

# **CONTRACT AGREEMENT**

**July 1, 2016 - June 30, 2021**

Between

**LOWELL SCHOOL DISTRICT NO. 71**



And

**OREGON SCHOOL EMPLOYEES  
ASSOCIATION CHAPTER #118**



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CONTRACT AGREEMENT  
between  
LOWELL SCHOOL DISTRICT NO. 71  
and  
OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER 118

This is made and entered into this July 1, 2019 by the Board of Education on behalf of Lowell School District No. 71, herein referred to as the "Board" or "District", and the Oregon School Employees Association, Chapter #118, herein referred to as the "Association".

This Agreement incorporates the sole and complete agreement reached between the Association and the District through negotiations held pursuant to the applicable provisions of the Oregon Revised Statutes. The parties hereto agree to be bound by the provisions set forth herein for its duration.

## **ARTICLE 1 – RECOGNITION**

The District recognizes the Association as the sole and exclusive representatives with respect to wages, hours and conditions of employment for all employees in the bargaining unit.

The parties hereby agree that the bargaining unit shall consist of all regular half-time or more classified employees. Supervisory and confidential employees, substitutes, temporary employees, District students and those employees of the District in teacher and substitute teaching bargaining units are specifically excluded.

For purposes of this Agreement, substitutes are defined as those irregular employees called in to replace regular employees on excused absences (i.e., sick leave, vacation, etc.). Temporary employees are defined as those irregular employees hired for a specified period of time, not to exceed the equivalent of ninety (90) workdays.

The purpose of this Article is to identify members of the bargaining unit for purposes of negotiations with the Board. The Board reserves the right to create, combine or eliminate any positions as, in its judgment, are deemed necessary.

## **ARTICLE 2 – DEFINITIONS**

**Bargaining Unit Employee:** All regular half-time (four hours per day) or more classified employees covered by this agreement.

**Substitutes:** Employees called in to replace employees on excused absences (i.e. sick leave, vacation, etc.).

**Temporary Employees:** Employees hired for a specified period of time, not to exceed the equivalent of ninety (90) workdays.

**Probationary Employee:** During the first six (6) months of employment, an employee shall be considered a probationary employee.

**Association:** Oregon School Employees Association Chapter #118, its officers and agents.

**District:** The District Board of Directors.

**CBA:** The Collective Bargaining Agreement between the Association and the District. LSD:

Lowell School District.

**Regular Route Bus Drivers:** Bus Drivers who are assigned regular LSD route(s) and extra trips.

**SPED Bus Drivers:** Drivers who are assigned Special Education routes and are scheduled based on other School District's student contact days.

**Extra trips:** Field and sports trips or trips other than regularly scheduled LSD or special education bus routes.

**OSEA – Oregon School Employees Association**

### **ARTICLE 3 - MANAGEMENT RIGHTS**

A. It is recognized that the Board has and will continue to retain, the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and educational activities of its employees.

B. Without limiting the generality of the foregoing paragraph (A), it is expressly recognized that the Board's operational and managerial rights include:

1. The right to determine location of the schools and other facilities of the school system including the right to establish new facilities and to relocate or close facilities:
2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations:
3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the decisions of employees for promotion to supervisory, management or administrative positions:
4. The maintenance of discipline and control and use of the school system, property and facilities:
5. The determination of safety, health and property protection measures where legal responsibility of the Board or another governmental unit is involved:
6. The right to enforce the policies, rules, and regulations now in effect and to establish new policies, rules and regulations from time to time not in conflict with this agreement:
7. The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge, discipline or transfer employees:
8. The creation, combination, modification or elimination of any position:
9. The determination of the size of the work force, the allocation and assignment of work to employees, the establishment of quality standards and judgment of employee performance.

C. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth: the Board retains all functions and rights to act not specifically nullified by this agreement.

D. If the Board determines that it intends to contract out any major category of services (i.e. transportation, custodial, food services) currently performed exclusively by bargaining unit members, the District will notify the Association in writing. If the Association demands to

bargain within 14 days of the notice, the District will enter into bargaining over the decision and impact of contracting out, pursuant to ORS.243.698.

#### **ARTICLE 4- ASSOCIATION RIGHTS**

The Association will follow the district's facilities policy and its procedures. Upon completing the proper forms, the Association shall be granted use of district school rooms and other meeting rooms to transact Association business.

The District shall provide the Association with bulletin board space for use of the Association in communicating with employees. Such bulletin boards shall be available in each school and the bus garage to be used solely for official Association communications.

The Association's use of the district's email system shall be limited to brief announcements of upcoming meetings.



## **ARTICLE 5 - FAIR SHARE**

The parties agree to a fair share agreement.

All classified employees defined in Article 1 of this Agreement as bargaining unit members shall be required to have deducted from their paychecks the regular Monthly Association dues as fair share payment as set forth by the Association.

Bargaining unit members who object to paying dues because of a bona fide religious belief or because of the teachings of a church or religious body of which the person is a member shall not be required to pay dues or fair share payments to the Association. Such person(s) shall provide written certification to the District and Association as to membership status in such church or religious body and authorize payroll deductions in lieu of dues to be made to a charitable organization mutually agreed upon by the employee and the Association in an amount equal to monthly Association dues.

The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the "fair share" provision of this contract.

## **ARTICLE 6 - PAID HOLIDAYS**

Holiday pay at the employee's regular rate of pay shall be allowed for regular employees who are actively employed at the time of the holiday. To be eligible for holiday pay, an employee must have worked the last scheduled work day before and the first scheduled work day after the holiday or have been on authorized leave with pay or on authorized leave without pay for no more than five (5) working days.

The following are designated holidays for twelve month employees:

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

The following are designated holidays for nine month employees: Memorial Day Labor Day Thanksgiving Day  
Day after Thanksgiving  
Veteran's Day  
Christmas Day  
New Year's Day  
Martin Luther King's Birthday  
President's Day

## **ARTICLE 7 - VACATION**

Each full-time, twelve month employee will be entitled to (ten) 10 workdays of vacation upon completion of one full year of employment. Upon completion of five (5) years of continuous service to the District, a full-time, 12- month employee shall be eligible for twelve (12) days of vacation. Upon completion of seven (7) years of continuous service to the District, a full time-twelve month employee shall be eligible for fifteen (15) days of vacation. Upon completion of fifteen (15) years of employment, employees shall earn an additional day of paid vacation for each year worked up to a maximum of twenty (20) days. Vacations will be at full pay and for other than maintenance and ground personnel will be taken during the school summer vacation period at a time to be established by the employee's supervisor. However, a maximum of one week vacation may be taken during the Christmas or Spring Break with prior approval of the District. For maintenance and grounds personnel a maximum of two weeks of vacation may be taken during the school summer vacation with prior approval of administration on or before June 1st of the school year.

Employees shall have the right, with no less than two weeks prior written notification to the employee's supervisor, to request up to two weeks of accumulated paid vacation time for dates of the employee's own choosing. During the first week of the two week notification timeframe, management may raise legitimate workplace conflicts. If such a workplace conflict exists, the request may be denied. The employee shall be notified of such denial within 7 calendar days of the date of the written request.

Less than twelve month employees, who are permanently assigned to a twelve month position, shall be entitled to vacation accrual credit based on months of employment times years of employment divided by twelve, rounded to the nearest year. An employee cannot carry over more than five (5) days of vacation into the following year.

## **ARTICLE 8 - Leaves**

All employees shall accrue sick leave as an insurance against the impact of personal illness or injury. Each regular employee shall receive a minimum of ten (10) days sick leave per year or one (1) day per month employed, whichever is greater. Accrual of unused sick leave shall be unlimited. Granting of this allowance is contingent upon the employee being in the employ of the District in the year in which the allowance is granted. Employees who are assigned less than a full-time schedule will accrue sick leave prorated according to their regularly assigned schedule, or actual hours worked in a month, prorated.

Sick leave shall be granted only for absence due to personal illness or injury of the employee, or as otherwise provided by law and this agreement.

Prior to accessing either, FMLA or OFLA , the District shall allow use of up to five (5) days of accumulated sick leave per occasion not to exceed a maximum of ten (10) days in any one school year for an illness in the employees immediate family, which for the purposes of this section, shall be defined as a spouse, child, parent, parent-in-law and any other individual who resides in the employees immediate household or for whom the employee has custodial responsibility.

When requested by the Superintendent of Schools, any employee claiming five (5) or more consecutive work days of sick leave shall furnish a physician's or medical practitioner's certification that the illness or injury prevents the employee from working. The Superintendent may also require certification for any absence if there has been a pattern of usage or misuse of sick leave.

Upon retirement of employment from the District, eligible employees, those hired prior to September 1, 2004, may be paid in cash the equivalent of one half (1/2) of its value at the employees current rate of pay for all unused sick leave hours, up to 600 total hours of sick leave, at their current rate of pay. For example, 600 hours X 17.00 = \$10,200 x .50 = \$5,100.

### **Bereavement Leave**

Members of the bargaining unit shall be granted upon approval of the District up to Three (3) days bereavement leave with pay upon written request for the purpose of arranging for and/or attending the funeral of an immediate member of their family. District approval may be based on a verbal request where the District determines an emergency so requires. Up to two (2) additional days of leave with pay may be granted upon approval of the District. The immediate family shall include the employee's parents, parents-in-law, children, brother, sister, brother and sister-in-law, grandparent, grandchild, spouse, or any member of the employee's household. Oregon State Law provides the opportunity for an employee to take two weeks of sick leave for the specific purpose of the extension of bereavement leave.

### **Personal Leave**

Employees shall be granted two (2) days per year of personal leave. Request for personal leave must be made at least two (2) days in advance of the leave, and shall be made to the employee's immediate supervisor. No reason need be given by the employee for use of personal leave. However, the District has the discretion to deny personal leave if the District cannot find a qualified substitute. Use of personal leave by employees shall not exceed two employees per classification at any one time. Unused personal leave shall automatically be cashed out on the June check.

### **Jury Duty**

Service on a jury which required an employee to be absent from normal duty shall be with full pay, provided that the employee return jury duty pay to the District. Money paid to the employee for mileage and/or similar or related expenses shall be retained by the employee. The employee will return to work if he or she is not called to serve on the jury for the day.

### **Workers' Compensation**

Employees who sustain an injury or illness compensable by Workers' Compensation insurance, and who are unable to perform their regular duties, will be paid the difference, upon employee request, between their regular net salary and compensated benefits for lost time for a period of up to their earned sick leave. However, the deduction of such leave shall not exceed an amount determined by taking the employee's regular net pay for the period, less benefits received under Workers' Compensation divided by the individual's daily rate.

### **Snow Days**

The first 2 snow days will be paid by the district at the permanent employee's current rate of pay. After the calendar modifications are finalized and both the district and union agree with a signed MOU, for any unanticipated school closure, the permanent employee may use up to five (5) days of accumulated sick, vacation or personal leave, at their regular rate of pay, per fiscal year, to make up for any lost contract hours. The employees will be required to attend any extra days scheduled.

## **ARTICLE 9 - LEAVE WITHOUT PAY**

When an employee has exhausted all paid leave or is near that point and needs to be away from the District the employee can request to be put on Leave Without Pay status up to one year. Where legally obligated the District will grant the request. In all other situations the District will consider the application and grant the leave in accordance with District policy. Any denial shall come with a written explanation of why granting the leave is not possible. Any denial at the Superintendent level may be appealed to the Board.

## **ARTICLE 10 - FAMILY MEDICAL LEAVE**

When an employee falls under the provisions of the Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA), use of paid leave shall be pursuant to District Policy.

## **ARTICLE 11 - DEATH BENEFIT**

Upon the death of an employee hired prior to September 1, 2004, while employed by the District who is a member of the bargaining unit, the employee's family or estate will be paid a lump sum equivalent to the deceased's accumulated unused sick leave earned. The payment will be based on the deceased's rate on the current established salary schedule at the time of death.

For employees hired after September 1, 2004, the District agrees to contribute \$3.05 per month to an OEGB Life Insurance Policy.



## **ARTICLE 12 - MEAL REIMBURSEMENT**

When an employee is required and assigned by the District to travel on District business, the District agrees to pay actual expenses for meals other than alcohol when authorized by the District and itemized receipts are turned in for payment. Meal prices will be reviewed and adopted by the board annually. If there is a case in which an employee is required to purchase a meal that costs more than the amount designated by the board, due to events beyond their control (i.e. location, or a team dinner authorized by an immediate supervisor or coach) they will be reimbursed at the face value of the meal. The employee will be required to provide receipts and must request reimbursement within the fiscal year in which the authorized expense occurred.

## **ARTICLE 13 - ATHLETIC PASSES**

Family athletic passes shall be issued to classified staff free of charge to District home athletic events.

## **ARTICLE 14 – INSURANCE**

For full-time employees working 32.5 hours or more per week the District's contribution shall be up to \$1,108 per month (\$13,296 annually). All premium costs above the District's contribution shall be paid by the individual employee through payroll deduction. For those employees who choose an OEGB Health Saving Account Plan, the District shall provide a monthly maximum contribution of up to \$849.67 toward the health insurance premium and an additional monthly contribution to the District's determined employee's HSA in the amount of \$258.33 each month.

If available, at least one high deductible plan that qualifies the employee for HSA participation shall be offered to members.

The District and the Association may discuss adjustments in the level of benefit upon request of either party. The Association and District enter into this Agreement with the understanding that the District has a continuing practice of providing all employees with insurance benefit contributions that have been equal across all employee groups. Therefore, the parties agree that the Association shall have the right to bargain under ORS 243.698 Article 15, Compensation, and Article 14, Insurance, given the District decision to increase the insurance benefit contribution for any other employee groups of the Lowell School District above the rate identified in Article 14, Insurance, of this Agreement.

### **OPT-OUT OPTION:**

Opting out of health insurance is an option if an employee shows proof of other medical coverage at time of opt out and annually thereafter upon request. Eligible employees will receive an opt-out stipend of \$300 per month through payroll. Opt-Out payments end the month the employee terminates.

## ARTICLE 15 - COMPENSATION

### SALARY SCHEDULE

The salary schedule shall be restructured into 10 steps beginning the 2017-2018 school year and attached to this Agreement as Appendix A. Beginning the 2018-2019 school year and included in this agreement in Appendix A, the removal of Step 1 for Range 1 and 2. New Hires will begin at Step 2 for Range 1 and 2.

- A. Initial placement on the salary schedule is based on the number of years of verified prior experience in the field and /or comparable responsibilities in which the employee is hired.
- B. Eligible employees not at the maximum step of the salary schedule shall advance one step at the start of each fiscal year.
- C. An employee hired into a new classification will be placed on the salary schedule based on years of service to the district as a permanent employee, or years of verified prior experience in the field and/or comparable responsibilities for which the employee is hired, whichever is greater.
- D. Longevity bonus will become effective on the 11<sup>th</sup> year of continuous employment with the District. 11-15 years of continuous employment with the district receives \$500.00 annual bonus, 16-20 years of continuous employment with the district receives \$700.00 annual bonus, 21+ years of continuous employment with the district receives \$900.00 annual bonus.
- E. PERS Pickup. The District shall "pick up" and assume and pay a six percent (6%) employee-contribution to the Public Employees Retirement Fund as required by ORS 237.071 for the employee members participating in the Public Employees Retirement System. The District will also "pick up" the mandated 4.79% PERS increase beginning July 1, 2019. Such "pick up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement. The full amount of required employee contributions "picked up" or paid by the District on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003 (8) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 237.003 (12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such "pick up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071 (2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.
- F. The Association and all employees in the bargaining unit agree to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the section. In the event a claim or suit is successful in overturning this section, the employees agree to return to the District an amount equal to the PERS "pick up" contributed on behalf of employees by the District.
- G. Employees who are required by the District to attend in-service will be compensated at their regular rate of pay.
- H. Payroll Installments
  - a. Employees shall have the option of choosing either a 10 month or 12 month pay schedule. Unless the employee requests in writing to be paid on a 10 month basis, prior to September 1st, the employee shall be paid on the 12 month pay schedule.
  - b. Employees who are terminating at or near the end of the school year, whether laid off, dismissed, retiring or resigning, shall be paid according to this same 12-month payment schedule unless specific arrangements to the contrary are approved by the Superintendent.

## Working Out of Range

Any Classified employee that is asked to work outside of their regularly assigned essential duties will be compensated at their current rate of pay or the rate of pay in the other classification if it is higher for all hours worked, rounded up to the nearest quarter hour.

When a staff member is physically injured by a student, while performing a job within Special Education, it may be considered a significant change in working conditions. In this situation the Association and the District will meet as soon as possible to discuss the creation of a Memorandum of Understanding that addresses the situation.

## **ARTICLE 16 - PAYROLL DEDUCTIONS**

Upon receipt of written authorization from any employee, provided a minimum of five (5) employees request such deductions to a specific company or organization, the District may provide any or all of the payroll deductions as follows:

- Group insurance
- Tax sheltered annuities
- Regular monthly OSEA local dues
- Credit union
- "EE" bonds
- All contractually agreed upon deductions

The District agrees to review and discuss Companies that are used for Group Insurances etc. listed above with the Association in the proposed Labor/Management Committee, upon implementation of that committee.

For those employees who have selected a plan prior to January 1, 1986, the minimum of five (5) participants shall not apply.

The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the District's compliance with this Article. However, the District agrees to correct any District errors within thirty (30) days of verification of such error.

## **ARTICLE 17 - REGULAR ROUTE BUS DRIVER PAY**

### **Regular Hours**

Each bus driver shall have designated start/end times for his/her scheduled workday, which may include a split-shift day. Included within the workday are times set aside for bus safety check out, bus washing/cleaning, clerical duties, and other related transportation responsibilities. The District shall assign the routes and other duties. A fulltime bus driver shall work as much as possible between 32.5 hours and 40 hours per week

### **Trip Eligibility**

Trips are open first to qualified classified employees unless the trip would put the employee over (40) forty hours in one week. The District may assign a trip to a driver and the driver shall be required to perform the assigned trip.

When trips are scheduled throughout the year, the Director/Supervisor shall notify all drivers. Due to the changes within the hours and assignments for bus drivers (e.g. bus driver/ custodian, bus driver/grounds keeper, bus driver/food service worker, bus driver/educational assistant, bus monitor/educational assistant), the Supervisor will determine trip assignments, and when possible, shall be based on, but not limited to, seniority and compatibility of contract time.

The rate of pay for Regular Route Drivers shall be computed using the classified employee pay scale and using all step pay increases based on years of employment.

## **ARTICLE 18 - TRANSPORTATION SERVICES**

The District provides transportation services on a year-round basis and the District requires the flexibility to schedule bus drivers as needed. Those drivers hired prior to July 2014, will be given the opportunity to drive trips to accrue 1144 hours. Bus drivers fall into a unique category regarding trips/hours/ duties and calendar worked per year. Bus drivers must work a minimum of 1144 hours per year to receive health insurance benefits.

As student needs fluctuate, work hours, work days and work duties may vary, on an annual basis. To enable bus drivers to attain their minimum number of work hours, the District is free to assign bus drivers to perform transportation duties and offer non-transportation assignments, throughout the year, with an hourly pay consistent with the offered duty (e.g. doing custodial work and being paid at the custodian range) on annual basis.



## ARTICLE 19 - BUS ROUTES AND EXTRA TRIPS

Field and sports trips are defined as extra trips or trips other than regularly scheduled LSD, or special education bus routes.

To meet the needs of the District, bus routes and extra trips will be assigned by the District, with a preference to seniority. Request for certain routes and trips will be honored, as long as it is in the best interest of the District. If an extra trip is canceled in such short notice, within 8 hours of the scheduled trip, that causes a driver to miss one or more regular routes in that workday, the driver will be compensated for the time that ordinarily would have been worked on the regular route(s).

Regular routed and extra trip hours will begin to accrue from the time the driver leaves the LSD Bus Barn to the time the driver returns to the LSD Bus Barn. Overnight trip responsibilities, beyond the actual driving, shall be directed by the administration and may include the monitoring their bus or assisting in the supervision of the students. Overnight layover time shall be paid as regular time, except eight (8) hours of pay shall be deducted from the layover time for sleeping and eating.

The District may assign the driver to the Senior Graduation Trip. Overnight layover time for the Senior Graduation Trip shall be paid as regular time, except fourteen (14) hours of pay shall be deducted from the layover time for sleeping, resting and eating.

Drivers are to be compensated for a minimum of one (1) hour at the employees' regular rate of pay each time they report for a route(s) or extra trips. Drivers' who receive a stipend for coaching and are assigned to drive for a trip, shall not be paid for the hours in which they are performing the responsibilities associated with the stipend they are being paid.

For the purpose of driver's compensation, other than driving or layover time, duties performed accrue as follows:

- Each route, field or sport trip will accrue a combined minimum of fifteen (15) minutes compensation for pre- and post-trips. When assigned the following duties, Drivers accrue a minimum of fifteen (15) minutes compensation for fueling a bus. Drivers accrue a minimum of fifteen (15) minutes of compensation for cleaning a bus. Drivers accrue a minimum of fifteen (15) minutes per week for meeting time. Meeting time may include scheduling and staff meeting time.

## **ARTICLE 20 - PHYSICAL EXAMINATIONS**

Bus drivers will be reimbursed for physical/EKG examinations required by the District and/or state law for physical exams completed at the District designated medical facility. Drivers may choose to complete the required physical at a medical facility of their own choosing, and shall be reimbursed to a maximum of \$100.00. The District will also reimburse for the cost of an EKG required by law. The District may, at their option, select the physician for such required physicals and/or EKG.

## **ARTICLE 21 - HIGHLY QUALIFIED SUBSTITUTES**

It shall be the District's intent that Instructional Assistant Substitutes be highly qualified and trained. Bargaining Unit Instructional Assistants may be allowed to comment in writing regarding the performance of Substitutes by reporting problems or praise to their Administrator.

## **ARTICLE 22 - SAFETY AND HEALTH**

The Association will be granted the opportunity to appoint a classified employee to the District Safety Committee on an annual basis.

Any Employee who believes that an assigned duty is unsafe shall report this information to their supervisor. The Employee may be assigned other duties pending investigation. There will be no loss of pay or any other retaliation for asserting this right. The Employee asserts this right by contacting their Supervisor, the Superintendent or the Association.

## **ARTICLE 23 - LABOR AND MANAGEMENT COMMITTEE**

The parties agree to form a joint Labor and Management Committee. Both sides can pick up to 3 members on the committee. The first Committee meeting will be held twice a year in October and in April. A time and place agreed to by both parties. With mutual agreement, either party can invite non-voting guests to attend to facilitate the business of the committee.

District and employee issues that do not augment this agreement can be discussed by either party. The Chair will rotate between the Association and the board.

Minutes will be made available to all employees.

## **ARTICLE 24 - LAYOFF/RECALL**

In the event of the elimination of positions in the bargaining unit during the term of this Agreement, layoffs within each affected job classification shall be determined by the District on the basis of the employees' seniority within such job classifications. When job classification dates are the same, District seniority shall apply. The District reserves the right to vary from strict seniority when it determines operational needs for special occupational skills are required. Job performance shall be controlling when the District determines that two or more employees have equal seniority.

An employee subject to be laid off may bump into a lower classification in the District in which that employee has previously worked and remains qualified. The employee bumping into the lower classification would then be considered for layoff on the same basis as other employees in the lower classification under the criteria previously specified in this Article.

Employees laid off will be eligible for recall to the job classification from which they were laid off for a period of twelve (12) months from the date of the layoff. Failure to respond to notice of recall within five (5) days of notification shall be considered immediate voluntary termination.

Seniority shall be computed from the first date the employee was in a paid status with the District. Approved leaves of absence shall count for purposes of seniority compensation.

## **ARTICLE 25 - POSTING OF VACANCIES**

Except in an emergency or when it interferes with the proper provision of District service, the District shall post a notice, via email to staff, of vacant bargaining unit positions at least five (5) days prior to the closing date for accepting applications for the position(s). Such postings shall be at the regular reporting stations of bargaining unit employees, including the bus barn and notices shall be sent to the local Union President When two or more employees apply for the same position and the District in its sole judgment determines the employees are equally qualified; selection should be based on seniority within the District.

## **ARTICLE 26 - WORKDAY/WORK WEEK**

### **Full-Time Classified Employee:**

A full-time employee works an average of 32 ½ hours to 40 hours per week for at least 175 days per year, or works at least 1144 hour per year.

The following are the position(s) reflected on the Salary Schedule Appendix, which may or may not be full-time positions: Custodian and Grounds positions; Secretarial I, II, III; Clerk Typist; Mechanic; Instructional Assistant; After School Assistant; Cafeteria Assistant; Youth Transition Coordinator; Van Driver; Bus Driver; Bus/Van Monitor; After School Coordinator; After School Assistant; Alternative Education Assistant; Desktop Support Technician; Lead Custodial; Maintenance and Operations Technology Specialist; Cafeteria positions and Library Technicians. Employees reduced from full-time to less than full-time shall retain the rights provided by the reduction of force provisions within Article 24.

### **Length of Day**

The length of the work day shall be designated by the District for each classified assignment in accordance with the provisions set forth in the Agreement. Each employee no later than July 1 for full-year employees, or Aug. 30 for school-year employees shall be assigned a fixed, regular and ascertainable minimum number of hours per day, days per week, and months per year. Nevertheless, adjustments in the work year and length of the workday schedule may be made at the discretion of the Superintendent based upon operational needs and financial circumstances of the District.

Adjustments made to the start/end time of an employee's assigned workday schedule, shall take place at the discretion of the District, with a five day notice of the change provided to the employee and Association by the District.

### **Duty-Free Lunch:**

Employees who work more than five (5) consecutive hours a day on a regular basis shall be entitled to a minimum day 30-minute unpaid, duty-free lunch period. The District shall determine the appropriate time for scheduling the lunch period and break times.

### **Overtime/Compensatory Time:**

Overtime is time worked in excess of forty (40) hours in any calendar week. Overtime shall be compensated in time or cash at one and one-half (1 ½) times the regular rate of pay. Compensatory time, if granted, shall be granted within the fiscal year in which it was earned, or paid in cash at the option of the District.

Compensatory Time shall be paid/calculated, when exceeding 40 hours during the work week, at a rate of one and one-half (1 ½) time. All overtime must be pre-approved by the employee's department director, principal or superintendent.

The District retains the right to assign overtime to an employee during their regularly scheduled contract year. It is advisable to give employees as much advance notice of overtime requirements. Whenever possible, 48 hour notice shall be given, except in emergency situations which may include weekends.



The intent of compensatory time is allowing the employee time off in lieu of pay for irregular or occasional overtime work. No employee may accrue more than forty (40) hours of compensatory time in any year. All compensatory time shall be given prior approval from the Superintendent or his/her designee. Supervisors shall adhere to the forty (40) hour cap and will schedule the use of compensatory time off as soon as possible when such time off is most feasible and conducive to their department. Compensatory time may be used at other times of the year with prior approval from the employee's immediate supervisor. Should an employee accrue more than forty (40) hours the overage shall be paid out in the next pay cycle. All unused compensatory earned shall be paid out in June before the end of the fiscal year. Compensatory time cannot be carried over to the next fiscal year.

#### Break Periods:

Break periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee. Employees shall receive one (1) ten minute break for every four (4) hours worked during the day.

Employees who work six (6) to eight (8) hours per day shall be assigned two (2) ten (10) minute break periods.

The District agrees to review the operational practicality of adopting a four day work week, ten hour day work schedule during the Christmas, spring and/or summer recess periods. Employees may request in advance to work these hours. In the event the District determines such modified work schedule is operationally acceptable, and after conferring with affected employees, it will give consideration to adoption of such work schedule. Further, during such 4-10 schedule accrued leave would be taken on an hour for hour basis.

#### Call back:

When custodial employees are called back to work by the District outside their regularly scheduled day for such reasons as emergencies from vandalism, fire, theft, damage, and other causes, and such work is not annexed to the beginning or ending of their work shift, they shall be compensated for a minimum of one (1) hour of work at the employee's regular rate of pay.

Prior to September 1 of each school year, custodians wishing to work on Saturday or Sunday shall make their desire known in writing to the supervisor designated by the District to receive the request.

When a Saturday or Sunday assignment is contemplated, the District official shall offer the opportunity to work the day(s) to the first person listed on the rotation board for the building. If the person accepts or declines the offer, his/her name shall be moved to the bottom of the list. The offer of assignment or of the next assignment shall be made to the next person listed. This person's name shall then be moved to the bottom of the list and so on until all persons have had an opportunity for an assignment whereupon the rotation shall begin again. As an exception to this rotation, the District specifically reserves the right to vary from such rotation list where in its sole discretion it deems it necessary to assign a particular employee to work the Saturday or Sunday due to a District determined need for special skills or qualifications.

In the event that no one on the list accepts the assignment, the District may assign any person on the list to the assignment provided no employee shall be assigned consecutively to an involuntary Saturday or Sunday assignment unless it is done by the District under the exception listed in the paragraph above. An involuntary assignment shall not cause rotation of names on the rotation board.

Employees who indicated a desire not to work on Saturday or Sunday or who fail to indicate a preference will not be required to work on Saturday or Sunday except where such employee volunteers for such assignment

and the District agrees to such assignment; secondly, in the event the District determines in its sole judgment an emergency exists or a particular assignment requires special skills or qualification; or thirdly, where the District has insufficient personnel signed up on the rotation board to meet District staffing needs. Overtime for work on Saturday or Sunday will be paid only when it causes the employee's work hours to exceed forty (40) within a District designated work week or to exceed eight (8) hours or ten (10) hours in the employee's District designated work day. Except in cases of emergencies when possible, the District will make efforts to give employees at least five (5) regular school days prior notice of assignment.

## ARTICLE 27 - DISCIPLINE/DISCHARGE

Disciplinary action may be imposed upon any employee for failing to fulfill their responsibilities as an employee. Discipline shall be done progressively (example verbal, written warning, work plans, suspension, demotion and finally dismissal.) Reasons for disciplinary action also include, but are not limited to: misconduct, malfeasance, withholding of information with intent to deceive, willful violation of rules, willful giving of false information. Serious violations that put the district at risk may be grounds for immediate dismissal and may not warrant progressive discipline. The following are acts that could result in immediate termination if, after due process have been found to have occurred: physical fighting on district property, assault, criminal activity as defined by ORS 342.143, theft from the district, willful destruction of district property, being under the influence of drugs or alcohol while on district property or while fulfilling the duties of a district employee, and willful falsification of records.

During the first six (6) months of employment, an employee shall be considered a probationary employee and shall serve at the pleasure of the District and may be dismissed without recourse except as permitted by law.

An employee who has been disciplined will have an opportunity to include a statement in his/her personnel file.

No dismissal action will be taken against any employee without due process. Due process is defined for the purposes of this Article to be:

1. The employee will be notified in writing of the charges and given the information forming the basis for the dismissal as soon as possible after the investigation and decision
2. An investigation of what led to the discipline shall be conducted.
3. The employee will have the opportunity to respond to the charges with representation present.
4. The employee will have the opportunity to discuss the matter with the Superintendent or a representative designated by the Superintendent with representation present.
5. The employee will have the right to be represented.
6. Upon written request received by the District within fifteen (15) days of the date of the dismissal, the employee will be granted a hearing before the Board concerning the reasons for dismissal.

## **ARTICLE 28 - GRIEVANCE PROCEDURE**

For purposes of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement, or about an alleged violation of the Agreement. The grievance procedure is the exclusive remedy provided by this Agreement to resolve a grievance.

Grievances must be processed within ten (10) school district business days from the occurrence thereof. The grievance shall be reduced to writing and signed by the aggrieved employee and shall include the following information:

1. A statement of the grievance and the facts upon which it is based.
2. The remedial action requested.
3. The specific section of the Agreement which has allegedly been violated.

All meetings and hearings under this procedure shall be kept informal and private, and shall include only such Parties in Interest and/or designated representatives as referred to in this Article. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.

Professional Association Representatives will be granted attendance, if requested by the grievant.

The purpose of this procedure is to resolve grievances at the lowest possible level.

Time limits designated in the grievance procedure may be waived by mutual agreement of the parties. A "day" is a normal District working day unless otherwise indicated. Failure to submit the grievance in accordance with the specific time limits without such mutual waiver shall constitute an abandonment of the grievance. Failure to grieve an issue within the specified time period shall render the issue non-grievable.

### **Levels of Grievance**

#### **Step One**

The aggrieved employee shall first discuss the grievance with his principal or immediate supervisor with the objective of resolving the matter informally. If the matter is not resolved informally, the employee shall forward a copy of the formal grievance to the principal or supervisor within five (5) days. The principal or supervisor shall render a decision within ten (10) days after meeting with the aggrieved employee. If the grievance is not resolved, it shall, within five (5) days, proceed to Step Two.

## **Step Two**

The grievance, along with all pertinent information, shall be submitted in writing to the Superintendent within five (5) days of receipt of Step One decision. The Superintendent shall meet with the aggrieved employee and the supervisor at time mutually agreed upon. Within ten (10) days of such meeting, the Superintendent shall render his written decision.

If the grievance is not resolved at Step Two, the Association shall have five (5) days from the date of receipt of the Superintendent's reply to proceed to Step Three. The appeal shall take the form of a written request that the matter be taken to the arbitrator.

In an instance where the aggrieved employee's immediate supervisor is the Superintendent, Step Two shall not apply except as to the proper procedure for appeal to Step Three.

## **Step Three**

If the matter is submitted to arbitration, the following rules shall apply:

1. An Arbitrator shall be selected upon request by either party to the Employment Relations Board of the State of Oregon pursuant to OAR 115-085-0005 and 115-085-0010 including applicable amendments or replacement statutes.
2. The arbitrator shall interpret the Collective Bargaining Agreement and determine if it has been violated. The arbitrator shall be without power or authority to render any decision which violates the terms and conditions of the Collective Bargaining Agreement or on any matter which is not within the scope of these grievance procedures, or which violates or would require violation by either party of any law. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his discretion for that of the Board in any manner not specifically contracted away by the Board as part of this Agreement.
3. The arbitrator's decision shall be rendered not later than thirty (30) days from the close of the hearing, shall be in writing and shall contain findings of fact, reasoning, conclusions of law, and orders regarding the issue submitted to arbitration. The arbitrator's decision, unless it exceeds his power or authority under the terms of these procedures and the rules and procedures of the American Arbitration Association, shall, subject to the provisions of Oregon Revised Statutes 33.210-33.340, be final and binding upon all parties.
4. In concurrence with the arbitrator, arbitration proceedings, unless waived by both parties, shall be recorded. They shall be transcribed only upon the request of one or both of the parties. If both parties request a transcript, the cost shall be borne equally by the District and the Association. If only one party requests a transcript, that party shall be responsible for the full cost thereof.
5. The arbitrator's fee and expenses, including the expenses of recording the arbitration proceedings, shall be borne equally by the District and the Association. Each party shall be responsible for his own expenses in prosecuting or defending the grievance.

## **Rights of the Parties**

An aggrieved person may be represented at Step One of the grievance procedure by himself, or at their option, by a representative selected or approved by the employee Association. The district may choose to use outside representation at any level at its option.

Any decision made under this Agreement at the final level of the grievance procedure shall be the last remedy provided by this Agreement.

Any decision made under this Agreement which is termed "non-grievable" shall not be subject to any part of the grievance procedure herein.

## **ARTICLE 29 - STRIKES AND LOCKOUTS**

The employees agree, as individuals or as a group, not to initiate, cause, participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work during the term of the Agreement. In the event of any violation of this clause, the District may take whatever disciplinary action it deem appropriate including dismissal.

Members of the bargaining unit agree that they will not honor any picket line established by any labor organization when called upon to cross such picket line in the line of duty during the life of this Agreement.

There will be no "lockout" of employees in the bargaining unit by the District as a consequence of any dispute arising during the term of this Agreement.

## **ARTICLE 30 - PERSONNEL FILES**

An employee's personnel file shall not have any information of a critical nature that does not bear that employee's signature. An Employee shall have the right to attach a written statement of explanation to any material in his/her personnel file which the employee believes to be incorrect or derogatory. All documents which are used to discipline an employee must be in the personnel file.

Upon request by an employee or upon request of an employee's designated Union representative in a written statement signed and dated by the employee, the employee or designated representative shall have the right to inspect the employee's personnel file. Requested copies of information in the personnel file shall be provided by the District at cost.

All personnel records will be maintained in accordance to District policy.



## **ARTICLE 31 -SEPARABILITY OF CONTRACT PROVISIONS**

1. In the event that any provision of this Agreement should, at any time during its effective period, be declared unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions of this Agreement not be declared unlawful and the Agreement as a whole shall remain in full force and effect for the term thereof and any other provision of ORS 243.702 shall apply.
2. Renegotiation of any affected article shall be pursuant ORS. 243.698.

## **ARTICLE 32 - WAIVER AND SCOPE**

This Agreement shall not be modified in whole or in part by the parties except by an instrument, duly executed by both parties.

This Agreement has no effect upon any policies, rules, regulations, practices or procedures of the District pertaining to any matter not specifically covered in this Agreement. The Board's authority to repeal or modify such policies, rules, regulations, practices or procedures is not affected by this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. All prior agreements, conditions, practices, customs, usages and obligations are completely superseded and revoked to the extent deemed desirable by the District insofar as any such prior agreement, condition, practice, custom, policy usage, or obligation is not contained and specifically expressed in this Agreement.

## **ARTICLE 33- TERM OF AGREEMENT**

This Agreement shall be effective July 1, 2016 and shall remain in full force and effect through the 30th day of June, 2020. It shall be automatically renewed from year to year. Either party retains the option of reopening articles within the contract consistent with the procedures described below.

### **Reopeners:**

Written notice shall be given by the Association or by the District to commence reopener negotiations during each fiscal year of this agreement no earlier than March 1 of the prior year. Each party shall be afforded the following number of articles to reopen:

2018- 2019: Two articles plus Article 15 Compensation and Article 14 Insurance

2019-2020: Two articles plus Article 15 Compensation and Article 14 Insurance

2020-2021: Two articles plus Article 15 Compensation and Article 14 Insurance

Negotiations on a successor agreement may be reopened by either party on or after March 1, 2021, provided that the parties have complied with public notice requirements.

**Signatures for Modifications Agreements on May 24, 2018**

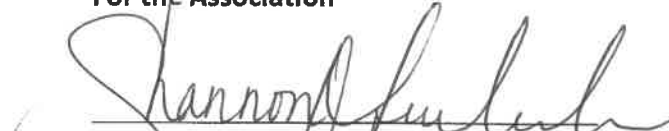
Executed on June 25, 2018 at Lowell, Oregon, by the undersigned officers and by the authority of and on behalf of Lowell School District Board of Directors and the Oregon School Employees Association, Chapter #118.

**For the District**

  
Board President

  
Superintendent

**For the Association**

  
Chapter President

  
OSEA Field Representative

## Appendix A

### Lowell School District 2019-20 Classified Salary Schedule

<u>Range</u>	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
2	Clerk Typist Assistant		12.42	12.70	12.98	13.14	13.29	13.45	13.60	13.77	14.12
2	After School Assistant		12.42	12.70	12.98	13.14	13.29	13.45	13.60	13.77	14.12
3	Cafeteria Assistant	12.72	13.67	13.99	14.30	14.47	14.64	14.81	14.98	15.17	15.55
4	Instructional Assistant	12.75	13.70	14.02	14.33	14.50	14.67	14.84	15.01	15.20	15.58
4	Van Driver	12.75	13.70	14.02	14.33	14.50	14.67	14.84	15.01	15.20	15.58
4	Bus/Van Monitor	12.75	13.70	14.02	14.33	14.50	14.67	14.84	15.01	15.20	15.58
5	Library Technician	13.54	14.57	14.92	15.27	15.45	15.63	15.81	15.99	16.19	16.58
6	After School Coordinator	13.93	14.98	15.33	15.68	15.87	16.06	16.25	16.43	16.64	17.05
6	Alternative Education Assistant	13.93	14.98	15.33	15.68	15.87	16.06	16.25	16.43	16.64	17.05
7	School/Department Secretary I	14.14	15.21	15.57	15.93	16.11	16.30	16.49	16.67	16.88	17.30
8	School/Department Secretary II	14.47	15.56	15.93	16.30	16.49	16.68	16.87	17.06	17.28	17.70
8	Business Office Technician	14.47	15.56	15.93	16.30	16.49	16.68	16.87	17.06	17.28	17.70
8	Lead Cafeteria Worker	14.47	15.56	15.93	16.30	16.49	16.68	16.87	17.06	17.28	17.70
9	Custodian & Grounds	14.74	15.85	16.23	16.61	16.81	17.01	17.20	17.40	17.63	18.07
10	School/Department Secretary III	15.15	16.30	16.69	17.08	17.28	17.48	17.69	17.89	18.11	18.57
10	Desktop Support Technician	15.15	16.30	16.69	17.08	17.28	17.48	17.69	17.89	18.11	18.57
11	Lead Custodial	15.43	16.61	17.01	17.40	17.61	17.81	18.01	18.22	18.45	18.92
12	MOT Specialist	16.20	17.44	17.86	18.27	18.48	18.70	18.92	19.13	19.38	19.86
12	Bus Driver	16.20	17.44	17.86	18.27	18.48	18.70	18.92	19.13	19.38	19.86
13	Mechanic	16.29	17.52	17.93	18.34	18.56	18.78	19.00	19.23	19.47	19.95
14	YTP Coordinator	21.73	23.39	23.95	24.51	24.81	25.10	25.40	25.69	26.03	26.69

**Longevity steps: longevity bonus will become effective on the 11th year of continuous employment with the district**

- 11-15 years of continuous employment = \$500.00 annual bonus
- 16-20 years of continuous employment = \$700.00 annual bonus
- 21+ years of continuous employment = \$900.00 annual bonus