

AGREEMENT

BETWEEN THE

OREGON SCHOOL EMPLOYEE ASSOCIATION
CHAPTER 102

AND

WEST LINN-WILSONVILLE SCHOOL DISTRICT
#3JT

JULY 1, 2019

TO

JUNE 30, 2021

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ARTICLE I – RECOGNITION

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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 employees
6 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 regular
12 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 approved
21 leaves as defined in Article 12.6, working in excess of ninety (90) days in a
22 particular position will move to probationary status as a classified employee. If
23 a temporary employee who is substituting for an employee on approved leave
24 is subsequently offered and granted a regular position with the District, the
25 employee will be placed on probation and if successful, their seniority date shall
26 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 hired
34 into another position the following school year cycle prior to October 1, without
35 a break in service (beyond recess periods), shall be considered a regular
36 employee whose probationary period has been met and whose seniority will
37 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 excess
43 of one hundred twenty (120) calendar days will move to probationary status as
44 a classified employee.
45

- 1 1.3 No person hired as described in 1.2 (a), (b), (c) and (d) shall be paid more than the
- 2 entry wage level for the classification into which they are hired.
- 3
- 4

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.

1 **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. Banking Institutions;
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 agreement;
12 e. Association dues;
13 f. Voluntary Life Insurance (optional); and
14 g. Tax-sheltered IRS “Section 125” deductions.

15
16 3.2 The Association agrees to hold the District harmless against any and all claims,
17 suits, orders, or judgments brought against the District as a result the deduction of
18 Association dues in accordance with Section 3.1(e) above. The District agrees to
19 correct computation or mathematical errors, which may occur in preparing the
20 transmitting of these deductions.

- 21
22 a. The District will supply the Association with a list of all employees after the
23 September payroll has been completed and at other times required by the
24 Association provided such request is made no more than once each month.
25

ARTICLE 4 – ASSOCIATION RESPONSIBILITY

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3
- 4 4.1 The Association or committee of the Association shall be allowed the use of
5 facilities of the District for meetings when such facilities are not scheduled for use
6 by Community Services or in use as approved by the building supervisor.
7 Association meetings shall be conducted during hours outside the regular
8 (weekday) work schedule, which is from eight (8) a.m. to four (4) p.m.
9
- 10 4.2 The Association shall be allowed the use of office equipment and District email as
11 needed for duplication and other modes of communication to the classified
12 employees and in a manner which does not interrupt the regular routine of the
13 District programs, as approved by the building supervisor, and the Association
14 shall pay for the supplies and materials that may be used in these activities.
15
- 16 4.3 The Association shall be provided space in the “Right to Know” center for the use
17 of communicating with classified employees in each facility in which such
18 employees are assigned, as arranged with the building supervisor.
19
- 20 4.4 The Association representatives, elected or appointed, shall be granted limited
21 time off to attend meetings of interest to the Association, when arrangements for
22 such absence can be made with the building supervisor so as to not interfere with
23 normal school duties. Any sub costs shall be borne by the association.
24
- 25 4.5 The Association agrees to prepare and distribute information packets for newly
26 hired employees in the bargaining unit. Such packets shall include information
27 regarding their rights, obligations, and entitlements under this collective bargaining
28 agreement, but shall not include any forms mandated by law or insurance
29 enrollment forms other than those available to members through OSEA. The
30 District shall inform the Chapter President of new employees within 30 days of hire.
31
- 32 4.6 The Association may request up to fifteen (15) days of release time each school
33 year for employees to participate in Association business. The Association agrees
34 to pay the District the costs of a substitute for the missing employee. All requests
35 need prior approval and will be made through the Director of Human Resources
36 (with notification to the supervisor) at least seven (7) days prior to the release date.
37

1 **ARTICLE 5 – SENIORITY/LAYOFF/REDUCTION IN FORCE/RECALL**
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4 5.1 Seniority
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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 of
14 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 be
17 moved to a higher pay as part of a reduction-in-force action. Thus, within each
18 job title, employees will be laid off or displaced based on seniority, the least
19 senior employee within that job title to be laid off or displaced first except that
20 regardless of seniority: (1) No employee may move to a job title within a higher
21 pay range; and, (2) If the District determines that a less senior employee has a
22 special job-related skill or ability, that employee may be retained in favor of a
23 more senior employee. Employees affected by a layoff/displacement will be
24 notified in writing at least twenty (20) calendar days prior to layoff. The Chapter
25 President will be notified prior to the employee notification.
26

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

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

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 but will remain on their current
3 step.

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 the
11 reduction in hours occurs after May 1.

12	7+ above	(35 hrs/week)	100% of Article 10 benefits
13	6+ above	(30-35 hrs/week)	86% of Article 10 benefits
14	4 and above	(20-30 hrs/week)	71% of Article 10 benefits
15	Below 4		57% of Article 10 benefits
16			

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, when
20 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 benefit
30 level. They must respond within three (3) business days of any such offer. If
31 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 title
39 or classification which has experienced a layoff/displacement (within the last
40 twenty-seven (27) months), laid off/displaced employees from the job title or
41 classification will be recalled in reverse order of layoff to a position for which
42 they are qualified. The District agrees that no new employees will be hired for
43 positions affected by a layoff until all laid off employees who are qualified to
44 hold the positions have been given an opportunity to fill them.

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 ten
4 (10) working days after being notified (except in the case of an emergency,
5 such as a medical or health situation which prevents the presence of the
6 employee), that employee will not be eligible to fill the vacant position and will
7 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 position
14 which is not substantially equivalent to the position held prior to the layoff.
15 Substantially equivalent shall mean at least eighty percent (80%) of the total
16 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 provided 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 Internship Coordinator

37
38 CREST School Garden Coordinator

39
40 ISEF Program Coordinator

41
42 Secretarial

43 Secretary V

44 Secretary IV

45 Secretary III

46
47 Transition Specialist

1 Paraeducator
2 Paraeducator IIIA
3 Paraeducator III
4
5 IT Specialist
6
7 Nutrition Service
8 Nutrition Services Specialist
9 Cook Manager
10 Nutrition Service III
11 Nutrition Service I
12
13 Custodial/Engineer
14 Engineer III
15 Engineer II
16 Engineer I
17 Custodian II
18 Custodian I
19 Custodian Lead (HS only)
20
21 Maintenance /Craft Specialist
22 Licensed Journeyman Electrician
23 Licensed Journeyman HVAC
24 Licensed Journeyman Plumber
25 Journeyman Craft Specialist
26 Maintenance IV
27 Maintenance III
28 Maintenance II
29
30 Bookkeeper/Accounts Payable and Payroll Clerk
31 Payroll Clerk
32 Accounts Payable Clerk
33 Bookkeeper
34
35 Warehouse I
36
37 Performing Arts Technician
38

39 5.5 Definition of Terms
40

41 Job Title: Custodian I, Custodian II, Secretary III, etc.
42

43 Reduction in Force: Reduction in the number of available jobs within a job title
44 which would require the reassignment of current employees within that job title into
45 a lower ranking job title within that classification.
46

- 1 Layoff: Loss of individual employment due to a reduction in the number of available
- 2 jobs.
- 3
- 4 Displacement: Due to a reduction in force, when an employee is bumped to either
- 5 a lower ranking job title within their classification or a formerly held job title in a
- 6 different classification.
- 7
- 8 Classification: The common work group to which related job titles belong
- 9 (secretarial, nutrition service, or paraeducator, for example).
- 10

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.

1 **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 superintendent
35 or his/her designee, and a decision is made to continue or to discontinue that
36 employee’s employment. If the employee is cleared of all charges, said employee
37 shall be reinstated without loss of pay, accrued benefits and seniority. It is agreed
38 that there are some circumstances for which loss of pay shall be justified.
39

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

- 42 7.3 School Board members, administrators, teachers, or classified employees shall
43 not be criticized in front of staff members, students or parents. The West Linn-
44 Wilsonville School District is committed to providing a professional work
45 environment in which every employee, student, parent, School Board member and

1 contractor is treated with respect. All employees are expected to adhere to District
2 confidentiality policies.

3
4 7.4 Nothing in this Article shall be construed to prevent any classified employee who
5 has been demoted or dismissed from requesting a hearing before the School
6 Board in accordance with ORS 342.663, provided such request is filed with the
7 Board within fifteen (15) calendar days of the dismissal or demotion.

8
9 7.5 Employees shall give written notice ten (10) working days prior to voluntary
10 termination of employment with the District. Failure to do so shall cause loss of all
11 unused vacation days.

12
13 7.6 The District may develop a plan of assistance to assist employees who have been
14 informed of concerns about their performance. In such cases, the employee may
15 have Association representation at any meeting regarding the plan of assistance
16 which the employee is required to attend. The supervisor preparing the plan of
17 assistance will consider suggestions made by the employee and/or the employee's
18 representative in developing the plan of assistance. After the plan of assistance
19 has been initiated, it will be reviewed with the employee at least once every three
20 (3) months. Modifications in the plan may be made by the supervisor at the time of
21 review and shall be discussed with the employee.

22
23 Modifications to the plan of assistance suggested by the employee because of
24 workload or work assignment changes will be considered by the supervisor and, if
25 agreed to by the supervisor, shall be incorporated in the plan of assistance at a
26 review meeting with the employee.

27
28 7.7 Allegations or charges against an employee must be communicated to the
29 employee within a reasonable amount of time after the employee's objectionable
30 action or discovery thereof.

31
32 7.8 An employee involuntarily moved (demoted) to a lower job title shall be placed on
33 the proper salary range but will remain on their current step.

1 **ARTICLE 8 – PROBATIONARY PERIOD**

2
3
4 8.1 When hired into a regular position in the District, new employees shall serve a
5 probationary period of nine (9) months or, in the case of Secretaries or
6 Paraeducators, the current full school year (to end on the last full teacher workday),
7 whichever is longer.

8
9 Probationary employees must be notified of any termination prior to the end of their
10 last workday.

11
12 Employees hired as a temporary or seasonal employee who later become regular
13 classified employees shall start their probationary period with the date of hire as a
14 temporary or seasonal employee.

15
16 a. Paraeducators' term of employment concludes at the end of the school year in
17 which they were hired. If re-hired prior to October 1 of the following year, they
18 will move to regular status.

19
20 8.2 During a probationary period, an employee may be dismissed for any reason
21 deemed sufficient by the District. Such dismissal shall not be subject to review via
22 the grievance procedure.

23
24 8.3 An employee who has been demoted or dismissed shall be entitled to a hearing
25 before the School Board if a written request is filed with the Board within fifteen
26 (15) days of dismissal or demotion.
27

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 work
11 weekends in addition to their normal workweek. The working hours will be
12 determined by the principal or supervisor.
13

14 With prior approval of the supervisor, employees, both full year and partial year,
15 will receive one and one-half (1 ½) times their established wage for all hours
16 worked over forty (40) hours per workweek or eight (8) hours per day, or will be
17 granted compensatory time off at the rate of one and one-half (1 ½) times the
18 amount of time worked. Use of compensatory time shall be arranged with the
19 employee’s supervisor within thirty (30) calendar days of the date on which the
20 compensatory time is earned. This means the compensatory time must be
21 scheduled but not necessarily taken within the thirty (30) days. If the compensatory
22 time off is not arranged within the thirty (30) days, the affected employee should
23 include the time on his/her time sheet so the employee’s next month’s check will
24 include the overtime pay.
25

26 Nothing in this Article shall prevent the District from scheduling employees to work
27 on the weekend if the District adopts a schedule that creates a state student
28 attendance day on the weekend. Should an employee desire to work a four (4) day
29 workweek (ten (10) hours/day), such requests shall not be unreasonably denied.
30 In the event an employee works a four (4) day workweek, overtime shall be paid
31 after forty (40) hours/week or ten (10) hours/day. Each employee shall have an
32 individual written work plan for work hours and days and holiday hours.
33

34 The District may establish a workweek of Tuesday through Saturday for open
35 positions and voluntary reassignments. Each employee shall have an individual
36 written work plan for work hours and days and holiday hours.
37

38 No employee will work beyond forty (40) hours per workweek or eight (8) hours in
39 a day for overtime compensation unless such time is preapproved by the principal
40 or supervisor. In extreme emergencies involving security of the building and when
41 the supervisor or principal cannot be contacted, the District employee on duty and
42 in charge of the building shall determine the necessity for overtime, not to exceed
43 one (1) hour at any one occurrence. No employee shall be paid for less than two
44 (2) hours straight time or time and one half for hours actually worked, whichever is
45 greater, when called back to the job in emergency 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) hours
 3 per week including the hours paid for holiday pay. Essentially, the holiday will count
 4 as hours worked in calculating the forty (40) hours. No other leave will apply in
 5 calculating hours for overtime (i.e., sick leave, jury duty, vacation or personal).
 6 With approval of the supervisor, when a less than full time employee is required to
 7 work beyond his/her normal work day, he/she will be paid for additional time.
 8

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

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 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 shall
 23 be scheduled by the employee's immediate supervisor near the midpoint of the
 24 shift. If a classified employee is required to remain on duty or to perform any tasks
 25 during the meal period, the time will be considered time worked and the employee
 26 will be paid for the meal period. If this causes the employee's work time to exceed
 27 eight (8) hours, the employee will be paid time and one-half (1 ½) for the work time
 28 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 six
 34 (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 daily
 38 wage for the shift or, if insufficient work, paying the employee for one-half (½) of
 39 their scheduled work shift.
 40

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

44 9.6 Nutrition services and paraeducators shall receive a calendar indicating the days
 45 to be worked during the school year (to the best of the District's ability) by
 46 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, 2019, the maximum employer contribution toward health
5 insurance premiums shall be \$1248.

6
7 Effective October 1, 2020, the maximum employer contribution toward health
8 insurance premiums shall be \$1323.

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 work
12 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 daily,
15 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 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. Any
30 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 total
32 dollar amount equal to the aggregate estimated sum that would have been spent
33 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 An employee’s spouse who is over sixty-five (65) years of age may remain on the
40 District medical and dental plans if permitted by the carriers. Monthly out-of-pocket
41 payment will be the responsibility of the employee not the District.

ARTICLE 11 – SICK LEAVE BENEFITS

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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 be
11 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 based on
15 PERS eligibility.
16
- 17 11.2 When absence is due to a compensable injury incurred in the course of the
18 employee's District job responsibility, at the request of the employee, the District
19 will pay the difference between the employee's regular salary and the benefits
20 received by the employee under the workers' compensation law; the amount paid
21 by the District to be subject to, and deducted on a pro-rata basis from, the
22 employee's accumulated sick leave. At no time will an employee be compensated
23 a total amount greater than his/her regular salary.
24
- 25 11.3 Sick leave days may be used for illness in the immediate family as defined in the
26 Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA).
27
- 28 11.4 A sick leave bank shall be established to provide additional sick leave for classified
29 employees when:
30
- 31 a. An extended absence due to illness or injury has depleted an individual's
32 available leave resulting in a financial crisis for the employee;
33
- 34 b. No other resources are reasonably available to make up the loss of income
35 resulting from a lack of paid leave;
36
- 37 c. A sufficient amount of sick leave has been contributed by other classified
38 employees from which to make allocations.
39
- 40 11.5 Membership in the sick leave bank shall be optional. Employees who choose to
41 join the bank must contribute four (4) hours earned personal sick leave to the bank
42 at the beginning of each school year. Only employees who contribute at the
43 beginning of the school year to the bank may request a grant. Forms will be
44 available online to join the bank. Earned sick leave donated to the bank is not
45 retrievable except by receiving a grant from the bank. If there are any hours
46 remaining in the sick leave bank account at the end of each fiscal year, the full

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

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

- 20
21 a. The total absence for the sick leave bank time being requested must be at least
22 five (5) consecutive days. If granted, payment will begin upon the first day
23 regardless of the amount of the sick leave being requested from the bank;
24
25 b. No grants will be made for absences due to on-the-job illness or injury for which
26 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 eligible
32 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 (10th) of the month following
41 receipt of completed application provided the application is received by the first
42 (1st) day of the month. The Committee shall notify applicants of the Committee's
43 decision within five (5) working days after meeting. The decisions of the
44 Committee are final and are not subject to appeal and may not be grieved. If
45 the denied applicant wishes to submit further information to the Committee, the
46 Committee may or may not hear the appeal at its discretion.

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

11.7 An employee granted sick leave hours from the sick leave bank shall repay twenty-five percent (25%) of the hours granted over a two (2) year period effective July 1 of each year at the rate of twelve and ½ percent (12.5%) in the first year and twelve and ½ percent (12.5%) in the second year.

1 **ARTICLE 12 – PAID/UNPAID LEAVES**

2
3 12.1 Emergency or personal leave shall be provided for each classified employee for a
4 total of three (3) days each year, non-accumulative upon request and with approval
5 of the principal and/or supervisor. Such leave request shall provide written
6 information identifying the type of leave and the general reason. The leave will
7 normally be taken in amounts not less than two (2) hours per request and is
8 intended to be available to employees when there is illness in the immediate family
9 (spouse, children, parents or other relative living in the home), or other instances
10 of emergency or personal business which cannot be accomplished outside regular
11 work hours. However, with supervisor approval, leave may be taken in one (1) hour
12 increments. It shall not be used to extend vacation or holiday periods, nor for
13 purposes of personal pleasure. This leave shall not be used for activities related
14 to a second business or occupation, including those of a spouse. Additional days
15 may be granted by the superintendent or his/her designee. These days cannot be
16 accumulated. The District agrees not to deny the otherwise legitimate use of this
17 leave because an emergency occurs the day before or the day after a vacation or
18 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 Under the Oregon Family Leave Act (OFLA), an employee may be eligible for up
38 to two weeks of bereavement leave. Work days after the three paid bereavement
39 days can be covered by available sick or personal leave.
40

41 12.3 Jury Duty: Employees are not discouraged from serving on jury duty when called
42 by the courts. Only in extreme situations will requests be made to free employees
43 from this service. Employees who are called to serve will receive their regular
44 check in full with no deductions and must, in turn, submit to the Business Office
45 the check received as a result of their jury duty.
46

1 Allowance made by the court for travel will be returned to the employee.
2

3 12.4 Family leave and parental leave may be granted consistent with the Family Medical
4 Leave Act (FMLA) and/or Oregon Family Leave Act (OFLA).
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. Classified
14 employees who work swing shift hours may request with his/her supervisor, the
15 ability to start his/her work shift earlier on inclement weather days when school is
16 closed to accommodate safety concerns.
17

18 12.6 Employees who have been in the District for five (5) years or more may request a
19 leave of absence for one (1) year for any reason deemed appropriate by the
20 employee. Employees granted such a leave will receive no pay and no fringe
21 benefits, but the District will make a good faith effort to return them to their original
22 position or allow them to return to a position within their former job classification;
23 employee shall retain number of hours, pay and seniority provided no reduction in
24 force has occurred affecting positions in their job classification. Sick leave and
25 seniority will not accrue while the employee is on a leave of absence. Employee
26 will give notice (of their intent to return to work or not) by June 1. If notice is not
27 received, then employment will be terminated.
28
29

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

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

23 13.5 Vacation days will be earned and credited at the end of each month for twelve (12)
24 month employees. Vacation schedules for twelve (12) month employees require
25 the approval of the employee’s principal or supervisor prior to the beginning of the
26 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 unused vacation. Twelve month employees
35 who have been employed more than one year may receive pay for unused

1 vacation, provided the employee notifies the department supervisor, in writing, at
2 least ten (10) days before the separation date.
3

4 13.8 Unused vacation days shall not accumulate, but shall be forfeited by the employee
5 if not taken during the fiscal year following earning the vacation days; however, if
6 previously scheduled and approved vacation days were denied by the District, then
7 the employee has the right to take unused vacation days within a reasonable
8 amount of time, with the District's approval.
9

10 13.9 For twelve (12) month employees in order to receive pay for unused vacation days,
11 the employee will notify the department supervisor, in writing, at least ten (10) days
12 before separation date. For a less than twelve (12) month employee to receive pay
13 for unused vacation pay, he/she must work six (6) hours per day or more of their
14 Individual Assigned Work Calendar the full school year for which he/she is
15 scheduled.
16

17 13.10 As an exception to 13.9, employees who retire with PERS benefits prior to the end
18 of the working year will receive vacation days prorated to their retirement day.
19

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. If a holiday falls on a Saturday, the Friday prior is taken as the holiday. If a holiday falls on a Sunday, the holiday is observed on the Monday following.

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 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 Director of Human Resources 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 writing
4 of submission to arbitration within ten (10) working days after receipt of the
5 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 attempt
9 to agree upon a mutually acceptable arbitrator who will make a commitment to
10 serve. If none can be agreed to within said period, then either the Union or the
11 District may request the Employment Relations Board (ERB) to furnish a list of
12 seven (7) arbitrators, and the selection of the arbitrator shall be in accordance with
13 the voluntary labor arbitration rules of the American Arbitration Association.
14

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

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

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

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

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

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

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 by
9 the employee. Directly related costs include textbooks or training materials, meals
10 and lodging and shall be preapproved by the employee’s supervisor. Mileage will
11 be reimbursed for all workshops and seminars, but not for college course work.
12 Upon request of the employee and completion of the appropriate forms, the District
13 shall issue a check payable to the college or university for prepayment of tuition.
14 Twenty-one (21) day notice will be required.

15
16 If, after receiving prepayment of tuition, the employee is unable to provide evidence
17 of successful completion of the course (grade card or transcript showing a grade
18 of A, B, C or Pass for the course), the employee shall make reimbursement to the
19 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) quarter credits or 8
33 semester credits.
34

35 c. Employees will be eligible for up to the cost of one (1) three (3) hour college
36 quarter undergraduate level course maximum per quarter. However, during the
37 summer term, employees not working during the recess period may utilize their
38 full annual limit, subject to approval by the superintendent or designee.
39

40 d. Reimbursement for professional development (training fees, meals, lodging,
41 mileage, etc.) and/or tuition only will be made after the submission of the
42 completed request form and evidence showing satisfactory completion of
43 course/workshop/training, etc. In the case of college courses a grade card or
44 transcript showing a grade of A, B, C or Pass shall be required. Tuition (distinct
45 from other forms of professional development) and all directly related costs may
46 be prepaid by the District if requested by the employee upon evidence of

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

- 3
4 e. Request for reimbursement must be forwarded during the school year in which
5 the professional development was completed. Twenty-one (21) days' notice is
6 required prior to the date the prepayment is needed. For prepayment to be
7 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 be designated specifically for professional development and
15 \$15,000 for tuition reimbursement on an annual basis.
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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.

1 **ARTICLE 18 – TRANSFERS AND VACANCIES**

2
3
4 18.1 The District reserves the right to transfer current classified employees to a vacant
5 position within their job title before advertising the position.
6

7 18.2 The District shall post open positions for a minimum of five (5) days for all
8 classifications on the electronic application system (TalentEd Recruit Hire). A
9 classified employee may apply for an open position within their classification using
10 the online transfer request form (located on the District website).
11

12 Transfer requests within job title will be considered prior to considering employees
13 from outside job title and/or out of district applications. Interviews will be conducted
14 once an adequate pool of applicants has been collected. All interviewed
15 candidates shall be notified and given the reason for denial prior to a general public
16 announcement.
17

18 18.3 When in the judgment of a principal and/or supervisor, two (2) final applicants for
19 a position qualify equally for the position, the applicant with the greater seniority in
20 the District shall be recommended for placement in the position.
21

22 18.4 An employee who voluntarily moves to a lower or higher job title shall be placed
23 on the proper salary range but will remain on their current step. Prior to voluntary
24 transfer, the employee shall be notified of the range and step classification to which
25 he/she will be assigned.
26

27 When there is a position open in the graveyard shift, volunteers will be requested.
28 Those volunteers will receive first consideration for the position; however, the final
29 judgment of the principal/supervisor will prevail in making the assignment.
30

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.

ARTICLE 20 – JOB CLASSIFICATION

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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 case
7 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 year
10 to ensure 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 the
30 vote will be made known to the employee within a reasonable amount of time.
31
32 20.7 Paraeducator Certification: Paraeducators who are “certified” in particular
33 programs or courses of study may make application to the Reclassification
34 Committee for consideration of Paraeducator IIIA status. Each request will be
35 considered on a case-by-case basis. Employees must be prepared to produce
36 evidence of such certification.
37

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

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4 22.1 The salary schedules for 2019-20 and 2020-21 are found in Appendix A and B.
5

6 Effective July 1, 2019, the 2019-20 salary schedule will be increased by two point
7 five (2.5%). Employees who are eligible for step increase shall be advanced one
8 step on the 2019-2020 schedule effective July 1, 2019. Effective July 1, 2020 the
9 2020-21 salary schedule will be increased by two point five percent (2.5%).
10

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

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

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

29 New hires having prior experience may be placed up to step 6 at time of hire based
30 on experience in like job position(s) with verifiable experience. Experience must
31 be verified in writing and provided to the Department of Human Resources.
32 Employees will advance one (1) step each year as long as they meet the above
33 criteria.
34

35 Employees who reach Step 9 of the salary schedule will be eligible for a Career
36 Employee Recognition payment after they have completed twelve (12) years of
37 continuous employment. This payment will be calculated on the same criteria as
38 listed above. This payment will be one and one-half percent (1.5%) of the
39 employee's prior year salary and shall be paid in December of each year. The
40 employee's base pay will be the employee's base salary. It will not include any
41 additional pay such as overtime, extra hours, call time, extra duty contracts or
42 Career Employee Recognition payments, etc.
43

44 22.3 Employees may be temporarily reassigned (to fill a position of an employee who is
45 absent but has not resigned) by the District to a higher classification. Such
46 reassigned employee will receive the hourly pay for the higher range at his/her

1 current step after he/she has worked five (5) consecutive workdays in the higher
2 classification until he/she returns to his/her regular classification duties. In addition,
3 any employee who is temporarily assigned to a lower classification will receive
4 his/her previous classification rate of pay.
5

6 22.4 The District agrees that if an employee is temporarily assigned to a position for
7 which the substitute pay is higher than the employee's current pay, the employee
8 will receive the substitute pay for the temporarily assigned position until such time
9 as the five (5) consecutive day requirement in paragraph 22.3 has been met.
10

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

20 22.6 Effective July 1, 1998, the District shall pick-up the employee contribution to PERS
21 retirement. All employees in the bargaining unit who are employed by the District
22 during the work year but do not have the membership in the Public Employees
23 Retirement System (PERS) during the work year, shall receive a payment equal
24 to six percent (6%) of their hourly wage for all time worked during the work year in
25 which they were not PERS members. Such payment shall be made at the end of
26 the employee's work year or at the time the employee leaves the employ of the
27 District during the work year.

28 Should the PERS pick-up be declared illegal or discontinued by voter action,
29 administrative rule or legislation, then the classified salary schedule shall be
30 increased by six percent (6%) on the same date the PERS pick-up is discontinued.
31

32 22.7 TWELVE EQUAL PAYCHECKS:
33

34 A. **EMPLOYEES WORKING A 12 MONTH SCHEDULE** (July 1-June 30) will
35 have their pay calculated based on the number of work days multiplied by
36 the appropriate hourly rate of pay (based on their classified pay schedule)
37 multiplied by the number of hours they are scheduled to work each day.
38 Paid holidays, if eligible, will be counted as workdays for calculation
39 purposes. The total amount of this calculation will be divided into twelve
40 (12) equal checks. Twelve-month employees hired after July 1 of any
41 given fiscal year will still receive equal checks based on the same
42 calculation but done on a pro-rated fiscal year basis. The fiscal year is
43 defined as July 1 through June 30. Checks for twelve-month employees
44 will begin in July with the last check for the year being paid in June.
45

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

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

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

29
30 22.10 If there is an error on an employee's paycheck that results in an identified
31 underpayment, the payroll department will immediately work with the employee to
32 correct the situation. An error that results in an overpayment to an employee's
33 paycheck will similarly be addressed and rectified following Oregon State Statutes
34 and a negotiated agreement between the employee and the Department of Human
35 Resources. An employee may request union representation at any meetings
36 involving the correction of an underpayment or overpayment to an employee's
37 paycheck.

38

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.

23.3 The Association and the District recognize that safe work areas, safe equipment, safe habits and practices, and safe operations are a mutual benefit to employee and employer alike and are a mutual obligation. Unsafe or unhealthful practices should be called to the District’s attention and once identified, will be investigated and resolved as soon as possible. Any employee who believes that an assigned duty is unsafe shall report this information to his/her supervisor and may request a meeting to discuss concerns. If desired, the employee may have union representation present at this meeting.

ARTICLE 24 – EARLY RETIREMENT

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

1 **ARTICLE 25 – DURATION OF AGREEMENT**

2
3
4 25.1 This Agreement shall become effective July 1, 2019 and continue through June
5 30, 2021.

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

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

16
17 
18 _____
19



20
21 7/29/19
22 _____
23 Date Signed
24

7/30/2019

APPENDIX A: 2019-20 SALARY SCHEDULE

Effective 7/1/2019

CLASSIFIED SALARY SCHEDULE WEST LINN-WILSONVILLE SCHOOL DISTRICT

RANGE	Step 1	Step 2	Step 3	Step 4	Step 5
4 Nutrition Service I	\$13.07	\$13.46	\$13.86	\$14.28	\$14.71
7 Nutrition Service III	\$14.28	\$14.71	\$15.15	\$15.60	\$16.07
8 Paraeducator III	\$14.92	\$15.37	\$15.83	\$16.31	\$16.80
Custodian I					
9 Paraeducator IIIA	\$15.58	\$16.05	\$16.53	\$17.02	\$17.54
Cook Manager					
10 Custodian II	\$16.25	\$16.73	\$17.24	\$17.75	\$18.29
11 Secretary III	\$16.94	\$17.45	\$17.98	\$18.51	\$19.07
Bookkeeper					
Custodian Lead (HS only)					
Nutrition Services Specialist					
12 Secretary IV	\$17.70	\$18.23	\$18.78	\$19.34	\$19.92
Engineer I					
Maintenance II					
Warehouse I					
13 Secretary V	\$18.47	\$19.02	\$19.60	\$20.18	\$20.79
Accounts Payable Clerk					
14 Payroll Clerk	\$19.29	\$19.87	\$20.47	\$21.08	\$21.71
15 Engineer II	\$20.17	\$20.78	\$21.40	\$22.04	\$22.70
CREST Internship Coordinator					
CREST School Garden Coordinator					
ISEF Program Coordinator					
16 Transition Specialist	\$21.07	\$21.71	\$22.36	\$23.03	\$23.72
Engineer III					
IT Specialist					
17 Maintenance III	\$22.00	\$22.66	\$23.34	\$24.04	\$24.76
18 Maintenance IV	\$23.01	\$23.70	\$24.41	\$25.15	\$25.90
19 Journeyman Craft Specialist	\$28.56	\$29.41	\$30.30	\$31.20	\$32.14
20 Performing Arts Technician	\$19.54	\$20.12	\$20.73	\$21.35	\$21.99
Licensed Journeyman Electrician					
Licensed Journeyman HVAC					
21 Licensed Journeyman Plumber	\$38.88	\$40.04	\$41.25	\$42.48	\$43.76

APPENDIX A: 2019-20 SALARY SCHEDULE

Effective 7/1/2019

CLASSIFIED SALARY SCHEDULE WEST LINN-WILSONVILLE SCHOOL DISTRICT

RANGE	Step 6	Step 7	Step 8	Step 9
4 Nutrition Service I	\$15.15	\$15.60	\$16.07	\$16.56
7 Nutrition Service III	\$16.55	\$17.05	\$17.56	\$18.09
8 Paraeducator III	\$17.30	\$17.82	\$18.35	\$18.91
Custodian I				
9 Paraeducator IIIA	\$18.06	\$18.60	\$19.16	\$19.74
Cook Manager				
10 Custodian II	\$18.83	\$19.40	\$19.98	\$20.58
11 Secretary III	\$19.64	\$20.23	\$20.84	\$21.46
Bookkeeper				
Custodian Lead (HS only)				
Nutrition Services Specialist				
12 Secretary IV	\$20.52	\$21.14	\$21.77	\$22.42
Engineer I				
Maintenance II				
Warehouse I				
13 Secretary V	\$21.41	\$22.05	\$22.72	\$23.40
Accounts Payable Clerk				
14 Payroll Clerk	\$22.36	\$23.03	\$23.72	\$24.44
15 Engineer II	\$23.38	\$24.09	\$24.81	\$25.55
CREST Internship Coordinator				
CREST School Garden Coordinator				
ISEF Program Coordinator				
16 Transition Specialist	\$24.43	\$25.16	\$25.92	\$26.70
Engineer III				
IT Specialist				
17 Maintenance III	\$25.50	\$26.26	\$27.05	\$27.86
18 Maintenance IV	\$26.68	\$27.48	\$28.30	\$29.15
19 Journeyman Craft Specialist	\$33.10	\$34.10	\$35.12	\$36.17
20 Performing Arts Technician	\$22.65	\$23.33	\$24.03	\$24.75
Licensed Journeyman Electrician				
Licensed Journeyman HVAC				
21 Licensed Journeyman Plumber	\$45.07	\$46.42	\$47.82	\$49.25

APPENDIX B: 2020-21 SALARY SCHEDULE

Effective 7/1/2020

CLASSIFIED SALARY SCHEDULE WEST LINN-WILSONVILLE SCHOOL DISTRICT

RANGE	Step 1	Step 2	Step 3	Step 4	Step 5
4 Nutrition Service I	\$13.40	\$13.80	\$14.21	\$14.64	\$15.08
7 Nutrition Service III	\$14.64	\$15.08	\$15.53	\$15.99	\$16.47
8 Paraeducator III	\$15.29	\$15.75	\$16.22	\$16.71	\$17.21
Custodian I					
9 Paraeducator IIIA	\$15.97	\$16.45	\$16.94	\$17.45	\$17.97
Cook Manager					
10 Custodian II	\$16.66	\$17.16	\$17.67	\$18.20	\$18.75
11 Secretary III	\$17.36	\$17.88	\$18.42	\$18.97	\$19.54
Bookkeeper					
Custodian Lead (HS only)					
Nutrition Services Specialist					
12 Secretary IV	\$18.14	\$18.69	\$19.25	\$19.82	\$20.42
Engineer I					
Maintenance II					
Warehouse I					
13 Secretary V	\$18.93	\$19.50	\$20.08	\$20.69	\$21.31
Accounts Payable Clerk					
14 Payroll Clerk	\$19.77	\$20.37	\$20.98	\$21.61	\$22.25
15 Engineer II	\$20.67	\$21.29	\$21.93	\$22.59	\$23.27
CREST Internship Coordinator					
CREST School Garden Coordinator					
ISEF Program Coordinator					
16 Transition Specialist	\$21.60	\$22.24	\$22.91	\$23.60	\$24.31
Engineer III					
IT Specialist					
17 Maintenance III	\$22.55	\$23.23	\$23.92	\$24.64	\$25.38
18 Maintenance IV	\$23.59	\$24.29	\$25.02	\$25.77	\$26.55
19 Journeyman Craft Specialist	\$29.27	\$30.15	\$31.06	\$31.99	\$32.95
20 Performing Arts Technician	\$20.03	\$20.63	\$21.25	\$21.89	\$22.54
Licensed Journeyman Electrician					
Licensed Journeyman HVAC					
21 Licensed Journeyman Plumber	\$39.85	\$41.05	\$42.28	\$43.55	\$44.85

APPENDIX B: 2020-21 SALARY SCHEDULE

Effective 7/1/2020

CLASSIFIED SALARY SCHEDULE WEST LINN-WILSONVILLE SCHOOL DISTRICT

RANGE		Step 6	Step 7	Step 8	Step 9
4	Nutrition Service I	\$15.53	\$16.00	\$16.48	\$16.97
7	Nutrition Service III	\$16.97	\$17.48	\$18.00	\$18.54
8	Paraeducator III	\$17.73	\$18.26	\$18.81	\$19.37
	Custodian I				
9	Paraeducator IIIA	\$18.51	\$19.07	\$19.64	\$20.23
	Cook Manager				
10	Custodian II	\$19.31	\$19.89	\$20.49	\$21.10
11	Secretary III	\$20.13	\$20.73	\$21.35	\$22.00
	Bookkeeper				
	Custodian Lead (HS only)				
	Nutrition Services Specialist				
12	Secretary IV	\$21.03	\$21.66	\$22.31	\$22.98
	Engineer I				
	Maintenance II				
	Warehouse I				
13	Secretary V	\$21.95	\$22.61	\$23.28	\$23.98
	Accounts Payable Clerk				
14	Payroll Clerk	\$22.92	\$23.61	\$24.32	\$25.05
15	Engineer II	\$23.97	\$24.69	\$25.43	\$26.19
	CREST Internship Coordinator				
	CREST School Garden Coordinator				
	ISEF Program Coordinator				
16	Transition Specialist	\$25.04	\$25.79	\$26.56	\$27.36
	Engineer III				
	IT Specialist				
17	Maintenance III	\$26.14	\$26.93	\$27.73	\$28.57
18	Maintenance IV	\$27.34	\$28.16	\$29.01	\$29.88
19	Journeyman Craft Specialist	\$33.94	\$34.95	\$36.00	\$37.08
20	Performing Arts Technician	\$23.22	\$23.92	\$24.63	\$25.37
	Licensed Journeyman Electrician				
	Licensed Journeyman HVAC				
21	Licensed Journeyman Plumber	\$46.20	\$47.59	\$49.01	\$50.48

APPENDIX C

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 no later than September 15.**

Additional criteria:

- 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.
- 9) All members shall review Article 11.7 regarding stipulations for use of the Sick Leave Bank.

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.