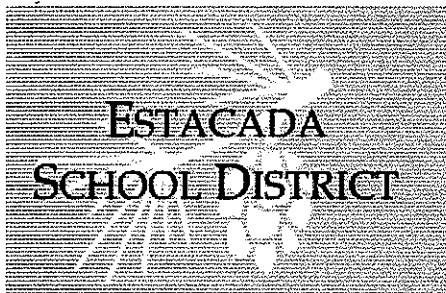


ESTACADA SCHOOL DISTRICT NO. 108

AND

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



2008 – 2011

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CONTRACT AGREEMENT

Between

ESTACADA SCHOOL DISTRICT NO. 108

And

OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER NO. 100


This contract is made and entered into this 6th day of May, 2009, 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, 2011. Both parties shall consider all past contracts void upon the signing of this contract.

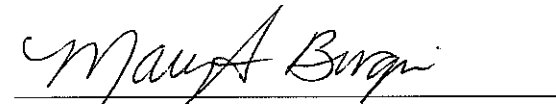
In witness whereof, the parties hereby affix their signatures as of the dates first above written.

FOR THE ASSOCIATION:


FOR THE DISTRICT:



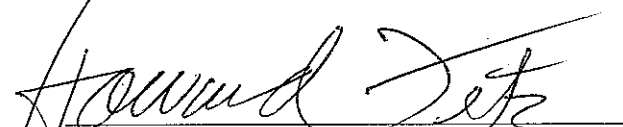
President, Everice Brolliar Moro
Oregon School Employees Association
Chapter 100



Vice-Chairman, Mary Ann Bugni
Board of Directors
Estacada School District No. 108



Field Representative, Dr. Fernando Gapasin
Oregon School Employees Association



Superintendent, Dr. Howard Fetz
Estacada School District No. 108

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.

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, via the Staff Report found in the School Board packet and via an e-mail during the summer months.

The Association President shall receive an advance agenda, unapproved 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.

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 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 layoff staff under Article 20, for program or financial reasons. 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 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, transportation, and mechanic employees with the understanding that the employees shall wear the uniforms for the duration of their shift assignments. The District shall issue the requisite number of items to supply staff with a week's worth of uniforms. An initial allocation will be provided upon completion of a new employee's probation and replacement items will be determined by management thereafter. Management will determine what constitutes a "uniform" for which the District is responsible. For example, if the Transportation Manager determines that a uniform consists of a vest/jacket, it is the vest/jacket that will be provided. Employees are responsible for laundering their uniforms on their own time. Supervisors will consult with the

ARTICLE 9 - EMERGENCY CLOSURE

- A.** In the event Estacada schools are closed due to emergencies or other unforeseen events such as inclement weather, power outages, casualty losses, national or state ordered ceremonial or commemorative closures or other similar circumstances, 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.
- B.** It is understood that employees who are not required to report to work because of the emergency closures set forth above will not be paid for the day(s) of closure. Notwithstanding, less than 12-month employees will have their annual work calendar adjusted to reflect the original number of calendared workdays that were scheduled by the District. The supervisor will notify the affected employees of their revised calendar as soon as practicable. Subject to Section E below, affected employees will be paid for the original number of calendared workdays.
- C.** Employees assigned to an annual work calendar of 252 to 261 workdays (12-month employees) must take vacation time, personal leave, or be docked for any days missed because of emergency closures set forth in section A above. All other employees assigned to less than 252 to 261 workdays will report for work in accordance with their revised calendars.
- D.** 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.
- E.** Provisions of this article are subject to the provisions of Article 20, Layoff and Recall, and Article 33, Funding.

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.

Existing employees will be compensated pursuant to the Classified Salary Schedule on the corresponding Range assigned to the job. They will be placed on a step closest to their current salary but not less than their current salary regardless of their step at the time of advancement/reassignment. In all circumstances under this article, an employee will receive at least a 5% increase in their hourly wage.

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.

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

Separate rooms in the same facility will be provided for drivers on overnight trips.

C. Transportation Committee

The parties shall maintain a standing Transportation Committee made up of 4 members from the Transportation Department appointed by the Association and the District. The Association will appoint two members and the Transportation Supervisor will appoint the other two. The Transportation Supervisor, Business Manager, and an officer from the Association shall not be included in the four members and shall be permanent members. The facilitator will be a rotating position. In the event any party believes further expertise is needed those experts will be asked to attend as needed.

The purpose of the Committee shall be to discuss and advise the Transportation Supervisor on issues related to the Transportation Department and implementation of the Driver Handbook. The whole committee will review and resolve issues and concerns regarding the handbook. If they cannot come to a resolution, they will take the issue to the Labor Management committee.

The committee shall meet on the first Tuesday of each month at 10:00 a.m. with those appointed members who are available for the meeting. An agenda will be drafted and sent via e-mail. In the event there are no issues of concern, an e-mail will be sent the Friday before the first Tuesday of the month thereby canceling the meeting. If experts are asked to attend, notice of attendees will be sent out via e-mail the Friday before the meeting.

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 30th) must have their supervisor and business manager's approval before it may be carried over into next year. A maximum of one week vacation qualifies for carry over. Approval can be granted if used before September 6th. If the vacation time accrued by an employee is not approved or is not used by September 6th, the employee will receive full payment for the unused vacation time in the October payroll. If vacation time is approved and subsequently denied by management, the employee will be entitled to request an alternate vacation request that may go beyond the October deadline.

E. Requests

Requests for vacation time shall be made in writing or via e-mail 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 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

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 (20th) 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. All employees who work 260 or more days per year and eight (8) hours per day may elect to have twelve (12) equal monthly disbursements aka "smooth pay." Qualifying employees must submit a written request to Human Resources for "smooth pay" election no later than June 15 for July payroll.

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 (except for prorated employees)
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 17 - OVERTIME/COURT APPEARANCES

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.
5. Overtime will be offered based upon ability, capacity, and skill to perform the job as defined by the District of the employee's ability to perform the duties of the position. 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. If all of the employees decline the overtime assignment, then the least senior qualified employee will be required to perform the work. If the least senior employee is unable to perform the work, the employer may seek substitutes to do the work.

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-

ARTICLE 18 - FRINGE BENEFITS

Effective October 1, 2008¹, the Estacada School District will contribute up to \$896.99 per month towards insurance premiums for all employees who work an 8 hour day in the course of a typical five day work week. A prorated insurance benefit will be contributed on behalf of any employee who works a minimum of 4 hours per day in the course of a typical five day work week who were hired after July 1, 1988. For those employees hired prior to July 1, 1988 and work 4 or more hours per day in a typical five day work week, the insurance benefit is the same as those granted to an 8 hour per day employee. The District's contribution to insurance premiums for 2009-2010 and 2010-2011 will be reopened in 2009 and 2010.

The total contribution utilizing this formula will be determined by the district in time for the October payroll. This amount will be used to purchase insurance authorized under the provisions of 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 District will calculate the out of pocket amount required from each employee to pay for the cost of their insurance. Unused benefits will be used to mitigate employee's share of their premiums. This calculation will take place in October and be reflected in the October payroll. The pool will only be calculated at the beginning of the enrollment year; therefore, employees who begin after October will not be entitled to any excess district contribution for their first year. 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. 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>'08 - 09 Contribution</u>
4 hours	50%	\$448.50
5 hours	62.5%	\$560.62
6 hours	75%	\$672.75
7 hours	87.5%	\$784.87

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.

Commencing with October, 2008, this bargaining unit is statutorily compelled to be a part of the OEBC (Oregon Educators Benefits Board); therefore, choices of carriers are limited to those offered by OEBC plans. The District will allow the association to determine which plans in which to participate and to choose the maximum allowed number of choices. Employees may

¹ The parties agree that the increase in the cap will not be retroactive from the date of signing of this Agreement. Rather, the increase in the cap that precedes the first payroll after signing of the Agreement will be prospectively applied to employees' costs.

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 term "Vacancy" shall be defined as follows:

1. If there is a change of classification and/or range for the possible reassignment of a current unit member, a "vacancy" must be posted by the District.
2. If there is no change of classification and/or range involving the implementation of the District's management rights to adjust staff assignments, there is no vacancy and, therefore, no need to post.

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 1st to June 15th, 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.

Upon request of the applicant, the appropriate administrator shall inform the applicant of the reason(s) why the applicant was not selected.

Additionally, an e-mail will be sent to the Chapter President with additional information regarding filled vacancies via the monthly Staff Report found in the School Board Packet.

Temporary Summer 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.

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.

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.

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/dental 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.

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 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 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.

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.

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 15th. 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 performance. 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.

3. If it is determined that a plan of assistance may not be appropriate, alternative means of communicating desired improvements can be used, such as letters of directives.

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, such as a directive, 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 but not an exhaustive list of behaviors that can lead to a directive and/or 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.
5. Patterns of negative interpersonal behaviors with adults and/or students.

Where the District determines that the nature of the offense is such that immediate action is warranted, the employee may be suspended from employment with pay. 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 with the School Board, as stipulated by ORS 342.663, which states: "A school employee who has been demoted or dismissed shall be entitled

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 fiscal year to assist the employee in maintaining the required tools.

New employees will be eligible for tool reimbursement after the completion of the probationary period.

The reimbursement period begins July 1 and ends June 30th.

All reimbursements must be submitted to the Business Department by June 30th for that fiscal year in order to receive reimbursement.

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 31 - CONTINUATION OF PROVISIONS

The new contract shall commence upon signing by the parties as set forth in the signature page, with the understanding that the salary provisions of the contract shall be retroactive to July 1, 2008.

The parties agree to reopen for negotiations the issues of salary, benefits and one other issue chosen by each party in 2009 and 2010.

ARTICLE 33 - 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 - ESTACADA ALTERNATIVE HIGH SCHOOL ("EAHS")

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 Estacada Alternative High School (hereinafter "EAHS") shall have all of the rights and benefits of the parties collective bargaining agreement, except as set forth below.
 - A. The following Articles and Sections shall not be applicable to employees assigned to EAHS: 3.C - Association Rights/Leaves & Meetings; 6 - Work Year; 7 - Holidays; 12 - Temporary Assignments; 14 - Vacations; 20.E & F - Layoff/Recall/Bumping & Probationary Period; 21 - Leaves; and 29 - Workers' Tools.
2. The District shall be prohibited from involuntarily transferring employees to assignments at EAHS. Employees who mutually agree to voluntary transfer to EAHS 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 EAHS shall not be entitled to either the trial period or any right to return to a campus assignment.
3. Employees assigned to EAHS shall be on the work year and schedule set out by the federal wage schedule as followed by Timber Lake Job Corp, (hereinafter "TLJC"), employees including holidays, leaves, and vacations (except for leaves governed by state law) as provided to federal employees assigned to EAHS. 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 TLJC program is closed.
4. Article 15 - Wages, Sections A - Wage Schedule, B-Employee Placement, C - Step Placement, and D - Advancements shall not apply to employees assigned to EAHS. Article 15 - Wages, Sections E - PERS and F - Extra Duty shall apply. For employees assigned to EAHS, the District adopts the TLJC WG, WL, WS, or GS schedules, and placement, advancement, and wage rate shall be as administered by TLJC for federal employees thereon.
5. 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 TLJC administrator or supervisor participating in co-supervision.

