incurred in the course of the  
17 employee’s District job responsibility, at the request of the employee, the District  
18 will pay the difference between the employee’s regular salary and the benefits  
19 received by the employee under the workers’ compensation law; the amount paid  
20 by the District to be subject to, and deducted on a pro-rata basis from, the  
21 employee’s accumulated sick leave. At no time will an employee be  
22 compensated a total amount greater than his/her regular salary.

23  
24 11.3 Sick leave days may be used for illness in the immediate family as defined in the  
25 Family Medical Leave Act (FMLA).

26  
27 11.4 A sick leave bank shall be established to provide additional sick leave for  
28 classified employees when:

29  
30 a. An extended absence due to illness or injury has depleted an individual’s  
31 available leave resulting in a financial crisis for the employee;

32  
33 b. No other resources are reasonably available to make up the loss of income  
34 resulting from a lack of paid leave;

35  
36 c. A sufficient amount of sick leave has been contributed by other classified  
37 employees from which to make allocations.

38  
39 11.5 Membership in the sick leave bank shall be optional. Employees who choose to  
40 join the bank must contribute four (4) hours earned personal sick leave to the  
41 bank at the beginning of each school year. Only employees who contribute at the  
42 beginning of the school year to the bank may request a grant. Forms will be  
43 available online to join the bank. Earned sick leave donated to the bank is not  
44 retrievable except by receiving a grant from the bank. If there are any hours  
45 remaining in the sick leave bank account at the end of each fiscal year, one-half  
46 (½) of those hours shall be carried forward into the succeeding fiscal year in the

1 sick leave bank account. Any employee hired during the school year after the  
2 enrollment date specified in Article 11 has passed shall have one (1) month from  
3 his/her date of hire to enroll in the sick leave bank if the employee chooses to do  
4 so. Membership in the sick leave bank shall expire for all employees, including  
5 those hired after the beginning of the school year, on June 30 of each year and  
6 must be renewed, if desired, at the beginning of the succeeding school year. No  
7 individual employee may deplete the sick leave bank.  
8

9 11.6 The District shall be responsible for recording membership, setting the enrollment  
10 dates, maintaining all sick leave bank records, and developing necessary forms.  
11 The Sick Leave Bank Committee shall be responsible for the administration of  
12 other aspects of the bank. The Committee shall be composed of four (4)  
13 members: Two (2) appointed by the Association president, OSEA Chapter 102;  
14 and two (2) appointed by the District. The members shall serve two (2) year  
15 alternating terms and may be reappointed at the discretion of the appointing  
16 party. The Committee shall have the authority to review applications from  
17 members and make grants from the bank to bank members using the following  
18 criteria for granting sick leave from the bank.  
19

- 20 a. The total absence for the sick leave bank time being requested must be at  
21 least five (5) consecutive days. If granted, payment will begin upon the first  
22 day regardless of the amount of the sick leave being requested from the  
23 bank;  
24
- 25 b. No grants will be made for absences due to on-the-job illness or injury for  
26 which workers' compensation benefits are payable;  
27
- 28 c. No grants will be made for absences for which compensation is payable from  
29 any other source, such as third party, litigation, liability claims, etc.  
30
- 31 d. All earned leave must be used by a bank member before the member is  
32 eligible to receive a grant;  
33
- 34 e. A doctor's statement is required with the application to verify the nature of the  
35 illness or injury, and to document the required length of the absence. This  
36 requirement may be modified or eliminated at the sole discretion of the  
37 Committee.  
38
- 39 f. The Committee will act upon all applications as early as possible to avoid lost-  
40 time deduction in payroll, but no later than the tenth (10<sup>th</sup>) of the month  
41 following receipt of completed application provided the application is received  
42 by the first (1<sup>st</sup>) day of the month. The Committee shall notify applicants of the  
43 Committee's decision within five (5) working days after meeting. The  
44 decisions of the Committee are final and are not subject to appeal and may  
45 not be grieved. If the denied applicant wishes to submit further information to

1 the Committee, the Committee may or may not hear the appeal at its  
2 discretion.

3  
4 g. Requests will be considered only for period of incapacity due to pregnancy or  
5 prenatal care that is medically necessary. Requests shall not be made to  
6 extend maternity leave of reasons that are not medically necessary.

7  
8 11.7 An employee granted sick leave hours from the sick leave bank shall repay fifty  
9 percent (50%) of the hours granted over a two (2) year period effective July 1 of  
10 each year at the rate of twenty-five percent (25%) in the first year and twenty-five  
11 percent (25%) in the second year.

12

1 **ARTICLE 12 – PAID/UNPAID LEAVES**

2  
3 12.1 Emergency or personal leave shall be provided for each classified employee for  
4 a total of three (3) days each year, non-accumulative upon request and with  
5 approval of the principal and/or supervisor. Such leave request shall provide  
6 written information identifying the type of leave and the general reason. The  
7 leave will normally be taken in amounts not less than two (2) hours per request  
8 and is intended to be available to employees when there is illness in the  
9 immediate family (spouse, children, parents or other relative living in the home),  
10 or other instances of emergency or personal business which cannot be  
11 accomplished outside regular work hours. However, with supervisor approval,  
12 leave may be taken in one (1) hour increments. It shall not be used to extend  
13 vacation or holiday periods, nor for purposes of personal pleasure. This leave  
14 shall not be used for activities related to a second business or occupation,  
15 including those of a spouse. Additional days may be granted by the  
16 superintendent or his/her designee. These days cannot be accumulated. The  
17 District agrees not to deny the otherwise legitimate use of this leave because an  
18 emergency occurs the day before or the day after a vacation or holiday period.  
19

20 A committee of the Association and District will establish additional guidelines for  
21 the use of emergency and personal leave. The committee will review requests for  
22 leave that may not have been addressed in the guidelines.  
23

24 12.2 Bereavement Leave: Up to three (3) days shall be allowed for each death in the  
25 immediate family.  
26

27 The immediate family shall include:

- 28
- 29 a. Spouse;
- 30 b. Children, grandchildren, or grandparents of employee or spouse;
- 31 c. Parents or siblings of employee or spouse;
- 32 d. Step-relatives of employee or spouse;
- 33 e. Persons who have lived in the employee’s household as a family member;
- 34 f. Persons with whom the employee has lived as a family member;
- 35 g. Significant other or close personal friend of long-standing.  
36

37 Additional days may be granted by the superintendent or designee. These days  
38 cannot be accumulated.  
39

40 12.3 Jury Duty: Employees are not discouraged from serving on jury duty when called  
41 by the courts. Only in extreme situations will requests be made to free employees  
42 from this service. Employees who are called to serve will receive their regular  
43 check in full with no deductions and must, in turn, submit to the Business Office  
44 the check received as a result of their jury duty.  
45

46 Allowance made by the court for travel will be returned to the employee.



- 1  
2 12.4 Parental leave may be granted consistent with the Family Medical Leave Act  
3 (FMLA) and/or Oregon statutes.  
4  
5  
6 12.5 In the event that school is closed due to inclement weather or other emergencies,  
7 employees will report to regular assigned locations and will engage in activities  
8 related to regular employment. Employees who are told not to report to work by  
9 the superintendent or his/her designee will be paid for that time; however, the  
10 employee will not be paid for the make-up time if required. Employees who work  
11 a twelve (12) month schedule and do not report to work will not be paid unless  
12 arrangements are made with the superintendent or his/her designee to make up  
13 the time or use vacation leave or emergency/personal leave if available.  
14  
15 12.6 Employees who have been in the District for five (5) years or more may request a  
16 leave of absence for one (1) year for any reason deemed appropriate by the  
17 employee. Employees granted such a leave will receive no pay and no fringe  
18 benefits, but the District will make a good faith effort to return them to their  
19 original position or allow them to return to a position within their former job  
20 classification; employee shall retain number of hours, pay and seniority provided  
21 no reduction in force has occurred affecting positions in their job classification.  
22 Sick leave and seniority will not accrue while the employee is on a leave of  
23 absence. Employee will give notice (of their intent to return to work or not) by  
24 June 1. If notice is not received, then employment will be terminated.  
25  
26 12.7 Family leave will comply with the Family Medical Leave Act (FMLA) and Oregon  
27 Family Leave Act (OFLA).  
28

1 **ARTICLE 13 – VACATION BENEFITS**

2

3

4 13.1 Twelve (12) month employees working twenty (20) hours or more weekly shall be  
5 entitled to proportionate paid vacation on the following schedule:  
6

Vacation Days		
Years of Continuous Service	12-month Employees	Less than 12-month Employees
1-7	10	5
8	15	6
9	16	7
10	17	8
11	18	9
12	19	9
13	20	9
14 or more	21	9

7

8 13.2 The vacation pay for the less than twelve (12) month employees shall be paid in  
9 one lump sum and by separate check on the last working day of the school year.  
10 Less than twelve (12) month employees will take vacations during the summer  
11 when school is not in session.  
12

13 13.3 Less than twelve (12) month employees will receive the vacation benefit  
14 described in 13.1 above provided they work thirty (30) or more hours weekly.  
15 New employees hired prior to October 1 and completing their Individual Assigned  
16 Work Calendar (IAWC) will receive the vacation benefit described in 13.1 above  
17 provided they work thirty (30) hours or more weekly.  
18

19 13.4 Less than twelve (12) month employees hired before July 1, 1980, will receive  
20 the vacation benefit described above provided they work twenty (20) or more  
21 hours weekly.  
22

23 13.5 Vacation days will be earned and credited at the end of each month for twelve  
24 (12) month employees. Vacation schedules for twelve (12) month employees  
25 require the approval of the employee’s principal or supervisor prior to the  
26 beginning of the vacation.  
27

28 13.6 Years of continuous service for this and all other purposes will be counted from  
29 date of initial employment for twelve (12) month employees. For less than twelve  
30 (12) month employees, years of continuous service will be counted by school  
31 years.  
32

33 13.7 Twelve (12) month employees who terminate before the end of their first year of  
34 employment will not be paid for any vacation.  
35

- 1 13.8 Unused vacation days shall not accumulate, but shall be forfeited by the  
2 employee if not taken during the fiscal year following earning the vacation days;  
3 however, if previously scheduled and approved vacation days were denied by the  
4 District, then the employee has the right to take unused vacation days within a  
5 reasonable amount of time, with the District's approval.  
6
- 7 13.9 In order to receive pay for unused vacation days, the employee will notify the  
8 department supervisor, in writing, at least ten (10) days before separation date.  
9 For a less than twelve (12) month employee to receive pay for unused vacation  
10 pay, he/she must work six (6) hours per day or more of their IAWC the full school  
11 year for which he/she is scheduled.  
12
- 13 13.10 As an exception to 13.9, employees who retire with PERS benefits prior to the  
14 end of the working year will receive vacation days prorated to their retirement  
15 day.  
16

**ARTICLE 14 – HOLIDAY BENEFITS**

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14.1 Active employees working on a twelve (12) month regular basis, four (4) hours per day or more, shall be entitled to proportionate holiday pay when the following fall on a regular work day provided the employee works or is on a paid leave the day before or the day after the holiday. If a holiday falls on a weekend, compensatory time off with pay will be given.

- |                        |                            |
|------------------------|----------------------------|
| New Year's Day         | Day before Christmas       |
| Presidents' Day        | Christmas                  |
| Fourth of July         | Martin Luther King Jr. Day |
| Labor Day              | Memorial Day               |
| Thanksgiving           | Veterans' Day              |
| Day after Thanksgiving |                            |

14.2 Less than twelve (12) month employees working on a regular basis six (6) hours or more daily shall be entitled to proportionate holiday pay on each of the holidays above except Presidents' Day, Fourth of July, and Day before Christmas.

14.3 Less than twelve (12) month employees who were hired before July 1, 1980, will qualify for holiday benefits described above if they are working on a regular basis four (4) hours or more daily.

## ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 Scope of the Grievance Procedure: The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the express terms of this Agreement shall constitute a grievance.

Union grievances shall enter the procedure at Step 3 and be subject to all applicable time limits, other provisions, and to mediation/arbitration.

### 15.2 STEPS

Step 1. The aggrieved employee shall discuss the grievance with his/her immediate supervisor within ten (10) days of the date of the occurrence prompting the grievance. The immediate supervisor shall attempt to adjust the matter and shall respond to the employee within five (5) working days.

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee or representative shall submit a written grievance to the Human Resources Director with a copy to the supervisor within five (5) working days following the supervisor's oral response. The written grievance at this step and at all steps thereafter shall contain the following information:

- a. A statement of the grievance and the facts upon which it is based;
- b. The alleged violation of the Agreement;
- c. The remedy or adjustment sought; and
- d. The signature of the aggrieved employee.

The Human Resources Director shall respond in writing to this grievance within five (5) working days of its receipt. The written response at this step, and management responses at all steps thereafter, shall contain the following information:

- a. An affirmation or denial of the facts upon which the grievance is based;
- b. An analysis of the alleged violation of the Agreement;
- c. The remedy or adjustment, if any, to be made; and
- d. The signature of the appropriate management representative.

Step 3. If the grievance is not resolved at Step 2, the aggrieved employee or representative shall submit the grievance to the superintendent within five (5) working days following the supervisor's written response. The superintendent or designee shall respond in writing to this grievance within fifteen (15) working days of its receipt. The requirement in Step 3 for written grievances and responses shall not preclude the aggrieved employee and the appropriate management representative from orally discussing and resolving the grievance.

1  
2 Step 4. If the grievance has not been resolved at Step 3, the Union may refer the  
3 dispute to arbitration as provided below. The Union shall notify the District in  
4 writing of submission to arbitration within ten (10) working days after receipt of  
5 the superintendent's written response at Step 3.  
6

7 15.3 Within ten (10) working days of the date of the Union's notification of submission  
8 to arbitration, the District and the Union (or their legal representative) shall  
9 attempt to agree upon a mutually acceptable arbitrator who will make a  
10 commitment to serve. If none can be agreed to within said period, then either the  
11 Union or the District may request the Employment Relations Board (ERB) to  
12 furnish a list of seven (7) arbitrators, and the selection of the arbitrator shall be in  
13 accordance with the voluntary labor arbitration rules of the American Arbitration  
14 Association.  
15

16 The arbitrator shall confer with the representatives of the parties and hold  
17 hearings promptly and shall issue his/her decision generally not later than thirty  
18 (30) days from the date of the close of the hearings.  
19

20 The mediator/arbitrator shall not have the power to add to, subtract from, or  
21 modify the provisions of this Agreement in arriving at a decision of the issue or  
22 issues presented and shall confine his/her decision solely to the interpretation,  
23 application, or enforcement of this Agreement. The mediator/arbitrator shall  
24 confine himself/herself to the precise issue submitted for arbitration and shall  
25 have no authority to determine any other issues not so submitted to him/her. The  
26 decision of the mediator/arbitrator shall be final and binding upon the aggrieved  
27 employee, Union and District.  
28

29 The District and the Union shall share equally the fees and expenses of the  
30 mediator/arbitrator.  
31

32 Either party has the right to have a representative represent them at any step of  
33 the grievance procedure.  
34

35 The following grievance principles shall govern and be controlling in any and all  
36 grievances:  
37

- 38 a. While a grievant may be "made whole," any punitive award shall be void and  
39 unenforceable.
- 40 b. Unless agreed otherwise, only one grievance will be heard at a time by an  
41 arbitrator.  
42

1           **ARTICLE 16 – TUITION REIMBURSEMENT/PROFESSIONAL DEVELOPMENT**  
2  
3

4   16.1   Where specific job deficiencies of the classified employee are determined to exist  
5           by the supervisor or the principal, said supervisor or principal shall have the right  
6           to require, as a condition of further employment, that the employee complete  
7           training or class work to remedy said deficiency. Tuition for such class work or  
8           training and all directly related costs may be prepaid by the District if requested  
9           by the employee. Directly related costs include textbooks or training materials,  
10          meals and lodging and shall be preapproved by the employee’s supervisor.  
11          Mileage will be reimbursed for all workshops and seminars, but not for college  
12          course work. Upon request of the employee and completion of the appropriate  
13          forms, the District shall issue a check payable to the college or university for  
14          prepayment of tuition. Twenty-one (21) day notice will be required.  
15

16           If, after receiving prepayment of tuition, the employee is unable to provide  
17           evidence of successful completion of the course (grade card or transcript  
18           showing a grade of A, B, C or Pass for the course), the employee shall make  
19           reimbursement to the District in the form of payroll deduction.  
20

21   16.2   Classified employees desiring to complete professional development and tuition  
22           reimbursement to upgrade capabilities for their current job may apply for  
23           prepayment/reimbursement of fees using the appropriate forms under the  
24           following guidelines:  
25

- 26           a. Prior approval, using professional development reimbursement form or tuition  
27           prepayment/reimbursement form, must be obtained from employee’s principal  
28           or the Director of Human Resources. Forms are available through  
29           MyLearningPlan.com the online professional development system.  
30
- 31           b. Rate of individual annual benefit will not exceed the cost of the undergraduate  
32           rate at Portland State University (PSU) for twelve (12) credits.  
33
- 34           c. Employees will be eligible for up to the cost of one (1) three (3) hour college  
35           quarter undergraduate level course maximum per quarter. However, during  
36           the summer term, employees not working during the recess period may utilize  
37           their full annual limit, subject to approval by the superintendent of designee.  
38
- 39           d. Reimbursement for professional development (training fees, meals, lodging,  
40           mileage, etc.) and/or tuition only will be made after the submission of the  
41           completed request form and evidence showing satisfactory completion of  
42           course/workshop/training, etc. In the case of college classes a grade card or  
43           transcript showing a grade of A, B, C or Pass shall be required. Tuition  
44           (distinct from other forms of professional development) and all directly related  
45           costs may be prepaid by the District if requested by the employee upon

1 evidence of satisfactory enrollment in the course. Incidental fees, books,  
2 mileage are not covered under Tuition Reimbursement.

- 3  
4 e. Request for reimbursement must be forwarded during the school year in  
5 which the professional development was completed. Twenty-one (21) days  
6 notice is required prior to the date the prepayment is needed. For prepayment  
7 to be granted the appropriate District forms must be used.

8  
9 If, after receiving prepayment of tuition, the employee is unable to provide  
10 evidence of successful completion of the course (grade card or transcript  
11 showing a grade of A, B, C or Pass for the course, the employee shall make  
12 reimbursement to the District in the form of payroll deduction.

- 13  
14 f. \$10,000 will initially be designated specifically for professional development.

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**ARTICLE 17 – NO STRIKE**

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- 17.1 The Association, and the classified employees represented thereby, agree that during the term of the Agreement they will not promote, aid, or participate in a strike, work stoppage, slowdown, or interruption in the program and activities of the District.
- a. The provisions of this section shall not apply in the event that the contract is reopened in whole or in part, as a result of other provisions of this Agreement.
  - b. There will be no lockout of employees in the unit by the District as a consequence of a labor dispute during the life of this Agreement except as the right to strike is available to the Association. Thus, the period of time when a lockout could legally occur would be the same as the period of time when a strike could legally take place.

**ARTICLE 18 – TRANSFERS AND VACANCIES**

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18.1 The District reserves the right to transfer current classified employees to a vacant position within their job title before advertising the position.

18.2 The District shall post open positions for a minimum of five (5) days for all classifications on the electronic application system, TalentEd Recruit & Hire. A classified employee may apply for an open position within their classification using the online transfer request form (located on the District website).

Transfer requests within job title will be considered prior to considering employees from outside job title and/or out of district applications. Interviews will be conducted once an adequate pool of applicants has been collected. All interviewed candidates shall be notified and given the reason for denial prior to a general public announcement.

18.3 When in the judgment of a principal and/or supervisor, two (2) final applicants for a position qualify equally for the position, the applicant with the greater seniority in the District shall be recommended for placement in the position.

18.4 An employee who voluntarily moves to a lower or higher job title shall be placed on the proper range and step to which the employee’s years of experience in the District qualifies said employee. Prior to voluntary transfer, the employee shall be notified of the range and step classification to which he/she will be assigned.

When there is a position open in the graveyard shift, volunteers will be requested. Those volunteers will receive first consideration for the position; however, the final judgment of the principal/supervisor will prevail in making the assignment.

## ARTICLE 19 – SEPARABILITY OF PROVISIONS

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19.1 It is agreed that if any provision of this Agreement is found to be in conflict with existing law or rules and regulations of bodies other than the Board or it is found to be so by a court or by rulings of the Employment Relations Board (ERB), only the items affected by decisions shall be deleted and the remaining items shall remain in full force.

19.2 Upon request of either the Board or the Association the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such invalidated provision.

1 **ARTICLE 20 – JOB CLASSIFICATION**

2  
3  
4 20.1 The District and the Association shall establish a permanent joint Reclassification  
5 Committee composed of equal numbers of Association and District  
6 representatives. The committee shall make decisions by majority vote. In the  
7 case of a tied vote, the decision shall be determined to be turned down.  
8

9 20.2 The Reclassification Committee shall meet an adequate number of times per  
10 year to insure all requests are disposed of in a timely fashion.  
11

12 20.3 The Reclassification Committee shall review and update classified job  
13 descriptions.  
14

15 20.4 Pay adjustment for reclassified employees will be made effective from the date of  
16 the reclassification request.  
17

18 20.5 A person wishing to be reclassified into an existing classification shall follow this  
19 procedure: 1) Consult with the building principal or supervisor; 2) Write a letter to  
20 the Director of Human Resources describing the current position, the duties  
21 expected of him or her, and why the employee believes he or she should be in a  
22 higher classification; and 3) The employee will be asked to appear before the  
23 Reclassification Committee to answer any questions.  
24

25 20.6 The employee realizes that the Reclassification Committee does not have the  
26 authority to invent new classifications. The employee realizes that the principal or  
27 supervisor may be called upon to discuss the reclassification with the  
28 Reclassification Committee. A decision will not be made in front of the employee.  
29 The proposal will be voted upon by the committee members, and the results of  
30 the vote will be made known to the employee within a reasonable amount of  
31 time.  
32

33 20.7 Instructional Assistant Certification: Instructional assistants who are “certified” in  
34 particular programs or courses of study may make application to the  
35 Reclassification Committee for consideration of Instructional Assistant IIIA status.  
36 Each request will be considered on a case-by-case basis. Employees must be  
37 prepared to produce evidence of such certification.  
38

## ARTICLE 21 – FUNDING

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21.1 The parties recognize that the revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedure.

21.2 The District agrees to include in its budget requests amounts sufficient to fund the compensation provided by this Agreement. The District agrees not to modify the compensation specified in this Agreement unless mutually agreed to by the District and the Association but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

## ARTICLE 22 – SALARY

1  
2  
3  
4 22.1 The salary schedules for 2015-16 and 2016-17 are found in Appendix A and B.

5  
6 Effective July 1, 2015, the 2014-15 salary schedule will be increased by four  
7 percent (4%). Employees who are eligible for step placement shall be advanced  
8 one step on the 15-16 schedule effective July 1, 2015. Effective July 1, 2016 the  
9 2015-16 salary schedule will be increased by two point five percent (2.5%).

10  
11  
12 22.2 Classified employees hired on or before the dates listed below will receive step  
13 movement effective July 1 of each fiscal year. Employees hired after these dates  
14 will receive step advancement on July 1 of the following year:

- 15  
16 • Twelve (12) month employees – hire date between July 1 and October 15  
17 (employees that work twelve (12) months and are on contracts of 259/262  
18 days).
- 19  
20 • Eleven (11) month employees – hire date between July 1 and October 31  
21 (employees that work eleven (11) months and have contracts between 224  
22 and 240 days).
- 23  
24 • Ten (10) month employees – hire date between July 1 and November 15  
25 (employees that work ten (10) months and have contracts between 172 and  
26 209 days).

27  
28 Placement on the salary schedule will be made according to the following:

29  
30 New hires will be placed on the "Hire-In" step (formerly known as Step 1) and will  
31 advance one (1) step each year as long as they meet the above criteria.

32  
33 Employees who reach Step 15 of the salary schedule will be eligible for a Career  
34 Employee Recognition payment after they have completed seventeen (17) years  
35 of continuous employment. This payment will be calculated on the same criteria  
36 as listed above. This payment will be one and one-half percent (1.5%) of the  
37 employee's prior year salary and shall be paid in December of each year. The  
38 employee's base pay will be the employee's base salary. It will not include any  
39 additional pay such as overtime, extra hours, call time, extra duty contracts or  
40 Career Employee Recognition payments, etc.

41  
42  
43 22.3 Employees may be temporarily reassigned to (fill a position of an employee who  
44 is absent but has not resigned) by the District to a higher classification. Such  
45 reassigned employee will receive the hourly pay for the higher range at their  
46 current step after he/she has worked five (5) consecutive workdays in the higher

1 classification until he/she returns to his/her regular classification duties. In  
2 addition, any employee who is temporarily assigned to a lower classification will  
3 receive his/her previous classification rate of pay.  
4

5 22.4 The District agrees that if an employee is temporarily assigned to a position for  
6 which the substitute pay is higher than the employee's current pay, the employee  
7 will receive the substitute pay for the temporarily assigned position until such  
8 time as the five (5) consecutive day requirement in paragraph 22.3 has been  
9 met.

10  
11 22.5 Instructional Assistants who hold a four year degree from an accredited college  
12 or university or who complete the Instructional Assistant Certification Program  
13 through Chemeketa and/or Clackamas Community Colleges shall be placed in  
14 the classifications of Instructional Assistant A at the appropriate pay codes as  
15 indicated in the salary schedules in effect at the time. It is the responsibility of  
16 the employee to present the completion certificate, transcripts or a copy of the  
17 diploma to the Department of Human Resources to receive the higher status.  
18 Such employees will remain as Instructional Assistants II or III, respectively, in  
19 job description, seniority, hours, and in other ways.  
20

21 22.6 Effective July 1, 1998, the District shall pick-up the employee contribution to  
22 PERS retirement. All employees in the bargaining unit who are employed by the  
23 District during the work year but do not have the membership in the Public  
24 Employees Retirement System (PERS) during the work year, shall receive a  
25 payment equal to six percent (6%) of their hourly wage for all time worked during  
26 the work year in which they were not PERS members. Such payment shall be  
27 made at the end of the employee's work year or at the time the employee leaves  
28 the employ of the District during the work year.  
29

30 22.7 TWELVE EQUAL PAYCHECKS:

31  
32 A. **EMPLOYEES WORKING A 12 MONTH SCHEDULE** (July 1-June 30) will  
33 have their pay calculated based on the number of work days multiplied by  
34 the appropriate hourly rate of pay (based on their classified pay schedule)  
35 multiplied by the number of hours they are scheduled to work each day.  
36 Paid holidays, if eligible, will be counted as workdays for calculation  
37 purposes. The total amount of this calculation will be divided into twelve  
38 (12) equal checks. Twelve-month employees hired after July 1 of any  
39 given fiscal year will still receive equal checks based on the same  
40 calculation but done on a pro-rated fiscal year basis. The fiscal year is  
41 defined as July 1 through June 30. Checks for twelve-month employees  
42 will begin in July with the last check for the year being paid in June.  
43

44 B. **EMPLOYEES WORKING A 10 MONTH SCHEDULE** (those working only  
45 during the school year) will have their pay calculated based on the number  
46 of work days multiplied by the appropriate hourly rate of pay (based on the

1 classified pay schedule) multiplied by the number of hours they are  
2 scheduled to work each day. The number of work days will be established  
3 with board adoption of the school calendars prior to each year. Paid  
4 holidays, if eligible, will be counted as workdays for calculations purposes.  
5 All ten-month employees working the entire school year will receive 12  
6 equal checks. These checks will begin in September and the last one will  
7 be in August. Ten-month employees will be given the option to elect to  
8 have the June, July and August checks paid to them in June. An  
9 electronic notice will be sent to all ten-month classified employees in April  
10 of each year. This notice will allow them to choose an option for having  
11 their summer checks distributed. Ten-month employees who do not  
12 respond to this notice will receive their summer checks spread out  
13 through August.  
14

15 **22.8 FINAL PAY FOR EMPLOYEES WHO TERMINATE** prior to the completion of the  
16 fiscal year for twelve month employees and the school year for ten month  
17 employees will be based on the number of days actually worked multiplied by the  
18 number of hours worked each day multiplied by the appropriate hourly rate of  
19 pay. The total dollars paid to date will be deducted and the balance will be paid  
20 upon termination.  
21

22 **22.9** Payroll cut-off dates will be established each year. Payroll cut-off dates will only  
23 be used to track paid leaves, unpaid leaves and additional pay since the prior  
24 cut-off date. Cut-off dates will not be used to calculate classified employee base  
25 pay. Cut-off dates are available for viewing on the district website.  
26  
27  
28



**ARTICLE 23 – SAFETY**

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23.1 An employee shall have the right to refuse to place himself/herself in immediate danger created by an unsafe working condition, including asbestos exposure, where such danger threatens substantial bodily injury.

The employee shall give notice of the conditions to his/her supervisor and shall be assigned to another location of duty while the condition is being investigated and/or corrected.

No employee shall be disciplined for refusal to violate the safety codes of the District or the laws of the State of Oregon.

23.2 Membership in District safety committees shall comply with applicable State of Oregon statutes and rules.

**ARTICLE 24 – EARLY RETIREMENT**

1  
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4 24.1 The District will not negotiate with individual members of the bargaining unit for  
5 early retirement benefits.  
6

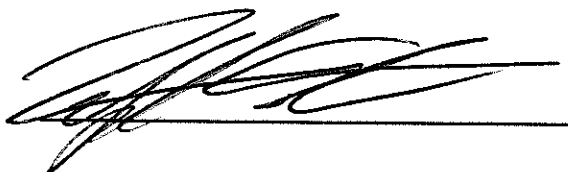
1 **ARTICLE 25 – DURATION OF AGREEMENT**

2  
3  
4 25.1 This Agreement shall become effective July 1, 2015 and continue through June  
5 30, 2017.

6  
7 IN WITNESSETH WHEREOF the District has caused this Agreement to be  
8 executed by its chairman and attested to by its clerk; and the Association by their  
9 representative, Oregon School Employees Association, Chapter No. 102, acting  
10 on behalf of authority granted by its membership and executed by its President.

11  
12  
13 FOR THE  
14 Oregon School Employees Association  
15 Chapter No. 102

13 FOR THE  
14 West Linn-Wilsonville School Board  
15 West Linn-Wilsonville School District No. 3Jt

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19  
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21 11-9-15

19  
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21 11/9/15

22  
23  
24 Date Signed

22  
23  
24 Date Signed

## APPENDIX A: 2015-16 SALARY SCHEDULE

Effective 7/1/2015

### CLASSIFIED SALARY SCHEDULE WEST LINN-WILSONVILLE SCHOOL DISTRICT

<b>RANGE</b>		<b>Hire -In</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>4</b>	Nutrition Service I	\$11.20	\$11.40	\$11.59	\$11.79	\$11.98	\$12.18
<b>5</b>		\$11.68	\$11.89	\$12.09	\$12.29	\$12.50	\$12.70
<b>6</b>	Instructional Assistant II	\$12.14	\$12.36	\$12.57	\$12.79	\$13.01	\$13.23
<b>7</b>	Nutrition Service III	\$12.65	\$12.87	\$13.10	\$13.32	\$13.55	\$13.78
<b>8</b>	Instructional Assistant III	\$13.22	\$13.46	\$13.69	\$13.93	\$14.17	\$14.40
	Custodian I						
<b>9</b>	Instructional Assistant IIIA	\$13.80	\$14.05	\$14.29	\$14.54	\$14.78	\$15.03
	Cook Manager						
	Custodian II						
<b>10</b>	Maintenance I	\$14.39	\$14.64	\$14.90	\$15.16	\$15.42	\$15.68
	Bookkeeper I						
<b>11</b>	Secretary III	\$15.01	\$15.28	\$15.55	\$15.82	\$16.09	\$16.36
	Bookkeeper II						
	Secretary IV						
<b>12</b>	Transition Specialist	\$15.68	\$15.96	\$16.24	\$16.53	\$16.81	\$17.09
	Engineer I						
	Maintenance II						
	Warehouse I						
<b>13</b>	Secretary V	\$16.36	\$16.66	\$16.95	\$17.25	\$17.54	\$17.84
	Accounts Payable Clerk						
<b>14</b>	Payroll Clerk	\$17.08	\$17.39	\$17.70	\$18.01	\$18.32	\$18.64
<b>15</b>	Engineer II	\$17.87	\$18.19	\$18.51	\$18.84	\$19.16	\$19.49
	Crest Coordinator						
<b>16</b>	IT Specialist	\$18.65	\$18.99	\$19.33	\$19.67	\$20.01	\$20.35
	Engineer III						
	IT Specialist II						
<b>17</b>	Maintenance III	\$19.48	\$19.84	\$20.20	\$20.56	\$20.92	\$21.27
<b>18</b>	Maintenance IV	\$20.37	\$20.74	\$21.12	\$21.49	\$21.87	\$22.24
<b>19</b>	Journeyman Craft Specialist	\$25.28	\$25.74	\$26.20	\$26.67	\$27.13	\$27.59
<b>20</b>	Performing Arts Technician	\$17.29	\$17.61	\$17.92	\$18.24	\$18.55	\$18.87

# APPENDIX A: 2015-16 SALARY SCHEDULE

Effective 7/1/2015

## CLASSIFIED SALARY SCHEDULE WEST LINN-WILSONVILLE SCHOOL DISTRICT

Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
\$12.37	\$12.57	\$12.76	\$12.96	\$13.15	\$13.34	\$13.54	\$13.73	\$13.93	\$14.12
\$12.91	\$13.11	\$13.32	\$13.52	\$13.73	\$13.93	\$14.13	\$14.34	\$14.54	\$14.75
\$13.45	\$13.67	\$13.88	\$14.10	\$14.32	\$14.54	\$14.76	\$14.98	\$15.20	\$15.41
\$14.00	\$14.23	\$14.46	\$14.68	\$14.91	\$15.13	\$15.36	\$15.59	\$15.81	\$16.04
\$14.64	\$14.88	\$15.11	\$15.35	\$15.59	\$15.82	\$16.06	\$16.30	\$16.53	\$16.77
\$15.27	\$15.52	\$15.76	\$16.01	\$16.25	\$16.50	\$16.74	\$16.99	\$17.23	\$17.48
\$15.94	\$16.20	\$16.46	\$16.72	\$16.98	\$17.24	\$17.50	\$17.75	\$18.01	\$18.27
\$16.63	\$16.89	\$17.16	\$17.43	\$17.70	\$17.97	\$18.24	\$18.51	\$18.78	\$19.05
\$17.37	\$17.66	\$17.94	\$18.22	\$18.50	\$18.78	\$19.07	\$19.35	\$19.63	\$19.91
\$18.14	\$18.43	\$18.73	\$19.03	\$19.32	\$19.62	\$19.91	\$20.21	\$20.51	\$20.80
\$18.95	\$19.26	\$19.57	\$19.88	\$20.19	\$20.50	\$20.81	\$21.12	\$21.43	\$21.74
\$19.81	\$20.14	\$20.46	\$20.78	\$21.11	\$21.43	\$21.76	\$22.08	\$22.40	\$22.73
\$20.69	\$21.03	\$21.37	\$21.71	\$22.05	\$22.39	\$22.73	\$23.07	\$23.42	\$23.76
\$21.63	\$21.99	\$22.35	\$22.71	\$23.07	\$23.43	\$23.79	\$24.15	\$24.51	\$24.87
\$22.61	\$22.99	\$23.36	\$23.73	\$24.11	\$24.48	\$24.86	\$25.23	\$25.60	\$25.98
\$28.05	\$28.51	\$28.97	\$29.43	\$29.90	\$30.36	\$30.82	\$31.28	\$31.74	\$32.20
\$19.18	\$19.50	\$19.81	\$20.13	\$20.44	\$20.76	\$21.07	\$21.39	\$21.70	\$22.02

**APPENDIX B: 2016-17 SALARY SCHEDULE**  
**Effective 7/1/2016**

**CLASSIFIED SALARY SCHEDULE**  
**WEST-LINN-WILSONVILLE SCHOOL DISTRICT**

<b>RANGE</b>		<b>Hire -In</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>4</b>	Nutrition Service I	\$11.48	\$11.68	\$11.88	\$12.08	\$12.28	\$12.48
<b>5</b>		\$11.97	\$12.18	\$12.39	\$12.60	\$12.81	\$13.02
<b>6</b>	Instructional Assistant II	\$12.44	\$12.66	\$12.89	\$13.11	\$13.34	\$13.56
<b>7</b>	Nutrition Service III	\$12.96	\$13.19	\$13.43	\$13.66	\$13.89	\$14.12
<b>8</b>	Instructional Assistant III	\$13.55	\$13.79	\$14.03	\$14.28	\$14.52	\$14.76
<b>9</b>	Custodian I Instructional Assistant IIIA	\$14.15	\$14.40	\$14.65	\$14.90	\$15.15	\$15.40
<b>10</b>	Cook Manager Custodian II Maintenance I	\$14.75	\$15.01	\$15.28	\$15.54	\$15.81	\$16.07
<b>11</b>	Bookkeeper I Secretary III	\$15.39	\$15.66	\$15.94	\$16.21	\$16.49	\$16.77
<b>12</b>	Bookkeeper II Secretary IV Transition Specialist	\$16.07	\$16.36	\$16.65	\$16.94	\$17.23	\$17.52
<b>13</b>	Engineer I Maintenance II Warehouse I Secretary V	\$16.77	\$17.07	\$17.38	\$17.68	\$17.98	\$18.29
<b>14</b>	Accounts Payable Clerk Payroll Clerk	\$17.51	\$17.83	\$18.14	\$18.46	\$18.78	\$19.10
<b>15</b>	Engineer II	\$18.31	\$18.64	\$18.98	\$19.31	\$19.64	\$19.97
<b>16</b>	Crest Coordinator IT Specialist	\$19.12	\$19.47	\$19.81	\$20.16	\$20.51	\$20.86
<b>17</b>	Engineer III IT Specialist II Maintenance III	\$19.97	\$20.33	\$20.70	\$21.07	\$21.44	\$21.81
<b>18</b>	Maintenance IV	\$20.88	\$21.26	\$21.65	\$22.03	\$22.41	\$22.80
<b>19</b>	Journeyman Craft Specialist	\$25.91	\$26.39	\$26.86	\$27.33	\$27.81	\$28.28
<b>20</b>	Performing Arts Technician	\$17.73	\$18.05	\$18.37	\$18.69	\$19.02	\$19.34

**APPENDIX B: 2016-17 SALARY SCHEDULE**  
**Effective 7/1/2016**

**CLASSIFIED SALARY SCHEDULE**  
**WEST-LINN-WILSONVILLE SCHOOL DISTRICT**

<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step 14</b>	<b>Step 15</b>
\$12.68	\$12.88	\$13.08	\$13.28	\$13.48	\$13.68	\$13.88	\$14.08	\$14.28	\$14.48
\$13.23	\$13.44	\$13.65	\$13.86	\$14.07	\$14.28	\$14.49	\$14.70	\$14.91	\$15.12
\$13.78	\$14.01	\$14.23	\$14.46	\$14.68	\$14.90	\$15.13	\$15.35	\$15.58	\$15.80
\$14.35	\$14.59	\$14.82	\$15.05	\$15.28	\$15.51	\$15.74	\$15.98	\$16.21	\$16.44
\$15.00	\$15.25	\$15.49	\$15.73	\$15.98	\$16.22	\$16.46	\$16.70	\$16.95	\$17.19
\$15.65	\$15.91	\$16.16	\$16.41	\$16.66	\$16.91	\$17.16	\$17.41	\$17.66	\$17.92
\$16.34	\$16.60	\$16.87	\$17.14	\$17.40	\$17.67	\$17.93	\$18.20	\$18.46	\$18.73
\$17.04	\$17.32	\$17.59	\$17.87	\$18.14	\$18.42	\$18.69	\$18.97	\$19.25	\$19.52
\$17.81	\$18.10	\$18.39	\$18.68	\$18.96	\$19.25	\$19.54	\$19.83	\$20.12	\$20.41
\$18.59	\$18.89	\$19.20	\$19.50	\$19.80	\$20.11	\$20.41	\$20.72	\$21.02	\$21.32
\$19.42	\$19.74	\$20.06	\$20.38	\$20.69	\$21.01	\$21.33	\$21.65	\$21.97	\$22.29
\$20.31	\$20.64	\$20.97	\$21.30	\$21.64	\$21.97	\$22.30	\$22.63	\$22.96	\$23.30
\$21.21	\$21.56	\$21.91	\$22.26	\$22.61	\$22.95	\$23.30	\$23.65	\$24.00	\$24.35
\$22.17	\$22.54	\$22.91	\$23.28	\$23.65	\$24.02	\$24.38	\$24.75	\$25.12	\$25.49
\$23.18	\$23.56	\$23.94	\$24.33	\$24.71	\$25.09	\$25.48	\$25.86	\$26.24	\$26.63
\$28.75	\$29.22	\$29.70	\$30.17	\$30.64	\$31.12	\$31.59	\$32.06	\$32.54	\$33.01
\$19.66	\$19.99	\$20.31	\$20.63	\$20.96	\$21.28	\$21.60	\$21.92	\$22.25	\$22.57

# Sick Leave Bank

## Classified Bargaining Unit

### West Linn-Wilsonville School District

The Sick Leave Bank is established to provide additional sick leave for classified employees when:

- 1) an extended absence due to illness or injury has depleted an individual's available leave resulting in a financial crisis for the employee;
- 2) no other resources are reasonably available to make up the loss of income resulting from a lack of paid leave;
- 3) a sufficient amount of sick leave has been contributed by other classified employees from which to make allocations.

Membership in the sick bank is **optional**. Employees who choose to join the bank must contribute **4 hours of earned personal sick leave to the bank by September 15 of each school year. Only employees who contribute at the beginning of the school year to the bank may request a grant during that school year.** The four hours of contributed sick leave time will be deducted on the October or November pay period. **This form is to be filled out and returned to the Department of Human Resources at the Administration Building by September 15.**

Additional criteria are in place:

- 1) The total absence for the Sick Leave Bank time being requested must be at least five (5) consecutive days.
- 2) No grants will be made for absences due to on-the-job illness or injury for which Worker's Compensation benefits are payable.
- 3) No grants will be made for absences for which compensation is payable from any other source.
- 4) All earned sick leave and personal leave must be used by a bank member before the member is eligible to receive a grant.
- 5) A doctor's statement is required with the application to verify the nature of the illness or injury and to document the required length of the absence.
- 6) To make application for a withdrawal request an employee must contact either the President of the OSEA Chapter or the Director of Human Resources at the district office in order for the Sick Leave Bank committee to meet. The employee will submit the request and accompanying explanation in writing along with the number of hours requested. A copy of the doctor's statement must be included.
- 7) Per Addendum dated March 11, 2008, the Sick Leave Bank may not be used to for maternity leave except for medically urgent reasons.
- 8) No employee shall be granted more than 200 hours during a school year.

*I hereby agree with the terms of the Sick Leave Bank as outlined in the Agreement between the OSEA Chapter 102 and the West Linn-Wilsonville School District. I understand that I will donate four hours of my earned sick leave in order to be eligible.*

Please **Print** your Full Name: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Last Four Digits of SS #

\_\_\_\_\_  
Building

\_\_\_\_\_  
Date

**Return this form to the Dept. of Human Resources by September 15 to be eligible for the current school year.**

Send one copy to the HR Office. Make a photocopy of this signed form and retain with your records.