

ARTICLE 4

UNION RIGHTS

A. Facilities and Equipment

The Union and its representatives shall have the right to use District facilities and equipment, including telephones, copy machines, computers, fax machines, and all type of audio-visual equipment at reasonable times when such equipment is not in use. The Union agrees to pay costs of all materials and supplies related to such use, and for any repairs and long distance charges necessary because of such use. The Union shall abide by the District's acceptable use policy when using the District e-mail system.

B. Bulletin Boards

The Union and its representatives shall have a designated Union bulletin board at each District worksite.

C. Mail Facilities/Boxes

The Union shall have the privilege of using the inter-school mail facilities and school mail boxes for classified communications. The Union may use the District email system for the distribution of routine Union communications, but may not use the system for any political purpose or activity or in any manner contrary to law. Such mail/email must be clearly identified as Union mail. The Union will indemnify, defend and hold the District harmless against any claims made against or any suit instituted against the District on account of this provision, providing the District has notified the Union in a timely manner of any potential claim or suit.

D. School Board Meetings

1. The Union will be provided time on the agenda of each regular School Board meeting for brief comments. If the Union has a formal presentation, it may request a reasonable amount of time as determined by the Board. The Union shall notify the Superintendent's office of the proposed length of the Union's presentation, the subject matter thereof and any specific action to be required from the Board or administration at the meeting.
2. The Union shall be provided two (2) copies of Board agendas and minutes before and after each meeting.

E. Release Time

1. During negotiations of a successor agreement, time spent by bargaining team members in such negotiation sessions that occur during the employees' regularly scheduled work time shall be paid by the District or paid by the Union, according to the mutual agreement of the parties.
2. Release time will be granted to employees working evening hours to attend Union meetings, provided they make arrangements in advance of the meeting to reschedule their missed work time within the same week, as mutually agreed with their Supervisor.

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UNION RIGHTS

3. Union representatives who mutually agree to meet with District representatives during their normal work hours will not suffer a loss of pay.
4. A full-time leave of up to three (3) years to a Union president or designee for the purpose of serving as a representative of the Union; provided, however, that if the Union proposes the same employee serve as the representative who had served the previous three years, such service shall be dependent upon a discussion and the mutual agreement of the parties. The District shall continue to pay such employee and provide benefits, with the exception of leave benefits, but will be reimbursed by the Union for the cost of salary, payroll costs and fringe benefits. Upon return from such leave, the employee shall proceed on the salary schedule as if they had been employed with the District each year of the leave.
5. In accordance with Oregon law, designated representatives of the Union shall be granted a reasonable amount of release time, to be defined as short term leaves from a pool of up to one thousand (1,000) hours per school year, without loss of pay for the following purposes:
 - a. Investigate and process grievances and other workplace-related complaints;
 - b. Attend investigatory meetings, hearings, and other due process proceedings;
 - c. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
 - d. Engage in collective bargaining, if held during regular work hours. During negotiations of a successor agreement, time spent by bargaining team members in such negotiation sessions that occur during the employees' regularly scheduled work time shall be paid by the District. Time spent by the Union bargaining team members preparing for bargaining sessions shall be paid for by the Union and counted in the 1,000 hours, according to Article 4, Section E(5).
 - e. Attend labor-management meetings, safety committee meetings and any other meetings between designated representatives of the District and the Union to discuss employment relations;
 - f. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of no less than thirty (30) minutes, during new employee orientation or at individual/group meetings; that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s).
 - g. Testify in a legal proceeding in which the designated Union representative has been subpoenaed as a witness; and

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- h. For purposes of this Article, "designated representatives" shall include local executive board officers, building representatives, and their designees. A non-employee AFT-Oregon Representative shall be permitted access to the District's facilities for the purpose of engaging in activities described in this Article on the same terms and conditions as designated representatives.
- i. Engage in Union sanctioned training, conferences or advocacy activities.
- j. Use of release time for such purposes shall not interfere with District operations. The Union will reimburse the District an amount equivalent to the cost of a substitute for each Union member granted such leave, unless no substitute is necessary.
- k. The Union may request additional days of leave, subject to District approval.

F. Use of District Facilities

The Union or its representatives shall be allowed the use of the facilities of the District for meetings outside of normal working hours. The Union shall request and schedule the use of the facilities through the District's Building Use procedure. District policy shall govern any charges.

G. Staff Announcements

The Union shall have the right to make announcements at employee staff meetings. Each site will make available a schedule of regular staff meetings to the extent they occur.

H. Access

The Union shall have access to all bargaining unit work areas in order to exercise the Union's representation responsibilities, including administering the Agreement. Union representatives shall make known their presence to the appropriate Supervisor at the worksite. Employee conferences, should they become necessary, shall be scheduled during the employee's break or lunch time or before or after the work shifts so as not to interfere with work assignments or disrupt normal District functions.

A non-employee AFT-Oregon Representative shall be permitted access to the District's facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives.

I. Information

1. Upon request, the District shall make available to the Union any and all available information, which is necessary to negotiations or relevant for the proper enforcement of the terms of this Agreement. Upon receiving the request, the District will seek to provide the information in the most economical manner possible. The District may seek reimbursement for reasonable costs associated with supplying requested information.
2. The District will provide the Union with an editable digital spreadsheet containing the following information for each employee in the bargaining unit.

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- a. The employee's name and date of hire;
- b. Personal and work electronic mail addresses;
- c. Home or personal mailing address, and cellular, home and work telephone numbers.
- d. Employment information, including the employee's job title, hourly rate or salary, worksite location, classification, benefit level, seniority date, Union membership status, hours and assignment status (regular or temporary) for the current year.

The District shall provide the above information within ten (10) calendar days from the date of hire for newly hired employees and approximately every thirty (30) calendar days for employees in the bargaining unit who are not newly hired.

- e. By September 1st of each year, the District will provide a list of all Classified Supervisors and/or Confidential employees, together with their positions.

J. Labor-Management Committee

1. A Labor-Management Committee shall be established for the Term of this Agreement. The Committee is established from a desire to develop better day-to-day communication practices and to maintain a mutually beneficial relationship through the use of ongoing communications.
2. The committee's purpose is for information and to review, explore and discuss concerns and interests of the parties during the term of the contract. Subjects of interest, as examples, may include such items as orientation programs, staffing, safety, and other District-wide concerns.
3. The committee, by mutual agreement, may make recommendations to the parties on those issues of concern and interest, which may have been a subject of discussion. To permit frank and open discussion, the committee shall have no authority to change, delete or modify any of the terms of the Agreement or to adjust grievances arising under the contract.
4. The committee shall be composed of up to four (4) persons from each party. It shall meet at least on a monthly basis. Committee discussions, except for any recommendations, shall not be publicized. By mutual agreement, the parties may publish a summary of Committee discussions and/or actions.

K. Site-Based Subcommittees

Site-based subcommittees are ad hoc committees that may be implemented with the agreement of both parties based on the needs of any current department. Any issues regarding collective bargaining shall be referred to the District/Union Labor Management Committee.

L. Contract Posting

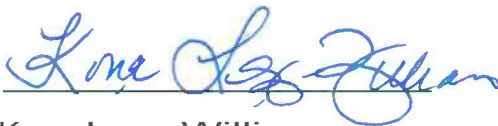
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The District shall make a copy of the current contract available to all employees by posting on the District website.

M. New Employee Orientation

If the district conducts an in-person employee orientation, the District shall provide the Union with no less than thirty (30) minutes, and up to one hundred twenty minutes (120), to make a presentation to all bargaining unit employees without undue interference. The Union shall also be permitted to set up a table at the orientation to meet directly with employees before, after, and during breaks at the orientation. No employee shall suffer a loss in compensation, seniority, leave accrual, or any other benefits, as a result of participating in or attending the Union's presentation.

When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an in-person orientation, the Union shall be permitted to meet with newly hired bargaining unit employees for at least thirty (30) minutes during work hours without loss in compensation, seniority, leave accrual, or any other benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire. Such meetings shall not interfere with operations of the District.



Kona Lew-Williams
Chief Human Resources Officer, Hillsboro School District

6.8.2020

Date



Melody Hansen
HCU President, Hillsboro Classified United

6-8-2020

Date

**MEMORANDUM OF AGREEMENT
Between Hillsboro School District 1J
And
Hillsboro Classified United**

An Extension to Article 8, Section H

This Memorandum of Agreement is hereby entered into by and between the Hillsboro School District (District) and the Hillsboro Classified United (Union) for the purpose of modifying the existing deadline in Article 8, Employment Status, Position Vacancies and Announcements, section H.

The District and Union mutually agree to extend the deadline for the notification of assignments from the last student contact day to July 30, 2020, due to the need for a 2020-21 budget reduction.

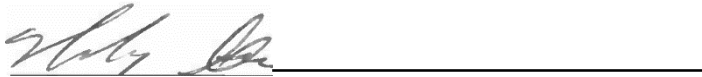
For the District:



Kona Lew-Williams
Chief Human Resources Officer, Hillsboro School District

6.8.2020
Date

For the Union:



Melody Hansen
HCU President, Hillsboro Classified United

6-8-2020
Date

MEMORANDUM OF AGREEMENT
Between
Hillsboro School District 1J
And
Hillsboro Classified United

Work Share Agreement - COVID 19

This Memorandum of Agreement is hereby entered into by and between the Hillsboro School District (District) and the Hillsboro Classified United (Union) for the purpose of modifying the existing 2019-20 work year and compensation for members of the bargaining unit.

WHEREAS, the parties recognize the significant challenges presented by the ongoing public health emergency caused by the COVID-19 pandemic; and

WHEREAS, the parties agree that the pandemic will have both short-term and long-term adverse impacts on the District's budget; and

WHEREAS, the parties acknowledge the presence of state and federal resources that can be accessed during this emergency in the form of assistance to furloughed workers; and

WHEREAS, the parties recognize the Work Share program is to preserve resources for 2020-2021 and reduce the number of negatively impacted employees in the bargaining unit; and

THEREFORE, the District and Union hereby agree to the following:

1. The hours of the work week for all members of the bargaining unit shall be reduced by 20%, for each week beginning May 11, 2020 through July 31, 2020. This will include two inclement weather make-up days, scheduled for June 15 and 16th. For example, an employee regularly working 40 hours per week will work 32 hours per week. Work schedules will be determined based on the member's job responsibilities at the direction of the supervisor.
2. The compensation of bargaining unit members shall be reduced by 20% for each of the weeks. Employees shall be notified by their supervisor regarding the specific scheduling of their reduction in work hours.
3. Bargaining unit members will not be expected to perform any duties or to be available for any purpose on the established furlough days (or furloughed time for members who work less than full time).
4. The parties acknowledge the waiver of Oregon's one-week waiting period for unemployment eligibility announced by Governor Kate Brown, thereby allowing bargaining unit members to be eligible for benefits beginning with the first furlough

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day. The District and Union will collaboratively provide information to bargaining unit members about the program. The District will assist as needed with the submission of unemployment claims, with the intention of allowing members to access all available assistance, including assistance provided by the Federal Pandemic Unemployment Compensation program (PUC program) as set forth in the CARES Act.

5. The parties acknowledge that the CARES Act and Oregon's unemployment insurance laws and regulations govern eligibility of employees for access to unemployment insurance benefits, including PUC program payments of \$600 per week per eligible employee, and further acknowledge that neither party can guarantee determination of eligibility, which is outside the control of the parties, nor can either party guarantee the timing of either Oregon unemployment benefits or CARES Act funds. The District will exclude bargaining unit members from participation in the furlough days where the parties anticipate that the member will be ineligible for state and federal resources based on the following factors:
 - A. The member has not been employed with the District for 6 months full-time or 12 months part-time.
 - B. The member takes time off due to illness or injury that excludes them from eligibility, so long as that is reported to the District in advance of the District's weekly submission to the Oregon Employment Department.
 - C. PUC program becomes unavailable.
 - D. If the Oregon Employment Department determines an employee is ineligible for the Work Share program, those ineligible employees will be returned to their schedules prior to the furlough or be made whole with retroactive pay. If PERS does not accept the reporting of full contractual salary amount for anyone retiring 2020-21, or 2021-22, the district will allow those employees to apply available non-accruing or emergency leave to make up the lost hours for purposes of the final average salary.
6. The District will not be held responsible for lost salary for the furlough days for any bargaining unit member who chooses not to complete the one-time 2 page on-line Work Share Unemployment eligibility form.
7. Staff will continue to accrue all leaves per the Collective Bargaining Agreement (CBA).
 - A. Staff will be allowed to carry up to one (1) accumulated and unused personal leave day, for use during the 2020-21 contract year only. All other provisions of Article 15, B apply.
 - B. Employees who are eligible for vacation under Article 14 shall be allowed to carry forward up to 40 hours of vacation leave from 2019-20, even if doing so

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exceeds the maximum accrual set forth in Article 14, Section C. At the conclusion of the 2020-21 contract year, employees will be limited to the maximum accrual amounts set forth in that provision.

8. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect.
9. This Memorandum shall expire on July 31, 2020, and shall not set precedent for any future action.

For the District:




Kona Lew-Williams
Chief Human Resources Officer, Hillsboro School District

6.8.2020

Date

For the Union:



Melody Hansen
HCU President, Hillsboro Classified United

6-8-2020

Date