

ESTACADA SCHOOL DISTRICT NO. 108

AND

**OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER
NO. 100**



2005 - 2008

CONTRACT AGREEMENT

Between

ESTACADA SCHOOL DISTRICT NO. 108

And

OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER NO. 100

This contract is made and entered into this ____ day of February, 2006, by the Oregon School Employees Association, Chapter 100, hereinafter referred to as the "Association" and the Board of Education of Estacada School District No. 108, hereinafter referred to as the "District" or "Board". Now therefore, the parties hereto agree to be bound by the covenants set forth in this Agreement.

This Agreement shall be effective upon the date of signing by both parties and shall remain in full force and effect through June 30, 2008. Both parties shall consider all past contracts void upon the signing of this contract.

In witness whereof, the parties hereby affix their signatures as of the dates first above written.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

President, Don Mckendry
Oregon School Employees Association
Chapter 100

Chairman, Mark Greene
Board of Directors
Estacada School District No. 108

Field Representative, Bob Bradetich
Oregon School Employees Association

Superintendent, Michael Call
Estacada School District No. 108

ARTICLE 1 - STATUS OF AGREEMENT

A. Recognition

The District recognizes the Association as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and related conditions of employment as set forth in ORS 243.650 to ORS 243.782 on behalf of all classified employees who have been designated by the Employment Relations Board as members of the bargaining unit during the duration of this contract. Supervisory employees, confidential employees, substitutes and temporary employees are specifically excluded from the bargaining unit.

Temporary: A temporary classified employee is an individual hired for a specific purpose or special project (“temporary position”), and who is employed in that temporary position for a period not exceeding ninety (90) days worked in any one fiscal year. If a temporary position assignment exceeds ninety days worked, then the employee shall become a member of the unit with all rights and privileges of membership, but shall not accrue rights under Article 20 - Layoff/Recall.

Substitute: A substitute employee is an individual employed to replace a regular employee who is on leave.

No classified employee identified above shall, therefore, have the privilege of negotiating with the District on an individual basis regarding any issues covered in this contract.

B. Discrimination

The Association and the District affirm their adherence to the principle of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, national origin, membership or non-membership in the Association.

C. Signed Agreement

There shall be two (2) signed copies of the final Agreement for the purpose of records. One copy shall be retained by the District and one by the Association.

ARTICLE 2 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A.**
- 1.** Classified personnel covered by this Agreement have a continuing, professional commitment to the education process, to young people, to their colleagues, and to the improvement of their own skills. The Board consists of citizens who are elected by and directly responsible to the community for the total education program. The Board acts by and through its administrative and supervisory staff. The parties therefore, jointly recognize that pursuant to ORS 332.072 to ORS 332.075 and ORS 332.105 to 332.107 the Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.
 - 2.** Recognizing the relationship noted in Section 1 of this Article, the parties agree that the District retains all the customary, usual, and exclusive rights, decision-making prerogatives, functions and responsibility to manage the affairs of the District and any part of it, as provided by applicable laws. Rights of employees in the bargaining unit and the Association are limited to those set forth in this Agreement and the District retains all prerogatives, functions and rights not limited by the terms of this Agreement.
- B.** Without limiting the generality of the foregoing, it is expressly recognized that the District's operational and managerial responsibility 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 old facilities.
 - 2.** The determination of 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 selection of employees for promotion to supervisory, management or administrative positions.
 - 4.** The use of the school system property and facilities.
 - 5.** The determination of safety, health and property protection measures where legal responsibility of the District or other governmental unit is involved.
 - 6.** The selection, assignment and management of all classified personnel.
 - 7.** The right to enforce the policies and procedures now in effect and to establish new policies and procedures from time to time not in conflict with this Agreement.

8. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline, transfer or reduce the number of employees.
9. The creation, combination, modification or elimination of any classified position.
10. The determination of the size of the working force, the allocation and assignment of work to employees.
11. The determination of the layout and the equipment to be used and the right to plan activities.
12. The right to establish hours of employment.

Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form or on any other basis. However, it is agreed by the parties that in the event the District considers contracting or subcontracting, it shall provide the Association the opportunity for input prior to making a final decision. In the event the District decides to contract or subcontract services previously included in the bargaining unit, it agrees to bargain the impact of its decision.

However, it is understood supplemental assignments are not subject to the provisions of this Article and do not constitute subcontracting. This includes special jobs such as electrical, plumbing, masonry, roofing, and after school and evening events and activities.

The foregoing enumerations of the functions of the District shall not be considered to exclude other functions of the District not specifically set forth; the District retaining all functions and rights to act not specifically nullified by this Agreement.

ARTICLE 3 - ASSOCIATION RESPONSIBILITIES, RIGHTS & PRIVILEGES

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

A. Information

The District shall furnish the Association with a complete list of classified personnel to include job position, building location and salary for the current school year. The District shall provide the Chapter President with a list of new hires, transfers, and promotions monthly.

The Association President shall receive an advance agenda, approved Board minutes, and a copy of the Board packet (excluding confidential information) on the same day they are sent or given to Board members. The District may ask for a reasonable charge for information requested beyond normal operational areas.

B. Facilities and Equipment Use

The Association representatives, officers and committees may have access to District facilities and equipment with prior administrative approval. The Association will reimburse the District for any damage done to District property or equipment resulting from the Association's use.

The Association may reproduce newsletters and notices for distribution to Chapter 100 members. A copy of the communication shall be provided to the building principal, supervisors and the District office. Such use shall occur during non-duty hours and at times that the facilities or equipment are not being used for school related purposes. The Association shall reimburse the District for the cost of operating plus supplies utilized.

The Association shall be provided reasonable space and given exclusive use on existing bulletin boards for posting notices and bulletins related to classified personnel. Such bulletin boards shall be available in any building where employees are working.

C. Leaves/Meetings

1. With prior approval by the immediate supervisor as described in the next paragraph, the President of OSEA, Chapter 100 (or designee) shall be granted leave without pay of up to five (5) days per year to attend conferences or workshops on collective bargaining, contract administration, grievance processing and related activities bearing a direct relationship to labor-management relations between OSEA Estacada Chapter 100 and the District.

Such leave shall be granted upon request of the President provided that the request for such leave is made to the supervisor not later than five (5) working days in advance of the leave. At the employee's option the leave may be charged against the employee's available personal leave day, vacation days or it may be taken as an unpaid leave of absence.

2. The District shall allow not more than five (5) employees up to two (2) days leave without pay each year to attend the OSEA Annual Conference. At the employee's option, the leave may be charged against the employee's available personal leave days, vacation days or it may be taken as an unpaid leave of absence. Such leave shall be granted upon request of the President provided:
 - (a) Request for such leave is made to the supervisor not later than five (5) working days in advance of the leave.
 - (b) Absence will not cause or create undue disruption to District programs.
3. The Association president or designee may use time within the work day to communicate with the administration and/or to attend disciplinary or investigatory hearings as the representative of the bargaining unit member providing the absence does not cause undue disruption to the president's or designee's work schedule. In accordance with District absence reporting policies, the president or designee will notify the District within five (5) workdays prior to such a meeting if the meeting will take place outside the District. The president or designee may use personal leave, vacation leave or leave without pay when requesting that absence.

Employees assigned to work during regularly scheduled OSEA meetings held after 4:00 p.m. may attend one such meeting per month for a maximum of one hour without loss of pay, providing the absence does not create undue disruption of District operations. Employees who wish to attend such meetings must provide advance notice to the supervisor of intent to attend.

Employees who attend disciplinary or investigative meetings held during regular work hours as the designated representative of a bargaining unit member may attend those meetings without loss of pay.

ARTICLE 4 - FAIR SHARE AGREEMENT

- A.** Employees in the bargaining unit who are currently members of the Association, and any new employees hired during the life of this agreement, who elect to become members of the Association, shall have the dues of the Association withheld from the employees' paycheck. Such authorization for dues deduction shall be on a form for membership to the Association with a copy presented to the payroll clerk.

- B.** Employees in the bargaining unit who are not members of the Association and not electing to become a member of the Association shall have withheld from each pay period an amount equal to the dues of the Association. This amount shall be a fair share amount and does not entitle the employee to membership status within the Association.

The District agrees to transmit the dues deducted with a check-off list and the amount of fair share to the state office of the Oregon School Employees Association by the 15th of the month following payroll deduction.

The rights of non-association employees based on religious tenets or conscience shall be protected. Such employees shall pay the fair share amount to a non-religious charity in accordance with the applicable procedure in ORS 243.666.

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 provisions of this section. It is further agreed that the grievance procedure is not applicable to this section.

ARTICLE 5 - TRAINING/WORKSHOPS

Required by the District

Employees will receive their regular daily rate of pay for the actual hours spent in training sessions and/or workshops that the employee is directed to attend by the District. Employees will receive their regular daily rate of pay for the actual travel time to and returning from all District-directed trainings outside of the district. Maximum hours pay allowed for such training and travel in a day shall be eight (8) hours unless the District-directed training takes place after the employee has worked. In these cases, the District will pay at the rate of one and one-half the regular hourly rate for each hour in excess of forty (40) in a week.

Employees who are required to use their personal vehicles to travel to and from required training will be reimbursed for their mileage at current District rates. Employees are encouraged to carpool when possible. If employees carpool, the District will reimburse mileage for the driver only. Employees will not be reimbursed if the District provides transportation and the employees choose not to use it.

Requested by Employee

- A.** Employees desiring to attend training schools, workshops or courses of instruction shall submit their requests to their immediate supervisor in writing prior to enrollment or registration. The request must state how the training will improve job efficiency or extend present job capabilities. If approved, the costs of this training will be paid in accordance with current District procedures.

- B.** Because of limited funds available for training and workshops, it is understood the District reserves the right to establish its priorities based on District needs and applicability to the employee's present assignment. Therefore, it is understood employees will be limited to course work offered at the community college level or appropriate training facilities. The annual cost shall not exceed the tuition rate for nine (9) hours at the Clackamas Community College without Superintendent approval. If necessary, the District may establish a moratorium on all requests for the life of this Agreement.

ARTICLE 6 - WORK YEAR

Each job position will have an annually designated normal work year. Employees shall be assigned annual work years and provided paid holidays as follows:

Up to 218 days per year, including 9 paid holidays

219 - 261 days per year, including 11 paid holidays

This article does not impair the District's ability to alter the work week/length of the work year under Article 8 or to lay off staff under Article 20 for program or financial reasons, for example, if schools are closed due to a revenue shortfall. Except as otherwise allowed in this agreement, where the currently assigned work year for an employee is shorter or longer than required to meet District needs, the District may increase or reduce the work year of an employee as much as five (5) days greater than or less than the previous year's assignment. In no event shall the alteration to an employee's work year over the term of this contract exceed eight (8) days greater than or less than his/her assignment in the 2005-2006 school year without mutual consent of the employee, the Association and the District.

ARTICLE 7 – HOLIDAYS

The District will determine the school calendar and designate the holidays for the succeeding school year prior to the start of that school year. The parties recognize that such a schedule of holidays may be subject to determinations concerning holidays made by courts or other government agencies or necessitated by rescheduling due to budget failures or school closures.

Holiday pay shall be based upon the employee's hourly pay rate and number of hours worked during the normal workday for which that employee is scheduled. Full time employees will receive eight (8) hours of holiday pay, regardless of whether they work an eight (8) hour five (5) day schedule or a ten (10) hour four (4) day schedule. To qualify for holiday pay, the employee must be actively at work and work his/her scheduled workday or be on authorized absence approved by his/her supervisor such as vacation time. Leave without pay or disciplinary suspension does not constitute an authorized absence.

Paid holidays for employees assigned up to 218 days shall be:

Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Labor Day	Day before Christmas
Veterans' Day	Christmas Day
	M.L. King Jr. Birthday (designated)

Paid holidays for 219 - 261 day employees shall be:

New Years Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day
	M.L. King Jr. Birthday (designated)

ARTICLE 8 – WORKWEEK/LUNCH AND REST PERIODS/UNIFORMS

Workweek

A workweek is defined as the period beginning 12:01 a.m. Sunday morning and ending 11:59 p.m. the following Saturday. Unless otherwise altered, the normal workweek shall consist of five (5) days with two (2) consecutive days off. Hours of work shall be established by the District.

Notwithstanding the limitations in Article 6, the District may depart from the eight-hour-per-day, five-day work week/work year standard upon no less than sixty (60) days advance notice to the Association. In the event the District implements an alternative structured work week, the parties shall bargain the impacts of such change.

Lunch Periods

Each employee working four and one-half consecutive hours or more shall be provided a meal period of at least one-half hour in length of unpaid time during which the employee is completely relieved of duty. Meal periods shall be scheduled by the employee's supervisor as nearly as practical to mid-shift but in no event shall it begin later than five hours and one minute after the employee has reported to work unless a later time is mutually agreed to by the employee and supervisor. Upon mutual agreement of the employee and his/her supervisor, an employee may work a full shift of less than six hours without a lunch period.

Work Hours

It is expressly agreed by the parties, in accordance with the provisions of ORS 653.269(5)(b) that, notwithstanding the provisions of Article 17 (a) Overtime, persons may be employed upon mutual agreement between the employee and the District on a ten (10) hour basis per day for four (4) days per week, and shall be compensated only for overtime worked in excess of forty (40) hours in any one week or ten (10) hours in any one day.

Rest Period

Employees shall receive a fifteen (15) minute break during each four (4) hour period of consecutive service with the break as close as possible, in the supervisor's judgment, to the midpoint interval. Paid rest periods will not be used for early departure or late arrival, nor will they be cumulative if not taken.

Uniforms/Laundry Service

Uniforms shall be supplied to those who are food service, custodial, maintenance, grounds and mechanic employees with the understanding that the employees shall wear the uniforms for the duration of their shift assignments. The District will issue five shirts with the District insignia to each new employee as part of their uniforms, and three new shirts at the beginning of each school year thereafter. Employees are responsible for laundering their uniforms on their own time. Supervisors will consult with the employees in their division regarding the appropriate style and fabric for uniforms, but the District will make the final decision.

ARTICLE 9 - EMERGENCY CLOSURE

Full Day Closure

In the event Estacada schools are closed due to emergency closure, employees will be notified as soon as possible. It will be the responsibility of the supervisor to notify the employees if they are to report to work.

It is understood that those employees who are not required to report to work will be paid for the day. However, in the event it is necessary for the district to make-up days due to emergency closure, it is agreed the employees not required to report to work and who make up days shall not be paid for more than the number of work days each was assigned for the year. For employees who are not notified of a cancellation and who report to work and are later required to make up a day, the employee shall be compensated for the additional time worked on the closure day.

Partial Day Closure

In the event it is determined that the District must close during the workday, individual employees who are affected by the closure will be paid for the balance of their shift if the superintendent mandates that they leave prior to the end of their scheduled work shift. For those employees who have the option of staying or leaving and choose to leave, they may make arrangements with their supervisor to make up the time, be docked for the time not worked or they may use personal leave for the time lost.

As long as the District meets the minimum requirements for student contact time, the parties agree that one (1) day can be missed without being made up. The day off will be paid. Any additional emergency closure days will be made up and the employees will work the rescheduled days. This means the employees assigned to 252-261 workdays in a given year ("twelve-month employees") must take vacation time, personal leave or be docked for any days missed because of emergency closure. All other employees assigned less than 252-261 workdays will report to work in accordance with the revised calendar.

In other words, the District will guarantee full compensation to employees who complete their assigned number of work days and work hours for the work year, subject to the limitations set forth in Article 34, but will not pay additional compensation in the event it is necessary to reschedule certain days due to emergency closure.

ARTICLE 10 - PROBATIONARY EMPLOYEES

Employees new to the District shall serve a probationary period of no more than 90 days worked. A supervisor may evaluate the probationary employee after 20 or more days worked, and may decide to elevate the employee to regular status or complete the probationary period. The employee will be moved to regular status on the 91st day worked and be granted experience steps where applicable.

Employees on initial probation may be released at any time for any reason, without an evaluation or any required explanation or without access to the grievance or disciplinary provisions of this contract. However, this does not deny a probationary employee the right to appeal his/her dismissal to the Board, by giving written notice within fifteen (15) calendar days following the termination. The appeal shall be limited to the rights provided under ORS 332.544.

ARTICLE 11 - ADVANCEMENT/REASSIGNMENT

An employee selected for a higher-Range position within the District shall be given a trial period of 20 days worked in the new position. The employee will retain regular employment status in the prior position during the trial period.

If an employee's performance during the trial period is judged by the District to be unsatisfactory, the employee will be returned to a position in his/her former "job title" at his/her former rate of pay. If, however, the employee's performance during the trial period is judged by the District to be satisfactory, the employee will be elevated to regular status in the new position. The employee may request, with a minimum of five (5) workdays written notice, to voluntarily return to a position in the former "job title" at any time during the trial period.

Reassignment within the same "job title" is not subject to the provisions of this article.

ARTICLE 12 - TEMPORARY ASSIGNMENTS

To Higher Classification

Employees may be assigned to temporarily fill positions that are in a higher range classification than their permanent assignment. After five (5) working days in the temporary assignment, the employee shall be placed on the range of the employee whose position is being filled on the lowest step with a pay rate greater than or equal to the rate the temporarily assigned employee was paid on the wage schedule, in his/her regular assignment, and then stepped up two regular steps. The employee shall then be compensated at this higher rate of pay for the balance of the assignment.

Example: An employee on Range 5, Step 11 is assigned to a position in Range 7. After the fifth (5th) working day, the employee would receive the pay, which corresponds with the step on Range 7 that is closest to (and equal to or greater than) Range 5, Step 11 and then advanced two steps on Range 7.

In cases where the number of hours is more in the higher position, the employee shall be paid for the additional hours at the higher hourly rate.

ARTICLE 13 - TRANSPORTATION

A. Pay Basis

1. Bus drivers are considered nine (9) month employees and are expected to serve as needed and defined by the School District's calendar as established by the District for the home-to-school regular bus routes. Regular bus routes may be altered by the District on an as-needed basis.
2. Bus drivers are paid for the actual hours they work. The intent is to pay all bus drivers for the elapsed time that they are required to work as defined below:

a. Driving Time

Time spent in the driving, required maintenance and safety whether on a regular route, activity run, requested trip or other driving assignment.

b. Call Time

In the event an activity trip is canceled and the driver has not been informed of the cancellation prior to having reported for the assignment, s/he will be paid for at least two (2) hours.

- If the cancellation occurred too late for the driver to drive his/her regularly assigned daily shift, the District shall compensate the employee as if s/he had driven his/her regular daily shift.
- If the cancellation occurs but the driver is able to drive his/her regular run, the driver shall receive no compensation for the canceled trip.
- If an activity is canceled after the trip has begun, (example -rain out of a sports event), the driver shall be compensated for a minimum of two (2) hours or the actual hours worked, whichever is greater.
- If the cancellation occurs on a day or at a time which does not affect a driver's regular daily run, the employee shall be paid a minimum of two (2) hours or the actual scheduled hours of the activity trip, whichever is less.

c. Stand-by

Drivers will be paid on Step 1 of their range of the wage schedule in lieu of their regular rate for any time they are required to be on standby after the first hour unless a release is arranged with the supervisor and:

1. If meals are provided, one-half hour shall be deducted from the total.
2. Usually time on standby of less than one hour is computed into total driving time.

d. Staff Meetings

Drivers requested to attend special staff meetings will be paid on Step 1 of the wage schedule.

e. Special Bus Trips

1. A minimum of two (2) hours driving time will be charged on all field trips.
2. Drivers will be paid on hourly rate equivalent to Range 12, Step 1 for all non-driving time while on field trips with the following exceptions:

Drivers will not be paid for "sleeping" time on overnight trips. Sleeping time shall be defined as being those hours between 9:00 p.m. and 8:00 a.m. that the driver is actually released from duty although the drivers may continue to be on call.

3. If a driver is required to remain with the bus or perform some other task, the driver's regular wage will be paid.

B. Definitions

Part-time Credit

Part-time driving hours accumulated within the District and within one (1) year can only be applied toward the first step.

New Drivers

New drivers, who are undergoing training and have successfully completed the classroom portion of this training will be paid at the Range 12, Step 1 for time spent in their on-the-road portion of this training. Only time spent behind the wheel will be counted.

New full-time drivers who work in excess of six (6) months and over 600 hours will be enrolled for membership in the PERS/OPSRP IAP employee accounts.

Travel Expenses

Drivers who are required to be gone from the District on a bus trip shall have their necessary travel expenses covered by the District. To be reimbursed for these expenses

all employees must follow the District's established procedures, which include filing the proper forms and receipts.

The Supervisor is responsible for informing the employee when travel expenses will be acceptable and for making any prior arrangements that may be necessary to obtain needed funds. The Supervisor will authorize in writing all expense claims.

Bus drivers currently receiving credit for safety classes taken prior to July 1, 1975 will continue to receive such credit.

C. Transportation Committee

The parties shall maintain a standing Transportation Committee made up of three (3) members appointed by the District and three (3) members appointed by the Association to meet at the request of either party and address issues and concerns related to district transportation.

ARTICLE 14 - VACATIONS

Vacations for classified employees will be granted to employees assigned 252-261 workdays in a given year (“twelve (12) month employees”) on a “vacation year” basis.

The vacation year shall be July 1, through June 30, both for the purpose of earning credit toward vacation entitlement as described below and for the purpose of determining the period within which earned vacation must be taken. Thus vacation is accrued in one vacation year and is taken the following vacation year. The District reserves the right to determine the number of employees on vacation at any one time. Whenever possible, vacations will not be scheduled between August 15 and August 30.

A. Number of Days

Twelve-month employees shall be granted vacation in accordance with the following levels of service when they have completed the number of full years of continuous service. When a paid holiday(s) (as designated in this contract) occurs during an employee's vacation, the vacation shall be extended to allow for this day(s).

Years of Continuous Service	<u>1-5</u>	<u>6-10</u>	<u>11-19</u>	<u>20 or more</u>
Number of Vacation Days	10	15	20	25

Classified employees on a 219-251 workday schedule shall receive a once a year stipend in lieu of vacation time. Employees who have worked a 219-251 workday schedule for five (5) years or less shall receive an additional five (5) days pay at the end of the fiscal year. After five (5) years this stipend shall increase by one day per year to a maximum of ten (10) days.

B. Computing Credit

A twelve-month employee who starts at other than July 1 in any year shall receive a vacation the following vacation year prorated on the basis of the number of days of service with the District actually worked prior to the July 1 immediately following his/her date of hire. Pro-ration shall be on the basis of 10/12 day of vacation earned for each month or major portion worked, determined as follows:

Classified employees who change from a less than twelve (12) month position to a twelve (12) month position shall accrue their vacation credit on a prorated basis. The total days of service divided by 260 will reveal the years of service allowable as vacation credit. This shall be computed from the date of the change in assignment.

During any full vacation year an employee must complete 3/4 of the work year (195 days) to be eligible for vacation accrual and/or credit, otherwise, vacation days/hours earned are prorated for the number days actually worked.

Twelve (12) month employees who are permanent and work less than 80 hours per month on a consistent basis shall not accrue any vacation credit.

C. Years of Credit

New employees hired after July 1 shall accrue vacation days on a prorated basis provided they complete at least nine (9) months of continuous service.

Twelve (12) month employees who work over half time, or over 80 hours per month, on a consistent basis for at least nine (9) months shall also prorate their vacation credit. Employees who consistently work less than 80 hours per month shall not receive any vacation credit.

D. Carry Over

Vacation time that is currently accrued by an employee and unused by the end of the year (June 30) must have administrative approval before it may be carried over into next year. Generally, approval will be granted if used before August 15. If the vacation time accrued by an employee is not approved for carry over, the employee will receive payment for the accrued, unused vacation time.

E. Requests

Requests for vacation time shall be made at least twenty (20) working days in advance to permit the supervisor to adjust work assignments and/or arrange for substitute services during the vacation absence and may be taken when approved in advance by the employee's supervisor

F. Termination

New employees who leave the District before completing twelve (12) continuous months do not accrue any vacation credit.

It is expected that classified employees will give a minimum of ten (10) working days notification when terminating employment. The supervisor may waive this requirement.

ARTICLE 15 - WAGES

- A. The wage schedule for 2005-2006 is set forth in Appendix A of this agreement. The salaries for 2006-2007 and 2007-2008 will be determined by reopened negotiations in 2006 and 2007, respectively. In the event that the District subsequently negotiates increases to the certified salary schedule greater than those applied to the wage schedules herein, the schedules herein shall be revised to reflect the greater increases.
- B. A new employee to the District shall be placed on Step one (1) of the wage schedule. Upon completion of the probationary period, a new employee will be granted credit for previous experience, which in the District's judgment, is relevant to the classification into which he/she is being hired. In any event the experience credit given will not exceed Step three (3) of the Wage Schedule.
- C. On July 1 of each year of this Agreement, the wages of the classified employees in the bargaining unit who are not on the last step of their respective ranges shall be increased by one (1) step on the horizontal scale of the attached wage schedule.
- D. Advancements on the wage schedule shall occur on July 1 for all twelve (12) month employees and on the first day worked in the new fiscal year for all less than twelve (12) month employees who are entitled to a wage advancement.

E. PERS/OPSRP

The District will deduct and remit, through payroll deduction, eligible employees' 6% contributions to their own PERS/OPSRP IAP employee accounts.

F. Extra Duty Compensation

Extra duty compensation for athletic, recreational or social events will be provided consistent with applicable laws. The decision to fill any extra duty assignment, and to select the individual to fill such assignment, rests solely with the District.

Classified employees performing duties in positions under the Extra Duty Compensation categories shall receive an hourly wage equal to the state minimum wage. This hourly wage is subject to overtime rules when the employee works more than forty (40) hours in a regular work week. Should the total hourly compensation (including overtime) received by the employee at the end of the extra duty assignment or season be less than the District's scheduled extra duty stipend for the category of duties performed, the District will pay the employee the balance.

Employees shall submit monthly timesheets for hours worked in the extra duty assignment in accordance with established District timelines. The District will estimate the total number of hours required for the assignment. The employee and District will monitor the hours worked so that compensation does not exceed the stipend for the categories of duties performed.

In the event an employee makes or files a wage/hour claim against the District through BOLI, state or federal court, or other non-CBA based administrative process; the employee forfeits his/her right to enforce this provision through the grievance process, including forfeiture of the right to appeal to arbitration.

ARTICLE 16 - PAYROLL

A. Pay Periods

Classified employees will be paid on the 20th of each month. If the 20th of the month falls on a Saturday, Sunday, holiday or during a recess period during which less than twelve-month employees do not work, payday will be the preceding Friday.

B. Method of Payment

Generally, employees will be paid for the actual hours worked as indicated on their monthly time slips. Employees must turn in their properly verified time sheets to the payroll clerk by the seventh (7th) of each month to qualify for payment on the twentieth (20) of the month.

Employees who are currently paid in twelve (12) equal monthly disbursements may continue to elect payment in twelve (12) equal monthly disbursements. Written notice of any change, however, must be provided to the District Office prior to the commencement of the work year. Once an employee elects to be paid for actual hours worked as indicated on his/her monthly time sheets, he or she may not return to being paid in twelve (12) equal monthly disbursements.

Bus drivers are not eligible to be paid in twelve equal payments as they are paid on time sheets rather than a regular work schedule.

ARTICLE 17 - SALARY ADJUSTMENTS

A. Overtime/Call Back Pay/Adequate Work Provision

1. Work hours may be scheduled beyond eight (8) hours when the District determines such work is needed. Employees will be paid in accordance with appropriate State laws governing such pay scales.
2. When employees are required to work on paid holidays specified in this Agreement, they shall receive twice their hourly rate for all hours worked on these days.
3. Employees who are called back to work after a regular eight (8) hour day for such reasons as emergencies from vandalism, fire, theft, damage and other causes shall be compensated at the rate of time and one-half for a minimum of two (2) hours.
4. Adequate Work: An employee who reports for duty as a part of his/her regularly assigned schedule shall be provided sufficient work to earn at least one-half of the regular day's usual rate of pay. This provision does not limit the district's right to adjust the employee's work schedule from time to time, nor does this provision apply to time worked in addition to the regular schedule.

B. Court Appearances

If an employee is called for jury duty, or when responding to a subpoena that has been issued relating to his/her duties as a District employee, s/he will be entitled to reimbursement by the District at the straight time hourly rate of his/her regular job, for the hours of work necessarily lost as a result of court appearance or duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement. This provision does not apply to proceedings by an employee or the Association against the District. A copy of the subpoena shall be filed with the business office. If an employee is subpoenaed to appear for a case in court other than that stated above, the supervisor will authorize a personal leave absence.

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

C. Deductions

The District and the Association agree to the following as payroll deductions. All requests for deductions must be made on approved authorized forms.

1. Insurance.
2. Annuities (employee paid).
3. OSEA Dues.
4. Approved Credit Union.
5. Section 125 contributions

The Association agrees to hold the District and each individual Board member harmless against any and all claims that may be brought against either party as a result of this provision.

D. Itemizations

1. Employee's hourly rate of pay.
2. Employee's overtime hours.
3. Hours of accumulated vacation time (for 12 month employees).
4. Hours of accumulated sick leave.
5. Standard deduction items.

ARTICLE 18 - FRINGE BENEFITS

Effective October 1, 2005, the Estacada School District will contribute up to \$691.20 per month towards insurance premiums for all full-time employees and all part-time (individuals averaging 4 hours or more per day in the course of a typical workweek) employees who were hired prior to July 1, 1988. The District's contribution to insurance premiums for 2006-2007 and 2007-2008 will be determined by reopened negotiations in 2006 and 2007, respectively. In the event the District subsequently negotiates increases to the certified insurance cap greater than those negotiated hereunder, the caps hereunder shall be revised to reflect the greater increases. For part-time employees who were hired July 1, 1988, and thereafter, the amount shall be prorated, based on the actual averaged number of hours worked.

The total contribution utilizing this formula shall be determined by the District on a monthly basis. This amount shall be used to purchase insurance authorized under the provisions of this Article for those employees covered by this Agreement. In the event the dollar amount allocated by the District for this purpose does not cover the total cost of the premiums, the Association shall administer the distribution of benefits and determine the employee out-of-pocket costs. In no event shall this require the District to provide an amount greater than that established by the formula set forth in paragraph one (1) of this Article. In the event the insurance costs are less than the District contributions for any month, that amount shall be carried forward to the succeeding month. However, any carryover money not expended by June 30 of each year of the Agreement shall revert to the District general fund.

Newly hired employees on or after July 1, 1988, who work less than full time will have their monthly premiums paid on a pro-rated basis, as follows:

<u>Avg. Hrs/Day Each Week</u>	<u>Percentage</u>	<u>'05-'06 Contribution</u>
4 hours	50%	\$345.60
5 hours	62.5%	\$432.00
6 hours	75%	\$518.40
7 hours	87.5%	\$604.80

Eight (8) hour employees with hire dates on or after July 1, 1988, will receive full benefits.

Such coverage shall continue in effect for the term of this agreement subject to confirmation by the insurance carrier as to dates coverage for individuals go into effect. Coverage for new employees will commence the first of the month following the date of hire (i.e. first day worked) or the month thereafter, provided they complete an application for coverage prior to the time coverage is to go into effect and it is received by the business office within thirty (30) days of their date of hire. Coverage will be provided by insurance carrier(s) selected by the Association. Employees may waive fringe benefits by providing written notification to the District. It is understood the level of coverage shall be no greater than that available to the employees during 1993-94.

If an employee terminates, the District's payment of premiums shall cease as of the last day of the last month they are employed.

Regular part-time classified employees will receive the above benefits as full-time subject to the following limits:

- * Employees who are employed for less than half time are not eligible.
- * Bus drivers who are designated as having a regular route and work at least twenty (20) hours per week will be considered full-time for this purpose for all bus drivers employed prior to July 1, 1988. Thereafter the prorated basis applies.

The Association shall not hold the District responsible for any acts or performance rendered by the respective benefit providers.

All matters relating to claims under these provisions are excluded from the formal grievance procedure outlined in this Agreement.

ARTICLE 19 - EMPLOYMENT OPENINGS

The District will post job openings as vacancies occur. Copies of all job openings will be posted at the Central Office and in each building, with a copy sent to the Association president.

The job opening notice shall include job title, duties, number of hours in workday, number of days in work year, qualifications and rate of pay.

From September 1 to June 15, copies of the job opening notification will be posted in all buildings where classified employees work. During the summer recess, job-opening notices will be made available to an Association representative for distribution to the members.

Notice of vacant positions will be posted for a period of seven (7) workdays. The date on the posting notice shall serve as the determination of date of the posting. Employees interested in the posted opening must submit an application with the district office within the seven (7) day period. Employees applying for the posted positions will be considered based on the following:

- a. The needs of the overall operation of the District,
- b. The qualifications, as judged by the District, including skills, experience, and training,
- c. The employee's length and quality of service in the District.

Based on qualifications stated above, in-district applicants will receive assurance of consideration for vacant positions.

The applicants and Association chapter president shall receive written notification that the position has been filled not later than ten (10) days after the position is filled. Upon request of the applicant, the appropriate administrator shall inform the applicant of the reason(s) why the applicant was not selected.

Employees who transfer to a position on a higher range shall be placed on the new range on the experience step, which corresponds with their qualifications for the position, but in no event less than their current salary.

Temporary Jobs

The District agrees to consider less than twelve (12) month employees for temporary summer jobs, which are funded by the District. It is understood that to be eligible the employee must be qualified for the position and must make application to the Personnel Office at least fifteen (15) working days prior to the summer recess.

It is understood this definition does not include Employment Training & Business Services (ETBS) jobs and other forms of temporary employment of a similar nature.

ARTICLE 20 - LAYOFF/RECALL

A. Definitions

1. "Layoff" shall be defined as written notification by the District, because of program changes or reduction in force that an employee will cease to be actively employed by the District, or that an employee's work hours will be reduced (a total of two hours or more per day in a two (2) year period).
2. "Seniority" shall be defined as an employee's total months and days of service in a respective classification, measured from the first day reporting to duty. If two employees have the same first day of duties in the classification, the one with the longest service employed by the District has greater seniority. A tie in seniority shall be settled by drawing of lots.
3. "Bumping" shall be defined as replacing a less senior employee in a position with a more senior employee providing the employee has the ability, capacity and skill to perform the job he/she will assume.
4. "Recall" shall be defined as a laid off employee's right to recall to active employment based on seniority and the ability, capacity and skill to perform the job he/she will assume.
5. A "formerly held position" shall be defined as any bargaining unit position the employee has held while employed with the District.
6. Ability, capacity and skill to perform the job are defined as the determination by the District of the employee's ability to perform the duties of the position, immediately or with reasonable assistance and training, and the employee's meeting the minimum qualifications for the position, which are typically stated in the job description. If the relevant qualifications are not defined in the job description and are not common throughout a group of similar jobs, the District will specify, upon request by the Association, the factual basis for its determination of the job's qualifications. In the assessment of the employee's ability, capacity and skill, sources of data can include the employee's demonstrated skills, experience in the current and previous jobs, relevant certifications or licenses held, and basic skills assessments. The District's determination of ability, capacity and skill is not grievable provided that the District has complied with the procedures required in this Article.

B. Notice of Possible Layoff to Union

1. In the event the District contemplates reductions in force, the District will notify the Union in writing at least thirty (30) days in advance of the effective date of the possible layoff actions. The District and OSEA representatives will meet during the thirty (30) day period to mutually discuss alternative ways of avoiding layoffs.
2. Following these discussions if reduction in force remains necessary, the District and Union will consult about requests of employees in the affected classification to take voluntary layoff or reduction in hours or reduction in days until the necessary reductions

are met. If voluntary layoffs are not accepted or do not meet the necessary levels of reduction in the work force, additional layoffs may be made.

C. Notice of Layoff to Employee

1. If after following the process outlined above the District determines that involuntary layoff of employees is necessary, the District will give a written notice of layoff to the employee who has the least seniority in the classification and range affected by the job elimination, provided that the remaining employees have the ability, capacity and skill to do the remaining work. The District will then reassign the remaining employees to the remaining positions within the classification and range.
2. The layoff notice will be either personally delivered or sent by certified mail not less than two (2) weeks prior to the effective date of layoff.
3. If the laid-off employee elects to exercise bumping rights, he/she must so notify the District in writing no later than one week after personal delivery of the layoff notice or ten (10) days after the first delivery attempt by the U.S. Postal Service of a certified mail notice.
4. At the same time layoff notice is given, the District will give written notice to employees who are subject to bumping under Section E. This notice will be given by personal delivery or certified mail.

D. Layoff

1. A bargaining unit employee whose schedule is reduced by a total of two hours or more per day within a two (2) year period shall be considered eligible to qualify for layoff. Bus Drivers are exempt unless otherwise agreed as stipulated by Article 13 – Transportation.
2. In reducing the bargaining unit workforce, the District will first release all temporary, substitute and probationary employees in the affected classification, providing the non-probationary bargaining unit employees have the ability, capacity and skill to perform the jobs that he/she will assume.

E. Bumping

1. An employee in the bargaining unit who receives notification of pending layoff may:
 - a. Accept layoff or;
 - b. Bump to a formerly held position, provided the employee worked in the former position within the past five (5) years;
 - c. Bump to an equal or lower range within the employee's present classification.

2. Within classification and range to which the bumping employee intends to bump, he/she will bump a less senior employee holding a job that the bumping employee has the ability, capacity, and skill to perform. However, if that job would entail a work day reduction of more than one hour or a work year reduction of more than ten (10) days, the bumping employee may bump the next less senior employee holding a job that the bumping employee has the ability, capacity and skill to perform.
3. Bumping employees may not bump into a range with higher pay unless the employee formerly held a position in that higher range. Bumping employees may bump into a position of greater hours (up to two more hours per work day) or a position of up to 20 more contract days in the same work year.
4. Employees who bump to a formerly held position shall be placed on the appropriate salary range at the step closest to the employees rate of pay prior to bumping. For example, if a laid off employee is currently at Step 3, Range 12 and bumps to a position at Range 10, that employee would be placed on Step 4, Range 10.
5. Employees who are eligible to bump into one or more positions may bump only once unless given a second notice of layoff.
6. The District will notify the employee who has been bumped either by personal notice or by certified mail. If that employee is entitled to bump, he/she may do so by notifying the District within three (3) working days of receiving notice of having been bumped. If the bumped employee does not elect or is not eligible to bump, he/she will be laid off effective on the date in the original layoff notice under Section C1.

F. Probationary Period

1. Exclusive to this Article, where an employee has bumped into a classification different than the one he/she was laid off from, the employee will serve a probationary period of (60) workdays in the new assignment. The District will provide employees an initial evaluation after the thirtieth (30th) day worked and a second, written evaluation after the sixtieth (60th) day worked.
2. At any time during the probationary period, the employee is not satisfied with the position or the District determines that the employee is not performing the duties in a satisfactory manner, the District at its discretion may give the employee additional time for training and job mastery or layoff the employee with full recall rights.

G. Recall

1. Laid off employees shall retain recall rights for up to two (2) years after the effective date of layoff. The District will recall a laid off employee to a vacant position by seniority providing the employee has the ability, capacity and skill to perform the job they will assume.

2. No new employees shall be hired for positions within a classification from which employees remain on the recall roster, if a laid off employee awaiting recall into the designated classification has the ability, capacity and skill, and is available to perform the job he/she will assume.
3. While in layoff status the employee will keep the District advised of his/her mailing address for recall notification. In the event of a recall, the District shall notify the employee of recall by certified mail, return receipt, sent to the last address given by the employee to the District Office.
4. The employees will have two (2) weeks from the first delivery attempt by the U. S Postal Service to notify the District in writing of their intent to accept re-employment. The District's notice will state the date the assignment is to begin. If the employee is unable to start work on the date specified in the notice, the employee shall be responsible for contacting the District to determine if different arrangements can be accommodated.
5. If the laid off employee fails to accept recall within two (2) weeks, rejects recall or fails to return to work as directed, the employee's right to recall shall be forfeited.
6. If a laid off employee is offered a position that is two ranges or more lower than the position held before layoff, the employee shall not forfeit his/her right to recall by refusing the position.
7. Laid off employees who indicate a desire shall be considered for substitute or temporary assignments, that they have the ability, capacity and skill to perform, provided that no regular employee is denied the same opportunity. When filling such assignments, the District will make a reasonable attempt to place laid off employees by seniority. Summer work will be made available to laid off employees provided all regular employees have been given first opportunity to apply for the work.
8. Employees in layoff status shall not accrue seniority or benefits. However, recalled employees shall be entitled to have previously held seniority and any unused sick leave restored. All other benefits to which the employee was entitled at the time of layoff shall be reinstated, based on the number of hours in the new position, provided such benefits are consistent with the terms of the contract or applicable laws to other members of the bargaining unit at the time the recalled employee returns to work.

ARTICLE 21 – LEAVES

A. Compensation Leaves (with pay)

All requests for leaves by employees will be preceded, when possible, by a written request five (5) working days (three [3] working days for personal emergency leave) in advance. The request must be submitted to the immediate supervisor, receive administrative approval, and specify the number of days and the reason. In extreme emergencies where time does not permit the above, the statement must be filed immediately upon return.

Leaves will not be granted to extend normal vacations or holidays.

1. Personal Leave

A maximum of three (3) days non-accumulative personal leave with pay will be granted each year. Employees will receive their regular rate of pay during the time on authorized leave.

Personal leave is defined as the need to attend to business affairs that cannot be conducted at any other time. Employees must orally provide a reason for leave to their supervisors upon request.

At the end of each school year, the employee shall be paid \$50 per day for each unused personal leave day, prorated to the employee's weekly average hourly assignment.

2. Bereavement Leave (non-accumulative)

Leaves of up to a maximum of five (5) days for each death in the immediate family, shall be granted to employees in the bargaining unit. If, however, such days include non-working days (other than paid holidays) there shall be no pay for such non-working days. In case of sickness in the immediate family when death is a distinct possibility, bereavement leave may also be allowed.

The immediate family shall be defined as spouse, children (including stepchildren and children toward whom the employee stands in loco parentis), parents and step-parents, grandparents, grandchildren, brother and sister (including stepbrother and stepsister), parents-in-law, near relatives who at the time of their death resided in the employee's household. Near relative is defined in section three (3) below.

3. Funeral Leave

Employees shall be entitled to leave with pay on the day of the funeral of a near relative, or other person who at the time of their death resided in the employee's household, or district association if the funeral is held on a normal workday. Near relative is defined as first cousin, aunt, uncle, niece, nephew, brother-in-law and

sister-in-law. At the discretion of the District, leave may be granted to attend funerals of persons not listed above.

4. Sick Leave

In accordance with the provisions of ORS 332.507, a minimum of ten (10) days sick leave shall be granted all employees on the basis of one (1) day's leave each month of regular employment up to a maximum of twelve (12) days sick leave a year. Sick leave shall be accumulative during the continuous service of the employee to this school district. Sick leave shall be credited to said personnel on the first day of active employment, and shall consist of one (1) day for each payroll month or major portion thereof remaining in the employment year. Up to seventy-five (75) days sick leave may be transferred into the District by new employees who have accumulated these days in another Oregon district where they were formerly employed. Sick leave may be applied to an absence caused by illness or injury of an employee.

Any employee who is absent because of illness for five (5) or more consecutive school days or who shows a pattern in use of sick leave benefits may be required by his/her supervisor to file with the Personnel Office a certificate from his/her physician attesting to such illness. Such physician's certificate may be required during the end of each payroll period during an extended absence. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the District in order to establish medical fitness for the duties of the position before returning to work.

In cases of time lost from job-related accidents, at the request of the employee, the District shall pay the difference between the employee's regular pay and the amount paid by State Accident Insurance Fund. The difference will be divided by the employee's hourly wage to compute the number of hours of sick leave to be deducted.

Any employee obtaining sick leave benefits by fraud, deceit or falsified statement, shall be subject to disciplinary action up to and including dismissal.

An employee who is unable to work because of personal illness or non-work related disability and who has exhausted all sick leave shall be considered to have resigned if the employee has not, within twenty (20) days from the date that s/he has exhausted paid leave, applied in writing for non-compensated leave.

Employees who schedule medical appointments of less than one hour may make advance arrangements with the supervisor to make up the time. Any absences that exceed one hour shall be recorded to the nearest one-quarter hour.

5. Family Illness Leave

An employee shall be allowed three (3) days absence with full pay during any fiscal year for the illness of a member of the employee's immediate family. Immediate family is defined in subsection "2" above.

6. Military Leave

Employees who have been employed by the District for at least six (6) months shall be entitled to paid leave for periods of annual active duty in accordance with the provisions of ORS 408.290.

B. Non-Compensated Leave (without pay)

Requests shall follow the general format as specified earlier except:

1. Requests for long-term leaves shall be submitted in writing at least twenty (20) working days in advance.
2. Requests for short-term leaves (ten [10] days or less) shall be submitted in writing at least ten (10) working days in advance. Leaves submitted with less than ten (10) working days notice may not be approved. This does not apply to court appearances, subpoenas or bona-fide emergencies.

Upon the expiration of any granted leave, the employee shall be assigned into a position similar to the one s/he left. Time spent on authorized leave shall be counted as continuous years of service for computing all benefits such as sick leave.

An employee on leave is required to notify the Superintendent of his/her intention to return to work as soon as practical, but in no case less than five (5) working days before the granted leave period expires. In cases where the leave expires after the end of the school year, the person on leave must notify the Superintendent of his/her intent by April 1st.

Leaves without pay will generally not be granted to any employee within the first year of his/her employment.

While on excused leave, employees shall have the option of remaining an active participant in District insurance plans if permitted by the insurance company.

Leaves may be granted for any length of time but not to exceed one (1) school year. With prior written request and permission, employees on leave may be granted an extension by the Superintendent.

3. Family or medical leave shall be granted in accordance with the statutory provisions of the federal Family and Medical Leave Act and the Oregon Family Leave Act and District policy.

4. The District will continue its normal premium payment for insurance benefits during a leave of absence for up to sixty (60) consecutive calendar days, or the length of time that the leave is paid under Section A of this article, or the time required by law, whichever is greater. Any leave that extends beyond that duration shall be subject to the provisions and limitations of COBRA

Maternity/Child Care Leave

A maternity/child care leave of absence for childbirth or adoption will be allowed as provided by state law.

Thirty (30) days prior to the expiration of the leave an employee who desires to extend the leave may submit a request for an unpaid leave of absence providing:

1. The individual has been employed by the District for at least one (1) year prior to the initial leave.
2. The request is for a specific period of time and the return coincides with a natural break or recess period.
3. The individual waives the right to return to his/her previous position.

It is agreed the District retains sole authority to approve or deny any request.

ARTICLE 22 - PERSONNEL FILES

No written disciplinary action, evaluation, or complaint shall be placed in an employee's District personnel file unless the employee has had an opportunity to review the material.

The employee shall acknowledge that s/he has had an opportunity to review such information by signing a copy of the information. Such signing does not necessarily indicate agreement with the contents but only that it has been received. The employee may also submit a written response to this information to the Personnel Office with a request that it be included in his/her file.

If an employee has material in his/her file of a disciplinary nature, which is three (3) years old and no subsequent offense has occurred, s/he may submit a written petition requesting that the material be reviewed by the Superintendent or designee to consider removal of the material. It is understood the decision shall be made by the Superintendent or designee, whose decision is final and binding. The decision shall be rendered in writing, and if the request is denied, the decision shall include the reason(s) for denial. Reapplication for removal of disciplinary material may occur once every twelve (12) months.

An employee or his/her designated representative may have access to his/her personnel file for the purpose of review and/or obtaining copies of materials. It is desirable, to avoid any delay in obtaining the file, to call Central Office prior to viewing the file. If questions or assistance is requested, the employee may experience delays until the proper person is available to give assistance.

In all cases, the records management process will be in accordance with applicable laws.

ARTICLE 23 - STRIKE CLAUSE

During the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize, support or participate in, nor will any employee in the bargaining unit individually or as a group, take part in any work slow-up, work stoppage or strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of his/her duty of employment). Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line when called upon to cross such picket line in the time of duty. Any employee participating in the violation of this Article, directly or indirectly, may be disciplined, including discharge by the District.

In the event of a strike by the teachers of the District, employees in the bargaining unit shall not suffer loss of pay or benefits during the period of the strike unless the District has to close schools because of not being able to get teachers.

ARTICLE 24 – SEPARABILITY

Should any Article, section or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said Article, section or clause shall automatically be deleted to the extent that it violated the law, except as otherwise provided in the Agreement.

Only the Article(s), section(s) or clause(s) related to the deleted or affected portions, by this statement, shall be subject to further collective bargaining during the term of this Agreement.

Contract items declared invalid by a court or competent authority in the jurisdiction of that legal group or body does not necessarily mean these items are invalid or illegal in this contract or jurisdiction.

ARTICLE 25 - COMPLAINT PROCEDURE

A complaint shall be defined as an allegation by an employee or employees that there has been a violation or inappropriate application of a school district policy rule or regulation.

The complaint shall be processed in the same manner as a grievance is processed in Article 26, but shall not be taken to Level Four, Arbitration, nor shall it be subject to an Unfair Labor Practice Complaint.

ARTICLE 26 - GRIEVANCE PROCEDURE

A. Purpose:

It is the desire of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of recrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedent in a later grievance proceeding.

B. Definitions:

1. A "grievance" is defined as an allegation by an employee or employees that their rights under the negotiated Agreement have been violated, except that the term "grievance" shall not apply to any matter as to which (a) the method of review is prescribed by law, or (b) the District is without authority to act.
2. An "employee" is any person in the unit covered by this Agreement.
3. An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted, the Association and (when it submits a grievance) the District.
4. "Days" shall mean working days.

C. Submission of Grievance:

1. Before submission of a written grievance the aggrieved party must attempt to resolve it informally with the grievant's immediate supervisor. The grievant shall inform the supervisor that s/he is pursuing the informal state of the grievance procedure.
2. Each grievance shall be submitted in writing on a form approved by the District and the Association and shall identify the aggrieved party, the provisions of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

Failure of the grievant to adhere to submission deadlines means that the grievant is satisfied with the latest decision and waives any right to further appeal.

3. A grievance shall be deemed waived unless it is submitted within ten (10) days after the aggrieved party, or the Association knew or should have known of the events or conditions on which it is based.

4. An employee or group of employees may submit grievances, which affect them personally and shall submit such grievances to their supervisor. The Association may submit any grievance that involves a group or class of employees.

D. Levels

1. Level One

The supervisor shall respond in writing to each grievance received. If the aggrieved party is not satisfied with the response of the supervisor or if no response is received within ten (10) days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent. Such submission shall be within five (5) days of the determination at this stage.

2. Level Two

The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than ten (10) days after it is received by him/her.

If the aggrieved is not satisfied with the decision of the Superintendent, s/he may file a written appeal with the Superintendent within five (5) days from receipt of the Superintendent's decision. The appeal shall state the aggrieved party's reasons for appealing the decision of the Superintendent and request appeal to Level Three, School Board.

3. Level Three

Within five (5) days of the receipt of the appeal, the School District Board of Directors may elect to hear the grievance, and if it elects to do so, will notify all official parties of a hearing to be held within fifteen (15) days of the receipt of the appeal. If the Board elects to hear the grievance, it shall hear arguments of the Superintendent or designee and the aggrieved. At the request of the aggrieved the hearing before the Board shall be a public meeting. If the Board elects to not hear the grievance, the Level Three decision shall stand as decided at Level Two.

On the first working day after the first regularly scheduled Board meeting following the hearing, the School Board of Directors shall render a decision in writing to all official parties.

If the aggrieved is not satisfied with the School Board's decision, s/he may appeal to Level Four.

4. Level Four

In the event the Association is not satisfied it may, within ten (10) days after receiving the Board's decision or notice of the Board's election to not hear the grievance, refer the grievance to arbitration by requesting that the Employment Relations Board provide the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent.

Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the Association shall strike names from the list until one (1) ultimately is designated as the arbitrator.

The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.

The election to submit a grievance to a forum other than arbitration (e.g., to state or federal court, state or federal administrative agency such as ERB, BOLI, EEOC, OCR, etc.) shall automatically be a waiver of the right to proceed to arbitration.

The costs for the services of the arbitrator, including per diem expenses, deposition costs, transcription costs, necessary travel and subsistence expenses, will be borne equally by the District and the Oregon School Employees Association, Chapter 100.

ARTICLE 27 - EVALUATION OF PERFORMANCE

The purpose of evaluation is for the supervisor to give the employee a year's review of their work performance. It is recognized that the evaluation process should not be used as first knowledge to the employee of deficiencies that have occurred over the year. It is also recognized that the evaluation process, and employment actions that result from performance deficiency, are not themselves disciplinary.

Evaluation meeting with the employee shall be conducted annually between April 1 and June 1. Each employee shall be provided a copy of the evaluation and be allowed to rebut any information in the evaluation. The evaluation will be placed in the employee's personnel file after the evaluation meeting and after the employee has been given the opportunity to sign the evaluation form.

A program of assistance is a formal process of more intensive supervision and assistance designed to focus on areas where an employee needs to improve. It is not itself a disciplinary process, but is a part of the evaluation cycle, designed to improve employee performance. When the District determines that an employee's unsatisfactory performance or behavior can be corrected through a program of assistance, the following shall apply:

- 1.** Unless the need for improvement is severe, the supervisor will have notified the employee in writing on the areas of deficiency and allowed time for the employee to remedy the deficiency before using a plan of assistance.
- 2.** When a plan of assistance is used, it will be in writing and the employee will have an opportunity to provide input before it is implemented. The plan will have:
 - a.** A statement of how the employee's performance is deficient;
 - b.** a statement of what improvement is needed to meet performance requirements;
 - c.** the time frame within which the employee must demonstrate the needed improvement;
 - d.** the assistance the District will provide to the employee; and
 - e.** the dates on which the employee's performance on the plan will be reviewed.

At the conclusion of the plan of assistance, if the employee has satisfied the requirements of the plan, it will be concluded as having been met. If the employee's performance still does not meet District standards, the plan can be extended, the employee may apply to transfer to a more suitable position, or the District may determine to take action up to and including termination.

An employee may request the presence of a Union representative for the evaluation and/or plan of assistance process with the supervisor.

ARTICLE 28 – DISCIPLINE

Discipline, including reprimands, suspensions, demotions and dismissal, will be based on an employee's actions or inactions that constitute good cause for discipline. Progressive discipline steps will be used except when more serious discipline or when immediate action is justified by the circumstances. The following steps shall be required as good cause:

1. Before imposing discipline, the District will meet with the employee, notify the employee of the facts that could lead to discipline, and allow the employee to provide his/her side of the story.
2. The District shall provide a fair and objective investigation into the allegations against the employee and shall provide substantial proof to support the charges.
3. The District shall consider the seriousness of the proven offense and the employee's service record with the District in determining the extent of discipline.
4. The District will explain the facts and information upon which the discipline is based. An employee may attach a rebuttal to any disciplinary document and that rebuttal will be placed in the personnel file with the disciplinary document.

The following are examples of behavior that can lead to disciplinary action:

1. Insubordination, misconduct or neglect of duty; or
2. Unauthorized or excessive absence; or
3. Any willful violation of rules or regulations established by the District; or
4. Being under the influence or in possession of alcohol or controlled substances while on duty.

Where the District determines that the nature of the offense is such that immediate action is warranted, the employee may be suspended from employment. The administrative staff shall investigate alleged charges and if these charges are found to be invalid or inaccurate the employee will be immediately reinstated without loss of any pay or other benefits.

If the charges are found to be accurate and valid, the employee will be considered terminated as of the date of suspension. Every effort will be made to ascertain the relevant facts in the matter and act in a prudent, responsible fashion. In most cases, it is assumed that ten (10) working days will be sufficient.

An employee (or the Union on the employee's behalf) may grieve disciplinary action under Article 26 - Grievance Procedure. Only disciplinary action involving suspension without pay, demotion or dismissal can be taken past Level Two of the grievance procedure.

In the case of dismissal, the employee has the option of either using the grievance procedure through arbitration or may proceed to hearing as stipulated by ORS 342.663, which states: "A school employee who has been demoted or dismissed shall be entitled to a hearing before the

school board if a written request is filed with the Board within fifteen (15) days of the dismissal or demotion".

An employee may request Union representation at any stage during the disciplinary proceedings.

ARTICLE 29 - MECHANIC'S/MAINTENANCE WORKER'S TOOLS

All mechanics and maintenance department workers are expected to furnish their own hand tools. The District will furnish and post a list of required hand tools. These employees shall be entitled to reimbursement, based upon submitted written receipt, up to \$300.00 per year to assist the employee in maintaining the required tools.

The District retains the right to periodically review the hand tools kept by the employees and may require specific purchase if their inventory is below District standards.

ARTICLE 30 - MEDICAL EXAMINATIONS/FINGERPRINTING

If the District in its judgment, determines the necessity for an employee to have a medical examination to determine the employee's fitness-for-duty, the District will select the physician, pay for the examination and have the findings reported to the District Office. If the examining physician recommends an EKG, the District will cover the added cost.

Current employees who are required to have fingerprinting will have the costs of the fingerprinting paid by the District.

ARTICLE 31 - CONTINUATION OF PROVISIONS

The new contract shall commence upon ratification by the parties with the understanding that financial provisions of the contract shall be retroactive to July 1, 2005. It is further agreed by the parties that the current Agreement shall remain in full force and effect until the successor Agreement is ratified by both parties.

The parties agree to reopen for negotiations the issues of salary, benefits and one other issue chosen by each party in 2006 and 2007.

ARTICLE 32 – PROCESS

The District and the Association agree that it is to their mutual benefit to resolve issues through the negotiations process. Therefore, it is agreed that the Association and the District shall support this Agreement for its term, and the Association and the District shall not appear before any public body seeking change or improvement in any matter subject to the negotiation process except by mutual agreement of the District and the Association.

ARTICLE 33 – LABOR MANAGEMENT QUALITY RELATIONS TEAM

In order to cooperatively resolve issues, build cooperating working relationships and find areas of common ground related to employment matters, the District and the Association will participate in on-going Labor Management Quality Relations Team meetings as described in this Article. Initially, the parties will participate in two meetings of up to four hours each with a mutually agreeable professional facilitator. The purpose of these initial meetings is to develop a framework for future Labor/Management Quality Relations Team meetings and to establish a vehicle for open communications between the parties. If either party feels that additional facilitation is needed, that will be discussed at the Labor Management Quality Relations Team meeting.

The following rules apply to the Team meetings:

1. Two representatives will participate for the Association and for management. The District and Association will each designate two regular representatives to the committee, but an alternate representative may attend Team meetings if the regular representative is not available or if the alternate representative has particular expertise or interest in the agenda item(s). By mutual agreement, additional representatives may attend when their presence is relevant and helpful to a matter under discussion.
2. The Team will meet on a monthly basis at a mutually agreeable time and place.
3. The meetings will not last longer than two hours unless extended by mutual agreement.
4. Appropriate topics for discussion are the interpretation and administration of this Agreement, applicable legal requirements, perceived responsibilities of the District, Association and employees under this Agreement, and improving communications regarding matters affecting employment relationships and productivity. The parties may develop memorandums of agreement reflecting agreements made through the Labor Management Quality Relations Team process. The meetings will not be used to address actual or pending grievances, to engage in collective bargaining negotiations or to discuss personnel matters related to an individual employee(s).

An agenda will be developed at least two days before the Team meets. Either the District or the Association may place a matter on the agenda by notifying the other in writing.

ARTICLE 34 - FUNDING

As of the time of execution of this Agreement, the District anticipates that sufficient funding will be available to fund the compensation and benefits provided in this Agreement. The parties recognize, however, that available funding is subject to change based on legislative action, election results and student enrollment changes. If the projected State School Fund revenue level to be received by the District is significantly less than anticipated at the time of the execution of this Agreement (for the first year of the Agreement) or at the time of ratification of the agreements reached in wage reopener negotiations (for the second and third year of the Agreement) , this Agreement may be reopened by either party for further negotiations over compensation and benefits. As an example, a ten percent reduction from the March Oregon Department of Education revenue forecast would generally be a "significant" reduction.

When the District learns of an anticipated revenue shortfall that will trigger this Article, it will notify the Association within a reasonable time frame in order to allow the Association an opportunity to recommend a plan to the District to reduce compensation and/or benefits. The parties will discuss those recommendations during the reopened negotiations.

The District cannot and does not guarantee any level of employment in the bargaining unit and specifically reserves the right to adjust the work hours, work days and/or the total number of employees in the bargaining unit.

ARTICLE 35 - DAY CARE PROGRAM

The Daycare program is a self-supporting program which is directed and supervised by Community Schools and funded from sources outside the School District's general fund, including fees paid by parents.

The work hours and work year for each position will be flexible. Generally, a Child Care Coordinator will work 20 to 35 hours per week, and a Child Care Worker will work 15 to 25 hours per week. The minimum work year generally will be 150 to 190 days, but the work year may be extended if a summer program is offered. The Child Care Coordinator and the Child Care Worker will generally work split shifts (before and after school) during the school year. If the daycare program is extended into the summer, the shifts may be altered to accommodate the needs of parents.

The School District retains the ability to make changes in the program as the District determines necessary for the program to operate within the available funding and to serve as many eligible children as possible. That can include changes in the work hours and work days of a position to respond to changed circumstances, including the number of children needing care. The District retains the ability to cease operating the program if the District deems that action necessary. Where the District's actions constitute a "layoff" as defined by Article 20 of the Agreement the District will comply with the provisions of that Article.

ARTICLE 36 - RE-EMPLOYMENT OF RETIRED EMPLOYEES

- A. Unit members who retire from the Estacada School District may be rehired to complete the work year in their former assignment or into regular part-time employment, and shall be members of the bargaining unit represented by the Oregon School Employees Association. Employment and conditions of employment, including all eligibility for contractual rights and benefits under the Collective Bargaining Agreement shall be as set forth below:
1. Employees who choose to retire and wish to be considered for rehire to complete the work year must provide the District with written notice of the request for rehire at least sixty (60) days prior to the effective date of the retirement. The District may choose to rehire the employee to finish the current work assignment or until the end of the fiscal year, whichever comes first, without posting the position. Such employees will be notified of whether or not they will be rehired within thirty (30) days after the request is received. An employee may withdraw that request within five (5) days of said notification.
 2. Rehired retirees hereunder shall be compensated at their current wage rates and applicable benefit levels.
 3. Rehired retirees hereunder who choose to retire and are re-hired shall not be entitled to the protections and provisions of Article 5 – Training/Workshops, Article 14 – Vacations, Article 20 – Layoff/Recall, Article 21 – Leaves, (except as stated below), Article 27 – Evaluation, and Article 28 – Discipline.
 4. Rehired retirees hereunder may not carry over accumulated sick leave and other paid leaves beyond their retirement date, however they will earn one (1) day of sick leave for each month worked upon re-employment.
 5. The District will not provide contributions to PERS/OPSRP IAP for the re-hired retiree who is already drawing PERS/OPSRP benefits.
 6. After retirement and for the entire period during which they are re-employed by the District, bargaining unit members shall not be entitled to work more than an aggregate of one thousand thirty-nine (1,039) hours per calendar year. Compliance with statutory limitations remains the exclusive responsibility of the employee.
- B. Nothing in this article shall require the District to rehire a retiree who applies for rehire.

APPENDIX A

2005-2006 CLASSIFIED SALARY SCHEDULE

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
1	7.56	7.77	8.12	8.47	8.59	8.71	8.83	8.93	9.07	9.19	9.29	9.40
2	7.77	8.12	8.47	8.74	8.85	8.98	9.10	9.20	9.35	9.46	9.56	9.67
3	8.17	8.44	8.79	9.11	9.23	9.36	9.48	9.57	9.71	9.84	9.94	10.05
4	8.48	8.76	9.11	9.47	9.58	9.70	9.84	9.93	10.07	10.19	10.29	10.40
5	8.79	9.14	9.48	9.86	9.97	10.09	10.22	10.31	10.45	10.58	10.68	10.79
6	9.15	9.50	9.89	10.28	10.39	10.52	10.65	10.74	10.88	11.00	11.10	11.22
7	9.51	9.89	10.28	10.64	10.75	10.87	11.00	11.09	11.24	11.35	11.46	11.57
8	9.90	10.28	10.66	11.09	11.21	11.33	11.46	11.55	11.69	11.81	11.92	12.03
9	10.31	10.68	11.10	11.54	11.65	11.77	11.91	12.00	12.14	12.26	12.36	12.47
10	10.68	11.10	11.55	11.98	12.09	12.22	12.34	12.43	12.58	12.70	12.80	12.91
11	11.11	11.55	11.99	12.42	12.54	12.67	12.79	12.88	13.02	13.14	13.25	13.36
12	11.57	12.00	12.45	12.98	13.10	13.23	13.35	13.44	13.59	13.70	13.80	13.92
13	12.03	12.47	13.00	13.48	13.59	13.71	13.83	13.94	14.08	14.19	14.30	14.41
14	12.49	13.01	13.50	14.03	14.14	14.26	14.39	14.48	14.63	14.75	14.85	14.96
15	13.05	13.51	14.04	14.59	14.71	14.83	14.95	15.04	15.19	15.31	15.41	15.52
16	13.54	14.04	14.59	15.12	15.24	15.36	15.48	15.58	15.72	15.83	15.95	16.06
17	14.08	14.63	15.19	15.76	15.87	16.01	16.13	16.22	16.37	16.48	16.59	16.70
18	14.66	15.20	15.77	16.42	16.53	16.66	16.79	16.88	17.02	17.13	17.24	17.36
19	15.21	15.80	16.43	17.06	17.18	17.31	17.43	17.52	17.67	17.78	17.88	18.00
20	15.82	16.45	17.07	17.74	17.85	17.98	18.11	18.20	18.34	18.46	18.56	18.68

Network Technician 2004-05

1	36,983	38,615	40,246
2	41,333	43,508	45,685

APPENDIX B--CLASSIFICATION GROUPS/JOB TITLES

BUSINESS SUPPORT SERVICES	Range
Accounts Clerk	18
Warehouse Supervisor	14
Business Services Clerk	13
Network Technician	See salary schedule
SECRETARIAL/CLERICAL	Range
Principal's Secretary – High School	12
Principal's Secretary	11
Building Secretary – High School	11
Building Secretary	10
Special Services Secretary – Secondary Schools	11
Secretary, Attendance, Counseling, Curriculum	10
INSTRUCTIONAL ASSISTANT	Range
Educational Assistant – Physical Needs	11
Educational Assistant – Spec. Ed., Music, Gen. ESL, Spec. Needs, Library	10
Instructional/Office Assistant	7
TRANSPORTATION - MECHANICAL	Range
Lead Mechanic	18
Mechanic	17
Auto Service Worker	12
TRANSPORTATION – BUS DRIVERS	Range
Dispatch/Driver Trainer	14
Assistant Dispatcher/Driver Trainer	13
Bus Driver	12
MAINTENANCE/GROUNDS	Range
Lead Maintenance	18
Maintenance Carpenter	16
Utility Maintenance	14
Grounds/Maintenance	11
Grounds Worker	9
CUSTODIAL	Range
Custodian III	14
Custodian II	12
Custodian I	10
FOOD SERVICES	Range
Managing Cook – High School	10
Managing Cook	8
Cook/Baker – High School	7
Cook/Baker	6

DAY CARE PROGRAM

Day Care Coordinator	4
Day Care Worker	2

**MEMORANDUM OF AGREEMENT
(Timber Lake Alternative School)**

The Estacada School District No. 108 (hereinafter “District”) and the Oregon School Employees Association, Chapter 100 (hereinafter “Association”) agree to the following terms and conditions:

1. Employees assigned to the Timber Lake Alternative School program (hereinafter “Timber Lake”) shall have all of the rights and benefits of the parties collective bargaining agreement, except as set forth below.
2. The following Articles and Sections shall not be applicable to employees assigned to Timber Lake: 3.C - Association Rights/Leaves & Meetings; 6 - Work Year; 7 - Holidays; 12 - Temporary Assignments; 20.E & F - Layoff/Recall/Bumping & Probationary Period; 21 - Leaves; and 29 - Workers’ Tools.
3. The District shall be prohibited from involuntarily transferring employees to assignments at Timber Lake. Employees who mutually agree to voluntary transfer to Timber Lake shall be entitled to the twenty (20) work day trial period outlined in Article 11, after which the employee shall not have a right to return to an assignment within the District campus system; employees who apply to open postings at Timber Lake Alternative School shall not be entitled to either the trial period or any right to return to a campus assignment.
4. Employees assigned to Timber Lake shall be on the work year and schedule set out by Timber Lake Job Corps Center (hereinafter “TLJCC”), including holidays and leaves (except for leaves governed by state law) as provided to federal employees assigned to TLJCC. Sick leave and OFLA leave shall accrue as established under Oregon law. Closures under Article 9 will apply, but only in as much as the TLJCC program is closed.
5. Article 15 - Wages, Sections A, B, C, and D shall not apply to employees assigned to Timber Lake. Article 15 - Wages, Sections E and F shall apply. For employees assigned to Timber Lake, the District adopts the TLJCC WG, WL, WS, or GS schedules, and placement, advancement, and wage rate shall be as administered by TLJCC for federal employees thereon. Any employee not presently placed on the WG, WL, WS, or GS schedule will be placed on a grade level commensurate with the job duties and experience, in the District’s judgment, at a wage rate no lower than the employee’s current District-schedule wage rate plus one dollar (\$1.00) per hour.
6. In lieu of the provisions of Article 14, after one year of employment at Timber Lake, employees shall be entitled to eighty (80) hours of vacation pay, to be received in conjunction with the two break periods in the TLJCC work year. In the event federal employees assigned to TLJCC accrue vacation in excess of eight (80) hours per year, employees assigned to Timber Lake Alternative School shall receive additional vacation as administered by TLJCC for federal employees thereon.

7. Under Article 27 - Evaluation, the employee's supervisor shall be the designated District employed administrator or supervisor. The District employed administrator or supervisor may, however, rely on information and input received from a TLJCC administrator or supervisor participating in co-supervision.

DATED this ____ day of February 2006.

For the District:

For the Association:

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